

Grant Agreement

Operation:

Click or tap here to enter text.

Partner Name:

Click or tap here to enter text.

Grant Agreement Number:

Click or tap here to enter text.

Cloud ERP Partner Number:

Click or tap here to enter text.

Title of Activities:

Click or tap here to enter text.

About the Partnership

UNHCR is a subsidiary organ of the United Nations dedicated to saving lives and building better futures for millions of forcibly displaced and stateless persons.

UNHCR recognizes the Partner's work and role in responding to challenges and assuming a leadership role within their community, and UNHCR wishes to contribute financial resources and capacity development to support the Partner's work.

UNHCR and the Partner (individually referred to as "Party" and together the "Parties") wish to enter into a partnership based on a shared humanitarian commitment to the protection and empowerment of forcibly displaced and stateless persons.

1. About the Grant Agreement

This Agreement consists of:

- (i) this Grant Agreement, including the Grant Agreement Scope,
- (ii) the General Conditions of Contract for Grant Agreements (the "General Conditions"), attached as Appendix 1 to this Agreement,
- (iii) the Code of Conduct template, attached as Appendix 2 to this Agreement,
- (iv) any additional annexes specified below, which are incorporated by reference.

2. Working Together

This Agreement sets out how UNHCR and the Partner will collaborate and forms the basis of partnership, based on mutual respect, trust and shared values. UNHCR will provide financial resources to the Partner as specified in the Grant Agreement Scope below. The Partner accepts these financial resources to carry out the activities outlined in the Activity Details (set out in the Grant Agreement Scope below).

3. Partner's Organizational Form & Legal Status

Option 1: The Partner is registered as a not-for-profit organization.

- The Partner has a bank account under its name in the country of operation; AND
- The Partner has provided UNHCR with a copy of its organization documents, showing that:
 - The Partner is registered as a not-for-profit organization in the country where it will perform the activities under this Agreement (country of operation); OR
 - The Partner is registered as a not-for-profit organization in another country, but it is authorized to work in the country of operation.

Option 2: The Partner is legally incorporated with a different status (other than not-for-profit).

- The Partner is not registered as a not-for-profit organization, but has provided UNHCR with proof that it is legally incorporated in the country of operation with a status that allows it to enter into contracts under its own name; AND
- The Partner has a bank account under its name in the country of operation; AND
- The Partner has provided UNHCR with documentation that explains its mission and activities, lists its members, and specifies the person authorized to represent the Partner in relation to this Agreement.

Option 3: The Partner is an informal community-based organization.

- There is an individual (the 'Principal') acting as the representative of an informal community-based organization, who has a bank account under his/her name in the country of operation; AND
- The Partner has provided UNHCR with documentation that:
 - describes its mission and activities,
 - contains a list of the individuals participating in it (the "Participants"), and
 - includes a Certificate of Authority designating the Principal to represent and receive funds on behalf the Participants.

Note that for Option 3, the Principal signs the Agreement on his/her own behalf, as well as on behalf of the other Participants.

Please select the option above that applies to your organization as the grant agreement partner

Choose an item.

Grant Agreement Scope

Title of activities	Click or tap here to enter text.
Target group	<p>Select all applicable population types expected to be involved:</p> <p><input type="checkbox"/> Refugees and asylum-seekers</p> <p><input type="checkbox"/> Stateless persons</p> <p><input type="checkbox"/> Returnees</p> <p><input type="checkbox"/> Internally displaced persons</p> <p><input type="checkbox"/> Host communities</p> <p><input type="checkbox"/> Others of concern</p> <p>Click or tap here to enter text.</p>
<p>Background</p> <p><i>Describe the context and the purpose of the activities.</i></p> <p><i>Indicate whether the proposed activities are new or already existing.</i></p> <p><i>Include information about how the community has been involved in developing the Activity Details.</i></p>	Click or tap here to enter text.
Main activities	Click or tap here to enter text.

Activity Details

Please use the space below to briefly explain what activities the budget is needed for, how it will be used, what supporting documents are expected per activity using budget, and who is the UNHCR responsible staff member.

Location	Activities	Implementation period	UNHCR Focal Point
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Budget (USD) & local currency	Click or tap here to enter text.	Supporting documents	Click or tap here to enter text.

Location	Activities	Implementation period	UNHCR Focal Point
Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
Budget (USD) & local currency	Click or tap here to enter text.	Supporting documents	Click or tap here to enter text.

Implementation Period

	Start date	End date
Overall Implementation Period	Click or tap to enter a date.	Click or tap to enter a date.

Amount of the Grant

Output	Key activities per output	Total budget by Output [indicate currency]
[code] [output statement]		[output level]
GRAND TOTAL		[Insert]

Reporting requirements

A single final narrative report at the end of the activities is sufficient to meet the grant agreement requirements. However, if the Partner aims to grow or enhance their understanding of the standards required for funding opportunities from UNHCR and other organizations, the Parties may agree to include additional tailored reporting requirements. The narrative report includes implemented activities, lessons learned, and photos attached with captions.

Report	Due dates and requirements
Narrative Report	Final narrative report agreed due date: [DD/MM/YYYY]
Other:	Click or tap here to enter text.

Additional annexes

Annex 1	Click or tap here to enter text.
Annex 2	Click or tap here to enter text.

Parties

UNHCR	The Partner
The Office of the United Nations High Commissioner for Refugees	Click or tap here to enter text.
Signatures	
Signed by the duly authorized signatories of the Parties:	
UNHCR	The Partner
Name: Click or tap here to enter text.	Name: Click or tap here to enter text.
Position: Click or tap here to enter text.	Position: Click or tap here to enter text.
Email: Click or tap here to enter text.	Email: Click or tap here to enter text.
Date: Click or tap to enter a date.	Date: Click or tap to enter a date.

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APPENDIX 1

**GENERAL CONDITIONS OF CONTRACT
FOR
GRANT AGREEMENTS**

These General Conditions form part of the Grant Agreement.

For purposes of these General Conditions, unless the context otherwise clearly requires:

- *Where Partner Option 1 or Partner Option 2 is selected,*
 - *the term “Partner” refers to the not-for profit entity that signs the Agreement, as described in the relevant Partner Option in the Grant Agreement, and the term “Member” refers to the members of that not-for profit entity.*
- *Where Partner Option 3 is selected,*
 - *the term “Partner” refers to the Principal that signs the Agreement, as described in the relevant Partner Option in the Grant Agreement, and*
 - *the term “Member” refers to the Participants in the organization.*

Article 1 – Entry into Force; Agreement Duration; Termination

1.1 Entry into Force. The Agreement enters into force on the date it is signed by the Partner and UNHCR. If it was agreed that the implementation of activities could begin at an earlier date, as set out in the Grant Agreement Scope (“Implementation Period” → “Start Date”), then this Agreement governs the Parties’ relationship as of that earlier agreed date.

1.2 Agreement Duration. The Grant Agreement Scope sets out the implementation “Start Date” and “End Date”. The Agreement remains in effect until the “End Date”, unless terminated earlier as provided below.

1.3 Termination. Either Party may terminate this Agreement by giving 30 days prior written notice to the other Party.

1.4 Special Termination Right. UNHCR may terminate this Agreement with immediate effect by giving the Partner written notice if the Partner or one of its Members violates the obligations set out in Article 5 below, or appears on a list maintained by the United Nations Security Council Sanctions Committee.

1.5 Consequences of termination. When this Agreement ends or if this Agreement is terminated, the Partner agrees to return any unspent financial resources received from UNHCR.

Article 2 – UNHCR’s obligations

UNHCR agrees:	
2.1 <u>Grant</u>	<ul style="list-style-type: none"> • Upon signature of the Agreement and subject to the availability of funds, to make a payment to the Partner (the “Grant”) in the amount and currency specified in the Grant Agreement Scope; UNHCR is not obliged to make any further payments under this Agreement.
2.2 <u>Payment</u>	<ul style="list-style-type: none"> • To transfer the Grant to the Partner’s bank account specified in the

	Cloud ERP Grant Agreement Partner Registration Form
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Article 3 – The Partner’s obligations

The Partner and its Members agree:	
3.1 <u>Use of Grant</u>	<ul style="list-style-type: none"> To use the Grant solely in accordance with the “Activity Details”, as set out in the Grant Agreement Scope Any change to the activities set out in the “Activity Details” must be approved in advance and in writing by UNHCR
3.2 <u>Reporting</u>	<ul style="list-style-type: none"> To duly complete and timely submit a final narrative report, as specified in the Grant Agreement Scope If agreed, to duly complete and timely submit any other reports, as specified in the Grant Agreement Scope
3.3 <u>Monitoring</u>	<ul style="list-style-type: none"> To cooperate with UNHCR to monitor the activities under this Agreement and use of the Grant

Article 4 – Shared obligations

The Partner, its Members and UNHCR agree:	
4.1 <u>Promotion</u>	<ul style="list-style-type: none"> To provide visibility to the Agreement and to acknowledge the funding and contributions supporting the activities performed under the Agreement Otherwise, the Partner and its Members will not use the name, acronym, emblem or official seal of the United Nations or of UNHCR without UNHCR’s written permission

Article 5 – Ethics and Compliance

The Partner and its Members agree:	
5.1 <u>Code of Conduct</u>	<ul style="list-style-type: none"> To adhere to the highest ethical and professional standards To abide by the Code of Conduct To ensure that anyone involved in conducting activities under this Agreement signs the Code of Conduct template (Appendix 2) and adheres to the Code of Conduct
5.2 <u>Zero tolerance for Misconduct</u>	<ul style="list-style-type: none"> To refrain from all forms of misconduct, including sexual exploitation and abuse (SEA), sexual harassment, fraud, corruption, embezzlement, unauthorized disclosure or use of Confidential Information, use of child labor, and other ethical misconduct (“Misconduct”) To take all reasonable measures to prevent and address Misconduct To prioritize the safety, dignity and well-being of forcibly displaced and stateless persons To protect forcibly displaced and stateless persons from exploitation, abuse or mistreatment by anyone involved in conducting activities under the Agreement
5.3 <u>Duty to report Misconduct</u>	<ul style="list-style-type: none"> To promptly and confidentially inform the UNHCR Inspector General’s Office (UNHCR IGO) of any allegation of Misconduct brought to the attention of the Partner or one of its Members (via email to: inspector@unhcr.org and through the UNHCR website: www.unhcr.org/php/complaints.php) That UNHCR may investigate where necessary and appropriate

	<ul style="list-style-type: none"> To adhere to any requirements communicated by the UNHCR IGO
5.4 <u>PSEA focal point</u>	<ul style="list-style-type: none"> To appoint one Member as designated focal point on the protection from SEA (“PSEA focal point”)
5.5 <u>No conflict of interest etc.</u>	<ul style="list-style-type: none"> To inform the Members of the obligation to refrain from conduct that: <ul style="list-style-type: none"> could be perceived as a conflict of interest could adversely reflect on UNHCR and/or the United Nations is incompatible with the aims and objectives of the United Nations or the mandate of UNHCR To bring any potential conflicts of interest to UNHCR’s attention immediately
5.6 <u>UN-Sanctions Lists</u>	<ul style="list-style-type: none"> To ensure that financial resources or any other support received under this Agreement are not used in any way: <ul style="list-style-type: none"> to support individuals or entities appearing on lists maintained by the United Nations Security Council Sanctions Committee (https://www.un.org/securitycouncil/content/un-sc-consolidated-list), or that is prohibited by a resolution of the United Nations Security Council To inform UNHCR immediately if the Partner or one of its Members becomes aware or suspects that any of the above may occur.
5.7 <u>Observance of the law</u>	<ul style="list-style-type: none"> To comply with all applicable laws, ordinances, rules and regulations when performing activities under this Agreement

The Partner, its Members and UNHCR agree:

5.8 <u>Training</u>	<p>To ensure that <u>the Members</u> complete, as soon as possible, appropriate training on:</p> <ul style="list-style-type: none"> the protection from SEA, the prevention of fraud, and the protection of human rights of forcibly displaced and stateless persons <ul style="list-style-type: none"> To ensure that <u>the Partner’s PSEA focal point</u> receives adequate training on: <ul style="list-style-type: none"> how to appropriately receive and address SEA allegations, in line with a victim centered approach, where to refer a victim for assistance (existing gender-based violence and child protection services), how to support awareness-raising, and capacity-building activities among members and the wider community.
5.9 <u>No Benefit</u>	<ul style="list-style-type: none"> That no Member or UNHCR personnel shall be offered or obtain any direct or indirect benefit from this Agreement

Article 6 – Responsibilities and Liabilities

- 6.1 Responsibility of the Partner. The Partner has full responsibility:
- For the activities under this Agreement, including any acts or omissions by its Members, and
 - To ensure the effective use of the Grant received from UNHCR.
- 6.2 No Liability of UNHCR. UNHCR is not liable or responsible for:
- Any (direct or indirect) costs, levies, duties or taxes that may arise from, or in

connection with, the transfer of the Grant to the Partner in accordance with the applicable national legal framework, and

- Any activities performed in connection with this Agreement, including compensation of third-party claims arising from the Partner's activities, or any acts or omissions by its Members.

Article 7 – Confidentiality and Data Protection

7.1 Definition. "Confidential Information" means any (oral, written or electronic) information that is of a confidential or proprietary nature and that is designated as such by the Partner or by UNHCR. Confidential Information may also contain personal data, including personal data of forcibly displaced and stateless persons.

7.2 Confidentiality. The Parties will:

- Use reasonable care and security measures to avoid the disclosure of each other's Confidential Information, and
- Use Confidential Information only for the purposes for which it was shared.

The Partner agrees to ensure that its Members respect the confidentiality of all Confidential Information shared in the context of this Agreement, including information relating to any individual or group.

7.3 Disclosure. The Partner and its Members will:

- Not disclose Confidential Information without UNHCR's prior written authorization, except to the extent required by law, and
- If disclosure of Confidential Information is requested by a government authority, promptly inform UNHCR in writing so that UNHCR can take protective measures or other appropriate actions before a disclosure is made.

UNHCR may disclose the Partner's Confidential Information if required by the Charter of the United Nations or resolutions, rules or regulations of the General Assembly.

7.4 Personal Data. UNHCR will process all personal data supplied by the Partner and its Members in line with UNHCR's General Policy on Personal Data and Privacy (GDPP) and overall data protection framework. If UNHCR furnishes the Partner with personal data, the Partner will process such personal data solely for the purpose of the performance of this Agreement and will not further process such personal data in ways that are incompatible with such purpose.

7.5 Effectiveness and Survival. The obligations set out in this Article 7 will remain in full force and effect after the termination or expiry of this Agreement.

Article 8 – Settlement of Disputes

The Parties agree to use their best efforts to amicably settle any dispute, controversy or claim arising from this Agreement. If the Parties are unable to settle a dispute, controversy or claim arising from the Agreement amicably within 60 days of a Party receiving a request from the other Party for amicable settlement, either Party may refer the matter to arbitration under the UNCITRAL Arbitration Rules to resolve it. The Parties will be bound by any arbitration award

rendered as a result of such arbitration as the final adjudication of any such dispute, controversy, or claim.

Article 9 – Privileges and Immunities

Nothing in this Agreement shall be deemed a waiver, express or implied, of any of the privileges or immunities enjoyed by the United Nations or by UNHCR.

Article 10 – General Provisions

10.1 Independent Parties. This Agreement does not create an agency, employment or similar relationship under law.

10.2 Entire Agreement. This Agreement is the entire agreement between the Parties. Any prior discussions or other agreements relating to its subject matter are superseded by this Agreement.

10.3 Amendment. This Agreement can only be modified upon mutual agreement between the Parties in writing.

10.4 Notices. All notices and other communications in relation to this Agreement shall be delivered in writing (including electronic form) to the other Party, unless agreed otherwise.

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APPENDIX 2**Code of Conduct template**

For the Partner to have signed by each person involved in conducting activities under this Grant Agreement

Introduction

By signing a Grant Agreement with UNHCR, the Partner commits to the core principles and values of UNHCR.

All humanitarian assistance is guided by the fundamental principles of humanity, impartiality, neutrality and independence and UNHCR and its partners strive to uphold the highest ethical, personal and professional standards. UNHCR is committed to gender equality, a rights-based and community-based approach in the delivery of its services.

The Partner will ensure that its Members and any other individuals involved in conducting activities under the Grant Agreement are familiar with these principles and that they sign the following individual undertaking:

Undertaking

I agree to:

- Respect and promote the fundamental human rights of all, without discrimination of any kind and irrespective of social or legal status, race, ethnicity, nationality, religion, gender, sexual orientation, age, marital status, political affiliation or disability.
- Refrain from any involvement in criminal or unethical activities, activities that contravene human rights, or activities that compromise the image and interests of UNHCR or the United Nations.
- Never exchange money, employment, goods or services for sexual favours, and refrain from all other forms of humiliating, degrading or exploitative behaviour.
- Refrain from any sexual activity with children, that is, persons under the age of 18, regardless of what the age of majority or consent locally may be.
- Never abuse authority, position or influence in the implementation of the Agreement by withholding protection, humanitarian assistance or services to beneficiaries or potential beneficiaries.
- Never give preferential treatment to certain persons or groups in order to solicit sexual or other favours, gifts, payments or any other advantage.
- Refrain from disclosing, or discussing, any confidential information about the beneficiaries of the Agreement or other information obtained during the implementation of the Agreement except with the management of the organization or UNHCR.
- Uphold the highest standards of efficiency, competence, integrity and transparency in the provision of protection, goods and services under the Agreement.
- Perform duties and conduct private affairs in a manner that avoid conflicts of interest.

Signed by

(name)

(date)

(place)