

## **TERMS AND CONDITIONS OF USE**

The UN Partner Portal <https://www.unpartnerportal.org> (the “Portal”) is a platform for civil society organizations to engage with UNHCR, UNICEF and WFP (the “Hosting Agencies”) on partnership opportunities. Users of the Portal agree to comply with all of the following terms and conditions of use.

### **1. General Rules**

1.1 By using the Portal, you will be legally bound by these terms and conditions, and agree to comply with them in order to become and remain an authorized user of the Portal.

1.2 The Hosting Agencies reserve the right, at their discretion, to change or modify any term or condition of this agreement at any time. All changes and modifications will be notified to you by being posted on the Portal, and it is your responsibility to read these changes and modifications. They will come into effect immediately upon being posted, and you will be deemed to have accepted them if you access the Portal after that time. The date of the most recent revisions will appear at the bottom of this page.

1.3 If these terms and conditions or any future changes or modifications are unacceptable to you, please do not use this Portal. Your use of the Portal now, or continued use following the notification of any changes or modifications of these terms and conditions, will constitute a binding acceptance by you of such changes or modifications.

1.4 We may improve, change, suspend or discontinue any aspect of the Portal at any time without notice, including the availability of any Portal feature, database or content. We may also impose limits on certain features and services, or restrict your access to parts or all of the Portal without notice or liability.

1.5 The rights and obligations concerning the use of the Portal are personal to the individual using the Portal, and are not transferable to any other person or entity. Any purported assignment by you of any rights under this agreement shall be void and ineffective.

1.6 No waiver by either party to this agreement of any of its provisions, or any breach or default of the agreement, shall be deemed to be a waiver of any preceding or subsequent breach or default.

1.7 Your privacy is very important to us – please also read our Privacy Policy, which will walk you through how we collect, store, and use the information that you provide to us. By using this Portal, you are confirming to us that you are agreeing to our Privacy Policy.

### **2. Account Creation and Security**

2.1 In order to submit content on this Portal, you will need to register and create an account. Upon registration, you will be asked to provide your email address, which will be your username on the Portal and a password of your own choice. You will be sent an identity authentication and Portal activation link via email using the email address provided. If we have reasons to believe that any information you have supplied is not accurate it will terminate this agreement and you will cease to be an authorized user of the Portal.

2.2 All specifically required information, including location, personal or organization identifying information provided upon registration, completion of an organization profile or upon submission of an application in connection with a UN partnership opportunity will be used by us in accordance with our Privacy Policy.

2.3 You are solely responsible for keeping your password secret and your account secure. You are solely responsible for any harm resulting from disclosing or allowing disclosure of any password.

2.4 At all times you will be responsible for all uses of your account, even if your account is used by someone else, and the Portal. You will be solely responsible for ensuring that any use of your account complies fully with the terms of this agreement.

2.5 You must notify us immediately of any known or suspected unauthorized use of your username, password or account, or any known or suspected breach of security, including loss, theft, or unauthorized disclosure of your password or account information. Any fraudulent, abusive or otherwise illegal activity may be grounds for termination of your account, at our sole discretion.

### **3. Use of the Portal**

3.1 You will (a) access and use this Portal in accordance with these terms and conditions and the UN Portal User guides and videos; (b) comply with these terms and conditions and all laws, rules, and regulations applicable to your access and use of this Portal; (c) be fully responsible for the accuracy, quality and legality of any data, including any personal data, provided through this Portal and the means by which you acquired such personal data; (c) exercise goodwill and respect for others and apply common sense in your use of this Portal; and (d) be responsible for obtaining, maintaining and meeting all costs associated with any telephone, computer hardware and software, modems, telecommunications connections, and/or other equipment and services which may be needed to access and use the Portal.

3.2 The Hosting Agencies own and retain all rights in and to the Portal's code, design, functionality, and architecture of the Portal, and any software, materials or content provided through the Portal (collectively the "Portal IP"). Except for any rights explicitly granted under these terms and conditions, you are not granted any rights in and to any Portal IP. If you want to use the Portal IP in a way that is not allowed by these terms and conditions, you must first contact us and get permission. You will not take any action which is inconsistent with the Hosting Agencies' rights to the Portal IP. No material or content on this Portal may be reproduced, modified, stored, transmitted, published, distributed, displayed, sold or exploited in whole or in part, as a derivative work, or in any form, language or by any media, electronic or otherwise, throughout the world, except as set forth below under point 3.3.

3.3 The Portal's code, design, functionality and architecture are available under an open source license at <https://github.com/unicef/un-partner-portal>. You are permitted to download or print extracts of the Hosting Agencies' internal rules and guidelines applicable to partners, and the Hosting Agencies' copyrighted publications and documents and other graphic, video, or audio materials made available on the Portal only for personal non-commercial use in support of the implementation of UN projects, provided that you maintain all copyright and other notices contained in such materials and agree to abide by all additional copyright notices, information, or restrictions contained in such materials. None of the materials on the Portal may be used for any commercial or public use, and no part of such materials may be reproduced or stored in or transmitted to any other website. No materials on the Portal may be disseminated in any form, either electronic or non-electronic, or included in any retrieval system or Portal without the prior written permission of the Hosting Agencies. Any request for such permission shall be sent to [epartner@unhcr.org](mailto:epartner@unhcr.org), [etools@unicef.org](mailto:etools@unicef.org) or [wfp.ngounit@wfp.org](mailto:wfp.ngounit@wfp.org).

3.4 You will not: (a) license, sublicense, sell, resell, rent, lease, transfer, distribute or

otherwise similarly exploit this Portal; (b) use this Portal to store, collect, transmit or process any material that is infringing, obscene, threatening, libelous, or otherwise unlawful or tortious, including material that is harmful or violates third party rights; (c) interfere with or disrupt the integrity or performance of this Portal; (d) attempt to gain unauthorized access to this Portal or its related systems or networks; and (e) copy, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile this Portal or any part thereof or otherwise attempt to discover any source code or modify this Portal. You will use all reasonable protective measures, consistent with industry standards, to prevent your use of this Portal resulting in the sending, storing, publishing, posting, uploading or otherwise transmitting of any viruses, Trojan horses, worms, time bombs, corrupted files or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any systems, data, personal information or property of another.

3.5 The Portal may contain materials, images and sounds that are trademarked by third parties. The fact that materials are available on this Portal does not in any way limit or reduce intellectual property rights otherwise available to the materials' owners. Nothing in these Terms and Conditions will be construed to limit or reduce any party's rights in that party's valid trademarks. You may not use these materials to label, promote, or endorse any product or service. You are solely responsible for any violation of a third party's intellectual property rights caused by your misuse of these materials.

3.6 The name and logo of the UN, the Hosting Agencies and UN Partner Portal are the exclusive property of the UN and the Hosting Agencies. They are protected under international law and national laws. You are not permitted to use or reproduce, or allow anyone to use or reproduce them for any purpose without the prior written permission. Any request for permission should be sent to [epartner@unhcr.org](mailto:epartner@unhcr.org), [etools@unicef.org](mailto:etools@unicef.org) or [wfp.ngounit@wfp.org](mailto:wfp.ngounit@wfp.org).

#### **4. Responsibility for Content; Changes and Removal of Content**

4.1 You are responsible for the quality of the data and information you enter into this Portal. It is your responsibility to maintain such data and information fully updated, complete, and accurate at all times. The Hosting Agencies are not responsible for and do not guarantee that the content of this Portal is fully updated, complete, or accurate at all times and will not be held responsible for any failure of the content to be so updated, complete and accurate.

4.2 The Hosting Agencies may, on their own initiative, change this Portal, including its configuration or functionality, from time to time. The reason for any such change will usually either be to enhance the functioning of the Portal or in response to input from users.

4.3 If the Hosting Agencies identify or are notified of any content or any information and material within this Portal that is inappropriate for this Portal or otherwise breaches these terms and conditions, we will promptly notify the relevant user and may request that such user modify or remove the content immediately to render it consistent with these terms and conditions. If the content is not modified or removed to our satisfaction within the notice period established by us, the Hosting Agencies may themselves remove any such content.

#### **5. Disclaimers**

5.1 You expressly acknowledge and agree that any and all use of the Portal is at your sole risk and that under no circumstances can the Hosting Agencies be held responsible for any damages or injuries you may have related to your use of this Portal. You specifically acknowledge and agree that the Hosting Agencies are not liable for any conduct of any user of this Portal. Neither the Hosting Agencies, or any of their respective employees, agents, third-party content providers, or licensors warrant that access to and use of the Portal will be free from interruptions or free from errors; nor do they make any warranty as to the results that may be obtained from use of the Portal. You waive and discharge any and all claims against the Hosting Agencies arising out of or relating to your use of the Portal.

5.2 You further expressly acknowledge and agree that materials, information, text, graphics, and hyperlinks provided to you through the Portal are provided solely as a resource and a convenience to you. Such hyperlinks to other sites are not an endorsement by the Hosting Agencies of those sites. The Hosting Agencies make no warranty, either expressed or implied, as to the accuracy, reliability, or content of such information, text, graphics, and hyperlinks. The Hosting Agencies do not represent or endorse the accuracy or reliability of any advice, opinion, statement or other information displayed, uploaded or distributed through the Platform by third parties. The Hosting Agencies have not tested any software located on other sites and do not make any representations as to the quality, safety, reliability or suitability of such software.

5.3 The information, materials and content provided on this Platform is for informative purposes only and is provided on "as is" basis, without warranty of any kind, either express or implied, including, without limitation, warranties of merchantability, fitness for a particular purpose and non-infringement. The Hosting Agencies make every effort to ensure, but cannot and do not guarantee, and make no warranties as to the accuracy, accessibility, integrity and timeliness of this information. Under no circumstances, including negligence, shall the Hosting Agencies, or any person involved in creating, producing or distributing the Portal, be liable for any loss of business or profits, or for any direct, indirect, incidental, special or consequential damages that may result from any use of—or inability to use—the Portal, even if the Hosting Agencies were previously advised of the possibility of such damages, including— but not limited to—reliance by any user on any information obtained by way of the Portal, or that may result from mistakes, omissions, interruptions, deletion of files or e-mail, errors, defects, viruses, delays in operation or transmission, or any failure of performance, whether or not due to natural disasters, communications failure, theft, destruction or unauthorized access to the Hosting Agencies' records, programmes or services.

5.4 You acknowledge and agree that the delivery system used for the Portal (i.e., the Internet, the World Wide Web) is unpredictable and may, from time to time, impede access to the Portal. You acknowledge and agree that the Hosting Agencies are in no way responsible whatsoever for any interference with your use of—or access to—the Portal, and you expressly waive and forever discharge and release any and all claims against the Hosting Agencies in connection therewith.

5.5 The mention of names of specific companies or products on this Portal does not imply any intention to infringe proprietary rights, nor should it be interpreted as an endorsement or recommendation on the part of the Hosting Agencies.

5.6 The use of particular designations of countries or territories on this Portal does not imply a position by the Hosting Agencies on the legal status of such countries or territories, of their authorities and institutions or of the delimitation of their boundaries.

## **6. Indemnification**

6.1 By using this Portal, you agree to defend, indemnify and hold harmless the Hosting Agencies and their respective officials and employees from and against all claims, suits, demands and liability of any nature, including the Hosting Agencies' costs and expenses, and attorneys' fees, arising out of the use of the Portal by you or anyone having gained access to the Portal by use of your username and password. This provision shall extend to claims and liability arising out of the use of copyrighted material and other intellectual property by you or anyone having access to the material by means of your account. If you are dissatisfied with any content or material on this Portal or with any of its terms and conditions, your sole and exclusive remedy is to discontinue using the Portal.

## **7. Interactive Parts of the Portal**

7.1 The Hosting Agencies accept no responsibility or liability in respect of the conduct of any user in connection with the use of dashboards or other message or communication facilities made available on the Portal, or for any material submitted by users and carried on the Portal, including, for example, responsibility or liability for the accuracy or reliability of any information, data, opinions, advice or statements made in such material. Chats, postings, e-mails and other communications by any Users are not endorsed by the Hosting Agencies, and shall not be considered to have been reviewed, screened or approved by them. The Hosting Agencies reserve the right to remove, for any reason and without notice, any such content received from users.

## **8. Disputes**

8.1 The parties will use their best efforts to settle amicably any dispute, controversy or claim arising out of this agreement, or its breach, termination or invalidity. Where the parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the Conciliation Rules then obtaining of the United Nations Commission on International Trade Law ("UNCITRAL"), or according to such other procedure as may be agreed between the parties in writing.

8.2 Any dispute, controversy or claim between the parties arising under—or pursuant to—this agreement, or the breach, termination, or invalidity thereof, unless settled amicably under paragraph 8.1, within sixty (60) days after receipt by one party of the other party's written request for such amicable settlement, shall be referred by either party to arbitration, in accordance with the UNCITRAL Arbitration Rules then in effect. The decisions of the arbitral tribunal shall be based on general principles of international commercial law. The arbitral tribunal shall be empowered to order the return or destruction of goods or any property, whether tangible or intangible, or of any confidential information provided under the agreement, order the termination of the agreement, or order that any other protective measures be taken with respect to the goods, services or any other property, whether tangible or intangible, or of any confidential information provided under these Terms and Conditions, the agreement or other document, as appropriate, all in accordance with the authority of the arbitral tribunal pursuant to Article 26 ("Interim Measures of Protection") and Article 34 ("Form and Effect of the Award") of the UNCITRAL Arbitration Rules. The arbitral tribunal shall have no authority to award punitive damages. In addition, the arbitral tribunal shall have no authority to award interest in excess of the London Inter-Bank Offered Rate ("LIBOR") then prevailing, and any

such interest shall be simple interest only. The parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.

## **9. Suspension and Termination**

9.1 You may request deletion of your account at any time by making a request via the “Help” button on the Portal.

9.2 The UN may, at its sole discretion, terminate or suspend your access to the Portal, including your account, for any reason, including, without limitation, any conduct which the Hosting Agencies, at their sole discretion, believe are in breach of this agreement or is harmful to the Hosting Agencies’ interests.

9.3 In the event of termination, clauses 3, 5, 6, 7, 8, 9 and 10 will remain binding on the parties.

## **10. Privileges and Immunities**

10.1 Nothing relating to these terms and conditions and this agreement therein shall be deemed, express or implied, deliberate or inadvertent, a waiver of any of the privileges and immunities of the United Nations and its subsidiary organs under the Convention on the Privileges and Immunities of the United Nations, as adopted by the General Assembly of the United Nations on 13 February 1946, or otherwise.

## **11. Communications**

If you have any questions about this Portal please contact us at [epartner@unhcr.org](mailto:epartner@unhcr.org), [etools@unicef.org](mailto:etools@unicef.org) or [wfp.ngounit@wfp.org](mailto:wfp.ngounit@wfp.org).

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