# Implementing Partnership Management Guidance Note No.

## Standard Format Bipartite Project Partnership Agreement (non-governmental and not-for-profit partner)

May 2014

<table>
<thead>
<tr>
<th>Subject:</th>
<th>Project Partnership Agreements</th>
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</thead>
<tbody>
<tr>
<td>Reference Documents</td>
<td>– Chapter 4 of the UNHCR Manual</td>
</tr>
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<td>– Enhanced UNHCR Framework for Implementing with Partners</td>
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<tr>
<td>Reference No.</td>
<td>UNHCR/FP/S2-2</td>
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<tr>
<td>Business Owner</td>
<td>DFAM/IPMS</td>
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<tr>
<td>Date of Issue</td>
<td>30 May, 2014</td>
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<td>Date of Revision</td>
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## 1. INTRODUCTION

This Guidance Note provides the specific provisions and requirements of the Standard Format Bipartite Project Partnership Agreement (non-governmental non-for-profit partner) and guidance on how to complete the standard format for the agreement.

UNHCR Offices are required to:

- Use the standard format when UNHCR is partnering with a non-governmental not-profit partner for undertaking programme-related Project/Activities.
- Use the standard format generated from Management System Renewal Project (MSRP) and record in MSRP properly.
- Ensure that the signatory is duly authorized in accordance with the Delegation of Financial Authority Plan (DOAP).
PRE-DRAFT (initial stage of drafting) for soliciting comments/suggestion

This standard format provides an overall structure when UNHCR and a non-governmental and not-for-profit partner enter into an agreement for the purpose of undertaking programme-related activities. The revised standard format is based on extensive consultations within UNHCR and with partners and other stakeholders.

Upon completion of the selection/retention of partner for undertaking a Project Partnership Agreement (PPA), UNHCR Offices enter into detailed negotiations with the selected partner to fully define the Project. The PPA is used to conclude and confirm the agreed understanding of the negotiations, including formation of strategies and objectives of the Project, the expected outcome, performance indicators, budget and duration.

The standard format stipulates the terms, responsibilities and obligations of all involved parties. When signed, the document is a legally binding agreement entered into by UNHCR and the partner. A signed PPA is the only authorized instrument for UNHCR to transfer financial resources to the partner for undertaking programme-related activities (referred to by UNHCR and in this document as a Project). UNHCR Offices are reminded to only create agreements through MSRP, and not offline, and to ensure the correct recording of all agreements in MSRP and adequate budget provision.

The standard format has been made available for use in MSRP. It became effective as of 01 April 2014 and replaces all previously used formats for UNHCR partnerships with non-governmental and non-for-profit entities. Only the official versions in English, French and Spanish will be available in MSRP and are the only versions of the standard format that are legal and binding. Unofficial versions of the standard format in different languages can be provided to assist the partner in general comprehension of the document.

UNHCR Offices are not permitted to amend or remove any aspect of the general articles of the standard format. This includes entering into PPAs with partners where there exists a Memorandum of Understanding (MoU) signed at Headquarters level that sets global collaboration. The only alternate format that has been approved by UNHCR Headquarters is the Red Cross/Red Crescent standard format available in MSRP. Any Office that wishes to alter any provision of the standard format or use a different format must contact the Implementing Partnership Management Service (IPMS) for the UNHCR Controller’s approval.

The Project must be formulated in line with the Operations Plan’s overall established priorities and should link the goal(s), objectives, and outputs with corresponding resource requirements. PPAs can only be established within the Operating Level (OL) of a particular Country Plan. In other words, the Operation needs to have enough spending authority and funds available to cover the requirements of the PPA. In order to enable the transfer of funds to a non-governmental and non-profit entity as an implementing partner, a Project Budget (Annex B) must be created in Focus, and an agreement in MSRP.

The duly authorized persons for signature and preparation of the Agreement in accordance with the Delegation of Financial Authority Plan (DOAP) are responsible for the application of the Policy.
PRE-DRAFT (initial stage of drafting) for soliciting comments/suggestion

For further queries and support, the Implementing Partnership Management Service (DFAM/IPMS) may be contacted at epartner@unhcr.org.

2. HOW TO COMPLETE THE AGREEMENT FORMAT

<table>
<thead>
<tr>
<th>UNHCR Agreement Symbol</th>
<th>Example: “UNHCR/PAK01/2013/PAK/Pillar 1/0003758/Amendment No: 000”</th>
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</thead>
</table>

The Agreement Symbol is generated from MSRP, based on the budget structure of which the Project Partnership Agreement in MSRP is identified. The Agreement Symbol must appear on all documents related to the Project, including financial records, progress and financial reports, correspondences, etc. When amendment is made, its number must be recorded as well.

<table>
<thead>
<tr>
<th>Name of partner</th>
<th>(Full name of the implementing partner)</th>
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Insert the full name and acronym of the partner that has agreed to and receives UNHCR resources to undertake and implement the UNHCR-funded Project.

The partner organization named on the agreement must be the entity receiving the UNHCR resources and will be ultimately responsible for implementation regardless of any other jointly agreed implementation modalities such as assignment, sub-contracting etc.

Preamble

The Preamble Clauses i-ix are required for all Agreements.

i. and ii. - Humanitarian and Non-Political Character of UNHCR
These clauses restate the principles embodied in the Statute of the Office to emphasize the nature of UNHCR’s participation in the Project.

iii.-vii. - Consultation and Cooperation between the Parties
These clauses state the concept of partnership, mutual cooperation and consultation between the Parties to the Agreement, stating the scope and implementation modalities of the Project. The collective and individual responsibilities regarding Project implementation are stated.

viii.-ix. - Availability of Funds
These clauses refer to the availability of funds for the Project.
Article 1 – Definitions

Capitalized terms used throughout the agreement are defined either within the agreement itself or contained in Appendix 1.

Article 2 – Nature and Extent of Co-operation

Clauses 2.1 to 2.6 define the Project, nature of partnership, contributions, roles responsibilities and commitment of each Party, Partner’s commitment to carry out Project with UNHCR’s contribution. These clauses confirm the joint agreement the Parties have reached in the process of negotiations and discussions. UNHCR and Partner must comply with requirements set out in the following General provisions contained in the following sections of the Agreement.

Article 3 - Duration of this Agreement

<table>
<thead>
<tr>
<th>Clause</th>
<th>Description</th>
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<tbody>
<tr>
<td>3.2</td>
<td>Project Implementation Period</td>
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<td><strong>Example:</strong> 1 February 2013</td>
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<td>Date agreed by both parties to start the Project. Normally, this date should not pre-date the date of signature.</td>
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<td></td>
<td>However, under exceptional circumstances the effective start date can be set to pre-date the date of signature.</td>
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<td>Completion date of implementation (no later than 31 December of the year of implementation)</td>
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<td><strong>Example:</strong> 31 October 2013</td>
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<td>Agreed date of completion of Project under the Agreement. Please note that the end of the financial and programme period for UNHCR is 31 December. Any further commitment of funds or implementation of Project activities beyond this date requires the written authorization from the UNHCR Controller and budget provisions must be made.</td>
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<tr>
<td>3.4</td>
<td>Project Liquidation Period</td>
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<tr>
<td></td>
<td><strong>Example:</strong> 01 November 2013 to 31 November 2013</td>
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<td></td>
<td>The period during which the partner may settle commitments that were entered into during the Project Implementation Period. New commitments during the Project Liquidation period are not permitted and if any would not be considered Eligible Costs.</td>
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<td>The Project liquidation period is one month following the completion date of implementation and cannot be later than 31 January of the year following the implementation year.</td>
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<td>In exceptional circumstances, UNHCR Offices may request approval for extension (with no cost impact) of the Project liquidation period</td>
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</table>
Exceptional Extensions of Project Liquidation/Implementations Periods (3.5)

In exceptional circumstances no cost extension of the project implementation period and/or liquidation period beyond the dates specified in Article 3.2 and 3.4 could be authorized by the Controller. If such extension is granted this should be recorded in a PPA Amendment before the end of the PPA implementation period.

Once extension of Project implementation and/or liquidation period is authorized, the requesting UNHCR Office will be informed by IPMS about the approved extension dates, including the date of the final reports due.

The requests for extension of Project implementation period and/or liquidation period should be put forward well in advance in the last quarter of the Project implementation period to the Controller through respective Bureaus. The deadline for such requests is usually specified in the UNHCR year-end accounts closure instruction.

Article 4 – Project Identification

Project Title (4.1) Example: “Vaccination for Afghan refugees in Islamabad, Pakistan, 2013”

Short descriptive title that reflects the specific nature of the Project. It is composed of the Project’s purpose, the intended Population Group, and the place (site, region, country, etc.) of implementation. A Project is a time bound activity(ies) with the aim of delivering expected results within the allocated resources.

Agreement Symbol (4.2) As described above.

Basic Project Data (4.4) Project Data is based on UNHCR Resource Allocation structure, as set in Focus/MSRP related to the Project is to be entered in the MSRP Agreement page:

a. Budget Year
b. Situation(s)
c. Operation
d. Population Planning Group(s)
e. Goal(s)
f. Cost Centre(s)
g. Partner Code
# Article 5 – Project Reporting

| Standard Project Reports (5.1 – 5.5) | Select the standard Project Reports required from the partner. The frequency of submission of the standard reports should be adjusted for the needs of the Project and the history of the partnership arrangement. However, the minimum mandatory reporting should include:  
- 30 November – Project Financial Report (due by 10 December)  
Goods and Property Report is only required when the partner has been provided with UNHCR Goods and Property for purpose of Project implementation and/or the partner has been provided with funds to purchases Project Goods and Property.  
While the deadlines for the submission of Project Reports cannot be modified in the PPA generated from MSRP, UNHCR Offices on case by case basis, may at the request of the partner allow few days delay (e.g. additional five days) in report due dates when such delay is because of the complexity of partner’s financial report generation at organization level.  
If a partner is not able to produce the interim financial report in the timeframe required (by 10 December of the budget year) due to its internal accounting systems, it should produce a financial report covering up to the latest reporting period end date possible, and include commitments for the month for which it does not have final figures. |
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<tr>
<td>Other Reports (5.6)</td>
<td>State additional reports that UNHCR may require or agreed dates than above set dates under “Other”, as agreed with the partner. Additional reports may be required to supplement the standard reports (i.e. distribution or health reports) or a specific requirement of a donor.</td>
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<tr>
<td>Acceptance of reports (5.7)</td>
<td>UNHCR shall ensure that partners receive timely feed-back on their reports indicating acceptance or requests for additional information. This includes a signed and stamped copy of the accepted financial</td>
</tr>
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</table>
**Article 6 - Resource Requirements and Financial Arrangements**

| Contributing parties (6.1 - 6.3) | The total amounts paid by UNHCR shall match the total budget amount as set under Annex B Project Budget.

The Article 6.3 also shows the possible contributions from partner (financial or in-kind) as well as possible contributions from other parties. If other party not a signatory to the PPA is expected to contribute to the Project, the name/title of the party and the amount/value (specified currency) of their participation are entered here. Only firmly committed contributions from other parties are to be included.

| Indicative periodic transfers (6.4 – 6.8) | This data indicates only the indicative cash requirements during the course of the Project. UNHCR shall transfer the first installment within ten (10) days of signature of this Agreement by the two Parties. The subsequent installment(s) shall be subjected to the liquidity of the project, as evidenced by financial reports submitted by the partner, the progress of the project as reported in progress reports, and as evidenced by UNHCR monitoring visits and the availability of funds. The payment shall be made in the same currency of the Project Budget as stated in Annex B Project Budget.

It should be noted that as the installment plan reflected in this article is only indicative, with the implementation progress changes to the cash requirements are possible and this will not necessitate amendment of the PPA. The Guidance Note on the management of installments provides further details on how to plan and manage installments to Partners under the PPA.

| Interest bearing bank account (6.9) | Record of the implementing partner's bank account into which UNHCR will remit funds, including the bank's name and full mailing address, and the bank account title and number.

In case Project Budgets are in two currencies, select the appropriate box to be able to enter details of accounts in two currencies.

Indicate what type of bank account the Partner will be using by clicking the appropriate box.

Normally, UNHCR funds should be deposited into a separate interest-bearing bank account. If, for legal, administrative or economic...
**PRE-DRAFT (initial stage of drafting) for soliciting comments/suggestion**

Reasons, the use of pooled account is warranted, the approval for the use of pooled accounts should be submitted to the IPMS to be authorized by the Controller before signing the Agreement. The authorized use of pooled account is reaffirmed in each Project Agreement with the Partner. The procedure for requesting authorization to operate pooled accounts is detailed in “Guidance Note for Partners - Use of Pooled Bank Accounts Operated by Partners”.

If for legal, administrative or economic reasons the use of interest bearing account is not feasible, the partner can be allowed to operate a non-interest bearing account and authorization for such is given by the UNHCR country office (a Note for File is to be put in the Project File).

<table>
<thead>
<tr>
<th>Project Budget and Budgetary Transfer level (6.10 – 6.11)</th>
<th>Select the appropriate box and only the relevant level will appear.</th>
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<tbody>
<tr>
<td></td>
<td>These clauses allow the implementing partner some flexibility in making minor revisions to the Budget, within the limits stated. The partner is permitted to make budgetary line transfers within the budget at the indicated level (objective/output/account) that shall not exceed 15% (unless otherwise authorized by UNHCR in writing and in advance). The most important consideration is that budgetary transfers must not increase partner personnel cost and the total of the approved Budget. In case the level of budgetary transfers exceeds 15%, the Project Amendment should be made to reflect the change in the Project Budget.</td>
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<td>Only where there is a long history of partnership and performance and when allowed by the nature of Project activities, are transfers allowed at the Objective level. For the majority of PPAs the transfers are allowed at the account level.</td>
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<tr>
<th>Project Overhead Support Costs (6.11-6.14)</th>
<th>Project Overhead Support Costs are the support administrative costs that are necessary for the implementation of projects by the International NGOs that carry out projects in countries other than where their headquarters are located. If requested UNHCR may contribute towards the Overhead Support Costs of international NGOs.</th>
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<tr>
<td></td>
<td>When UNHCR enters into a PPA with a partner, there is the expectation that the partner, in a spirit of partnership, will contribute additional resources to the Project. However contribution of resources by the International NGO partner to the Project is not a</td>
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**PRE-DRAFT** (initial stage of drafting) for soliciting comments/suggestion

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**Precondition for UNHCR’s decision to contribute towards the Headquarters Overhead Support Costs of International NGOs.**

The detailed methodology of the Project Overhead Cost calculation is provided in a separate “Guidance Note on Project Overhead Support Cost”.

**Procurement from Commercial Suppliers (6.15)**

UNHCR Procurement Management and Contracting Service (PMCS) will determine which agencies will be given ‘Pre-Qualified for Procurement’ (PQP) status according the “Procurement by Implementing Partners-UNHCR Guidelines for Partners”. PQP status will be granted for 5 years.

For PPAs involving the delegated procurement of goods and services, the appropriate box is to be selected to confirm that Partner has PQP status or will be procuring in adherence to the UNHCR policy and procedures set out in the “Procurement by Implementing Partners-UNHCR Guidelines for Partners”.

There will be a two (2) years grace period starting from 2014 for the partners to acquire the PQP status from UNHCR Procurement Management and Contracting Service. International NGO partners shall request PQP status at their headquarters level for the organization overall and not at country level.

**Articles Specific to Specialized Project Activities**

Select only those specialized activities that are part of the Project and only those activities will appear in the Agreement.

The provisions for each Specialized Project Activity will detail the partner’s obligations vis-à-vis activities in the particular specialized area providing reference to the existing UNHCR strategies, policies, operational and other guidance for that particular area of specialization. Relevant reference links are available in the PPA for the partners to get more details on such policies and guidance and those references will be updated as they are reviewed, amended, updated.

**Article 7 – Participation of Population of Concern**

This clause ensures, to the extent possible, that full consultations with, and mobilization of, the persons of concern will provide planning data for appropriate, timely and cost-effective assistance. Consultations with the persons of concern may ensure that inappropriate forms of assistance are avoided. Reference to UNHCR’s policies and guidelines on Age, Gender and Diversity Policy, participatory assessments should be reinforced by appropriate activities as described in the relevant Project Description.
### Article 8 – General responsibilities of the Parties

| Joint monitoring and review (8.1) | Monitoring of the Project is the responsibility of all parties and should be done regularly. Formal joint monitoring by UNHCR and Partner must be held at least twice a year at mid-year and at the end of the Project. Results of the joint monitoring reviews must be documented and kept in the Project Files of UNHCR and partners along with Annual Feedback forms (“Partner to UNHCR” and “UNHCR to Partner”) that are required to be completed at the end of each Project (ref. Guidance note on “Joint Monitoring and Partner Feedback”). |
| Communication to other parties (8.2) | The clause reinforces that the Partner is a legal entity separate from UN, UNHCR and any other subsidiary bodies of United Nations and this should be reflected in all the communications that Parties have with general public, governments and other entities. |

### Article 9 – Participation and Obligations of UNHCR

This Article reinforces the mutual cooperation between the Parties emphasizing the support UNHCR will provide to assist in the implementation of the Project.

### Article 10 – Participation and Obligation of the Partner

| Implementation of the project (10.1 – 10.3) | These clauses reinforce the Partner’s commitment to the Project objectives and desired results, respect and adherence for UNHCR’s mandate, policies and guidelines, responsibility to avoid/resolve possible conflicts of interest. |
| Monitoring (10.4) | The Partner commits to establish and maintain a robust system for monitoring Project implementation progress against the defined objectives and outputs detailed in the Project Description and Workplan. |
| Use of Resources (10.5 – 10.10) | UNHCR funds should be used only for the purposes intended, as specified in Project Description and Budget attached to the Agreement. Partner also commits not to use the resources received under the Agreement to provide support to terrorists or individuals associated with terrorism. |
| Transfer of Monies due to UNHCR from Partner (10.11 – 10.17) | These clauses restrict the use of any miscellaneous income received by the partner to meet unforeseen project expenses. Any miscellaneous income should be transferred to UNHCR unless authorized otherwise. |
Unspent balances and revenues should be refunded at the time of submitting the Final Project Financial Report or not later than 14 days after UNHCR accepts the Final Project Financial Report. This does not require any additional written requests from UNHCR to the partner and should be done automatically.

### Application of Exchange Rate (10.18)

As a rule the currency of expenditure is the currency of funds transferred by UNHCR. Under exceptional circumstances when Partner has to incur expenses in a different currency, the actual rate of exchange for the transaction applies. The partner will submit financial reports in project implementation currency.

### Maintenance of Project Records (10.19)

The clause details what constitutes essential Project records that are to be kept for at least 6 years following the completion of the Project.

### Goods and Property (10.20 – 10.26)

Clause 10.20- Goods and Property Report should reflect what Goods and Property partner has been given or has acquired with UNHCR funds. Signing “Agreement for the Receipt and the Right of Use of Goods and Property” is required when Goods and Property are provided in-kind by UNHCR. Goods and Property provided in-kind will not be included in the Project Budget.

Clause 10.21- Partner assumes full responsibility for custody, maintenance and any damage and loss, theft and third party liability in respect of Goods and Property. The costs of repair/replacement beyond what is provided in the Project Budget require UNHCR’s written authorization.

Clause 10.22-The partner should acquire appropriate levels and type of insurance coverage according to local conditions and practice. Adequate budgetary provisions should be made for such insurance, as agreed. UNHCR is to be informed about any possible compensation received from any claim against insurance policy funded by UNHCR and the amount received should be treated as any miscellaneous revenue received by partner (clause 10.12)

Clause 10.23-Partner is to establish and maintain records to allow tracking of the all Goods and Property. This clause reinforces the principle that any disposal of Goods and Property is to be approved by UNHCR first.

Clause 10.24- This clause stresses the importance for both parties to conduct physical verification of property and facilities and provision of periodic Goods and Property Report by the partner.
**PRE-DRAFT (initial stage of drafting) for soliciting comments/suggestion**

| **Clause 10.25-10.26** – Periodic Goods and Property Report is to be provided according to the provisions of article 5.1. If ownership of Goods and Property is to be transferred to the partner, then a separate handover agreement “Agreement on the Transfer of Ownership of Goods and Property” is to be concluded. |

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<th><strong>Inspection, Monitoring and Audit (10.27 – 10.30)</strong></th>
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| These clauses are statutory requirements for all Agreements since they provide the basis on which UN auditors may conduct operational and financial audits of the Project. Audit is a requirement under the UNHCR Financial Rules. Audit certificates and the accompanying management letters are to be submitted within three months of the final date for liquidation of commitments. “Guidance Note on the management of project audits” will provide further details on the Project audits.  
Note that project records must be retained for six years following completion of the Project.  
The Audit may cover matters related to use and management of funds, accounting and internal control systems, achievement of expected results of the Project, reports and other implementation documents and Partner’s compliance with the Agreement.  
Outcomes of Audit for Projects shall be shared with the Partner providing the Partner the opportunity to comment on the results and take agreed appropriate course of action to address audit observations. |

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<tr>
<th><strong>Investigation and Ethical Considerations (10.31 – 10.37)</strong></th>
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| These clauses highlight Parties’ commitment to demonstrate high ethical and professional standards in their work, putting in place efficient and cost-effective management practices and transparent reporting and communications. All reasonable measures should be put in place to prevent exploiting and abusing refugees and other persons of concern by partner personnel or engaging in any form of behavior that could amount to misconduct.  
Partners are required to put in place minimum standards and procedures in relation to managing misconduct so in case of alleged abuse or possible misconduct proper investigation is undertaken and results reported to UNHCR. A guidance note on standards of management of misconduct by partner is in the process of development and will be the referenced in the PPA in due course. |
**Partner Personnel (10.38 – 10.49)**

**Partner Personnel Contracts:**

*Clauses 10.38-10.40:* Defines *Partner Personnel*, highlighting that *Partner Personnel* have no contractual link to UNHCR and are employees of the partner. Partners are required to establish written agreements with *Partner Personnel*, in compliance with the applicable regulations and relevant legislation. The employment agreements must specify the term of engagement: functional title, description of duties; remuneration and other entitlements, duration of employment agreement, expected conduct, the grounds for termination of the contract.

**Partner Personnel Costs:**

*Clauses 10.41 & 10.47:* Emphasize that partner shall meet all the costs for employing *Partner Personnel*, including salaries/wages and other entitlements (such as overtime, social security, taxes, allowances, termination costs, etc.) applicable with applicable regulations and relevant legislations.

UNHCR offices in consultation with partners will establish a scale of periodic flat rates (‘pro forma costs’) for UNHCR contribution towards *Partner’s National Personnel Costs* (based on local market research, including researching the practices of other humanitarian and UN agencies). The scale of flat periodic rates will be subject to periodic review and update (every 5 years a survey and desk review every 2 years).

The UNHCR’s contribution towards the Partner’s International Personnel cost will be established as a lump sum and contribution level of such will be determined by UNHCR with reference to the jointly (UNHCR-partners) conducted local market research among humanitarian agencies in a country of project implementation. The market research/survey will provide UNHCR with Indicative amount to guide its contribution level, whilst ensuring fairness and transparency. Such market research will be subject to periodic review and update (every 5 years a new survey must be conducted and a desk review must be undertaken every 2 years).

Non-liability of UNHCR for payment of remuneration and other entitlements and benefits or compensation accrued over years of engagement of *Partner Personnel* in excess of UNHCR’s contribution stipulated in the *Project Budget* is highlighted in *clause 10.47*.

The partner should document UNHCR’s and other donors’ contribution towards *Partner Personnel Costs* for review and audit purposes. *Partner Personnel* report is to be submitted along with
**Periodic Project Financial Reports** *(clause 10.49)*

**Clause 10.43:** In accordance with labor laws of the country of operation, **Partner Personnel** must be insured against work-related accidents. The **Project Budget** should provide for the costs of such insurance.

**Partner Personnel Expected Conduct:**

**Clauses 10.45-46:** **Partner Personnel** shall respect confidentiality of all information pertaining **Project**, individual or group of population of concern. **Partner Personnel** should not take any instructions from external authority regarding activities under this **Project**.

**Partner Personnel Recruitment:**

**Clause 10.48:** The partner is responsible for the recruitment of **Partner Personnel** in a professional and transparent way and if needed and specified in **Project Description** in consultation with UNHCR. **Partner Personnel** should respect equal opportunity for all genders and oppose child labor and exploitation *(clause 10.42)*.

Further detailed guidance on the provisions relating to the **Partner Personnel** matters is provided in a separate “Guidance Note on Partner Personnel”.

**Assignment to a third party-Non-commercial Entities (10.50-10.51)**

The partner can delegate partial or full implementation of the **Project** to a third party only with UNHCR’s prior written approval and when such delegation is justified (as stipulated in **Project Description** under “Implementation Arrangements”).

In the event such delegation is approved the partner shall be fully responsible for all work and services performed by the third party and for all acts and omissions committed by the third party. The approval of UNHCR of a third party shall not relieve the partner of any of its obligations under this Agreement. The terms of any third-party arrangement shall be subject to and conform to the provisions of this Agreement.

**Article 11 – Other provisions**

**No Party to Benefit (11.1)**

This provision is aimed at ensuring transparency and integrity by all parties to the Agreement guaranteeing that no party will gain direct or indirect benefit arising from the Agreement.
<table>
<thead>
<tr>
<th>Topic</th>
<th>Description</th>
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<tbody>
<tr>
<td>Anti-Corruption and Anti-Fraud Practices (11.2 – 11.3)</td>
<td>The Parties should demonstrate zero tolerance for corrupt or fraudulent practices. Highest standard of integrity and accountability should be adhered in the use of Project resources.</td>
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<tr>
<td>Compliance with Legislation (11.4)</td>
<td>The Partner is obliged to respect the laws of the country in which it is operating.</td>
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</tbody>
</table>
| Taxation and Customs (11.5)                                         | This clause also requires the partners to maximize possible tax exemptions available for charitable organizations and if possible to get UNHCR’s support to benefit from applicable international and national legal instruments for tax and custom duties.  
                                                                      | The partner is required to file for tax exemption or reimbursement even if the amount is minor and the process lengthy and reimbursement is provided in the form of a set-off in income taxes for project personnel due to the state. |
| Copyright, Patents and Other Proprietary Rights (11.6 – 11.10)      | These provisions are a logical consequence of the contractual arrangements under the Agreement with UNHCR. One of its more obvious applications pertains to who keeps the proprietary right for studies, evaluations, reports etc. undertaken as part of a Project Partnership Agreement. The new Agreement allows some flexibility and proprietary rights can be determined on case by case basis. |
| Confidentiality (11.11 – 11.16)                                    | These clauses require partners to keep confidential all information pertaining to this Project. Information can only be released to persons duly authorized by UNHCR or to third parties with prior authorization from UNHCR. UNHCR’s information is subject to Privileges and Immunities accorded to UNHCR and as such it cannot be disclosed unless such immunity is expressly waived by UNHCR. Non-compliance with these clauses could have important and serious protection implications. |
| Personal Data Protection (11.17 – 11.25)                           | Those provisions require UNHCR's partner to keep confidential all information of a biographic nature on the persons of concern. Personal Data collected by the partner should be treated in compliance with UNHCR policies on data protection in line with international data protection rules and policies (the policy on data protection is being developed and will be referenced in PPA in the due course). |
| Visibility (11.26 – 11.30)                                         | The Parties should provide visibility for the activities implemented under the Agreement in Project related materials where security permits. In so doing, the partner should adhere to the correct use of
UNHCR’s name and logo, and use them only in connection with the Project or other agreed joint activities (partner should request UNHCR to obtain the official logotype for use). UNHCR is also permitted to use partner’s name logo only to the extent to which Partner permits.

*Clause 11.30* – Where and when requested, the partner may be required to provide visibility of UNHCR’s donors that are contributing to the project. This will be discussed with the partner in advance of signing the agreement. The partner may opt out of this requirement where it is considered a security threat to Partner Personnel and / or People of Concern, or if partner organizational policy does not allow. UNHCR will provide the relevant donor logos to the Partner.

| Responsibility for Claims (11.31 – 11.32) | These Clauses are statutory requirements, excluding UNHCR from:  
• any liability towards third parties, and  
• any liability towards the Partner Personnel
arising out of the activities performed by the Partner under the Agreement. Partner is solely responsible for administering all claims brought against it or UNHCR by the Partner Personnel or third parties. |
| Privileges and Immunities (11.33) | This clause safeguards the precedence of other legal instruments that relate to UNHCR's privileges and immunities. Such instruments comprise, inter alia:  
(a) the 1946 Convention on the Privileges and Immunities of the United Nations;  
(b) any Accord de Siège, Exchange of Letters, Memorandum of Understanding or Cooperation Agreement with the host government which embodies the same provisions as the 1946 Convention; and  
(c) any Basic Agreement, Protocol or Memorandum of Understanding which may govern UNHCR assistance programmes in the host country and in which the status of the UNHCR office and staff is stated. |
| Force Majeure and Other Changes in Condition (11.34 – 11.37) | *Project* Agreements are established according to the situation prevailing at the start of the *Project*. During the course of a *Project*, circumstances may evolve which significantly change the scope and magnitude of the *Project*. These Clauses ensure that, in such circumstances, the *Project* is reviewed jointly and revised in accordance with the new situation. |
**PRE-DRAFT (initial stage of drafting) for soliciting comments/suggestion**

<table>
<thead>
<tr>
<th>Amicable Settlement and Arbitration (11.38 – 11.41)</th>
<th>The United Nations enjoys immunity from every form of national legal process. Any claim or controversy arising out, of or relating to, the interpretation and/or implementation of an Agreement, unless settled amicably, must be submitted to arbitration under the rules established by the United Nations Commission on International Trade Law (UNCITRAL).</th>
</tr>
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<tr>
<td>Termination (11.42 – 11.49)</td>
<td>These clauses safeguard UNHCR’s and its donors’ interests in cases where partners fail to perform.</td>
</tr>
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<td></td>
<td>Due notice is to be served as specified by parties initiating termination and both parties should strive to ensure that there is no adverse impact on persons of concern.</td>
</tr>
<tr>
<td></td>
<td>Termination shall relieve the High Commissioner from any further obligations under the Agreement or liability for compensation. The partner shall return all unspent funds provided under the Agreement and the High Commissioner’s property in its possession, if any.</td>
</tr>
</tbody>
</table>

**Article 12 – Amendments**

The present Agreement, including its Annexes, may be modified or amended only by written agreement between the Parties.

*(In case an amendment to the Agreement is made, UNHCR Offices are required to update the Agreement in MSRP and number the amendment in the Agreement Symbol.)*

**Example: UNHCR/PAK01/2013/Pillar 1/0003758/Amendment No: 001.*

When preparing an amendment to an Agreement only the Annexes that reflect the change are required to be included in the Agreement Amendment for signature (for example if the reason for Agreement amendment is the change in the Project Budget, the annexes to be included in the Agreement Amendment for signature will include Project Budget (Annex B) and Planned Results Section (6) of Project Description (Annex A)).

**Article 13 – Contact Data**
**PRE-DRAFT (initial stage of drafting) for soliciting comments/suggestion**

| Partner (13.1) | The full name, title and address of the persons designated to manage this Agreement should be provided along with partner’s full name, official registration requisites and usual contact details.  
UNHCR can be informed about changes in contact details (if any) through exchange of letters; it does not require an amendment to the Agreement. |
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<tbody>
<tr>
<td>UNHCR (13.2)</td>
<td>The full name, title and address of the person designated by UNHCR to manage this Agreement should be provided along with full contact details.</td>
</tr>
</tbody>
</table>

**Article 14 – Appendices and Annexes**

In the event that the terms contained in the Annex(es) are incompatible with those contained in this Agreement, then the latter shall govern and prevail. List and attach any Annex(es) that both UNHCR and the partner consider to be a component of the Project Partnership Agreement.

**List of Appendices:**
- Appendix 1: Provides definitions of terms used in the agreement
- Appendix 2: Provides the expected standards of managing misconduct

**List of Annexes:**
- Annex A: Project Description, including the Expected Results Logframe (as agreed)
- Annex B: Project Budget
- Annex C: Project Workplan/ Installment Plan
- Annex D: Project Report Formats
- Annex E: Partner Personnel List

*(List and attach any additional annexes)*

**Article 15 – Language**

Select the box if translated version of the agreement needs to be attached to the Agreement and this clause will appear.

The official Agreement is only the one signed in UNHCR official working languages which are English, French and Spanish. Translations in any other language are just to assist the understanding of the Agreement and in case of any disputes or controversy interpretation, the English version prevails.

**Signatures**
Completing this space ensures that the requisite numbers of originals are signed normally two for Bipartite Agreements: one original for each Party.

If other signed originals are required (e.g. for the Ministry of Finance or the Attorney General), then extra originals should be signed. A photocopy of a final signed original is often sufficient for those who need a copy for reference or for their records.

In addition to the signature of an authorized officer for each Party, the individual's name and title, and the date and place indicating when and where each signatory signed are entered. These dates are for reference purposes only; the Effective Commencement Date (see Clause 3.2) specifies when the agreement comes into effect.