Bipartite Project Partnership Agreement  
(Governmental, non-governmental community-based organization and other not-for-profit entity)  

Agreement Symbol: Business Unit / YYYY / Agreement No:  

PROJECT PARTNERSHIP AGREEMENT  
UNDER THE PROGRAMME OF THE UNITED NATIONS  
HIGH COMMISSIONER FOR REFUGEES  
BETWEEN  

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES  
(hereafter: “UNHCR”)  

AND  

_____________________________  
(hereafter: “Partner”)  

(Both hereafter referred to as “Parties”)  

Preamble:  

i. GIVEN that UNHCR is a United Nations organization established by the United Nations General Assembly Resolution 319 (IV) of 3 December 1949, whose objectives are established in the Statute of the Office of the United Nations High Commissioner for Refugees adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950;  

ii. GIVEN that the Partner is a governmental, non-governmental community-based organization, or other not-for-profit entity subject to the laws of the country of its establishment and/or operation and established in accordance with those laws as an autonomous and independent entity from UNHCR whose purpose and activities are defined in its constitutive documents;  

iii. GIVEN that the Parties have agreed to establish a collaborative partnership and endeavor to raise resources to address the needs of refugees and other persons of concern (hereafter: “Population of Concern”);  

Article 1 – Definitions; Interpretation  

1.1 Capitalized terms used in this Agreement shall have the meaning ascribed to them either in the body of this Agreement or in the Appendix.  

Article 2 – Nature and Extent of Co-operation  

2.1 This Agreement establishes a Project to which UNHCR contributes resources, and for which the Partner accepts the contribution and will carry out the Project under its own responsibility. UNHCR’s contribution to this Agreement and any other Project with the same
Partner, in the same operation in the same year shall not exceed USD 50,000. The Partner has agreed to cooperate with UNHCR in the implementation of this Project in line with UNHCR’s Global Strategic Priorities and UNHCR’s Operations Plan.

2.2 The Parties recognize the unique nature of their partnership and commit to fulfill their respective obligations for undertaking the Project with competence to achieve the desired results for the Population of Concern in accordance with the terms of this Agreement, its Appendix and Annexes.

2.3 The Parties shall hold regular consultation and coordination meetings for the attainment of the Project objectives and to best serve the Population of Concern.

2.4 The Parties commit to carry out all their activities with the highest ethical and professional standards, both within their respective organizations and externally, in conformity with their humanitarian nature. The Parties shall have zero tolerance for corrupt and fraudulent practices, abusive behaviour towards the Population of Concern, and any form of misconduct including conflict of interest. The Parties also commit to take disciplinary and corrective actions when misconduct is found to have occurred.

SECTION 1: PROJECT-SPECIFIC PROVISIONS

Article 3 –Duration of this Agreement

3.1 This Agreement shall enter into force on the date when the last of the Parties signs. The activities of Project shall be undertaken in line with the Project Work Plan/Instalment Plan (Annex C) and shall be completed within the Project Implementation Period set out below:

<table>
<thead>
<tr>
<th>Project Implementation Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Effective start date of implementation (no earlier than 1 January of the Budget Year)</td>
</tr>
<tr>
<td>Completion date of implementation (no later than 31 December of the Budget Year)</td>
</tr>
</tbody>
</table>

3.2 The Project Liquidation Period is set out below and shall be the period by which financial commitments entered into during the Project Implementation Period must be settled by the Partner pursuant to this Agreement.

<table>
<thead>
<tr>
<th>Project Liquidation Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>(no later than 31 January of the year following the Project Implementation Period)</td>
</tr>
</tbody>
</table>

3.3 In exceptional circumstances, a No-cost Extension of the Project Implementation Period and/or Project Liquidation Period beyond the date specified in Art. 3.1 and 3.2 may be granted by UNHCR’s Controller. Such extension shall be recorded in an Agreement.
Amendment which in order to be valid and binding must be finalized prior to the end of the then current Project Implementation Period.

**Article 4 – Project Identification**

4.1 Project title: _________________________________

4.2 The Agreement Symbol is:

< Business Unit / YYYY / Agreement Number /Amendment>

4.3 All documents related to Project activities, including correspondence, reports and financial records relating thereto, shall bear this Agreement Symbol.

4.4 Basic Project Data

- Budget Year: _________________________________
- Partner Code: _________________________________
- Cost Centre(s): _________________________________
- Pillar: _________________________________
- Situation(s): _________________________________
- Operation: _________________________________
- Population Planning Group(s): _________________________________
- Goal(s):

**Article 5 – Project Reporting**

5.1 The Partner shall submit timely, accurate and complete periodic reports, as specified below, in the standard format(s) provided in Project Report Formats (Annex D) to demonstrate performance progress and utilization of resources.

<table>
<thead>
<tr>
<th>Reporting Period Ending in the Budget Year specified in Art. 4.4</th>
<th>Report Type* (select applicable report for the reporting period)</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reporting Period Ending in the Budget Year specified in Art. 4.4</td>
<td>Report Type* (select applicable report for the reporting period)</td>
<td>Due Date</td>
</tr>
<tr>
<td>---------------------------------------------------------------</td>
<td>---------------------------------------------------------------</td>
<td>----------</td>
</tr>
<tr>
<td>30 November</td>
<td>Project Financial Report</td>
<td>By 10 December of the Budget Year</td>
</tr>
<tr>
<td>31 December (final)</td>
<td>Final Project Performance Report Final Project Financial Report Final Goods and Property Report Final Partner Personnel Report ___ Other ___</td>
<td>By 15 February of calendar year following the Budget Year</td>
</tr>
</tbody>
</table>

*Where [ _ ] is indicated, the report is optional, based on operational conditions.

5.2 Other reports (specify titles and due dates):

<table>
<thead>
<tr>
<th>#</th>
<th>Report Type</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>&lt;DD-MM-YYYY&gt;</td>
</tr>
</tbody>
</table>

5.3 All submitted reports are subject to verification and acceptance by UNHCR. UNHCR shall communicate to the Partner whether it accepts the reports or requests additional information. The Partner shall provide such evidence and supporting documentation for clarification and assurance of information reported, when requested by UNHCR.

Article 6 – Resource Requirements and Financial Arrangements

6.1 The total UNHCR contribution for the Project is set out in the table below and detailed in the Project Budget (Annex B). The Project Budget is based on the cost of the expected outputs and deliverables as set out in the Project Description (Annex A). The currency of the Project Budget shall be the same currency as the Project expenditures and the transfer of funds between the Parties.

<table>
<thead>
<tr>
<th>Contributing Party</th>
<th>Total Cash</th>
<th>In-Kind (est. equivalent in US Dollars)</th>
</tr>
</thead>
<tbody>
<tr>
<td>UNHCR as stipulated in Project Budget (Annex B)</td>
<td>&lt;Currency 1&gt;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&lt;Currency 2&gt;</td>
<td></td>
</tr>
<tr>
<td>Partner contribution</td>
<td>&lt;Currency 1&gt;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&lt;Currency 2&gt;</td>
<td></td>
</tr>
<tr>
<td>Other parties' contribution</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
6.2 UNHCR shall transfer the First Instalment into the bank account as specified by the Partner in Art. 6.4 within ten (10) working days following the date this Agreement enters into force.

The indicative Instalment schedule is as follows:

<table>
<thead>
<tr>
<th>Start Period</th>
<th>End Period</th>
<th>Budgeted Currency</th>
<th>Amounts</th>
<th>Instalment</th>
</tr>
</thead>
<tbody>
<tr>
<td>[MM to MM YY]</td>
<td>[MM to MM YY]</td>
<td></td>
<td>1&lt;sup&gt;st&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>[MM to MM YY]</td>
<td>[MM to MM YY]</td>
<td></td>
<td>2&lt;sup&gt;nd&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>[MM to MM YY]</td>
<td>[MM to MM YY]</td>
<td></td>
<td>3&lt;sup&gt;rd&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>[MM to MM YY]</td>
<td>[MM to MM YY]</td>
<td></td>
<td>4&lt;sup&gt;th&lt;/sup&gt;</td>
<td></td>
</tr>
<tr>
<td>[MM to MM YY]</td>
<td>[MM to MM YY]</td>
<td>XX</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[MM to MM YY]</td>
<td>[MM to MM YY]</td>
<td>XX</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

6.3 UNHCR shall deposit Instalments solely into the bank account bearing the official name of the Partner. The account shall be preferably a separate, interest-bearing bank account and maintained by the Partner for purposes of the Project. The use of UNHCR funds must remain traceable and auditable.

6.4 Partner’s bank account held in the country of operation, to which UNHCR shall deposit funds in <currency>:
Bank name, address and clearing number: ____________________________
Name of account holder: ____________________________
Account title and number and address: ____________________________

6.5 The Partner may make discretionary budget line transfers of reasonable amounts at the Account levels within an Output, provided the change at the Output level does not exceed 20%, the delivery of the expected results at the Output level remains the same as earlier agreed, there is no change in Partner Personnel costs and the overall Project Budget (Annex B). The justification for such transfers must be included in documentation maintained by the Partner and should be made available for UNHCR verification and audits. Any other budgetary transfer requires an advance written authorization by UNHCR (Amendment of the PPA).

6.6 The UNHCR contribution for Project Headquarters Support Costs to International Partners, as applicable, is defined in the Appendix (Definitions) and in the Project Budget.

Article 7 – Articles specific to Specialized Project Activities  (select sectors only as applicable)

The Reserved Article 7 shall be used for inclusion of Articles Specific to Specialized Project Activities. If the adjacent box is selected, the relevant text below shall appear in the Agreement:

☐ Cash and Voucher Assistance to the Population of Concern
Select if cash assistance to the Population of Concern is applicable to this Agreement.
The Partner shall effect payment (cash, bank cards, electronic, voucher or any other form of transfer) to the Population of Concern only when the Project Description (Annex A) and the Project Budget (Annex B) provide for such payments to be made.

The Partner shall establish procedures, criteria and financial controls for cash assistance in accordance with UNHCR policy and in consultation with UNHCR, *inter alia*:

a. A system for tracking, recording and reporting transactions, including order receipts and receipt and release of cash. If a preferential tracking system exists, the Partner shall comply with that system.

b. The latest information on distribution statistics, including a summary statement with the periodic Project Performance Report.

c. A monitoring system for the cash/voucher transfer to ensure compliance with the agreed procedures, principles and proper end-use of transfer, including participation in on-site distribution and post-distribution monitoring activities.

Livelihoods

*Select if programming relating to livelihoods programmes is applicable to this Agreement.*

The Partner shall:

a. Comply with the policies, principles and objectives set out in UNHCR's Global Strategy for Livelihoods, available at: [http://www.unhcr.org/530f107b6.html](http://www.unhcr.org/530f107b6.html) and UNHCR country-specific livelihoods strategy where these exist.

b. Ensure livelihoods programmes are market based, focusing on access to employment and/or self-employment and designed through analysis of quality data collected using baseline, market and value chain assessments.


d. Ensure that all livelihoods interventions are targeted to provide the highest possible benefit to the selected group of persons of concern, based on their socio-economic status and potential.


g. Provide UNHCR with quality monitoring plans, explaining how and when to measure impact of livelihoods programmes.

h. Ensure livelihoods programmes are considered throughout all phases of displacement; during emergencies, following emergencies, and towards a transition to durable solutions. Self-reliance should be advocated for and supported whether persons of concern will return home, be resettled or locally integrated.
Building, Shelter and Construction

Select if the construction of permanent or semi-permanent structures or infrastructure is applicable to this Agreement.

The Partner shall:

a. Deliver the agreed construction of structures/infrastructure in accordance with the standard and quality in terms of the design and the bill of quantities (BOQ), including items description, technical specifications and costs as stipulated in this Agreement (together with its annexes and appendices).

b. Ensure the requirements of Art. 7.1, 12.41 and 12.42 if the Partner awards a contract to third parties for construction, that the contract is established in accordance with competitive bidding, professional and technical standards and practices, and includes conditions that, inter alia, provide that:

i. The contractor shall complete the work as per the date and of the quality standard specified in the Project Description (Annex A). Failure to meet this deadline shall normally incur a financial penalty payable by the contractor and calculated according to a daily or weekly rate for any delay.

ii. Except for any reasonable initial down payment that may be required according to the prevailing practice, payments to the contractor against the construction cost as shown in the tender document are made only based on work performed. Normally, aggregate amounts due on or by completion of the works shall not exceed 90 per cent of the total contract price; the balance of 10 per cent being withheld as a retention that shall not be paid until the satisfactory completion of all work has been verified at the end of the warranty period. Initial down payments shall be deducted from subsequent payments to be made against submitted invoices.

iii. The Partner shall submit a written document listing all outstanding guarantee amounts, warranty period, name of the contractor and payable person, along with the contract, for outstanding commitments under this Agreement, beyond the Project Liquidation Period. If the warranty period for settlement after verification of satisfactory completion of work extends beyond the Project Liquidation Period following the implementing year, the Partner shall remit to UNHCR the guarantee amount withheld pursuant to para. b (ii) above. UNHCR and the Partner shall enter a subsequent Project Partnership Agreement to cover the withheld guarantee amount, or establish a bank bond that would only be released by the consent of UNHCR in writing to the issuing bank.

iv. If, during the course of construction, it becomes apparent that the contractor is for any reason unable to fulfill his/her obligations under the contract or if he/she delays or neglects to complete the building within the time prescribed and fails to proceed with such work, a second contractor may be employed to complete the building and be authorized to use any plant materials and property of the first contractor upon the ground.

v. Any defects that appear within a specified warranty period after completion shall be rectified within a reasonable and agreed time by the contractor at his/her own cost. The duration of the warranty period shall be in accordance with the established terms under normal practices and agreed time, but not less than six months, and shall be included in the formal terms of the contract.

vi. Following a final inspection of the building(s) by the supervising surveyor or engineer, a delivery document shall be signed by the Partner and its contractor indicating the date of the hand-over, stating that the building has been constructed in conformity with the provisions of the contract, the approved plans and the technical specifications and that it is in respect of the quality standard required. Normally the hand-over shall only take place once all work has been satisfactorily completed. If, however, in exceptional circumstances delivery takes place before that time, the delivery document shall refer in detail to all
outstanding work to be performed and shall describe all apparent shortcomings and defects. The delivery document shall also provide the date from which the guarantee provisions come into effect. This date shall normally be the date of hand-over or the date of final completion of all work, whichever is later.

c. Unless otherwise agreed on a case-by-case basis, and in accordance with local practice and the availability of appropriate insurance, ensure that all buildings for which the overall final construction cost shall exceed USD 20,000 (per building), or its equivalent in local currency at the applicable United Nations official rate of exchange, are at all times during the course of construction kept adequately insured with a company of good reputation in the full value thereof against loss or damage by fire, lightning, flood, storm or such other hazards as may be considered advisable, until all work has been completed, or in those cases where a contractor is employed, until such time as the building has been formally handed over by the contractor. Thereafter, and for as long as the building is being used for the purposes of the Project, similar insurance coverage shall be maintained in the full replacement value thereof at the user’s own cost.

d. Ensure that all structures constructed under this Agreement are used exclusively for the purpose of the Project as specified in the Project Description (Annex A) and any other agreements referenced in Art. 12.11 and 12.17.

e. Discuss with UNHCR, at least 90 days prior to the end of the Project Implementation Period, the future use of all such buildings thereafter. Under no circumstances shall such buildings be disposed of or earmarked for disposition without prior consultation with UNHCR.

f. Execute, if applicable and with advance written UNHCR consent, an agreement during the course of the Project governed by a Project Partnership Agreement, formally handing over the ownership or right of use of the buildings to a party designated by UNHCR. The “Transfer of Ownership Agreement of UNHCR Goods and Property” or the “Agreement on the Right of Use of Project Property” shall only be provided by UNHCR as appropriate.

☐ Food and Non-Food Item Distribution

Select if the distribution of food and non-food items are applicable to this Agreement.

The Partner shall:

a. Comply with the UNHCR principles for the distribution of agreed assistance packages of food and non-food items to the agreed Population of Concern, in particular those principles ensuring that distribution is equitable, effective, timely, involves refugee women at all levels and in all phases of the process, protects vulnerable groups from exploitation and abuse, and consult with UNHCR before distributing any other item not part of the agreed assistance package.

b. Where WFP participates in the distribution of food assistance, comply with the terms stated in the signed “Tripartite Agreement between UNHCR, World Food Programme and the Partner on the Distribution of Food Assistance” and other relevant agreements including distribution modalities and responsibilities for reporting on the distribution and the use of food commodities, food and non-food distribution scales.

c. Monitor the distribution of food and non-food items effectively in order to ensure compliance with the agreed procedures and principles, and actively participate in post-distribution monitoring activities aimed at assessing the end-use of relief items by the Population of Concern.

☐ Warehouse and Inventory Management

Select if warehouse and inventory management are applicable to this Agreement.
The Partner shall carry out all warehouse and inventory management under this Agreement in accordance with the "Guidelines for Partners Managing UNHCR Warehouses and UNHCR Inventory."

The Partner by signing this Agreement, commits to adhere to the main obligations and best practices set out in the guidelines to ensure effective management, including:

a. Information to be received by Partner warehouse to perform the required duties.

b. Partner obligations at the warehouse:
   i. Key roles and responsibilities to be assigned;
   ii. Layout and storage plan to improve Inventory management and space utilization;
   iii. Fire risk prevention and security to protect goods from the risks of fire, loss, breakage, damage and theft;
   iv. Maintenance of basic equipment to function properly;
   v. Maintenance of premises, including pest control, ventilation, water proofing, drainage systems, etc.;
   vi. Appropriate, careful stacking, storage and Inventory management to ensure stability, facilitate stocktaking and prevent damage or loss of stored Inventory or other items (monitor expiry dates of food);
   vii. Insurance: warehouses are not automatically insured by UNHCR. Therefore, when the Partner has the overall responsibility for the goods stored, the Partner must arrange insurance to ensure that the premises and the goods stored under its responsibility are appropriately insured.
   viii. Compliance with UNHCR process for receiving consignments and returning goods to ensure that: Inventory received in a UNHCR warehouse have been procured and owned by UNHCR and meet specifications; Inventory is stored in the appropriate location according to UNHCR requirements; forms to confirm the reception (goods receiving note), to identify the item stack (bin/stack card) and to track the stock balance (stock card) are properly updated;
   ix. Release of Inventory is executed only after receiving a duly approved material stock request from UNHCR. The UNHCR process to be followed includes preserving the Inventory, picking the items, moving them to the staging area, and completing the waybill and updating stock records;
   x. Proper document management and filling for providing proof of transactions;
   xi. Plan for maintaining the cleanliness of the premises;
   xii. Information to be provided to UNHCR on a daily (incoming/outgoing shipment reports; copies of good received notes, waybills and quality inspection reports); weekly (stock reports, detailing in/out movements and balances); and
   monthly basis (copies of stock cards, also those where the quantity has reached zero during the reporting period); and
   xiii. Daily warehouse manager obligations.

c. Shared obligations of the Partner warehouse and UNHCR, such as monthly Inventory reconciliation and quarterly/yearly physical verification to identify and minimize Inventory issues.

d. Forms to be maintained by the Partner, including an explanation on how to use them.

Microfinance/ Microcredit/Revolving Loan Funds
Select if the establishment and/or management of a revolving loan fund is applicable to this Agreement.

Management of Fund

The Partner shall:
a. Manage the fund in compliance with the objectives of the Project and the UNHCR operation and in consultation with UNHCR.
b. Not disburse any loans to the Population of Concern before a separate agreement entitled “Agreement on the Transfer of a Grant pertaining to UNHCR Revolving Loan Funds” has been concluded with UNHCR.
c. Not use the loan repayments and related interest for any other purpose than that provided for in the initial Project Partnership Agreement establishing the loan fund, unless with the written approval of UNHCR.

Ownership and Handover

The Partner shall:
a. Conclude a separate “Agreement on Transfer of a Grant pertaining to UNHCR Revolving Loan Funds” with UNHCR in order to obtain ownership of the funds that are part of the Agreement. Until such date, the funds remain the property of UNHCR.
b. Submit narrative and financial reports as specified in the Agreement on Transfer of a Grant pertaining to UNHCR Revolving Funds, during the entire period of the four years covered by the said transfer agreement.
c. Not change the purpose of the fund unless justified by a careful assessment involving all co-funders.

Public Health and Nutrition

Select if the implementation of public health and or nutrition programmes is applicable to this Agreement.

The Partner shall:
a. Comply with primary health care principles with a focus on a combination of preventative and curative health care through a public health and community based approach and adhere to relevant UNHCR policies and guidance that have been established for the implementation of public health programmes, including:
   i. Standards on adequate human resources for public health and nutrition programmes;
   ii. Essential medicine and medical supplies policy and guidelines (http://www.unhcr.org/4f707faf9.html);
   iii. The establishment of laboratories in UNHCR supported primary health care facilities (http://www.unhcr.org/4f707fd49.html);
   iv. Epidemic preparedness and response in refugee camp settings (http://www.unhcr.org/4f707f509.html);
   v. UNHCR’s principles and guidance for referral health care for refugees and other persons of concern (http://www.unhcr.org/4b4c4fca9.html) and its country specific standard operating procedures for referral care;
   vi. UNHCR policies and guidance on the implementation of HIV programmes, Antiretroviral Medication Policy for Refugees (http://www.unhcr.org/45b479642.html);
   vii. UNHCR Policy Statement on HIV Testing and Counseling in Health Facilities (http://www.unhcr.org/4b508b9c9.html); and
b. For urban and out-of-camp situations, comply with the principles for ensuring access to healthcare in urban areas - Operational Guidance for Refugee Protection and Solution in Urban Areas (http://www.unhcr.org/4e26c9c69.html) and to UNHCR’s principles and guidance for referral health care for refugees and other persons of concern (http://www.unhcr.org/4b4c4fca9.html) and its country specific standard operating procedures for referral care.
c. Comply with the CMAM (Community Management of Acute Malnutrition) for the implementation of all nutrition programmes (http://info.refugee-nutrition.net/ and http://www.unhcr.org/4b7421fd20.html), the UNHCR milk and milk product policy (http://www.unhcr.org/4507f7842.html), and the UNHCR Standardized Expanded Nutrition Survey (SENS) Guidelines, (http://info.refugee-nutrition.net/) for the implementation of nutritional surveys.

d. Establish and maintain active assessment, monitoring and analysis of the health and nutrition situation by using the health information system and, where applicable in out-of-camp or urban situations, use the urban health information tools that have been developed (http://twine.unhcr.org/app/).

Water, Sanitation and Hygiene (WASH)
Select if the implementation of water, sanitation and hygiene is applicable to this Agreement.

The Partner shall:

a. Comply with the UNHCR water quantity, water quality and sanitation minimum standards for the implementation of all WASH programmes.

b. Follow implementation protocols described in the UNHCR WASH manual for operational interventions in all WASH activities.

c. Establish and maintain active assessment, monitoring and analysis of the WASH programmes by using the UNHCR WASH monitoring system (http://twine.unhcr.org/app/) and comply with the UNHCR standardized KAP (Knowledge, Attitude and Practices) surveys protocol for the implementation of WASH programmes and as a reference to implement WASH strategies.

Sexual and Gender-Based Violence (SGBV)
Select if the implementation of SGBV prevention and response programmes is applicable to this Agreement.

The Partner shall:

a. Comply with UNHCR’s global SGBV strategy (“Action Against Sexual and Gender-Based Violence”, http://www.unhcr.org/4e1d5aba9.html) and focus on preventive and response programmes for women, girls, men and boys at risk of SGBV, giving specific consideration to the protection of children, persons with disabilities, older persons, LGBTI persons and persons engaged in survival sex.

b. Apply the principles of confidentiality, informed consent, and respect for the wishes of survivors in all SGBV-related programmes as outlined in UNHCR’s guidelines Sexual and Gender Based Violence against Refugees, Returnees and Internally Displaced Persons (http://www.unhcr.org/3f696bcc4.html).

c. Collect, store and analyze SGBV data and facilitate the safe and ethical sharing of these data according to a pre-defined protocol following the principles of the GBV Information Management System (http://www.gbvims.com). Referral of information shall be done in a way that does not put the source of information or the person(s) referred to in danger.

d. Comply with IASC guidelines for GBV interventions in humanitarian settings (http://www.unhcr.org/453492294.html) to establish a set of minimum multi-sectoral interventions to prevent and respond to SGBV at the onset of an emergency.

e. Establish and maintain a monitoring mechanism for SGBV prevention and response programmes.

Protection of Children
Select if programming relating to the protection of children is applicable to this Agreement.

The Partner shall:
a. Comply with the policies, principles and objectives set out in UNHCR’s global Framework for the Protection of Children (http://www.unhcr.org/50f6cf0b9.html), and apply a child protection systems approach to programming for child protection.


d. Establish and maintain a monitoring mechanism for child protection activities, project performance and impact.

**Education**

Select if programming relating to education programmes is applicable to this Agreement.

The Partner shall:

a. Comply with the policies, principles and objectives set out in UNHCR’s global Education Strategy (http://www.unhcr.org/5149ba349.html) and UNHCR country-specific education strategy where this exists, especially when it comes to working in partnership with local education authorities and Ministries of Education.

b. For urban and out-of-camp situations, comply with the principles for ensuring access to education in urban areas - Operational Guidance for Refugee Protection and Solution in Urban Areas (http://unhcr.org/4ea9552f9.html).


d. Bolster the protection of girls and boys and young people of concern to UNHCR, as well as teachers and education personnel by ensuring and promoting safe learning environments, free from violence and exploitation and by supporting conflict-sensitive planning and programming (http://www.ineesite.org/en/education-fragility/conflict-sensitive-education).

e. Undertake joint planning with refugee and host communities, teachers, parents and education authorities.

f. Establish and maintain a monitoring mechanism for education activities, project performance and impact. This includes data collection and management in order to identify and address gaps in access and quality education provision (tracking school attendance, learning achievement and implementing targeted strategies to respond to emerging issues). This should be done in collaboration with national authorities and in line with national Education Management Information Systems (EMIS) where applicable.

**Environment**

Select if environmental considerations are applicable to this Agreement.

The Partner shall:

b. Undertake joint planning with refugee and local communities, government and other stakeholders, and mainstream environmental concerns and management issues in all operations - from emergency response to camp closure.

c. Comply with the global energy strategy (forthcoming) to ensure that “refugees and other displaced people are able to safely and sustainably satisfy their energy needs, without fear or risk to their health, well-being and personal security”.

Fuel Supply/Storage Infrastructure
Select if fuel management is applicable to this Agreement

The Partner shall comply with the requirements of the UNHCR Fuel Supply/Storage Infrastructure Checklist, including all activities related to the management of fuel such as storage, dispensing, record keeping of all transactions, consumption and the replenishment of stock.

Vehicle Workshop in the Field
Select if vehicle workshop management is applicable to this Agreement

The Partner shall comply with the requirements of the UNHCR Vehicle Workshop in the Field Checklist, including all activities related to the management of the vehicle workshop (garage) to cover major and minor maintenance/repairs and manage all transactions related to the expenditure and the replenishment of spare parts (if any).

Heavy Duty Vehicles
Select if heavy duty vehicle transport is applicable to this Agreement

The Partner shall comply with the requirements of the UNHCR Heavy Duty Vehicles Checklist, including all activities related to the management of fleet to support the operation in providing adequate transportation capacity of goods.
SECTION 2: GENERAL PROVISIONS

Article 8 – Obligations of the Parties

Use of Resources

8.1 UNHCR shall not be liable for any pre-financed commitment or expenditures made by the Partner in excess of remittances made or expenditures and commitments that exceed the Project Budget.

8.2 The Partner shall utilize resources made available by UNHCR solely towards the Eligible Costs of implementing the Project in accordance with this Agreement, UNHCR shall be entitled to a refund by the Partner of any not Eligible Costs identified by audit to have been charged to the Project Budget other than in accordance with the terms of this Agreement. In the event that the Partner fails to make the repayment, UNHCR reserves the right to offset such amount against any other amount payable to the Partner.

8.3 Upon completion or termination of this Agreement, the Partner shall transfer to UNHCR all unspent balances and revenues at the same time that it submits the Final Project Financial Report or in any event no later than 14 days after UNHCR acceptance of the Final Project Financial Report.

8.4 Where UNHCR has overpaid or where the Partner is found to have committed irregularities, fraud or misappropriation of UNHCR funds, or where the Partner’s reports do not, in the sole opinion of UNHCR, confirm that the expenses reported by the Partner constitute Eligible Costs incurred and used in accordance with this Agreement, UNHCR shall request the return by the Partner of such funds as were overpaid, misused or insufficiently accounted for, and UNHCR may take all reasonable measures which it considers necessary to recover the amount in question. The Partner shall repay UNHCR within 30 days of the date of notice requesting such repayment.

8.5 The Parties shall seek to ensure that resources received under this Agreement, whether in cash or in-kind, are not used, directly or indirectly, to provide support to terrorist entities or individuals. In accordance with this policy, the Partner agrees to employ all reasonable efforts to ensure that such resources are neither (a) knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity appearing on the lists maintained by the United Nations Security Council Sanctions Committee established pursuant to Security Council Resolution 1267 (1999) and pursuant to other resolutions of the Security Council targeting terrorism (resolutions are available at http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml and links to lists maintained at http://www.un.org/sc/committees/list_compend.shtml); nor (b) used in any other manner that is prohibited by a resolution of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations.

8.6 The Partner commits to adhere to the UNHCR policy and procedures as set out in “Procurement by Partners with UNHCR Funds” and confirms that it has the capacity to undertake procurement.

8.7 The Partner shall be responsible for proper custody, maintenance and for any damage, loss, theft and third party liability in respect of any Goods and Property. Unless otherwise agreed in writing on a case-by-case basis, the Partner shall obtain appropriate insurance for the protection of Goods and Property against damage, loss, theft and third
party liability. The Partner must notify UNHCR immediately of loss or damage to Goods and Property. The Partner may be liable for compensation to UNHCR. Any cost of repair or replacement using UNHCR funds beyond what is described in the Project Budget, requires written authorization from UNHCR prior to incurring the expense.

Goods and Property shall be transferred by the Partner to UNHCR:

a. upon completion of the Project; or
b. at the request of UNHCR; or
c. upon termination of this Agreement, unless otherwise agreed upon in writing by the Parties.

8.8 The Partner shall make available the necessary and qualified human resources to implement the Project in accordance with this Agreement. The Partner shall be fully responsible for all services performed by Partner Personnel and ensure that each member of Partner Personnel complies with this Agreement. The Partner shall include provisions in its employee contracts that (i) set forth its sole responsibility for payment of all employee salaries and other entitlements (including social security benefits, overtime, termination and retrenchment costs, etc.) and (ii) cover the termination of contracts on the grounds of misconduct, incompetence or breach of confidentiality. Nothing contained in, or relating to, this Agreement shall be construed as establishing or creating a contractual link or relationship between Partner Personnel and UNHCR, nor shall the Partner Personnel be considered in any respect as being UNHCR staff members.

8.9 The Partner shall maintain a separate Agreement File containing this Agreement and all other essential records and documentation related to this Agreement for at least six years following the completion of the Project.

8.10 The Parties shall cooperate to monitor the progress of Project implementation and the results of the Project. With proper coordination, the Partner shall facilitate unhindered access and full and timely cooperation for visits, inspection, monitoring, verification, audit and evaluation of the Project and related subjects by UNHCR staff or any other person duly authorized by UNHCR. Such activities may take place during the Project period or up to six years following completion of the Project. The cost of such activities shall be paid directly by UNHCR to the service provider unless otherwise expressly agreed in advance by the Parties in advance.

8.11 Unless agreed in advance by both Parties in writing, the Partner cannot delegate, in part or in full, any aspect of implementation of the Project to a third party. The terms of any third party assignment or delegation if authorized by UNHCR shall be subject to, and shall be construed in, a manner that is fully in accordance with this Agreement.

Other Provisions

8.12 The Partner shall make clear in all communications that it is a separate legal entity from UNHCR and any part of the United Nations. Whenever the Partner enters into a contract with a third party related to this Project, the contract shall state that the Partner is an independent organization with its own governance structure, separate from and not authorized to represent UNHCR.

8.13 Where security permits, the Parties agree to provide visibility and fully identify and acknowledge the funding and contribution towards the Project by each Party in reports, statements, advertisements and other materials relating to the Project. The Partner may not use the UNHCR’s name, acronym and visibility logo in connection with the Project without prior consent of UNHCR.
8.14 The Parties to this Agreement guarantee that no member of the Partner, the Partner Personnel, UNHCR or the United Nations has been or shall be offered any direct or indirect benefit arising from this Agreement or the award thereof.

8.15 The Partner shall maximize the use of any tax exemptions available under its charitable status. In situations where goods and services bought by the Partner may be subject to customs duty or taxation, the Partner shall consult with UNHCR on whether and how these payments may be exempted under the applicable international and national legal instruments. The Partner shall indicate to the competent authorities that the Project supplies are bought with UNHCR funds.

8.16 The Partner shall, at its own expense, comply with all applicable laws and regulations of its country of establishment and/or operation, and assume all liabilities and obligations imposed by any law or regulation with respect to its performance under this Agreement.

8.17 Unless otherwise agreed on a case-by-case basis where the Partner provides a meaningful financial contribution to the Project or UNHCR grants special exceptions, UNHCR shall be entitled to all intellectual property and other proprietary rights with regard to products or documents and other materials which bear a direct relation to or are produced, prepared or collected as a result of or in the course of the execution of this Agreement with the exception of any intellectual property or other proprietary rights of the Partner that pre-existed the performance by the Partner of its obligation under this Agreement, or that the Partner may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under this Agreement.

8.18 The Parties shall respect the confidentiality of all Information pertaining to the Project, including information relating to any individual or group of the Population of Concern. Should the Partner wish to disclose information produced in the exercise of this Agreement to a third party, it must seek UNHCR’s prior consent to such disclosure. Where the collection and processing of Personal Data is part of the responsibilities of the Partner under this Agreement, the Partner warrants and undertakes that it shall comply with and implement relevant UNHCR policies on data protection, based on and in line with international data protection rules and principles and the requirements of all data privacy laws applicable to the processing of data by the Partner. Access to Personal Data should be restricted to Partner Personnel duly authorized by the Partner in agreement with UNHCR, and only to the extent that such Partner Personnel needs to know or require access in order to perform their duties in relation to the Project.

8.19 The Partner warrants and undertakes on a continuing basis that when collecting Personal Data, it shall inform individuals of the specific purpose for processing the data, the fact that the Partner acts in partnership with and on behalf of UNHCR, and that UNHCR may have access to such personal data or that such data may be transferred to UNHCR.

8.20 The Partner warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.

8.21 The Partner shall promptly notify UNHCR of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or any complaint by an individual in respect of his/her personal data. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.
8.22 After termination of this Agreement, the Partner shall return all Personal Data collected for the performance of this Agreement to UNHCR, unless the Partner has explicit consent from the individual concerned and continues to act for the specific and legitimate purpose for which the Personal Data was originally collected.

8.23 The obligations and restrictions in paragraphs 8.18 to 8.21 shall be effective during the term of this Agreement, including any extension thereof, and shall remain effective following any termination of this Agreement, unless otherwise agreed between the Parties in writing.

8.24 UNHCR shall not accept any liability for claims arising out of the activities performed by the Partner under this Agreement, or any claims for death, bodily injury, disability, and damage to property or other hazards that may be suffered by Partner Personnel solely as a result of their work pertaining to the Project. The Partner shall be responsible for administering all claims brought against it by Partner Personnel. The Partner shall also be fully responsible for adequate medical and life insurance for Partner Personnel, as well as insurance coverage for service-incurred illness, disability or death.

8.25 UNHCR shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising solely out of the implementation by the Partner of the Project, the use of Goods and Property and which may be made against any of the Parties to this Agreement. The Partner shall be responsible for administering all claims brought against UNHCR and its officials and persons performing services for UNHCR, arising solely as a result of the acts or omissions of the Partner or Partner Personnel.

8.26 In the event of any occurrence constituting force majeure, the Partner shall give notice and full particulars in writing to UNHCR as soon as possible, if the Partner is thereby rendered unable, wholly or in part, to perform its obligations under this Agreement. The Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement, with either Party giving to the other at least seven (7) days written notice of such termination. The Parties acknowledge and agree that the existence of harsh conditions within areas from which the UN are disengaging from humanitarian operations or which are subject to civil unrest is not, in and of itself, force majeure.

8.27 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, invalidity or termination thereof. In the event that the Parties are unable to amicably settle a dispute to which UNHCR is a Party within sixty (60) days of one party submitting the dispute to the other, then the Parties shall resolve the dispute in an arbitration in accordance with the UNCITRAL Rules of Arbitration then obtaining. The arbitration decisions shall be based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. 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. The place of arbitration shall be Geneva. The proceedings shall be conducted in English.

8.28 Termination is the cessation of this Agreement prior to the end of the Project Implementation Period. Either Party may terminate this Agreement without cause at any time by giving thirty (30) days advance written notice to the other Party. In the event of termination, the Parties shall strive to ensure that there is no adverse impact on the Population of Concern. The Parties shall develop and implement an action plan for proper winding down of the Agreement, and shall make every effort to mitigate financial exposure against the Project Budget. The Partner shall cease all activities and shall refrain from undertaking any further or additional expenditures and commitments that are not included in the winding down plan.
8.29 In the event of termination, no payment shall be due from UNHCR to the Partner except for work and services satisfactorily performed in conformity with this Agreement prior to the date of termination. UNHCR shall not be liable for any expenditure or commitment in excess of remittances actually made, unless these were expressly authorized in writing by UNHCR. Upon UNHCR settlement of the authorized payment, UNHCR shall be relieved from any further obligations under this Agreement or liability for compensation.

8.30 Nothing in this Agreement (including Information disclosure) and its Appendix and Annexes shall be deemed a waiver, expressed or implied, of any privileges or immunities enjoyed by UNHCR.

**Article 9 - Contact Data**

9.1 **Partner**

Full name and address of Partner: ________________________________
Email: ________________________________
Phone and Fax Number: ________________________________
Registered Charity number, or entity establishment and Place of Registry (as applicable): ________________________________

Full name, title and address of the authorized person designated by the Partner to sign this Agreement: ________________________________
E-mail: ________________________________
Phone and Fax Number: ________________________________

Full name, title and address of the authorized person designated by the Partner for the management of this Agreement at Field level (if different from above): ________________________________
Email: ________________________________
Phone and Fax Number: ________________________________

9.2 **UNHCR**

Full name, title and address of the authorized person designated by UNHCR for the management of this Agreement: ________________________________
Email: ________________________________
Phone and Fax Number: ________________________________

**Article 10 – Appendix and Annexes**

10.1 Signature of this Agreement by the Parties constitutes formal approval of the Annexes and Appendices listed below, the respective cover pages of which have been initialed by the Parties upon signature:
Appendix 1 – Definitions

Annex A – Project Description
Annex B – Project Budget
Annex C – Project Work Plan/Instalment Plan
Annex D – Project Report Formats
Annex E – Partner Personnel List [as applicable]

[Optional: List of additional Annexes if any]

Article 11 – Amendments

11.1 This Agreement and its Annexes can only be modified after mutual consultation of the Parties in the prescribed form for Agreement Amendment, as signed by the Parties.

Article 12 – Language

The Agreement may only be signed in one of the following three languages: English, French or Spanish. An Unofficial Translation in another language can be attached to the official language version only in exceptional situations. In such cases, the Agreement shall be signed in English and the Unofficial Translation will be attached to the English version.

Please select the adjacent box if the Agreement is signed only in English.

☐ 12.1 This Agreement is signed in the English language

Please select the adjacent box if an Unofficial Translation is attached to the English Version.

☐ 12.1 The Parties acknowledge and agree that this Agreement is signed in the English language and a translation into the official language of the Partner’s location is appended to this Agreement with the header “Unofficial Translation”. In the event of any dispute or controversy in the interpretation of this Agreement, the version in the English language shall prevail.

SIGNED IN _____ (enter number) ORIGINALS BY THE DULY AUTHORIZED SIGNATORIES ON BEHALF OF THE FOLLOWING PARTIES:

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APPENDIX 1: DEFINITIONS

For the purpose of this Agreement, the following definitions, listed in alphabetical order, shall apply:

**Agreement** means the Project Partnership Agreement jointly agreed by the Parties together with its Annexes and Appendices.

**Agreement Amendment** means a documented change or revision to any part of this Agreement, including Annexes, which have been jointly agreed by both Parties as demonstrated by their signatures.

**Agreement File** means a holder for maintaining this Agreement (together with its Annexes and Appendices) and all other essential records and documentation related to this Agreement in an organized and accessible manner for at least six years following the completion of the Project.

**Agreement Symbol** means the unique identifier of the Project specified by UNHCR in Art. 4.2.

**Eligible Costs** means expenditures for implementing activities as described in Project Description (Annex A) and in accordance with the Project Budget (Annex B) and within the Project Implementation Period. Eligible costs must be for actual costs incurred for authorized activities that are adequately evidenced with original documentation and can be confirmed through verification and audit.

**First Instalment** means the amount specified in Art. 6.2 that is based upon the cash requirement of the first period’s planned activities plus an additional month’s planned activities as a lead-time to ensure Project cash flow.

**Goods and Property** mean any tangible or intangible item under the custody of the Partner in order to support the implementation of the Project and consists of:

1) UNHCR Goods and Property mean items provided in-kind by UNHCR to the Partner; and

2) Project Goods and Property mean items acquired by the Partner with UNHCR funds provided pursuant to this Agreement.

Such items may consist of any or all of the following:

a. “Property, Plant and Equipment” which are defined as tangible items with an original purchase price of USD 10,000 (or equivalent in other currency) or more per unit and with a useful life of at least one year;

b. “Serially-Tracking Items” which are defined as tangible items with an acquisition value of less than USD 10,000 (or equivalent in other currency) that are used for day-to-day official business and which do not fall within the definition of either Property, Plant and Equipment or Inventories;

c. “Inventories” which are defined as all items that are intended to be distributed to populations of concern, regardless of their value;

d. “Intangible Asset” which is defined as an identifiable non-monetary asset without physical substance.

**Information** means any and all information, whether in oral or written (including electronic) form, created by or in any way originating with UNHCR, and all information that is the output of the performance of activities pursuant to this Agreement.
Instalment means the cash requirement of the Project that has been transferred to the Partner in accordance with the Project Budget (Annex B), the Project Work Plan/Instalment Plan (Annex C) and the actual performance of the Project.

No-cost Extension means extension of Project Implementation Period without change to the overall Project Budget (Annex B).

Parties means the Partner and UNHCR, whose authorized officials have signed this Project Partnership Agreement in collaboration with UNHCR.

Partner means the not-for-profit entity named in this Agreement as the implementer of the Project.

Partner Personnel means human resources hired and/or engaged by the Partner to perform activities related to the Project: permanent employees; fixed term hired; consultants; advisors; temporarily assigned staff; labor on wages; seconded personnel; volunteers; interns; and similar agents.

Personal Data means any personal information including identifying information such as the name, identification or passport number, mobile telephone number, email address, and cash transaction details, of whatever nature, format or media that appears by whatever means in the course of the performance of this Agreement.

Population of Concern means the population(s) or sub-population(s) of refugees and persons of concern indicated in the Project Description (Annex A) whose needs the Project strives to address.

Project means the endeavor designed to provide services or achieve expected result(s) within a defined timeframe and the allocated resources undertaken to meet unique goals and objectives under this Agreement.

Project Headquarters Support Costs means support provided to an international Partner that implements the Project in countries other than where its headquarters are located in order to assist with headquarters costs related to overseeing and supporting the Project. The applicable rate is **seven per cent** of the direct cost of the approved Project Budget, excluding the allocation in the Project Budget for the following items:
- Cash/voucher assistance for persons of concern;
- Microfinance/Micro-credit/revolving fund assistance for persons of concern;
- Bulk Procurement (international and/or local) of Goods and/or Services where the value of procurement is above USD 100,000 for a single budget line (at account level);
- Any delivery item of large volume and bulk, which would result in a similar impact on the budget as the preceding items.

Project Headquarters mean anywhere Partner is located other than the Project’s operational location.

Project Implementation Period means the period specified in Art. 3.1 during which Project activities, expenditures and financial commitments can be undertaken to achieve the expected results of the Project in accordance with Annex A and B, i.e. the period beginning with the effective date of start and ending with the date of completion.
**Project Liquidation Period** means the period specified in Art 3.2 during which financial commitments entered into during the Project Implementation Period may continue to be settled by the Partner pursuant to this Agreement. No new expenditure, financial commitment or implementation of activities is undertaken during this period.

**UNHCR’s Global Strategic Priorities** mean the areas of critical concern to UNHCR within its overall efforts to provide protection and assistance and to seek solutions for refugees and other persons of concern.

**UNHCR’s Operations Plan** means the plan providing the full overview of a UNHCR operation, detailing the context and situation of persons of concern and specifying the comprehensive needs and strategies the office intends to implement, including steps to be taken to reduce the gaps and achieve desired results. The UNHCR’s Operations Plan also integrates the prioritization of needs with results-based management, in line with available resources allocated by pillar.