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A COMPARISON REVIEW OF UN PROJECT PARTNERSHIP AGREEMENTS FOR NGO IMPLEMENTATION OF HUMANITARIAN PROJECTS

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A COMPARISON REVIEW OF UN PROJECT PARTNERSHIP AGREEMENTS FOR NGO IMPLEMENTATION OF HUMANITARIAN PROJECTS

BACKGROUND

In late 2014 ICVA commissioned a consultancy to review and compare the various UN project partnership agreements for NGO implementation of humanitarian projects. The goal was two-fold: 1) to improve NGO understanding of different UN agencies' approaches regarding reporting requirements, overhead support cost, partner personnel costs, etc., and 2) to identify best practices to inform future consultations with UN agencies when they update their agreement templates.

METHODOLOGY

Two expert consultants, one from an international NGO background and the other from a national NGO background, carried out a detailed desk review of project partnership agreement templates used by six UN agencies: OCHA, UNDP, UNFPA, UNHCR, UNICEF and WFP. To supplement the review, interviews were held with representatives from UNICEF, UNFPA, OCHA, WFP and some NGOs.

PRODUCT

The comprehensive matrix resulting from the comparison (see Annex) serves as a ready reference tool to compare different UN agency clauses. The matrix contains the most salient information relating to six categories of conditionality: a) the project approval process, b) financial considerations, c) programme design and implementation, d) monitoring, e) reporting and auditing requirements, and f) visibility.

The matrix presents a snapshot in time, comparing the partnership agreements available as of December 2014. Readers should keep in mind that UNICEF and OCHA intend to rollout new project partnership agreement templates in 2015 as part of their updated approach to partnering with NGOs. Therefore, readers are encouraged to refer to the most up-to-date resource documents issued directly by the UN agencies involved.

KEY FINDINGS

The research finds that there is no clear exemplar of best partnership practice among the six UN agencies under review. Rather, each agency offers examples of clear and transparent articles or clauses within their agreements and accompanying guidance materials. Among these:

a) Funding/Project Approval Process

- **Eligibility (Matrix Row A1):** UNFPA, UNICEF, UNHCR and OCHA list clear criteria for partner selection. UNFPA goes even further to list a “hierarchy” of preferred partners, prioritizing local actors to promote capacity development.
- **Application Procedures (A2):** OCHA, UNFPA, and UNHCR have clear rules for the screening and review of NGOs’ applications. OCHA and UNHCR also provide clear timelines for the process.
- **Decision Making (A3):** OCHA, UNFPA, UNHCR, and UNICEF all indicate which individual has final approval authority to select partners for implementation.

b) Financial Considerations

- **Grant duration (B1):** UNICEF and UNFPA clearly allow for multi-year programming.
- **Partner personnel costs (B3):** UNFPA fully pays for partner personnel costs that are directly attributable to the project and allows for other relevant costs to be paid as support costs.
- **Partners’ overhead costs (B4):** UNICEF and WFP simply pay 7 per cent of international partners’ overhead costs.
- **Advance payments (B5, B6):** OCHA and UNHCR clearly state that they will pay the advance payment (first instalment) within 10 working days. UNDP may pay the full budget amount in advance if the project duration is less than six months. Partners of UNICEF and UNFPA use the Funding Authorization and Certification of Expenditure (FACE) form to request cash transfers, as per the Harmonized Approach to Cash Transfers (HACT).
- **Ineligible costs (B9):** UNFPA provides a comprehensive list of sixteen types of ineligible costs.
- **Currency (B10):** Both UNICEF and UNFPA are prepared to pay in other currencies and in other countries where overseas purchases are necessary, or where international NGOs’ work is managed overseas, or where national (local) banking inadequacies recommends this.

c) Program Design and Implementation

- **Partnership (C1):** UNHCR and UNICEF attach importance to the Principles of Partnership¹ in their policies and procedures underpinning the relationship. WFP presents its own partnership principles.

¹ Principles of Partnership: A Statement of Commitment -- <https://icvnetwork.org/principles-partnership-statement-commitment>

- **Risk analysis and mitigation (C3):** OCHA and UNDP clearly define project and programme risk analysis and the mitigation measures required by partners.

d) Ethical Requirements

- **Prevention of Sexual Exploitation and Abuse (D2):** Almost all UN agency agreements contain strong language linked to the Secretary General's 2003 Bulletin entitled, "Special measures for protection from sexual exploitation and abuse."²
- **Counter-terrorism (D4):** All but one UN agency employs very similar language referring to UN Security Council resolution 1267 and calling on partners to ensure that resources received under the agreement are not used to support terrorists.

e) Monitoring, Reporting and Auditing Requirements

- **Monitoring and evaluation (E3):** WFP and UNHCR recognize the value of working jointly with partners to monitor and evaluate performance.
- **Early project suspension, termination (E6):** Five of the six UN agencies clearly state that either Party can terminate the agreement.

KEY RECOMMENDATIONS

1) Transparency:

- UN agencies are encouraged to make their agreement templates and guidelines easily accessible to the public. These documents should be kept up-to-date, particularly when they include hyperlinks to websites. For example, all five agreements referring to the UN Security Council terrorist-related lists include broken hyperlinks to these lists (see D4).
- Greater clarity is required regarding the different methodologies being applied to assess potential partner capacities, select partners and perform due diligence.

2) The Principles of Partnership:

- UN agencies are encouraged to imbed respect for the Principles of Partnership into their policies and procedures.
- They should adopt participatory approaches when reviewing and updating framework agreements.

3) Harmonization:

- UN agencies are encouraged to consider ways to increase commonality across the UN system building on best practices, particularly to harmonize terminology and reduce burdens associated with heavy application procedures (A3), reporting requirements (see E1 and E2), and audit approaches (E4).

² Secretary-General's 2003 Bulletin Special measures for protection from sexual exploitation and sexual abuse/ ST /SGB/2003/13 : <https://cdu.unlb.org/Portals/0/PdfFiles/PolicyDocC.pdf>

FEEDBACK

NGO representatives who provided feedback on drafts of the matrix noted on its utility in improving their understanding of the differences and similarities of various UN agencies' project partnership agreements. Some recommended creating a mechanism to ensure the matrix is kept updated and available as a ready reference tool.

Some UN agency representatives support a harmonized approach towards partnering with NGOs to carry out projects, as demonstrated by the adoption of HACT by UNDP, UNFPA, and UNICEF. However, agreements and grant requirements are based on each agency's own internal requirements, including its financial regulations and rules, policies and procedures. Until and unless donor and auditor requirements as a whole are better harmonised, each organization will continue to use unique approaches. Some UN agency representatives recommend further study of their own donors' and auditors' requirements to gauge the extent to which harmonization could be achieved.

Annex: UN-NGO Humanitarian Project Agreements: Comprehensive Comparison Matrix as of December 2014³

	Content	OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
A.	FUND/PROJECT APPROVAL PROCESS						
A1	Eligibility of funding	<p>Selection criteria include six conditions:</p> <ol style="list-style-type: none"> 1. Proven ability to implement proposed activities. 2. Appropriate accreditation and registration with the Government. 3. Comparative advantage over other potential implementers, such as access, networks, capacities and resources. 4. A verifiable office address. 5. A valid US\$ bank account in the organization's name that can be used to receive funds through wire transfers from the UN and other donors, and to make remittances when required. 6. An ability to keep financial records in accordance with international accounting standards, with the accounts being audited at least once a year and published in an annual report. 	<p>Selection criteria include eight conditions:</p> <ol style="list-style-type: none"> 1. Sector expertise and experience 2. Project management 3. Local experience, presence and community relations 4. Contribution of resources 5. Security considerations 6. Cost effectiveness 7. Experience working with UNHCR 8. Other: other specific needs that may be required, to be identified and communicated in advance, as part of the Call for Expression of Interest. <p>Prospective partners are required to complete a "Partner Declaration" confirming their commitment to UNHCR's values and persons of concern.</p> <p>Ref: Guidance_Note_1_Selection-and-Retention, article 30, page 9 and Annex A. Hyperlink to web:</p>	<p>The choice of an NGO Partner is strictly the responsibility of the country office.</p> <p>WFP/NGO cooperation arrangement, page 2, last paragraph Hyperlink to web:</p> <p>First and foremost, the NGO needs to agree with WFP's aims and principles. Second, it needs to have the institutional profile, financial capacity and willingness to collaborate with other institutions.</p> <p>How to work with WFP, a handbook for NGOs. Ref: section 1, chapter 2, page 26 to 31 Hyperlink to web:</p>	<p>UNICEF partnerships with civil society should adhere to the following guiding principles:</p> <ol style="list-style-type: none"> a) Mutual focus on delivering results for children and women and promoting their rights b) Commitment to the core values of the Convention on the Rights of the Child and the principles of good governance, including transparency, accountability and sound financial management. c) Equity d) Integrity and independence e) Cost-effectiveness f) Context-appropriate forms of cooperation g) Equality h) Transparency i) Responsibility j) Complementarity k) Capacity development of national partners <p>Ref: Guidelines UNICEF PCA & SSFA with CSO, Attachment 3: Guiding Principles for Partnerships with CSOs page 37-38 Hyperlink to web:</p>	<p>The process of selecting an IP should ensure the following:</p> <ol style="list-style-type: none"> 1. National ownership and sustainability of project outputs 2. Achieve the best value for cost expended 3. Maximise the number of appropriate organisations considered to ensure objective comparison 4. Minimise the complexity of the evaluation and the selection decision 5. Ensure impartial and comprehensive evaluation of prospective candidates 6. Ensure selection of the candidate whose capability has the highest degree of realism and whose performance is expected to best achieve the project outputs <p>Ref: UNDP Result Management Guide, article 2.4.1, page 70 Hyperlink to web:</p>	<p>Selection criteria include three conditions:</p> <ol style="list-style-type: none"> a) Established expertise in the area relevant to the output(s); b) Proven track record achieving comparable output(s); and c) Adequate institutional capacity to deliver. <p>Note: The selection and assessment process is waived in a humanitarian setting when Fast Track Procedures are activated.</p> <p>Prior to final selection, the partner deemed most suitable must undergo a partner capacity assessment, either through UNFPA's IP Capacity Assessment Tool (IPCAT), the HACT micro-assessment, or other UN assessment tools of equivalent robustness.</p> <p>UNFPA maintains a "hierarchy" of preferred partners. Recipient governments or national NGOs must be given first consideration (in keeping with the principle of national capacity building).</p> <p>Ref: Policy And Procedures For Selection and Assessment of IPs, article III section A, page 2 and section D, page 4</p>
A2	Proposal screening of NGO funding applications and review, including timeframe	<p>The Fund Manager (FM) would conduct preliminary screenings within 24 hours during a crisis and within 72 hours during a "calm" period. Then a Review Board (RB) would review the applications between 24 and 72 hours.</p> <p>Ref: Humanitarian Financing - Global ERF Guidelines, Long version, Annex IX Step by Step Guide for the project application and approval process, page 0 & 1</p>	<p>Seven steps are followed:</p> <ul style="list-style-type: none"> • Establish a UNHCR multi-functional Implementing Partnership Management Committee • Call for Expressions of Interest • Submission of Concept Notes • Preparation for the Committee review and recommendation • Committee review and recommendation • Decision by the Head of Office. • Communication of decision to applicants <p>The suggested timeframe is:</p> <ol style="list-style-type: none"> a) Call for Expression of Interest: (open for 4 to 6 weeks) b) Preparation and vetting of submitted Concept Notes and Partner Profiles by the Secretary, reviews/assessments by designated staff: (3 to 5 weeks) c) Deliberation and decision by the Committee: (1 week) d) Submission of recommendation to 	Not mentioned in source documents.	Not mentioned in source documents.	Not mentioned in source documents.	<p>An implementing partner must be chosen in one of two ways:</p> <ul style="list-style-type: none"> • Invitation for Proposals (IFP), in which a competitive bidding process is applied (recommended); or • Strategic partnerships with organizations whose work is closely related to UNFPA's mandate and with whom it is critical to maintain a partnership. <p>Invitation for Proposals:</p> <ul style="list-style-type: none"> • The country or regional office or headquarters division prepares and issues the invitation for proposal. • Proposals are reviewed in a consultative manner. UNFPA's head of unit makes the final decision. • The Partner deemed most capable of delivering must undergo a thorough assessment of its managerial, institutional, and financial and procurement capabilities. In a humanitarian setting, under the UNFPA Fast Track Procedures, the assessment is waived.

³ Note: at the time of writing this review OCHA and UNICEF were both in the process of updating documents and procedures related to country-based pooled funds and the Programme Cooperation Agreement, respectively.

Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
			<p>the Head of Office: (within 3 to 5 days)</p> <p>e) Communication of decision to applicant organizations: (within 3 days of the date of decision)</p> <p>Ref: Guidance_Note_1_Selection-and-Retention, article 21 to 56, page 8 to 16</p> <p>Hyperlink to web:</p> <p>Once a concept note is agreed, the Partner will normally be selected for 2 annual programme cycles, after which there is a review process, which would normally lead to another 2 programme cycles. After 4 cycles, the contract must go back to tender, at which point other NGOs can also bid to become partners.</p> <p>Detail may be seen:-</p> <p>Ref: In the Spirit of Partnership, paragraph: Contracting process and timelines, page 4</p> <p>Hyperlink to web:</p>				<ul style="list-style-type: none"> Once the assessment is complete and the Partner has been selected, the NGO must be registered in the IP Management System (IPIMS), if not already registered, adhering to the procedures for Registration of IPs. <p>Ref: Policy And Procedures For Selection And Assessment Of IPs, article II, article III section D</p> <p>Timeframe is not specified.</p>
A3	Final Approval Authority	<p>The Humanitarian Coordinator (HC) has final authority.</p> <p>Ref: Humanitarian Financing - Global ERF Guidelines, Long version, Annex IX Step by Step Guide for the project application and approval process, page 0 & 1</p>	<p>The UNHCR Head of Office makes the selection/retention decision informed by the recommendation of the UNHCR multi-functional Implementing Partnership Management Committee.</p> <p>Ref: Guidance_Note_1_Selection-and-Retention, article 8, 9, page 6.</p> <p>Hyperlink to web:</p>	Not mentioned in source documents.	<p>UNICEF Head of Office/ Representative makes the final decision.</p> <p>Ref: Guidelines UNICEF PCA & SSFA with CSO, Attachment 6: Sample Terms of Reference for the Programme Cooperation Agreement Review Committee, article 15, page 49 & Attachment 2 of PCA Guidelines: Format for Small Scale Funding Agreement, page 37</p> <p>Hyperlink to web:</p>	Not mentioned in source documents.	<p>The head of unit – which is either the UNFPA representative, country director or chief of operations in country offices, regional director in regional offices, and division director in headquarters – makes an informed and transparent decision in a consultative manner.</p> <p>Ref: Policy and Procedures for Selection and Assessment of IPs, article III section D, page 4.</p>

Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
B.	FINANCIAL CONSIDERATIONS						
B1	Grant and Project Duration	<p>Project duration is not specified for ERF or CHF, though OCHA has indicated that ERFs last for up to six months and CHFs last up to twelve months.</p> <p>ERF Guidelines UN OCHA 2012/7, section 1, paragraph 3, page 5</p>	<p>UNHCR has an annual project cycle. Project should end no later than 31 December of the budget year. Extension of the Project Implementation Period beyond 31 December of the year of the Agreement, with or without additional cost, is not permitted with the exception of circumstances as indicated in Art. 3.5.</p> <p>The Project Liquidation Period shall be no later than 31 January of the calendar year following Project Implementation Period. The implementation of activities and new expenses incurred during the Project Liquidation Period shall not be accepted.</p> <p>In exceptional circumstances, a No-cost Extension of the Project Implementation Period and/or Project Liquidation Period beyond the date specified in Art. 3.2 and 3.4 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.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 3, clause 3.1 to 3.4 page 3 Hyperlink to web:</p>	<p>Project duration is not specified. The following two documents suggest that the projects are based on the nature of the emergency.</p> <p>Ref: FLA Template, General Condition Hyperlink to web:</p> <p>Ref: WFP/NGO1 cooperation arrangements</p>	<p>Project duration not pre-determined. The following document says:</p> <p>The duration of PCAs is no longer limited to two years. Any time period may be agreed, <i>within</i> the country programme cycle or emergency funding cycle. The length of a PCA should be appropriate to the objectives adopted and programme results to be mutually supported.</p> <p>Ref: Guidelines UNICEF PCA & SSFA with CSO, Overview of changes, bullet iii, page 4. Hyperlink to web:</p>	<p>Project duration is not specified. The following document suggests that the projects are based on the nature of emergencies.</p> <p>The Project shall commence and be completed in accordance with the timeframe or schedule set out in the Project Document.</p> <p>Ref: Standard Project Cooperation Agreement between UNDP and a NGO, article III, section 1, page 3 Hyperlink to web:</p>	<p>Project duration is not specified. The following document suggests that the projects are based on the work plan and nature of the emergency.</p> <p>Ref: IP Agreement, Page 2.</p> <p>Generally UNFPA project/programme can be short term but typically are longer in nature. Work plans can be done on a multi-year basis but the duration cannot exceed the framework of the country programme or global and regional intervention cycle. (Information obtained during interview).</p>
B2	Cost Sharing Issues	<p>In general, cost sharing would be reviewed on a case-by-case and specific-context basis. Detail were unclear.</p> <p>Ref: Long Version, ERF Guidelines, UN OCHA 2012/7 ERF Guidelines, page, 18 footnote 23</p>	<p>Partners' co-financing contributions may be made in the form of cash or in-kind (in the form of materials, technical expertise, human resources and other inputs).</p> <p>Ref: Bipartite_PPA-final_Dec13, article 6, clause 6.2, page 5 Hyperlink to web:</p> <p>A resource contribution by the Partner itself to the Project is no longer a precondition for receiving a UNHCR contribution for the Project Headquarters Support Costs.</p> <p>Ref: December 2014 Guidance Note No. 3 – UNHCR's Contribution towards Project Headquarters Support Costs, paragraph C, article 6, page 2 Hyperlink to web:</p>	<p>This is not mentioned in the PPA. However, it mentioned that UN organizations and their IGO/NGO Partners cooperating in humanitarian field operations develop a local inventory for the sharing of their specialized, security-related human and material resources.</p> <p>Ref: How to work with WFP, a handbook for NGOs, section 1, chapter 4, annex 1, clause 11, page 43</p> <p>In general, WFP will attempt to reimburse all justified costs related to the physical transport of WFP food aid to beneficiaries and its management.</p> <p>Ref: Creating a Partnership, section 2, chapter 2, paragraph 1, page 55</p>	<p>Civil Society Organisation (CSO) contributions to the total costs must be indicated. Non-financial contributions (e.g. community mobilisation or local knowledge inputs by the CSO) are important and should also be described.</p> <p>Ref: Guidelines UNICEF PCA & SSFA with CSO, section 6, budget, page 12 Hyperlink to web:</p>	<p>The Administrator is authorized to enter into cost-sharing agreements provided these have been agreed by the programme country or countries, subject to such principles as the Executive Board may establish.</p> <p>Ref: UNDP Financial Regulations and Rules, article 7, regulation 7.01, rule 107.01, 107.02, 107.03 Hyperlink to web:</p> <p>UNDP administers two main instruments to receive and manage donor contributions to other (non-core) resources: cost sharing and trust funds. Country offices are strongly advised as much as possible to use the UNDP standard cost sharing or trust fund agreement formats with Partners in such cases. Information is provided in the UNDP and Civil Society Organizations Toolkit for Strengthening Partnerships.</p> <p>Ref: UNDP and Civil Society Organizations a Toolkit for Strengthening Partnerships, article V, page 19 Hyperlink to web:</p>	<p>The cost sharing or co-financing issue has not been mentioned in source documents.</p> <p>Cost sharing is undertaken on a case-by-case basis.</p>

	Content	OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
B3	Partner Personnel Costs	<p>OCHA specifies only what personnel costs it will <i>not</i> pay.</p> <p>Costs related to NGO governance structures (i.e. salaries and travel expenses for board members) and other general management related or non-operational staff are not considered to be direct costs.</p> <p>Ref: Long Version, ERF Guidelines, UN OCHA 2012/7 ERF Guidelines, page 18, article 5.3, paragraph 3)</p>	<p>UNHCR contributions towards partner personnel costs apply only to project staff – full-time or part-time as per agreement.</p> <p>The Project Budget (Annex B) stipulates UNHCR’s contribution (if any) in the form of periodic flat rates per post towards Partner Personnel costs within the Project Implementation Period defined in Art. 3.2.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 10, clause 10.38, 10.47, page 21, 22 Hyperlink to web:</p> <p>Since 2009, UNHCR global policy has been to contribute a lump sum of \$6000 for international staff, and to contribute to national staff salaries based on a market survey of humanitarian peers. This policy will likely be updated in 2015.</p> <p>Ref: The Spirit of Partnership, page 9. Hyperlink to web:</p> <p>It is possible to budget for specific technical support from the HQ to the programme, in addition to the overhead fee. This would need to be explicit support to the programme - for example, a technical advisor for two months.</p> <p>Ref: In the spirit of partnership, HQ overheads and exceptions, page 12 Hyperlink to web:</p>	<p>Provision for management and administrative costs are available in the PPA but details are not specified.</p> <p>Ref: FLA-General Condition, Annex 2, Plan of operation, Page 13 Hyperlink to web:</p> <p>The 7% management fee allowance allows for funding project related staff whose work cannot be unequivocally attributed to specific project activities.</p>	<p>UNICEF would pay “direct programme support costs” that directly supported the project objectives and directly derive from the implementation of the Programme Cooperative Agreement, including:</p> <ul style="list-style-type: none"> Salaries and support costs of implementing personnel, technical assistance (possibly pro-rated) Costs connected with planning and management, such as (prorated) salaries and related costs for representation, planning, coordination and management; Pro-rated support to management for time which directly contributes to the programme; In-country planning expenses; Costs connected with the administrative support of the programme, including (prorated) financial management and information resources management; Monitoring and evaluation costs⁴. <p>Ref: Guidelines UNICEF PCA & SSFA with CSO, Overview of changes, footnote 3, page 4) Hyperlink to web:</p>	Not mentioned in source documents.	<p>Project Personnel Costs are fully paid when they are directly related to the activities being implemented. Other personnel costs that cannot be unequivocally attributed to a specific activity implemented by the IP on behalf of UNFPA can be recovered by the partner from support costs.</p> <p>Ref: Guidance Note on IP Support Costs, page 2, paragraph 2 as well as interview.</p>
B4	Partners’ Overhead Costs	<p>Up to 7 per cent of the total actual project expenditure.</p> <p>Indirect costs may be incurred when performing the following functions: recruiting and servicing staff and consultants; procuring and contracting; evaluations; budget preparation and control; financial operations; and accounting and reporting.</p> <p>Ref: Long Version, ERF Guidelines, UN OCHA 2012/7, Article 5.2, paragraph 4, page 17</p>	<p>UNHCR contributions towards HQ Overhead Support Costs for NGOs operating outside their country of headquarters shall be 7 per cent of the total Project Budget (Annex B) value, excluding the costs of Bulk Procurement from commercial entities, cash/voucher assistance and microcredit funds for the Population of Concern.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 6, clause 6.14, page 8 Hyperlink to web:</p> <p>Ref: UNHCR Guidance Note No. 3 on UNHCR’s Contribution Towards Project Headquarters Support Costs Hyperlink to web:</p>	<p>Provision of 7 per cent management fees available in the PPA.</p> <p>Ref: FLA-General Condition, Annex 2, Plan of operation, Page 13 Hyperlink to web:</p>	<p>UNICEF helped defray the partners’ Indirect Program Costs (IPCs) – costs incurred that cannot be separately identified and traced unequivocally to the programme – through a flat rate addition of 7% to the total of the cash transfer for program costs and direct program support costs. (Note: IPCs are not included in the budgets of Small Scale Funding Agreements.)</p> <p>Guidelines UNICEF PCA & SSFA with CSO, section 9(b), page 17 Hyperlink to web:</p> <p>UNICEF segregates Programme Costs as follows:</p> <ul style="list-style-type: none"> Direct Programme Support Costs (DPSCs); Indirect Programme Costs (IPCs); and Programme Costs. <p>The total IPC should not normally</p>	Not mentioned in source documents.	<p>The support costs are subject to negotiation with the NGO between 0% and 12%. When negotiating the support cost percentage with the NGOs, it is the responsibility of the head of office to ensure the UNFPA staff member(s) have negotiated a favourable rate for UNFPA; in no case should the rate exceed 12%, which has been set by the UNFPA Executive Board.</p> <p>Ref: Guidance Note on IP Support Costs, page 2, paragraph 3, 4.</p> <p>Allocation of percentage depends on the nature of the activities.</p> <p>REF: Interview with UNFPA.</p>

⁴ Monitoring of beneficiary populations, as distinct from the monitoring of programme activities, may be classified under “Programme Costs” rather than DPSCs. Evaluation may also be included in “Programme Costs” where knowledge generation using the evaluation is an objective of the Agreement itself. Where M&E are for programme management purposes, however, they should be counted as part of the support costs.

	Content	OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
					<p>exceed a maximum of 25% of the total funds and value of supplies (net of indirect programme costs) provided to the CSO under the PCA. Normally, the amount will be less than the 25% limit. The limit could exceptionally be exceeded depending on the justifiable costs in the proposed budget for the local context. In exceptional cases, which will usually be crisis situations requiring complicated logistics and high access and/or security costs, the Representative must sign a written justification to be filed with the PCA for any percentage of IPC above 25%.</p> <p>Guidelines UNICEF PCA & SSFA with CSO, section 9(a), page 16, 17 Hyperlink to web</p>		
B5	Cash Disbursement Schedule and Modalities	<p>A new model template was being tested in Afghanistan for potential roll-out in 2015. Project funding was released in three instalments. The first instalment would be released within 10 working days following the receipt of the signed Agreement by OCHA. Any subsequent instalments would be released when interim financial reports have been submitted to and accepted by OCHA as showing satisfactory management and use of the Grant.</p> <p>Ref: PPA template, article VII, paragraph 3, page 4.</p>	<p>UNHCR will, subject to the availability of funds, make periodic transfers of funds based on the planned activities and related cash requirement as described in the Project Work Plan/Instalment Plan (Annex C). The first instalment allows for the inclusion of the cash requirement of an additional month's planned activities as a lead-time to ensure Project cash flow. The indicative periodic transfers contemplated at the date of signature hereof are set out in the table.</p> <p>UNHCR will transfer the first instalment into the Partners' bank account within 10 working days following the signing of this Agreement by the Parties.</p> <p>Ref: The PPA, Bipartitie_PPA-final_Dec13, article 6, clause 6.5, 6.6, page 6, 7) Hyperlink to web:</p>	<p>WFP pays in arrears for costs incurred by the Cooperating Partner.</p> <p>WFP's financial commitment shall not exceed the amounts specified in the budget. Each disbursement of funds made by WFP under the Agreement is subject to the availability of funds for such purpose on the due date of the disbursement.</p> <p>Ref: FLA-General Condition, article 5, section 5.1, 5.2, page 4 Hyperlink to web:</p>	<p>UNICEF transfers cash on a quarterly basis using the FACE form as per the budget agreement. The PCA programme document identifies the instalments in which the cash transfer will be transferred.</p> <p>Ref: PCA, section 20, page 9 Hyperlink to web:</p>	<p>Periodic fund transfer as per agreement subject to satisfactory report of previous period.</p> <p>UNDP may pay the full budget amount in advance if the project duration is less than 6 months duration.</p> <p>Ref: PPA, Article 8, paragraph 1, page 6 Hyperlink to web:</p>	<p>Unless otherwise agreed between the Parties in writing, every three calendar months during the term of the Agreement ('Quarter Year Period' or 'Quarter') the IP will provide UNFPA with a written request for the Cash Transfer Instalment specified in the Work Plan. The IP will do so using the FACE form.</p> <p>The first written request, using the FACE form, may be made as soon as the Agreement and the Work Plan have been signed by both Parties. Based on the amount requested by the IP and the planned activities, UNFPA will determine the amount to be transferred.</p> <p>The second and each subsequent written request, using the FACE form, may not be made before expenditures have been reported to UNFPA, using the FACE form, and activity progress has been reported using the Work Plan Progress Report. Based on the amount requested by the IP, and any unspent balance held by the IP, UNFPA will determine the amount to be transferred.</p> <p>Ref: IP Agreement, article VIII, section 4 a. b. c., Page 7, 8.</p>
B6	Advance and Reimbursement	<p>The first instalment will be released within 10 working days following the receipt of the signed agreement by OCHA. Subsequent instalments will be released when interim financial reports have been submitted to and accepted by OCHA as showing satisfactory management and use of the Grant.</p> <p>Ref: PPA template, article VII, paragraph 3, page 4.</p> <p>Details of reimbursement on</p>	<p>UNHCR shall transfer the first instalment into the Partner's bank account within ten working days following the signing of this Agreement by the Parties.</p> <p>The disbursement by UNHCR of subsequent Instalments is subject to availability of funds to UNHCR and the amount of such subsequent Instalment shall be determined by UNHCR at its discretion so as to be commensurate with the actual performance of the Project and planned work for the next period in accordance with this Agreement.</p>	<p>Upon written request by the Cooperating Partner WFP may, at its sole discretion and subject to the availability of funding, consent to an advance payment. The advance shall not exceed the projected operational costs of the Cooperating Partner for the forthcoming three months, provided that in no case shall the advance exceed USD 100,000, and that, if the Operation has a duration of six (6) months or less, the advance shall not exceed 30% of the Budget or USD 100,000, whichever is less. WFP shall, where it decides, pay an advance within thirty (30) calendar</p>	<p>UNICEF pays as per HACT framework, 3 modalities available.</p> <p>Direct cash transfers Funds are transferred by the agency to the CSO before the CSO incurs obligations and expenditures to support activities agreed in the work plan;</p> <p>Direct payments Funds are paid by the agency directly to vendors and other third parties for obligations and expenditures incurred by the CSO to support activities agreed in the work plan; and</p>	<p>The first instalment will be advanced to the NGO following the submission of a payment request. If the project is for a duration of less than six months and the capacity of the NGO is adequate, the first instalment may equal the total amount of the Agreement.</p> <p>Ref: Article 8, paragraph 1, page 6 Hyperlink to web:</p>	<p>UNFPA will provide such financial assistance to the IP following three Cash Transfer modalities:</p> <ul style="list-style-type: none"> • Advance payment by UNFPA to IP (referred to in the HACT as "Direct Cash Transfer"); • Reimbursement by UNFPA to IP (referred to in the HACT as "Reimbursement"); and • Payment by UNFPA on IP's behalf to IP's vendor or supplier (referred to in HACT and in this Agreement as "Direct

	Content	OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
		<p>suspension and early termination of agreement exist in the partnership agreement template</p> <p>In the event of termination, OCHA shall reimburse the IP only for the costs incurred to execute the Project in conformity with the express terms of the present Agreement.</p> <p>Reimbursements to the IP under this provision, when added to amounts previously remitted to it by OCHA in respect of the Project, shall not exceed the total OCHA allocation for the Project.</p> <p>Ref: PPA template, article XIII, paragraph 6, page 8.</p>	<p>Ref: The PPA, Bipartitie_PPA-final_Dec13, article 6, clause 6.6, 6.7, page 7) Hyperlink to web:</p> <p>Reimbursement on project termination is not covered fully in the PPA.</p> <p>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 the Agreement prior to the date of termination. UNHCR shall not be liable for any expense or obligations made in advance or in excess of remittances actually made, unless these were expressly authorized by UNHCR. Upon UNHCR settlement of the authorized payment, UNHCR shall be relieved from any further obligations under this Agreement or liability for compensation.</p> <p>Ref: The PPA, Bipartitie_PPA-final_Dec13, article 11, clause 11.47, page 28 Hyperlink to web:</p>	<p>days of receipt of the request.</p> <p>Ref: FLA-General Condition, article 5, section 5.5, page 4 Hyperlink to web:</p> <p>Advance of fund to cover start up/increase capacity costs. NGO Partners may set up operations in new territory, or may need to strengthen their existing capacity substantially in order to respond to a crisis. If this is the case, the NGO will incur expenses prior to starting the distribution of WFP food and is therefore entitled to an advance to cover the estimated costs of setting up the operation.</p> <p>Ref: Creating a Partnership, section 2, chapter 2, page 60 Hyperlink to web:</p> <p>Each disbursement of funds made by WFP under this Agreement is subject to the availability of funds for such purpose on the due date of the disbursement.</p> <p>Ref: FLA-General Condition, article 5, section 5.2, page 4 Hyperlink to web:</p>	<p>Reimbursements Funds are provided by the agency to the CSO for obligations made and expenditures incurred in support of activities agreed in work plan.</p> <p>Ref: 2014 HACT framework, section 8, clause 8.1, page 23</p>		<p>Payment").</p> <p>Ref: 2014 HACT framework, section 8, clause 8.1, page 23</p>
B7	Bank Account Requirements	<p>A project specific interest bearing account is required.</p> <p>Ref: PPA template, Article VII, paragraph 4 & 5, page 4.</p>	<p>UNHCR shall only deposit instalments to the bank account bearing the official name of the IP. The account shall be a separate bank account, preferably interest-bearing maintained by the IP for purposes of the project. The use of a pooled account requires the advance written approval of UNHCR's Controller.</p> <p>Ref: The PPA, Bipartitie_PPA-final_Dec13, article 6, clause 6.9, page 7 Hyperlink to web:</p>	<p>Payment shall be made into a bank account opened in the name of the Cooperating Partner in the country in which the Operation is implemented. The details of the bank account shall be specified in the Plan of Operations.</p> <p>Upon written request by the Cooperating Partner, but subject to compliance with WFP's internal rules and regulations as well as other applicable norms, WFP may consider making payments to an account registered in the name of the Cooperating Partner outside the country of the Operation.</p> <p>Ref: FLA-General Condition, article 5, section 5.3, page 4 Hyperlink to web:</p>	<p>The bank account must be in the name of the CSO. Separate bank accounts are not required.</p> <p>Ref: Written feedback from UNICEF</p>	<p>There are no special instructions from UNDP about the bank account. CHF funds could be transferred to a bank account inside and outside the target country.</p> <p>Ref: PPA template, Vendor Profile, Annex 6, page 28, 29, 30 Hyperlink to web:</p>	<p>A bank account is needed for fund/cash transfers but it does not need to be a specific bank account used solely for UNFPA funds.</p> <p>Ref: IP Agreement, article VIII, section 10, page 10.</p>
B8	Procurement Regulations	<p>Requirements are not explicit. The NGO's system is to be followed.</p> <p>The IP shall ensure that its procedures for awarding contracts and for the procurement of goods, equipment, other commodities and services under the present agreement safeguard the principles of highest quality, transparency, economy and efficiency. The IP is required to</p>	<p>A detail comprehensive and separate procurement guideline is available (35 pages).</p> <p>Ref: IP Procurement Guidelines Hyperlink to web:</p> <p>All Partners undertaking procurement using UNHCR funds are required to familiarize themselves with the Guidance Note and with the governing clauses of the PPA which involves the Partner in undertaking procurement, prior to signature, and must adopt and</p>	<p>Details are not mentioned either in the FLA-General Conditions or How to work with WFP, a handbook for NGOs that explains Field Level Agreements.</p> <p>Ref: FLA-General Conditions Hyperlink to web:</p> <p>Ref: How to work with WFP, a handbook for NGOs Hyperlink to web:</p>	<p>Transparent and accountable procedures are mandatory and local purchase is encouraged. Exceptions to local purchase requires UNICEF's agreement in writing, Principles of quality, economy and efficiency are paramount. Competitive tendering is mandatory. Local suppliers must accept local UNICEF contractual conditionalities.</p> <p>Ref: PCA template, section 28, page 10 Hyperlink to web:</p>	<p>The NGO will utilise its own procurement rules and regulations. However, should these rules and regulations not adhere to international procurement principles, the guidelines mentioned below must be observed. Should there be impediments of any sort to proceed as prescribed, the NGO must notify UNDP in writing to seek advice and compromise towards a satisfactory solution.</p> <p>Ref: PPA template, Procurement guidelines, Annex 2, page 23</p>	<p>Requirements are not explicit in the text.</p> <p>Where UNFPA determines that the IP's financial regulations, rules and procedures are not appropriate, UNFPA shall give written notice to the IP and in such case UNFPA may decide to implement the WP or any parts thereof (including any procurement activities) directly.</p> <p>Ref: IP Agreement, article III, section A 8, page 9.</p> <p>UNFPA accepts the IP's procurement rules</p>

	Content	OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
		disclose procurement and purchasing practises upon request. Ref: PPA template, article V, paragraph 2, page 3.	adhere to applicable standards (policies, procedures and practices) as outlined in the Guidance Note. For all procurement undertaken using UNHCR funds, no matter what the value, the procurement policy and procedures outlined in the Guidance Note must be followed by the Partner.			Hyperlink to web:	but should the IP's rules and procedures not be appropriate, then UNFPA can take on the procurement themselves or the IP can use those of UNFPA. Ref: Interview with UNFPA.
B9	Ineligible costs (expenses and period)	Ineligible costs include those incurred before and after the project execution date, costs outside budget lines, and costs related to NGO governance structures (including salaries and travel expenses for board members and other general management-related or non-operational staff). Ref: UN OCHA 2012/7 ERF Guidelines, page 16, 17, 18, article 5.2 & 5.3, all paragraphs)	UNHCR shall not be liable for any pre-financed expenses or commitments made by the Partner in excess of remittances made, unless these have been expressly authorized by UNHCR in writing and included in the Project Budget (Annex B). Ref: The PPA, Bipartitie_PPA-final_Dec13, article 6, clause 6.4 & 6.8 page 6 & 7 Hyperlink to web:	Not mentioned in source documents.	Not mentioned in source documents.	Not mentioned in source documents.	The IPA provides a list of 16 types of ineligible costs, including: 1. Expenses not made for activities, or not necessary for the implementation of the activities, included in the Work Plan; 2. Value Added Tax, unless the IP can demonstrate to the satisfaction of UNFPA that it is unable to recover the VAT; 3. Costs covered by or relating to another Work Plan; 4. Costs paid or reimbursed to the IP by another donor or entity; 5. Expenditures in relation to which IP has received an in-kind contribution from another donor or entity; 6. Costs exceeding the support cost rate; 7. Other than support costs that are not verifiable by records; 8. Salaries for IP's employees exceeding the rates payable by UNFPA; 9. Fees for individual consultants retained by the IP exceeding the rates payable by UNFPA; 10. For travel, daily subsistence and related allowances for the IP's employees or consultants exceeding the rates payable by UNFPA; 11. Provision for expenses before concluding activities as per accrual-based accounting. 12. Costs that merely represent financial transfers between administrative units or locations of the IP; 13. Costs that are not reasonable and justified under principles of sound financial management, in particular the principles of value for money and cost-effectiveness; 14. Costs that relate to obligations that were entered into after the end date of the relevant WP; 15. Debt and debt service charges; 16. Expenditures made in contravention of any of the terms of this Agreement. Ref: IP Agreement, article X, section 1A 2C, page 12, 13, 14.
B10	Currency Exchange Rate Regulations	The currency used, including for payments to the IP, is the United States Dollar (USD). When the IP performs financial transactions in currencies other than USD, the IP shall use the most favourable official rate of exchange for all	The currency of expenditure is same as the currency of funds transferred by UNHCR as stipulated in the Project Budget (Annex B). Expenditure in another currency should only take place in limited amounts and necessary circumstances. In such	WFP shall make payments to the Cooperating Partner in the currency specified in the Plan of Operations. Ref: FLA-General Condition, article 5, section 5.3, page 4 Hyperlink to web:	The currency exchange rate regulation is not required as reporting is done in the currency in which the cash transfer was made using the HACT framework. Ref: 2014 HACT framework, section	Not mentioned in source documents. Funds are transferred as per the HACT framework.	All financial reporting to UNFPA will be performed by the IP in the currency in which the Cash Transfer was made, using the HACT framework. The IP is not required to convert transactions into any other currency.

Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
		<p>transactions related to the implementation of the Project.</p> <p>Exchange losses are not eligible costs under this Agreement. Exchange gains related to the implementation of project activities will not be deducted provided that the IP pledges that these funds will be used for financing the implementation of humanitarian assistance interventions, in line with the international humanitarian principles.</p> <p>Ref: PPA template, article VII, paragraph 7, page 5.</p>	<p>cases, the Partner shall apply the actual rate of exchange for the transaction.</p> <p>The Partner must credit to UNHCR all Interest Revenue, earned or accrued, on UNHCR project funds (Art. 6.9) and any Miscellaneous Revenue. The Partner shall transfer Interest Revenue and Miscellaneous Revenue in the same currency as it is generated, unless otherwise authorized by UNHCR in writing.</p> <p>Miscellaneous Revenue shall include, <i>inter alia</i>, foreign exchange gain, proceeds or receivables from the sale of, or insurance claims related to, any item provided by the Project, where the purchase of the item and/or insurance of the item have been procured with funds provided by UNHCR.</p> <p>The use of Interest Revenue and Miscellaneous Revenue during the course of the Project, including for Project-related activities, requires written authorization of UNHCR's Controller and an Agreement Amendment.</p> <p>Ref: The PPA, Bipartite PPA-final_Dec13, article 10, clause 10.11, 10.12, 10.13 & 10.18, page 18 Hyperlink to web:</p> <p>UNHCR's contribution for Project Headquarters Support Costs must be transferred in the same currency as the Project Budget. If the Project Budget has two currencies, the allocation for the Project Headquarters Support Costs will also be in the same two currencies proportionately.</p> <p>Implementing Partnership Management Guidance Note No. 3 UNHCR's Contribution towards Project Headquarters Support Costs December 2014, section D, clause 10, page 3. Hyperlink to web:</p>		<p>8, clause 8.1, page 23</p> <p>UNICEF usually always transfers local currency deposited in the country of implementation. However, where local laws permit and where instability of the local currency results in the market working in a foreign currency, UNICEF will pay in that currency. UNICEF will also transfer to a bank outside of the country where local banking has failed or the partner incurs costs outside of the country of implementation in order to fulfil activities specified in the PCA.</p> <p>Ref: Written feedback from UNICEF</p>		<p>Ref: IP Agreement, article X, section 1A 3, page 14.</p> <p>For UNFPA, the standard approach is that funds are transferred in local currency. A guidance note includes details on the procedure around reporting using local currency. Exceptions exist as follows:</p> <ol style="list-style-type: none"> 1. International NGOs that are managed from HQ may receive funds in currencies other than local currency; and 2. Where circumstances are such that it is difficult to implement in local currency due to inflation and other economic or political challenges, the NGO may receive funds in non-local currency. <p>Ref: Written feedback from UNFPA.</p>
B11	Assets Disposition and ownership	<p>Information provided in the guidelines and the partnership agreement template is contradictory.</p> <p>Funding is typically not to be used to purchase capital assets, such as vehicles, IT, and communication and office equipment, unless exceptionally authorized by the HC. However, security concerns or logistical challenges may necessitate revision of this clause based on country contexts.</p>	<p>Goods and Property shall be transferred by the Partner to UNHCR:</p> <ul style="list-style-type: none"> • upon completion of the Project; or • at the request of UNHCR; or • upon termination of this agreement, unless otherwise agreed upon in writing by the parties. <p>Where UNHCR transfers the ownership of Goods and Property to the Partner or a third party, the transfer shall be effected on the basis of a separate agreement entitled "Agreement on the Transfer of Ownership of Goods and Property".</p>	Not mentioned in source documents.	<p>Unused cash is always returned to UNICEF unless it is re-programmed with the partner in another PCA.</p> <p>Ref: Written feedback from UNICEF.</p> <p>If the partnership is ending due to clauses in the Agreement or no continuing need for the partnership, then the Partner returns to UNICEF unused funds, supplies, equipment, and vehicles if relevant.</p> <p>Ref: Guidelines UNICEF PCA & SSFA with CSO, attachment 7,</p>	<p>The transfer of assets from UNDP to the NGO is not automatic. The assets remain the property of UNDP during implementation but title may be transferred to the NGO where such transfer has been considered and approved by the Consolidated Appeals Process (CAP)/Rules and Regulations.</p> <p>Ref: Guidance note, Annex 9, page 37</p>	<p>The standard approach is for UNFPA to transfer ownership of assets to the implementing partner. However, under exceptional circumstances (poor systems, controls or issues of IP capacity), the Head of Unit may decide that immediate transfer is not in the best interest of UNFPA.</p> <p>Ref: Written feedback from UNFPA</p> <p>UNFPA may decide that supplies and equipment should be reassigned towards the implementation of another Work Plan, which may be implemented by the IP or by another IP of UNFPA. In the latter case, the</p>

	Content	OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
		<p>Non-expendable equipment or property financed by OCHA as part of an ERF grant is the property of OCHA. Non-expendable equipment is defined as an item that has a purchase price of \$1,500 or more, or the equivalent in local currency at the United Nations official rate of exchange on the date of purchase, and has an anticipated service life of at least five years. Upon completion of the project, such assets shall continue to be used for the purposes of the grant. These items may therefore be contributed free of charge to the direct beneficiaries of the grant, or donated to support a similarly appropriate activity in the beneficiary country. In the event these assets are not donated to the beneficiaries or used for a similar activity, they must be returned to OCHA within 30 days of the completion of the project. The OCHA CO should decide with the recipient organization how to dispose of these items.</p> <p>Ref: UN OCHA 2012/7 ERF Guidelines, article 5.3, paragraph 1, page 18 and footnote 22, article 5.7, page 21</p> <p>The IP shall assume ownership and shall be responsible for the proper use, custody, maintenance and care of all non-expendable equipment, supplies and materials financed by OCHA during Project implementation and any subsequent use.</p> <p>Ref: PPA template, article V, paragraph 1, page 3.</p>	<p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 10, clause 10.25, 10.26, page 19 Hyperlink to web:</p>		<p>section 18, page 53 Hyperlink to web:</p> <p>Supplies and equipment are given to the Partner solely so that it can contribute to the implementation of the PCA Programme as part of the Country Programme of Cooperation. They will be used, as far as possible, exclusively for implementation of the PCA Programme. They will be deployed and distributed by the Partner in accordance with the schedule included in the PCA Programme Document unless UNICEF agrees otherwise.</p> <p>Ref: UNICEF PCA, section 16, page 8 Hyperlink to web:</p> <p>Vehicles, if any, listed on the supply list in the PCA Programme Document will be provided to the Partner as a loan only.</p> <p>Ref: UNICEF PCA, section 31, page 11 Hyperlink to web:</p>		<p>IP shall, upon written instructions by UNFPA, transfer ownership of the supplies and equipment to the IP receiving them.</p> <p>Exceptionally, UNFPA may decide in writing that UNFPA shall remain the owner of the supplies and equipment. The IP shall exercise the highest standard of care when using and administering such supplies and equipment, and the IP shall place UNFPA markings thereon in consultation with UNFPA.</p> <p>Ref: IP Agreement, article VIII, section B 12, 13, 14, page 10.</p> <p>Under standard agreement, UNFPA retains intellectual, copyright, etc, but subject to specific circumstances, may agree to an exception as outlined below:</p> <p>Section 8.0 of the General Conditions on Copyright, Patents and other Proprietary Rights is herewith abolished in its entirety and replaced as follows:</p> <ol style="list-style-type: none"> 1. IP retains sole and exclusive right, title and interest in and to its pre-existing intellectual property. UNFPA retains sole and exclusive right, title and interest in and to its pre-existing intellectual property provided to IP for use in furtherance of this Letter of Understanding and the respective Annual Work Plans (AWP(s)). 2. IP shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which are created, produced or prepared in the course of the performance of this Letter of Understanding and the respective AWP(s), whether created, produced or prepared by IP alone or jointly with UNFPA. 3. IP grants UNFPA a worldwide, non-exclusive, perpetual and royalty free right (including a sub-license right) to use the report, data and any other relevant material resulting from the implementation of this Letter of Understanding and the respective AWP(s). [In any publication of the reports and manuals prepared in the course of this Agreement, be it in hard, electronic or any other media, IP agrees to credit UNFPA as the funder of the activity(ies)] <p>Ref: Alternative General Terms and Conditions for IP Agreements, article 8, 8.1, 8.2, 8.3</p>
B12	Insurance and liability to third party	<p>It is the Partner's liability.</p> <p>Ref: PPA template, article VI, paragraph 1 to 6, page 4.</p>	<p>It is the Partners' liability.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 10, 11, clause 10.22, 11.31 page 19, 26</p>	Not mentioned in source documents.	<p>It is the Partner's liability.</p> <p>Ref: PCA template, section 8, page 5 Hyperlink to web:</p>	<p>It is the Partners' liability.</p> <p>Ref: PPA template, article V, paragraph 3, page 4 Hyperlink to web:</p>	<p>It is the Partner's liability.</p> <p>Ref: written feedback from UNFPA</p>

	Content	OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
			Hyperlink to web				
B13	Tax Exemption	<p>Section 7 of the Convention on the Privileges and Immunities of the United Nations provides, <i>inter alia</i>, that the UN, including its subsidiary organs, is exempt from all direct taxes, except charges for public utility services, and is exempt from customs duties and charges of a similar nature in respect of articles imported or exported for its official use.</p> <p>Ref: PPA template, article XV1, paragraph 1, page 8.</p>	<p>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.</p> <p>Ref: The PPA, Bipartitie_PPA-final_Dec13, article 11, clause 11.5 page 23</p> <p>Hyperlink to web</p>	Not mentioned source documents.	Not mentioned source documents.	Not mentioned source documents.	<p>Expenditures for value added tax ("VAT") are ineligible costs on the FACE form unless the IP can demonstrate to the satisfaction of UNFPA that it is unable to recover the VAT.</p> <p>Ref: written feedback from UNFPA</p>

Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
C	PROGRAMME DESIGN AND IMPLEMENTATION						
C1	Partnership	<p>The approach to NGOs is in line with the principle of Good Humanitarian Donorship (GHD).</p> <p>Ref: UN OCHA 2012/7 ERF Guidelines, article 2, paragraph 1, page 6)</p>	<p>UNHCR attaches importance to the Principles of Partnership⁵:</p> <p>The Parties undertake to jointly develop and maintain a quality partnership based on a shared humanitarian commitment to:</p> <p>a. The protection of refugees and other persons of concern to UNHCR, enhancing the human dignity and well-being of the persons served; and</p> <p>b. The Principles of Partnership endorsed by the Global Humanitarian Platform on 12 July 2007 to act in a spirit of equality, transparency, responsibility, result-oriented approach and complementarity.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, preamble v Hyperlink to web</p> <p>The objective of UNHCR's policy on the selection and retention of partners for <i>Project Partnership Agreements</i> is to ensure UNHCR partners with the most suitable organization in a given operation for the implementation of <i>Projects</i>, in order to provide quality protection and assistance to refugees and other persons of concern. As partners bring distinctive attributes and UNHCR operates in varying and challenging environments, it is necessary to identify the <i>Best-Fit Partner</i>.</p> <p>Ref: Guidance_Note_1_Selection-and-Retention, article 1, page 4 Hyperlink to web:</p>	<p>WFP sites its own partnership principles:</p> <p>a. Shared goals and mutual respect and trust</p> <p>b. Joint design and joint decision-making on activities</p> <p>c. Commitment to building and nurturing partnerships</p> <p>d. Willingness to give up a certain amount of independence to pursue programmes together</p> <p>e. Commitment to transparency and accountability.</p> <p>Ref: Creating a Partnership, Section 2, chapter 1, page 50, Hyperlink to web:</p>	<p>UNICEF attaches importance to the Principles of Partnership.</p> <p>Ref: Guidelines UNICEF PCA & SSFA with PCA, pages 11 and 51 Hyperlink to web:</p> <p>UNICEF has a wide range of partnerships and collaborative relationships with CSOs in development work and humanitarian action, including those with: other UN agencies; NGOs; international and regional organizations. Capacity development of Partners is frequently an important component and objective of these partnerships. Partnership with CSOs is used when both partner pool together resources to achieve commonly defined results.</p> <p>Ref: Guidelines UNICEF PCA & SSFA with PCA, page 1 to 5 Hyperlink to web:</p>	<p>Eligible NGOs are those that are legally registered in the country where they will be operating.</p> <p>Ref: UNDP Result Management Guide, article 2.14, page 72 Hyperlink to web:</p>	<p>An IP is defined as the entity to which the UNFPA has entrusted the implementation of programme activities specified in a signed document, along with the assumption of full responsibility and accountability for the effective use of UNFPA resources and the delivery of outputs as set forth in such programme documentation.</p> <p>The IP shall be selected based on its capacity, to ensure the highest quality of service, including the ability to apply innovative strategies to meet UNFPA priorities, needs and strategic direction in the most efficient and cost-effective manner.</p> <p>Ref: Policy And Procedures For Selection And Assessment Of IPs, article I, paragraph 1, page 1</p>
C2	Programme Location, Target Population/ Beneficiaries (criterion and numbers)	<p>Details are confirmed when the PPA is agreed and signed.</p> <p>Ref: Long version, Annex XVII Project proposal (narrative) Template, page 1</p>	<p>Details are confirmed when the PPA is agreed and signed.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, Annex_A_Project-Description_final_Dec13 template, page 1 Hyperlink to web:</p> <p>Ref: Annex A, Proposal Format Hyperlink to web:</p>	<p>Details are confirmed when the PPA is agreed and signed.</p> <p>Ref: FLA Template, General Condition, Annex 2, Plan of operation, Page 13 Hyperlink to web:</p>	<p>Details are defined in the programme document and confirmed when the PCA is agreed and signed.</p> <p>Ref: Annex A Project Proposal Template and Project Budget Template, page 1 Hyperlink to web:</p>	<p>Details are confirmed when the PPA is agreed signed.</p> <p>Ref: Article III, paragraph 1, page 3, Annex 1, sub-annex 1, page 13 Hyperlink to web:</p>	<p>Details are confirmed in the Work Plan when the IPA is agreed signed.</p> <p>Ref: IP, article I, section 4, page 2.</p>
C3	Risk Management	<p>A format is provided in the project proposal format for "Risk Analysis and Mitigation – External, Financial, Operational, Internal, Reputational"</p>	<p>Partners must identify the key project risks that could have a significant impact on the achievement of project objectives and/or cause deviation from the</p>	<p>Not mentioned in source documents.</p>	<p>The HACT framework is used to assess financial management capacities/ risks and determine appropriate mitigation actions.</p>	<p>A project risk log is maintained through the project to capture potential risks to the project and associated measures to mitigate risk.</p>	<p>The HACT Framework is being rolled out as UNFPA's policy to manage risks when implementing through partners.</p> <p>A detailed Implementing Partner Capacity</p>

⁵ Principles of Partnership: A Statement of Commitment -- <https://icvanetwork.org/principles-partnership-statement-commitment>

Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
		Ref: Long version, Annex XVII. Project Proposal (narrative) Template, page 7	<p>projects expected results and describe corresponding mitigation activities, if any.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, Annex_A_Project-Description_final_Dec13 template, article 3.2, page 2 Hyperlink to web:</p>		<p>Ref: 2014 HACT framework, section 9, clause 9.1, page 26</p> <p>The scope and frequency of monitoring, reporting, assurance and audit activities will be agreed prior to programme implementation, taking into consideration the capacity of the NGO / CBO, which should be adjusted as a function of the results of the assessments, the related degrees of risk and corresponding mitigation measures including support for capacity development.</p> <p>Ref: Annex A Project Proposal Template and Project Budget Template, section 7, page 2 Hyperlink to web:</p>	<p>Ref: UNDP Result Management Guide, article 2.4.4, page 70 Hyperlink to web:</p>	<p>Assessment Tool (IPCAT) has to be conducted for most IPs. This covers mainly financial and procurement management capacities of IPs. Risk assessments are used to identify risks and mitigate them through the application of the appropriate assurance activities and cash transfer modalities.</p> <p>UNFPA uses risk assessment procedures to manage risks identified in the assessments. Ref: Interview with UNFPA</p> <p>Other risk management tools in place at UNFPA are the Internal Control Framework and the Fraud Risk Management policy. Ref: Written feedback from UNFPA</p>

Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
D	ETHICAL REQUIREMENTS						
D1	Personnel/ Staff Recruitment	<p>The IP is required to have a transparent, competitive and fair recruitment process and meet the highest standards of qualification and technical and professional competence. The IP shall ensure that all its personnel are free from any conflict of interest relating to project activities and that they always act in accordance with the highest moral and ethical standards. Existing and/or potential conflict of interest situations shall be fully disclosed before entering into the present agreement.</p> <p>Ref: PPA template, article IV, paragraph 1, page 7.</p>	<p>The Partner shall make available the necessary and qualified human resources to implement the project in accordance with this Agreement. Human resources are considered any persons who are hired and/or engaged to perform activities related to the project including: permanent employees; employees hired on fixed-term basis; consultants; advisors; those temporarily assigned; labour on wages; seconded personnel; volunteers; interns; refugees or other persons of concern on wages; and other similar agents; (hereafter: "Partner Personnel")</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 10, clause 10.38, page 21 Hyperlink to web:</p>	<p>To provide qualified personnel and adequate means necessary for the implementation and supervision of the Programmes and activities agreed upon in this Agreement, and assume full legal responsibility for acts and/or omissions of its personnel, agents, contractors and subcontractors in connection with this Agreement;</p> <p>Ref: FLA Template, General Condition, article 2, section 2.1 (b), page 2 Hyperlink to web:</p>	<p>The partner will ensure that all its personnel meet the standards of qualification and technical and professional competence necessary for the achievement of the PCA Programme's objectives.</p> <p>The partner will ensure that all relevant national labour laws are observed.</p> <p>Ref: UNICEF PCA, section 9 (a), (b), (c) (d), (e), page 5, 6 Hyperlink to web:</p>	<p>The NGO shall ensure that its personnel meet the highest standards of qualification and technical and professional competence necessary for the achievement of the Objectives of the Project, and that decisions on employment related to the Project shall be free of discrimination on the basis of race, religion or creed, ethnicity or national origin, gender, disability, or other similar factors. The NGO shall ensure that all personnel are free from any conflicts of interest relative to the Project Activities.</p> <p>Ref: PPA template, article V, paragraph 1 to 4, page 4 Hyperlink to web:</p>	<p>IP shall be responsible for the professional and technical competence of its employees, personnel and subcontractors and will select, for work under this Agreement, reliable persons who will perform effectively in the implementation of this Agreement, respect the local customs, and conform to a high standard of moral and ethical conduct.</p> <p>Ref: General Terms and Conditions for IP Agreements, article 2, page 18.</p>
D2	Protection of Target Population / Beneficiaries	<p>Partner shall prevent, oppose and combat all exploitation and abuse of vulnerable population assisted by the project and other persons of concern to OCHA.</p> <p>Ref: PPA template, article IV, paragraph 4, 5, 6, page 2.</p>	<p>The PPA "Appendix 2: Standards of Managing Misconduct" sets out the responsibilities of the partner to ensure protection from sexual exploitation and abuse. The PPA also includes a section for partners implementing projects to prevent and respond to Sexual and Gender-Based Violence (SGBV) and to protect children:</p> <ul style="list-style-type: none"> • Focus on preventive and response programmes for women, girls, men and boys at risk of SGBV, • Apply the principles of confidentiality, • Collect, store and analyse SGBV data and facilitate the safe and ethical sharing of these data, • Comply with IASC guidelines for GBV interventions in humanitarian settings, • Establish and maintain a monitoring mechanism for SGBV prevention and response programmes, • Apply a child protection systems-approach to programming for child protection. • Apply the Best Interest of the Child. • Establish and maintain a monitoring mechanism for child protection activities, project performance and impact. <p>Ref: The PPA, Bipartite_PPA-final_Dec13, page 14 Hyperlink to web:</p>	<p>The United Nations and WFP are committed to the protection of vulnerable populations in humanitarian crisis, including from sexual exploitation and abuse. By entering into an agreement with WFP, the Cooperating Partner undertakes to adhere to: (i) the standards set out in the Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13); (ii) any minimum operating standards adopted as a result of the Statement of Commitment on Eliminating Sexual Abuse and Abuse by UN and Non-UN Personnel of 4 December 2006; and (iii) any other Protection from Sexual Exploitation and Abuse (PSEA) policy or guideline as may be adopted by WFP, as notified to the Cooperating Partner by WFP from time to time.</p> <p>Ref: FLA Template, General Condition, Article 9.1 Hyperlink to web:</p>	<p>The partner will ensure that all its personnel... (ii) comply with the anti-corruption and anti-harassment policies of UNICEF and the provisions of the Secretary-General's Bulletin on Special Measures for Protection from Sexual Exploitation and Sexual Abuse; and (iii) do not expose intended beneficiaries, including children, to any form of discrimination, abuse, or exploitation.</p> <p>Ref: UNICEF PCA, section D, page 2, section 9 (b), page 6 Hyperlink to web:</p>	<p>Not mentioned in source documents.</p>	<p>IP shall ensure that all its employees and personnel comply with the provisions of ST/SGB/2003/13 entitled "Special Measures for Protection from Sexual Exploitation and Sexual Abuse."</p> <ol style="list-style-type: none"> 1. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defence; 2. Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour, is prohibited. This includes any exchange of assistance that is due to beneficiaries of assistance; <p>Ref: General Terms and Conditions for IP Agreements, article 18, page 22.</p>
D3	Confidentiality	<p>The IP must not communicate at any time to any other person, Government or authority external to</p>	<p>The Parties shall respect the confidentiality of all information pertaining to the Project.</p>	<p>To guarantee the confidentiality of any information pertaining to any individual beneficiary or group of</p>	<p>Does the management organization and processing system safeguard the confidentiality, integrity, and</p>	<p>Subject to the requirements outlined in the document "UNDP public information disclosure</p>	<p>Subject to the foregoing provisions, all maps, drawings, photographs, mosaics, plans, reports, estimates,</p>

	Content	OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
		<p>OCHA or use for private advantage any information known to it by reason of its association with OCHA, which has not been made public, except with the prior, written authorisation from OCHA. These obligations shall survive the expiration or termination of this Agreement.</p> <p>Ref: PPA template, article XVIII, paragraph 1, page 9.</p>	<p>Ref: The PPA, Bipartitie_PPA-final_Dec13, Confidentiality, Personal Data Protection, article 11, clauses 11.11 to 11.25, pages 23, 24, 25 Hyperlink to web:</p> <p>The partner warrants and undertakes that it shall comply with and implement relevant UNHCR policies on data protection. (Note to reader: such policies are not yet finalized and shared with partners at the time of writing.)</p> <p>Ref: The PPA, Bipartitie_PPA-final_Dec13, 11.17 page 24 Hyperlink to web:</p> <p>All data compiled by or received by the Partner under this Agreement, including maps, drawings, plans, reports, estimates, recommendations and other documents, shall be the property of UNHCR, shall be made available for use or inspection by UNHCR at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNHCR authorized officials upon completion of the activities under this Agreement.</p> <p>Ref: The PPA, Bipartitie_PPA-final_Dec13, 11.9 page 23 Hyperlink to web:</p>	<p>beneficiaries. Access to any related files and databases and to the information contained therein shall be restricted to authorized personnel of the Cooperating Partner and to WFP.</p> <p>Ref: FLA Template, General Condition, article 2, section 2.1 (g), page 2 and article 8, page 5 Hyperlink to web:</p>	<p>availability of data?</p> <p>Ref: UNICEF 2009 Guidelines, Financial Management Questionnaire, 7.3, page 45</p>	<p>policy,” information that is considered confidential shall not be used without the authorization of UNDP. In any event, such information shall not be used for individual profit. The Project Director may communicate with the media regarding the methods and scientific procedures used by the NGO; however, UNDP clearance is required for the use of the name UNDP in conjunction with Project Activities in accordance with Article IV, paragraph 5, above. This obligation shall not lapse upon termination of the present Agreement unless otherwise agreed between the Parties.</p> <p>Ref: PPA template, Article 6, section (d), page 5 Hyperlink to web:</p>	<p>recommendations, documents, and all other data compiled by or received by IP under this Agreement shall be the property of UNFPA, shall be made available for use or inspection by UNFPA at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to UNFPA authorized officials on completion of work under the Agreement.</p> <p>Ref: General Terms and Conditions for IP Agreements, article 8, page 18. Hyperlink to web:</p>
D4	Counter-terrorism	Not mentioned in source documents.	<p>Consistent with numerous United Nations Security Council resolutions relating to terrorism and in particular the financing of terrorism, 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. 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 UN 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/Docs/sc/committees/1267/1267ListEng.htm and links to lists maintained by http://www.un.org/sc/committees/li</p>	<p>Consistent with numerous UN Security Council resolutions relating to terrorism and in particular, the financing of terrorism, WFP and its Cooperating Partners will 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.</p> <p>In accordance with this policy, the Cooperating Partner agrees to employ all reasonable efforts to ensure that such resources (a) are not knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity associated with terrorism as designated on the list maintained by the Security Council Committee established pursuant to Security Council Resolution 1267 (1999) and 1989 (2011) (available at http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm); or</p>	<p>The Partner agrees to apply the highest reasonable standard of diligence to ensure that the supplies and equipment and money provided by UNICEF under this Agreement (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the Partner to any individual or entity on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999), available at http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm and (c) are not used, in the case of money provided by UNICEF, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.</p> <p>Ref: UNICEF PCA, section 30, page 11 Hyperlink to web:</p>	<p>The NGO agrees to undertake all reasonable efforts to ensure that none of the UNDP funds received under this Agreement are used to provide support to individuals or entities associated with terrorism and that the recipients of any amounts provided by UNDP hereunder do not appear on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999). The list can be accessed via http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm . This provision must be included in all sub-contracts or sub-agreements entered into under this Contract.</p> <p>Ref: PPA template, article VIII, section 5, page 6 Hyperlink to web:</p>	<p>The IP agrees to apply the highest reasonable standard of diligence to ensure that cash, supplies and equipment transferred by UNFPA to IP: (a) are not used to provide support to individuals or entities associated with terrorism; (b) are not transferred by the IP to any individual or entity on the list maintained by the Security Council Committee established pursuant to resolution 1267 (1999), available at http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm; and (c) are not used, in the case of money provided by UNFPA, for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations.</p> <p>Ref: General Terms and Conditions for IP Agreements, article 20, page 22.</p>

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			<p>st_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.</p> <p>Ref: The PPA, Bipartitie_PPA-final_Dec13, 'Use of Resources', article 10, clause 10.8, page 17 Hyperlink to web:</p>	<p>(b) any other similar lists.</p> <p>Ref: FLA Template, General Condition, article 12, section 12.1, 12.2, 12.3, page 6 Hyperlink to web:</p>			

	Content	OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
E	MONITORING REPORTING AND AUDITING REQUIREMENTS						
E1	Frequency of Substantive Reporting	<p>Interim and final report</p> <p>The IP shall provide OCHA with [number (up to X)] Interim Substantive Report(s) using the template provided with regard to the implementation status of the Project following the timeline and the requirements as defined in the Reporting Schedule annexed to the present Agreement (Annex B).</p> <p>The IP shall provide OCHA with a Final Substantive Report using the provided template with regard to the utilization of the Grant for the Project within three (3) months of the completion of the Project or the expiration or termination of the present Agreement, whichever is first to occur.</p> <p>Ref: PPA template, article IX, paragraph 1 & 2, page 6.</p>	<p>The PPA only requires bi-annual reporting on performance, financials, goods and property, and personnel as standard, although the option exists within the PPA to reinstate quarterly reporting and other types of reporting.</p> <p>Detail of reporting period:</p> <p>- By 10 April of the budget year for reporting up to 31 March</p> <p>- By 15 July of the budget year for reporting up to 30 June</p> <p>- By 10 October of the budget year for reporting up to 30 September</p> <p>- By 15 February of the calendar year for reporting up to 31 December (final)</p> <p>UNHCR shall make all efforts to minimize the reporting requirement and specify (by ticking) all necessary reports in this Agreement. UNHCR reserves the right to request other regular reports such as monthly health data and periodic food distribution reports. UNHCR may also request ad hoc reports on activities pertaining to this Agreement. The Partner shall be informed in writing if the need arises for these reports and provided with sufficient advance notice for report preparation.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 5, clause 5.1, page 4 Hyperlink to web:</p>	<p>The Cooperating Partner (NGO) shall provide monthly report on quantitative data relating to its activities under the Agreement (shall be submitted to WFP within 30 (thirty) calendar days of the end of each month) and quarterly progress reports, including both narrative and quantitative information.</p> <p>Ref: FLA Template, Special Conditions, Annex-1-A, section C, article 25, 26, page 3, 1-B, section D, article 16, 17, page 2, 1-C, section D, article 15, 16, page 2,3, 1-D, section C, article 10, 11, page 3,4. Hyperlink to web:</p> <p>In addition to the aforementioned periodical reporting, the Cooperating Partner shall, within ninety (90) calendar days from the date of termination of this Agreement, provide WFP with a final report consolidating information covering all activities carried out under this Agreement (the "Final Report").</p> <p>Ref: FLA Template, General Conditions, article 4.2, page 3. Hyperlink to web:</p>	<p>[Partner] will provide UNICEF with regular progress reports on implementation of the PCA Programme every six (6) months.</p> <p>The first regular progress reports will be due at the same time the first regular financial report (required under paragraph 25 above) is due. Subsequent progress reports will accompany every second written request for a Cash Transfer Instalment after that.</p> <p>Three (3) months after completion of the PCA Programme or termination of this Agreement (whichever happens first), [Partner] will provide UNICEF with a final report that complies with the requirements of paragraph 36 above. This final report will cover the entire PCA Programme and include a final financial report on the use of all Cash Transfer Instalments transferred to [Partner], certified by the most senior employee of [Partner] who has authority for financial matters.</p> <p>Ref: UNICEF PCA, section 36 (a), (b), (c), (d), section 37 & 39, page 12) Hyperlink to web:</p>	<p>The NGO shall provide UNDP with reports on the progress, activities, achievements and results of the Project, as agreed between the Parties every six months.</p> <p>Within one month of the completion of the Project or of the termination of the present Agreement, the NGO shall submit a final report on the Project activities and include a final financial report on the use of UNDP funds, as well as an inventory of supplies and equipment.</p> <p>Ref: PPA template, article X, section 1, page 7 Hyperlink to web:</p>	<p>The IP will submit to UNFPA quarterly narrative progress reports against the planned activities contained in the WP, using the WP Progress Report. Unless otherwise agreed between the Parties in writing, these reports are due 15 calendar days after the end of every Quarter and will be provided together with the FACE form.</p> <p>The second and each subsequent written request for disbursement, using the FACE form, may not be made before expenditures have been reported to UNFPA, using the FACE form, and activity progress has been reported using the WP Progress Report. UNFPA will determine the amount to be transferred.</p> <p>Ref: IP Agreement, article X, section B 5, page 14 & article VIII, section 4 c, Page 7, 8.</p>
E2	Frequency of Financial Reporting	<p>Interim and final report</p> <p>The IP shall provide OCHA with Interim Financial Statement(s) using the template provided each time the IP requests the release of the subsequent instalment. The IP is entitled to request the following instalment as soon as 70% of the previous instalment is spent. Reporting requirements are summarized in Annex B.</p> <p>The IP shall provide OCHA with a Final Financial Report listing amounts received and expended under this Agreement utilising the financial reporting format within three (3) months of the completion of the Project or the expiration or termination of the present Agreement, whichever is first to occur. It will also include an inventory of equipment purchased</p>	<p>Interim and final report</p> <p>Project Financial Report (interim 5 and final)</p> <p>Detail of reporting period:</p> <p>- By 10 April of the budget year for reporting up to 31 March</p> <p>- By 15 July of the budget year for reporting up to 30 June</p> <p>- By 10 October of the budget year for reporting up to 30 September</p> <p>- By 10 December of the budget year for reporting up to 30 November</p> <p>- By 15 February of the calendar year for reporting up to 31 December (final)</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 5, clause 5.1, page 4</p>	<p>Periodic report and final report as per operation plan.</p> <p>Monthly report on food quantity consumption and quarterly report on activities.</p> <p>Ref: FLA Template, General Condition, article 4, section 4.1, 4.2, page 3 Hyperlink to web:</p>	<p>The Partner will report to UNICEF on the use of each Cash Transfer Instalment. These reports will be provided every three (3) months using the FACE form. UNICEF will have access upon request to the documents supporting the report on use of the Cash Transfer Instalment as set out in the FACE form.</p> <p>Within three (3) months of the end of each calendar year in which it receives or spends funds provided by UNICEF under this Agreement, [Partner] will provide UNICEF with an annual statement of expenditure, expressed in the local currency and certified by the most senior employee of [Partner] who has authority for financial matters, using the template.</p> <p>Three (3) months after completion of the PCA Programme or</p>	<p>Financial reporting will be quarterly. The NGO prepares a financial report and submits it to the UNDP Resident Representative no later than 30 days after the end of each quarter, in English.</p> <p>Within one month of the completion of the Project or of the termination of the present Agreement, the NGO shall submit a final report on the Project activities and include a final financial report on the use of UNDP funds, as well as an inventory of supplies and equipment.</p> <p>Ref: PPA template, article X, section 2, 2 a, 3, page 7 Hyperlink to web:</p>	<p>Unless otherwise agreed between the Parties in writing, the IP will submit financial reports no later than 15 calendar days after the end of every Quarter, using the FACE form.</p> <p>Ref: IP Agreement, article X, section A 2 a, page 11.</p>

Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
		<p>utilizing the Grant.</p> <p>In addition, every calendar year until the expiration of the current agreement and the submission of the final financial report to OCHA, the IP shall submit an Interim Financial Report reflecting expenditures as of 30 November of each calendar year. The Interim Financial report shall be submitted no later than 31 December of each calendar year. Reports submitted certifying expenditures within the 30 days prior to the natural deadline will satisfy the requirement of the Interim Financial Report.</p> <p>Ref: PPA template, article X, paragraph 1 to 4, page 6.</p>	<p>Hyperlink to web:</p>		<p>termination of this Agreement (whichever happens first), [Partner] will provide UNICEF with a final report that include a final financial report on the use of all Cash Transfer Instalments transferred to [Partner], certified by the most senior employee of [Partner] who has authority for financial matters.</p> <p>The partner submits a certified financial statement of expenditures on an annual basis.</p> <p>Ref: UNICEF PCA, section 25, 38, page 10 & 11</p> <p>Hyperlink to web:</p>		
E3	Monitoring and evaluation	<p>Referred to as 'review'. Requirements are not specified.</p> <p>Ref: PPA template, article XI, paragraph 2 & 3, page 6 & 7.</p>	<p>The Parties shall hold regular consultation and coordination meetings. UNHCR shall initiate formal joint monitoring and review meetings that shall be held at least at mid-year and at the end of the Project in order to agree on the resolution of findings and to build on lessons learned to better serve the Population of Concern.</p> <p>The Partner shall facilitate unhindered access and full and timely cooperation for visits, inspection, monitoring, verification, audit and evaluation of the Project. Such activities may take place during the Project period or up to six years following completion of the Project.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 8.1, article 10, clause 10.27, page 20</p> <p>Hyperlink to web:</p>	<p>Ideally, both WFP and the NGO Partner should together design as well as implement the M&E strategy. The WFP country office and NGO will meet on a quarterly basis to review output progress (planned versus actual), beneficiary contact monitoring findings and early evidence of outcome achievement. They will also meet once or twice annually to review output progress and agree formally on action to be taken if needed. While WFP and the NGO collaborate on monitoring and evaluation, they will have different roles.</p> <p>Evaluation of WFP projects can be carried out in five different ways, by:</p> <p>1.WFP country office: The country office manages the evaluation itself i.e. with WFP staff and is responsible for all stages of the evaluation.</p> <p>2.External consultant(s): The country office appoints external consultants to evaluate a programme(s) and is responsible for all stages of the evaluation.</p> <p>3.The implementing NGO: The NGO implementing WFP activities under a particular programme may be asked to evaluate the programme in which case it will receive separate funds for doing so and its responsibilities will be clearly laid out in the agreement (FLA).</p> <p>4.A 'third party' NGO: Evaluation of a project conducted by one NGO may also be evaluated by another NGO, working as a neutral party.</p> <p>5.WFP headquarters: OEDE (office of evaluation) will carry out periodic evaluation, all</p>	<p>Not every PCA needs to be evaluated. If an evaluation is required, it should be agreed upon and outlined in the Programme Document and related costs included in the budget.</p> <p>Ref: Guidelines UNICEF PCA & SSFA with CSO, section 10, page 20, last paragraph.</p> <p>Hyperlink to web:</p>	<p>Project evaluations are only required when they are mandated by partnership protocols, such as the Global Environment Facility (GEF). Country offices and programme units may use their discretion in selecting other projects to be evaluated to manage better for results.</p> <p>Ref: Result management Guide, article 2.4.3, page 70</p> <p>Hyperlink to web:</p>	<p>The evaluation of the activities performed under this Agreement shall be subject to the provisions of the UNFPA Evaluation Policy as from time to time approved or amended by UNFPA's Executive Board.</p> <p>Ref: General Terms and Conditions for IP Agreements, article 12, page 20.</p>

Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
				<p>stages of which they are responsible for, and the country office/regional bureau support them by making sure staff allocate the necessary time and provide information relevant to the exercise.</p> <p>The mechanism for evaluation should be made clear in the M&E plan. The relative roles of WFP and of the NGO will depend on the mechanism used.</p> <p>Ref: How to work with WFP, a handbook for NGOs, section 3, chapter 8 Hyperlink to web:</p>			
E4	Frequency of audit requirements, both internal and external	<p>External audit carried out by an audit firm and internal audit carried out by UN bodies. Frequency is not been mentioned.</p> <ul style="list-style-type: none"> OCHA reserves the right to commission an independent audit of activities implemented under this Agreement. In such case, OCHA shall inform the IP in writing. OCHA, through its Local Service Provider (LSP), will contract the auditors of a qualified audit firm, which shall produce an audit report, based on established terms of reference. Any fees, expenses or financial costs in connection with such audits will be funded directly by OCHA. Notwithstanding the above, OCHA, the United Nations Office for Internal Oversight, the United Nations Board of Auditors shall have the right to monitor, audit, investigate or review such Project-related books and records as it may require, and shall have full and unrestricted access to the all documentation, premises, implementation sites relating to the Project implemented under this agreement, including related to activities undertaken by sub-contractors or other operational Partners appointed by the IP, as necessary. Denial of full information and free access to Project premises and implementation sites is a breach of an essential term of this 	<p>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, the UNHCR Internal Audit Division of the United Nations Office of Internal Oversight Services (OIOS), the UNHCR Inspector General's Office, the United Nations Board of Auditors 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.</p> <p>Ref: The PPA, Bipartitie_PPA-final_Dec13, article 10, clause 10.27 to 10.30, page 20 Hyperlink to web:</p>	<p>The Cooperating Partner may be subject to an internal or external audit by auditors of WFP or by other authorised and qualified agents of WFP for any issue in connection with the Operation. Such audit shall be conducted in accordance with the auditing procedures of WFP as provided in the Financial Regulations, Rules and Directives.</p> <p>Ref: FLA Template, General Condition, article 6, section 6.1, 6.2, 6.3 page 4, 5 Hyperlink to web:</p>	<p>UNICEF's audit approach is based on the HACT framework.</p> <p>At UNICEF's request the Partner will have its books and records relating to the PCA Programme (and the Agreement) audited by an independent external auditing firm satisfactory to UNICEF. It is understood that the Parties will agree on responsibility for the cost of any such audit at the time UNICEF makes its request. The Partner will instruct the independent external auditing firm to deliver the report of that audit to UNICEF at the same time it is delivered to the Partner. UNICEF will have the right to make this request during the term of this Agreement and up to three (3) years after the termination of this Agreement.</p> <p>UNICEF may conduct other audits, both internal and external.</p> <p>Ref: UNICEF PCA, section 33, 34, page 11, 12 and section 40, page 13 Hyperlink to web:</p>	<p>The Project will be audited at least once during its lifetime but may be audited annually, as reflected in the annual audit plan prepared by the UNDP Country Office and cleared by the UNDP Office of Audit and Investigations. The audit shall be carried out by a qualified independent audit firm acceptable to UNDP, which will produce an audit report and a management letter in accordance with UNDP policies and procedures contained in the "Specimen Terms of Reference for Audits of NGO and NIM projects" issued by the UNDP Office of Audit and Investigations (see Annexes 7 and 8). The audit report shall be submitted to the UNDP Country Office not later than four (4) months after the end of the year (where annual audits are required), or after the operational completion of the project (where annual audits are not required).</p> <p>Notwithstanding the above, UNDP shall have the right, at its own expense, to audit or review such Project-related books and records as it may require and to have access to the books and record of the NGO, as necessary.</p> <p>Ref: PPA template, Article XI, section 1 & 2, page 7 Hyperlink to web:</p>	<p>At the request of and at such times as determined solely by UNFPA, the IP will have its activities under this Agreement audited. Audits will be performed subject to such standards, scope, frequency and timing as decided by UNFPA (and may cover financial transactions and internal controls related to the activities implemented by IP). Upon request by UNFPA, the IP shall furnish to UNFPA, prior to the start of the audit, a Letter of Representation to be signed by an Authorized Officer.</p> <p>Ref: General Terms and Conditions for IP Agreements, article 13.1, page 20.</p> <p>Currently, all IPs above a certain annual expenditure threshold will undergo an independent financial audit for each year that they meet the threshold. Some smaller IPs will also be randomly selected for audit and all IPs with a negative audit in the last year, will be re-audited. From 2016, the frequency and type of audit will depend on capacity/ risk rating of each IP. For high risk IPs, there will be an annual financial audit regardless of expenditure threshold and for low risk IPs there will be 1-2 internal control audits over the 5-year programme cycle, also regardless of expenditure.</p> <p>Ref: Interview with UNFPA</p>

Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
		<p>Agreement, which may result in immediate termination of the agreement or any other remedial action deemed by OCHA.</p> <p>Ref: PPA template, article XI, paragraph 1 & 2, page 6 & 7.</p>					
E5	Investigation requirements	<p>Violation of requirements in article IV, paragraphs 4 to 7 will prompt an investigation. IP conducts such investigations.</p> <p>The IP shall immediately communicate and ensure full transparency and close coordination with OCHA regarding the suspicion, the planning and conduct of any investigation or administrative action in regard to allegations of abuse, misconduct of staff and beneficiaries and in regard to fraud, misuse of funds somehow related to the present Agreement. The IP shall timely share with OCHA the full reports of investigations conducted.</p> <p>If the IP has been investigated and found responsible for misconduct in reference to the Article IV, paragraphs 4 to 7, OCHA shall immediately terminate the contract upon receipt of the investigation reports.</p> <p>Ref: PPA template, article XI paragraph 4, page 7, article XIII, paragraph 7, page 8.</p>	<p>A failure to observe the rules of conduct or the standards of behaviour as set out in the Appendix 2: Standards of Managing Misconduct prompts an investigation.</p> <p>The Partner shall investigate allegations of abuse, corruption, fraud and other possible misconduct against its personnel. As such, the Partner shall have minimum investigation standards and procedures in place, or a plan to develop and/or improve them, in order to be able to take effective preventive and investigative action.</p> <p>The Partner shall ensure close coordination with UNHCR regarding the planning and conduct of any investigation or administrative action in regard to allegations of such abuse and possible misconduct, and shall share with UNHCR the full investigation report, or a redacted summary thereof to safeguard confidentiality, if advised by legal counsel that sharing the full report could jeopardize the Partner's attorney-client privilege in the context of any governmental or third party (i.e. not the United Nations or any of its subordinate or related offices or agencies) investigation or administrative action.</p> <p>When deemed necessary and appropriate by both Parties, UNHCR may conduct an investigation in coordination with the Partner and share the findings with the Partner. Alternatively, the Partner may request UNHCR support to conduct an investigation.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 10.35 & 10.36, page 21, & Appendix 2: Standards of Managing Misconduct article 2, page 34, Hyperlink to web:</p>	<p>Violation of prohibited practice (fraudulent, corrupt, and collusive) prompts an investigation.</p> <p>The Cooperating Partner shall immediately disclose to WFP any actual, apparent, potential or attempted Prohibited Practice that the Cooperating Partner becomes aware of. To that end, the Cooperating Partner shall fully cooperate, and shall take all reasonable steps to ensure that its officers, employees, contractors, subcontractors and agents fully cooperate, with any investigation of prohibited practices by WFP, including by complying with all reasonable requests from WFP to gain access to and inspect any records, documents and other relevant information.</p> <p>In the event that WFP were to determine through an investigation or otherwise that a prohibited practice occurred, WFP shall have, in addition to its right to immediately terminate the Agreement, the rights to: (i) apply and enforce the relevant sanctions in accordance with WFP internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and (ii) recover all losses, financial or otherwise, suffered by WFP in connection with such Prohibited Practices.</p> <p>Ref: FLA Template, General Condition, article 13, section 13.4, to 13.5 b page 7 & 8 Hyperlink to web:</p>	<p>UNICEF combines audit and investigation requirements. Details not available in the documents.</p> <p>During the term of this Agreement and for five (5) years after the completion of the PCA Programme or the termination of this Agreement (whichever happens later), [Partner] will allow UNICEF staff or any personnel acting on UNICEF's behalf (including the internal and external auditors of UNICEF and any persons acting on their behalf, together with any investigators or other persons undertaking an investigation on UNICEF's behalf), full and unrestricted access to [Partner]'s books and records relating to this Agreement and to the implementation of the PCA Programme. UNICEF staff or any personnel acting on UNICEF's behalf may conduct on-site reviews of those books and records upon mutual agreement on date and time. In accordance with paragraph 7 above, [Partner] will provide full co-operation to UNICEF and others as requested by UNICEF in connection with any audits or investigations relating to the PCA Programme or this Agreement.</p> <p>To the extent consistent with its regulations, rules, procedures, and practices, UNICEF will cooperate with any internal or external audit or investigation of [Partner] in connection with this Agreement or the implementation of the PCA Programme.</p> <p>Ref: UNICEF PCA, article VI, sections 33 and 34 page 11 Hyperlink to web:</p>	Not mentioned in source documents.	<p>The IP agrees that UNFPA may conduct investigations, at such times as determined solely by UNFPA, relating to any aspect of this Agreement or the award thereof, the obligations performed under the Agreement, and the operations of the IP relating to performance of this Agreement. The right of UNFPA to conduct investigations shall not lapse upon expiration or prior termination of this Agreement.</p> <p>The IP agrees to bring allegations of corrupt, fraudulent, collusive, coercive or obstructive practices arising in relation to this Agreement, of which IP has been informed or has otherwise become aware, promptly to the attention of the Director, Office of Audit and Investigation Services, UNFPA.</p> <p>Ref: General Terms and Conditions for IP Agreements, article 13.3, page 21.</p>

E6	Project suspension and early termination	<p>OCHA may find it necessary to suspend or terminate the Project, or to modify the arrangements for execution of the Project, should circumstances arise which jeopardize successful completion or the accomplishment of the Project Objectives, including breach of contract terms and evidence of fraud, diversion and misappropriation of funds. The provisions of the present Article shall apply to any such situation.</p> <p>Ref: PPA template, article XIII, paragraph 1, page 7.</p>	<p>'Force Majeure and Other Changes in Condition' 'Amicable Settlement and Arbitration' and 'Termination'</p> <p>If during the period covered by this Agreement, the Partner is prevented from carrying out its obligations under this Agreement, this fact shall be reported to UNHCR, whereupon the Parties shall agree what arrangements, if any, shall be made to further implement, curtail or terminate this Agreement</p> <p>Either Party may terminate this Agreement without cause at any time by giving ninety (90) days advance written notice to the other Party (Art. 11.42)</p> <p>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 days written notice of such Termination.</p> <p>Ref: The PPA, Bipartitie_PPA-final_Dec13, article 11, clause 11.34 to 11.49, page 26, 27, 28) Hyperlink to web:</p>	<p>'Force Majeure', 'Governing Law and Settlement of Dispute' and 'Termination and Amendments '</p> <p>Any unforeseen event beyond the control of the Parties that makes the performance of obligations under this Agreement impossible in whole or in part, and that reasonably justifies the suspension or termination of this Agreement, in whole or in part.</p> <p>The Agreement may be terminated by either Party upon thirty (30) calendar days prior written notice to the other Party. Notwithstanding the foregoing, WFP may terminate or suspend this Agreement at any time should its mandate or the resources available for the Operation be terminated or curtailed for any reason.</p> <p>Failure by either Party to fulfil the obligations stipulated in this Agreement may be cause for immediate termination, provided, however, that the defaulting Party is given an opportunity to remedy the default within ten (10) calendar days of the non-defaulting Party written request.</p> <p>(Ref: FLA Template, General Condition, article 10, page 6, article 14, page 8, article 17, 17.1, 17.2 page 10) Hyperlink to web:</p>	<p>Either Party may terminate this Agreement by giving thirty (30) calendar days' notice to the other Party in each of the following situations:</p> <ol style="list-style-type: none"> 1. If it concludes that the other Party has breached its obligations under this Agreement and has not remedied that breach after being given fourteen (14) calendar days' written notice; and 2. If it concludes that the other Party cannot meet its obligations under this Agreement. <p>Ref: UNICEF PCA, section 46 to 54, page 14, 15 Hyperlink to web:</p>	<p>The Parties hereto recognize that the successful completion and accomplishment of the purposes of a technical cooperation activity are of paramount importance, and that UNDP may find it necessary to terminate the Project, or to modify the arrangements for the management of a Project, should circumstances arise that jeopardize successful completion or the accomplishment of the purposes of the Project. The provisions of the present Article shall apply to any such situation.</p> <p>The NGO may terminate the present Agreement in cases where a condition has arisen that impedes the NGO from successfully fulfilling its responsibilities under the present Agreement, by providing UNDP with written notice of its intention to terminate the present Agreement at least 30 days prior to the effective date of termination if the Project has a duration of up to six months, and at least 60 days prior to the effective date of termination if the Project has a duration of six months or more.</p> <p>Ref: PPA template, article XIV, paragraph 1 to 9, page 8 & 9, article XV, paragraph 1 & 2, article XVI, page 10 Hyperlink to web:</p>	<p>If the IP is rendered permanently unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under this Agreement, UNFPA shall have the right to suspend or terminate this Agreement on the same terms and conditions as are provided for in Article 11-Termination, except that the period of notice shall be seven (7) days instead of thirty (30) days.</p> <p>Either Party may terminate this Agreement by giving thirty (30) calendar days' written notice to the other Party in each of the following situations:</p> <ol style="list-style-type: none"> a. if it concludes that the other Party has breached its obligations under this Agreement or any WP and has not remedied that breach after having been given not less than fourteen (14) calendar days' written notice to do so with effect from a date specified in such notice; and b. if it concludes that the other Party cannot meet its obligations under this Agreement. <p>UNFPA may also suspend or terminate this Agreement forthwith in each of the following situations:</p> <ul style="list-style-type: none"> • If implementation of any Work Plan has not commenced within a reasonable time; • If it decides that the IP or any of its employees or personnel has engaged in any corrupt, fraudulent, collusive, coercive or obstructive practice in connection with this Agreement; • Should UNFPA's funding decrease, be curtailed or terminated; or • Should the IP be adjudged bankrupt, or be liquidated or become insolvent, in which case the IP shall immediately inform UNFPA of the occurrence of any of the above events. <p>Ref: General Terms and Conditions for IP Agreements, article 10 & 11, page 19, 20.</p>
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Content		OCHA	UNHCR	WFP	UNICEF	UNDP	UNFPA
F	VISIBILITY						
F1	Branding	<p>There are no visibility requirements with regards to supplies, equipment, vehicles or infrastructure-related action. There is no need to display panels or commemorative plaques on buildings, wells, food parcels or other funded items and infrastructure. OCHA does not require or encourage the production of branded promotional items.</p> <p>Prior approval must be obtained for the use of OCHA for any purpose, including but not limited to, on press releases, banners, leaflets, brochures, reports and websites.</p> <p>Ref: Governance, Policy and Guidance CHF Afghanistan - Visibility and Communication Guidance, Other Communications. Hyperlink to web:</p>	<p>Neither party is responsible for the contents of communication material prepared by the other Party. In addition, the Partner must include the following disclaimer in its publications pertaining to the Project: "This publication has been produced with the assistance of the Office of the United Nations High Commissioner for Refugees (UNHCR). The contents of this publication are the sole responsibility of the Partner and can in no way be taken to reflect the views of UNHCR."</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 11, clause 11.27, page 25 Hyperlink to web:</p> <p>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 Project⁶.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 11, clause 11.26 to 11.30, page 25, 26 Hyperlink to web:</p>	<p>The logos of both WFP and the NGO should be clearly visible at mutually agreed delivery points, distribution sites and areas where project activities are being undertaken as well as on vehicles transporting WFP food such as trucks.</p> <p>The NGO should contact the WFP Public Affairs Officer in their area of work for further details on the use of the WFP logo.</p> <p>Ref: How to work with WFP, a handbook for NGOs, section 1, chapter 4, page 40 Hyperlink to web:</p>	<p>Each of the parties is allowed to use the other's name, logo, and emblem in connection with the implementation of the PCA Programme (including reporting on the PCA Programme). Otherwise, neither Party will use the other's name, logo, or emblem unless it receives prior written permission, and neither Party will make reference to this collaboration in its fund-raising materials without the other party's express prior written permission. The UNICEF name, logo, and emblem may only be reproduced in the ways set out in the UNICEF Brand Manual.</p> <p>Ref: UNICEF PCA, section 45, page 13 Hyperlink to web:</p>	<p>All equipment provided by UNDP must be clearly and visibly marked "UNDP" until disposed of.</p> <p>Ref: UNDP Result Management, article 3.3, page 78 Hyperlink to web:</p>	<p>The IP shall exercise the highest standard of care when using and administering such supplies and equipment, and the IP shall place UNFPA markings thereon in consultation with UNFPA.</p> <p>Ref: IP Agreement, article VIII, section B 14, page 10.</p> <p>Each of the Parties (UNFPA & IP) is permitted to use the other's name, logo, and emblem, as applicable, solely in connection with this Agreement and the implementation of the WPs, unless permission is withdrawn in any particular case by any of the Parties and notified in writing to the other Party.</p> <p>Ref: General Terms and Conditions for IP Agreements, article 9, page 19.</p>
F2	Messaging, Social Media, Case Studies	<p>Prior approval must be obtained for the use of OCHA or CHF logos for any purpose, including but not limited to, on press releases, banners, leaflets, brochures, reports and websites.</p> <p>Ref: Governance, Policy and Guidance CHF Afghanistan - Visibility and Communication Guidance, Other Communications. Hyperlink to web:</p>	<p>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.</p> <p>Ref: The PPA, Bipartite_PPA-final_Dec13, article 11, clause 11.26 to 11.30, page 25, 26 Hyperlink to web:</p>	<p>Restrictions unless both party agrees.</p> <p>Ref: FLA Template, General Condition, Communication, Confidentiality, article 8, page 5 Hyperlink to web:</p>	<p>Not mentioned in source documents.</p>	<p>Not mentioned in source documents.</p>	<p>In any publication of the reports and manuals prepared in the course of this Agreement, be it in hard, electronic or any other media, IP agrees to credit UNFPA as the funder of the activity(ies).</p> <p>Ref: Alternative General Terms and Conditions for IP Agreements, article 8.3 (received by email from UNFPA)</p>



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