

GENERAL CONDITIONS OF CONTRACT

FOR

GRANT AGREEMENTS WITH POC-LED ORGANIZATIONS

UNDER THE PROGRAMME OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

[English version 1.0 – April 2021]

These General Conditions form part of the Grant Agreement between UNHCR and the PoC-Partner. Information and data for items specific to the Grant Agreement are contained in the Information Schedule that forms part of the Specific Conditions (Section 6). The Information Schedule references the relevant clause of the Specific Conditions or of these General Conditions which calls for such information and data.

Article 1 – Agreement Term; Termination

1.1 Agreement Term. The item 'Agreement Term' in the Information Schedule sets out the implementation start date and completion date. The Agreement remains in effect until the completion date, unless terminated earlier in accordance with this Agreement.

1.2 Termination. Either Party may terminate this Agreement by giving 30 days prior written notice to the other Party. In the event of any termination under this Agreement, the PoC-Partner agrees to return any unspent financial resources received from UNHCR.

Article 2 – Payment of Grant

2.1 Grant. Upon signature of the Agreement, UNHCR shall, subject to the availability of funds, make a payment to the PoC-Partner in the amount and currency specified in the Information Schedule (the "Grant"). UNHCR shall not be obliged to make any further payments under this Agreement.

2.2 Payment. UNHCR shall transfer the Grant to the (bank) account specified in the Information Schedule.

Article 3 – Use of Grant; Reporting on Activities

3.1 Use of Grant. The PoC-Partner shall utilize the Grant in accordance with Annex A and Annex B to the Agreement. The Grant shall not be used for purchasing goods or services for personal use. Any deviation from the activities set out in Annex A needs to be approved in writing by UNHCR through an exchange of emails or letters.

3.2 Reporting on Activities. At the end of the Agreement Term, the PoC-Partner shall report to UNHCR on the activities performed under the Agreement. To this end, the PoC-Partner shall duly complete and timely submit a performance report, as specified in the Information Schedule. The performance report shall be in the standard format provided by UNHCR.

Article 4 – Integrity, ethical and professional conduct

4.1 Code of Conduct. The PoC-Partner and its members commit to the Code of Conduct (Annex C) and shall refrain from any activity which may be deemed inappropriate in this regard. The PoC-Partner shall ensure that anyone involved in the performance of activities under the Agreement complies with highest ethical and professional standards.

4.2 Training. The Parties shall ensure that the PoC-Partner's members have undertaken appropriate training with regard to the prevention of sexual exploitation and abuse (SEA) and fraud as well as the protection of human rights of persons of concern.

4.3 PSEA focal point. The PoC-Partner shall appoint one of its members as designated focal point for the prevention of SEA (“PSEA focal point”). The Parties shall ensure that the PSEA focal point is adequately trained with respect to the proper handling of SEA allegations, and awareness-raising and capacity-building activities.

4.4 Zero tolerance for Misconduct. The PoC-Partner and its members shall refrain from all forms of misconduct, including but not limited to fraud, corruption, embezzlement, SEA, sexual harassment and unauthorized disclosure or use of Confidential Information (“Misconduct”). The PoC-Partner shall take all reasonable measures to prevent and address Misconduct, including by protecting persons of concern from exploitation, abuse or rights violations by the PoC-Partner’s members.

4.5 Duty to report Misconduct. The PoC-Partner shall promptly and confidentially inform the UNHCR Inspector General’s Office (UNHCR IGO) of any allegation of Misconduct that is brought to its attention and that potentially implicates a member of the PoC-Partner. (The UNHCR IGO may be contacted at: inspector@unhcr.org and through the UNHCR website: www.unhcr.org/php/complaints.php). When deemed necessary and appropriate by UNHCR, UNHCR may conduct an investigation. The PoC-Partner shall adhere to any requirements communicated to the PoC-Partner by the UNHCR IGO.

4.6 No conflict of interest etc. The PoC-Partner shall inform its members to refrain from any conduct that could potentially be perceived as having an element of conflict of interest or adversely reflecting on UNHCR or the United Nations. The PoC-Partner shall respect the impartiality and independence of the United Nations and shall refrain from any activity that is incompatible with the aim and objectives of the United Nations or the mandate of UNHCR. No member of the PoC-Partner or UNHCR shall obtain any direct or indirect benefit from (the award of) this Agreement. Should a conflict of interest arise, the PoC-Partner shall bring this immediately to the attention of UNHCR.

4.7 UN-Sanctions Lists. The PoC-Partner agrees to ensure that financial resources or any other support received under this Agreement are not transferred, directly or indirectly, to individuals or entities appearing on lists maintained by the United Nations Security Council Sanctions Committee (<https://www.un.org/securitycouncil/content/un-sc-consolidated-list>).

4.8 Observance of the law. When performing activities under this Agreement, the PoC-Partner and its members shall comply with all laws, ordinances, rules and regulations applicable to them.

4.9 Special Termination Right. UNHCR may terminate this Agreement with immediate effect by giving written notice to the PoC-Partner in each of the following circumstances:

- (a) Violation of laws, use of child labor, sexual exploitation and abuse, fraud, corruption, and other ethical misconduct by the PoC-Partner or its members;
- (b) The PoC-Partner or one of its members appears on a list maintained by the United Nations Security Council Sanctions Committee; or
- (c) A violation of the PoC-Partner’s obligations under this Article 4.

Article 5 – Responsibilities and Liabilities

5.1 Responsibility of the PoC-Partner. The PoC-Partner shall be fully responsible for its activities, and any acts and omissions by its members. The PoC-Partner shall be fully responsible for the effective use of the Grant once it has been transferred from UNHCR to the PoC-Partner.

5.2 No Liability of UNHCR. UNHCR shall bear no responsibility nor shall be held liable for:

- (a) Any costs, direct or indirect, or for any levies, duties or taxes that may arise from, or in connection with, the transfer of the Grant to the PoC-Partner in accordance with the applicable national legal framework; and
- (b) Any activities performed by the PoC-Partner in connection with this Agreement, including compensation in relation to third party claims arising from activities performed by the PoC-Partner, or any acts or omissions by its members.

Article 6 – Confidentiality

6.1 Confidential Information. Information, whether oral, written or electronic, that is of a confidential or proprietary nature and which is designated as such by either Party, shall be considered “Confidential Information.” Each Party shall use reasonable care and security measures to avoid disclosure of the other Party’s Confidential Information. Confidential Information shall be used only for the purposes for which it was shared. The PoC-Partner shall ensure that its members respect the confidentiality of all Confidential Information shared in the context of the Agreement, including information relating to any individual or group.

6.2 Disclosure. The PoC-Partner shall not disclose Confidential Information without the prior written authorization by UNHCR. The PoC-Partner may disclose information to the extent required by law, provided that, and without any waiver of the privileges and immunities of the United Nations, the PoC-Partner will give UNHCR sufficient prior notice of a request for the disclosure of information in order to allow UNHCR to have a reasonable opportunity to take protective measures or such other action as may be appropriate. UNHCR may disclose information to the extent required pursuant to the Charter of the United Nations, or pursuant to resolutions or regulations of the General Assembly or rules promulgated thereunder.

6.3 Effectiveness and Survival. The obligations of confidentiality set out in this Article 6 shall survive the termination of the Agreement.

Article 7 – Personal Data

UNHCR will process all personal data supplied by the PoC-Partner or its members in accordance with its internal data protection framework.

Article 8 – Monitoring

The PoC-Partner shall cooperate with UNHCR monitoring and auditing the PoC-Partner’s activities and the use of the Grant by the PoC-Partner.

Article 9 – Notices

9.1 Notices. Except as otherwise agreed between the Parties, all notices and other communications between the Parties in relation to this Agreement shall be in writing (including electronic form) and shall be delivered to the individuals designated as ‘Contact person’ in the Information Schedule.

9.2 Representatives. The Parties represent that the individuals identified as ‘Contact person’ in the Information Schedule are duly authorized representatives of the respective Party.

Article 10 – Use of UNHCR’s name, emblem or seal

UNHCR and the PoC-Partner will agree to provide visibility to their partnership, and acknowledge the funding and contributions towards the activities performed under the Agreement. Otherwise, the PoC-Partner shall not use the name, acronym, emblem or official seal of the United Nations or of UNHCR without the written permission of UNHCR.

Article 11 – General Provisions

11.1 Independent Parties. The Parties acknowledge and agree that this Agreement does not create an agency, employment or similar relationship under law.

11.2 Entire Agreement. The Agreement supersedes all prior agreements, understandings, representations, letters and negotiations between the Parties related to the subject matter of the Agreement.

11.3 Amendment. The Agreement can only be modified upon mutual agreement between the Parties in writing.