

**ACUERDOS BILATERALES/BILATERAL AGREEMENT/ACORDOS
BILATERAIS/ACCORDS BILATERAUX**

Clasificación:	
Classification:	78-2019
Classifacation:	
Classificação:	
Fecha de Ingreso:	
Entry Date:	October 10, 2019
Date D'entrée:	
Data de Admissão:	
Nombre del Acuerdo:	
Name of the Agreement:	Project Partnership Agreement, under The Programme of the United Nation High Commissioner for Refugees.
Nom de L'accord:	
Nome do Acordo:	
Materia:	
Subject:	To cooperate in addressing protection and humanitarian concerns in line with principles set by the Comprehensive Response Framework, the Global Compact of Refugees and the national plans of each participating state.
Materia:	
Partes:	
Parties Involved:	GS/The United Nations High Commissioner for Refugees
Parties:	
Partes:	
Referencia:	
Reference:	The United Nations High Commissioner for Refugees
Référence:	
Referência:	
Fecha de Firma:	
Signature Date:	Septembre 5, 2019
Date de la Signature:	
Data de Assinatura:	
Fecha de Inicio:	
Start Date:	
Date du Commencement:	

Data de Início:

Fecha de Terminación:

End Date:

Date de Résiliation :

Data de Rescisão:

Lugar de Firma:

Washington, DC, USA

Place of Signature:

Lieu de la Signature:

Lugar de Assinatura:

Unidad Encargada:

Unit in Charge:

Unité Responsable:

Unidade Encarregada:

Persona Encargada:

Person in Charge:

Personne Responsable:

Pessoa Encarregada:

Cierre del Proceso:

Closure of Proceedings:

Clôture des Procédures:

Fechamento do Processo:

Notas Adicionales/Additional Notes/Notes Supplémentaires/Notas Adicionais:



PROJECT PARTNERSHIP AGREEMENT

UNDER THE PROGRAMME OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES BETWEEN

THE OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES
(Hereafter: "UNHCR")

AND

GENERAL SECRETARIAT OF THE ORGANIZATION OF AMERICAN STATES
(Hereafter: "Partner")

(Both hereafter referred to as "Parties")

PREAMBLE

- i. GIVEN that UNHCR is a United Nations organization established by the United Nations General Assembly Resolution 319 (IV) of 3 December 1949, whose objectives are established in the Statute of the Office of the United Nations High Commissioner for Refugees adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950;
- ii. GIVEN that the Partner is a governmental, non-governmental community-based organization, or other not-for-profit entity subject to the laws of the country of its establishment and/or operation and established in accordance with those laws as an autonomous and independent entity from UNHCR whose purpose and activities are defined in its constitutive documents;
- iii. GIVEN that the Parties have agreed to establish a collaborative partnership and endeavor to raise resources to address the needs of refugees and other persons of concern (hereafter: "Population of Concern");

Article 1 - Definitions; Interpretation

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

Article 2 - Nature and Extent of Co-operation

- 2.1 This Agreement establishes a Project to which UNHCR contributes resources, and for which the Partner accepts the contribution and will carry out the Project under its own responsibility. UNHCR's contribution to this Agreement shall not exceed USD or USD equivalent 100,000 (per one Agreement with a Partner in a given operation during one Budget Year). The Partner has agreed to cooperate with UNHCR in the implementation of this Project in line with UNHCR's Global Strategic Priorities and UNHCR's Operations Plan.
- 2.2 The Parties recognize the unique nature of their partnership and commit to fulfill their respective obligations for undertaking the Project with competence to achieve the desired results for the Population of Concern in accordance with the terms of this Agreement, its Appendix and Annexes.
- 2.3 The Parties shall hold regular consultation and coordination meetings for the attainment of the Project objectives and to best serve the Population of Concern.
- 2.4 The Parties commit to carry out all their activities with the highest ethical and professional standards, both within their respective organizations and externally (contracted sub-partners, suppliers and other

affiliates), in conformity with their humanitarian nature. The Parties shall have zero tolerance for corrupt and fraudulent practices, abusive behaviour towards the Population of Concern, and any form of misconduct including conflict of interest and shall establish measures for detecting, preventing, reporting and sanctioning corrupt and fraudulent acts. The Parties also commit to take disciplinary and corrective actions when misconduct is found to have occurred.

SECTION 1: PROJECT SPECIFIC PROVISIONS

Article 3 - Summary of the Project

3.1 Title of the Project	General Secretariat of the OAS-UNHCR Joint MIRPS – Refugee Unit
3.2 Effective Start Date	01-09-2019
3.3 Planned Completion Date	31-12-2019
3.4 Liquidation Date	31-01-2020
3.5 Project Identification	<p>Agreement Symbol: PAN01 / 2019 / 0000000253 / 000</p> <p>Project Basic Data:</p> <p>Budget Year: 2019</p> <p>Partner code: 1274162 General Secretariat of the Organization of American States</p> <p>Cost Centre (s): 43084 Panama Regional Office, Panama</p> <p>Pillar (Long description): Pillar 1 - Refugee Programme</p> <p>Situation: 1401 North of Central America</p> <p>Operation: PAN RO ABC</p> <p>Population Planning Group(s): 5PANA All populations of concern in Panama and Nicaragua</p> <p>Goal(s): PD Protection pending solutions</p>
3.6 Nature of Project Activities/Purpose	The Head of the Joint Unit will be responsible for the follow-up mechanism being put in place through the institutionalization of the refugee and forced displacement agenda into the OAS General Secretariat's Department of Social Inclusion, in order to support the operationalization of the CRRF in the region, and to ensure its continuity and sustainability
3.7 Objective	MIRPS Participating States, Contributing States and Cooperating Actors cooperate in addressing protection and humanitarian concerns in line with principles set by the CRRF, the Global Compact of Refugees and the national plans of each Participating State
3.8 Impact Indicators	The extent the follow-up mechanism within the OAS is fully effective and operational.
3.9 Expected Outcome/Results	Summary of Deliverables

	<p>MIRPS Support.</p> <p>MIRPS Partnerships.</p> <p>Support to other regional CRRF-based mechanisms.</p> <p>Transitioning of the SG/OAS-UNHCR Joint Unit and Institutionalization of the Refugee and Forced Displacement Themes.</p> <p>Communication products.</p> <p>A detailed Log Frame of Expected Outcomes/Results (<i>Annex A, optional, as required by operation</i>)</p>
3.10 Performance Indicators	<p># of Meetings organized</p> <p># of bilateral briefings conducted</p> <p># of bilateral discussions with member states</p> <p># of internal meetings</p> <p># of information products (monthly reports, quarterly reports, MIRPS Newsletters) shared with partners</p>

Article 4 - Resource Contributions and Financial Arrangements

- 4.1 The total UNHCR contribution for the Project is set out in the table below and detailed in the Project Budget (Annex B).
- 4.2 The currency of the Project Budget shall be the same currency as the Project expenditures and the transfer of funds between the Parties.

Contributing Party	Total Cash		In-Kind (est. equivalent in US Dollars)
	Currency	Amount (not exceeding)	
UNHCR contribution as stipulated in Project Budget (Annex B)	USD	48,509.52	
Partner contribution			
Other parties' contribution			

- 4.3 UNHCR shall transfer the First Instalment into the bank account as specified by the Partner in Art. 4.7 within ten (10) working days of signature of this Agreement by the two Parties. The subsequent instalment(s) shall be paid subject to progress of implementation and availability of funds.
- 4.4 The indicative instalment(s) schedule is as follows:

Indicative Instalment Schedule				
Start Period	End Period	Budgeted Currency	Amount	Instalment
01-09-2019	31-12-2019	USD	48,509.52	1st instalment per 4.4 clause

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

- 4.6 Partner's bank account held in the country of operation, to which UNHCR shall deposit funds in USD:
- Bank name, address and clearing number: BANK OF AMERICA,
 - Name of account holder: GENERAL SECRETARIAT OF THE OAS
 - Account title and number and address: 002080125354
- 4.7 The Partner may maintain UNHCR's transferred contribution in a pooled account, but such funds must always remain separately identifiable and traceable
- 4.8 The UNHCR contribution for Project Headquarters Support Costs (PHSC) to International Partners, as applicable, is defined in the Appendix 1 (Definitions) and in the Project Budget.
- 4.9 The Partner is permitted to make budgetary transfers within the budget at the output level that shall not exceed 20% provided there is no change to Partner Personnel Costs (unless otherwise authorized by UNHCR in writing and in advance). The budgetary level changes must not change the overall Project Budget amount. Discretionary budget line transfers cannot be made across different pillars.
- 4.10 Where applicable, the Partner shall carry out all procurement under this Agreement in accordance with UNHCR Policy "Procurement by Partners with UNHCR Funds".
- 4.11 UNHCR shall transfer the funds in the currency as stipulated in the Project Budget (Annex B). The Partner shall spend and report in the same currency as agreed in the Project Budget. The Partner Expatriate Personnel Costs shall be budgeted, transferred and reported only in USD. The PHSC might be budgeted in local currency or USD, as requested by Partner. Expenditure in currency other than the currency of the budget should only take place in limited amounts in necessary circumstances or otherwise be authorized by UNHCR. In such cases, the Partner shall apply the rate of exchange in effect at the time of the transaction. UNHCR shall not bear any costs (gain/loss) due to effects of foreign exchange rates.

Article 5 - Project Reporting

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

Reporting Period Ending in the Budget Year specified in Art. 4.4	Report Type	Due Date*
31 December	<ul style="list-style-type: none"> - Project Performance Report - Project Financial Report - Goods and Property Report - Partner Personnel Report 	By 15 February of the calendar year following Budget Year

* International Partners would be allowed up to 10 more days for the consolidation and submission of the reports.

- 5.2 Other reports (specify titles and due dates):

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

SECTION 2: GENERAL PROVISIONS

Article 7 - Obligations of the Parties

Use of Resources

- 7.1 UNHCR shall not be liable for any pre-financed commitment or expenditures made by the Partner in excess of remittances made or expenditures and commitments that exceed the Project Budget.
- 7.2 The Partner shall utilize resources made available by UNHCR solely towards the Eligible Costs of implementing the Project in accordance with this Agreement. UNHCR shall be entitled to a refund by the Partner of any not Eligible Costs identified by audit to have been charged to the Project Budget other than in accordance with the terms of this Agreement. In the event that the Partner fails to make the repayment, UNHCR reserves the right to offset such amount against any other amount payable to the Partner.
- 7.3 Upon completion or termination of this Agreement, the Partner shall transfer to UNHCR all unspent balances and revenues at the same time that it submits the Final Project Financial Report or in any event no later than 14 days after UNHCR acceptance of the Final Project Financial Report.
- 7.4 Where UNHCR has overpaid or where the Partner is found to have committed irregularities, fraud or misappropriation of UNHCR funds, or where the Partner's reports do not, in the sole opinion of UNHCR, confirm that the expenses reported by the Partner constitute Eligible Costs incurred and used in accordance with this Agreement, UNHCR shall request the return by the Partner of such funds as were overpaid, misused or insufficiently accounted for, and UNHCR may take all reasonable measures which it considers necessary to recover the amount in question. The Partner shall repay UNHCR within 30 days of the date of notice requesting such repayment.
- 7.5 The Parties shall seek to ensure that resources received under this Agreement, whether in cash or in-kind, are not used, directly or indirectly, to provide support to terrorist entities or individuals. In accordance with this policy, the Partner agrees to employ all reasonable efforts to ensure that such resources are neither (a) knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity appearing on the lists maintained by the United Nations Security Council Sanctions Committee established pursuant to Security Council Resolution 1267 (1999) and pursuant to other resolutions of the Security Council targeting terrorism (resolutions are available at http://www.un.org/sc/committees/1267/ag_sanctions_list.shtml and links to lists maintained at http://www.un.org/sc/committees/list_compend.shtml); nor (b) used in any other manner that is prohibited by a resolution of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations. If it emerges, at any time, that a person or entity receiving funds from this Agreement either (a) appears on a list maintained by the Security Council Sanctions Committee or (b) is found to be using funds received from UNHCR to provide support to individuals or entities on such lists, then the Partner will immediately inform UNHCR.
- 7.6 The Partner commits to adhere to the UNHCR procurement principles as set out in "Procurement by Partners with UNHCR Funds" and confirms that it has the capacity to undertake procurement.
- 7.7 The Partner shall be responsible for proper custody, maintenance and for any damage, loss, theft and third party liability in respect of any Goods and Property. Unless otherwise agreed in writing on a case-by-case basis, the Partner shall obtain appropriate insurance for the protection of Goods and Property against damage, loss, theft and third party liability. The Partner must notify UNHCR immediately of loss or damage to Goods and Property. The Partner may be liable for compensation to UNHCR. Any cost of repair or replacement using UNHCR funds beyond what is described in the Project Budget, requires written authorization from UNHCR prior to incurring the expense. Goods and Property shall be transferred by the Partner to UNHCR:
 - a. Upon completion of the Project; or
 - b. At the request of UNHCR; or
 - c. Upon termination of this Agreement, unless otherwise agreed upon in writing by the Parties.
- 7.8 The Partner shall make available the necessary and qualified human resources to implement the Project in accordance with this Agreement. The Partner shall be fully responsible for all services

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

- 7.9 The Partner shall maintain a separate Agreement File containing this Agreement and all other essential records and documentation related to this Agreement for at least six years following the completion of the Project.
- 7.10 The Parties shall cooperate to monitor the progress of Project implementation and the results of the Project. With proper coordination, the Partner shall facilitate unhindered access and full and timely cooperation for visits, inspection, monitoring, verification, audit and evaluation of the Project and related subjects by UNHCR staff or any other person duly authorized by UNHCR. Such activities may take place during the Project period or up to six years following completion of the Project. The cost of such activities shall be paid directly by UNHCR to the service provider unless otherwise expressly agreed in advance by the Parties in advance.
- 7.11 Unless agreed in advance by both Parties in writing, the Partner cannot delegate, in part or in full, any aspect of implementation of the Project to a third party. The terms of any third party assignment or delegation if authorized by UNHCR shall be subject to, and shall be construed in, a manner that is fully in accordance with this Agreement.

Other Provisions

- 7.12 The Partner shall make clear in all communications that it is a separate legal entity from UNHCR and any part of the United Nations. Whenever the Partner enters into a contract with a third party related to this Project, the contract shall state that the Partner is an independent organization with its own governance structure, separate from and not authorized to represent UNHCR.
- 7.13 Where security permits, the Parties agree to provide visibility and fully identify and acknowledge the funding and contribution towards the Project by each Party in reports, statements, advertisements and other materials relating to the Project. The Partner may not use the UNHCR's name, acronym and visibility logo in connection with the Project without prior consent of UNHCR.
- 7.14 The Parties to this Agreement guarantee that no member of the Partner, the Partner Personnel, UNHCR or the United Nations has been or shall be offered any direct or indirect benefit arising from this Agreement or the award thereof.
- 7.15 The Partner shall maximize the use of any tax exemptions available under its charitable status. In situations where goods and services bought by the Partner may be subject to customs duty or taxation, the Partner shall indicate to the competent authorities that the Project goods and services are bought with UNHCR funds. The Partner shall consult with UNHCR on whether and how these payments may be exempted under the applicable international and national legal instruments.
- 7.16 The Partner shall, at its own expense, comply with all applicable laws and regulations of its country of establishment and/or operation, and assume all liabilities and obligations imposed by any law or regulation with respect to its performance under this Agreement.
- 7.17 Unless otherwise agreed on a case-by-case basis where the Partner provides a meaningful financial contribution to the Project or UNHCR grants special exceptions, UNHCR shall be entitled to all intellectual property and other proprietary rights with regard to products or documents and other materials which bear a direct relation to or are produced, prepared or collected as a result of or in the course of the execution of this Agreement with the exception of any intellectual property or other proprietary rights of the Partner that pre-existed the performance by the Partner of its obligation under this Agreement, or that the Partner may develop or acquire, or may have developed or acquired, independently of the performance of its obligations under this Agreement.
- 7.18 The Parties shall respect the confidentiality of all Information pertaining to the Project, including

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

- 7.19 The Partner warrants and undertakes on a continuing basis that when collecting Personal Data, it will inform individuals of the specific purpose for processing the data, the fact that the Partner acts in partnership with and on behalf of UNHCR, and that UNHCR will have access to such personal data or that such data will be transferred to UNHCR.
- 7.20 The Partner warrants and represents that it shall establish and maintain appropriate technical and organizational measures against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access to Personal Data in compliance with best industry standards.
- 7.21 The Partner shall promptly notify UNHCR of any actual or suspected or threatened incident of accidental or unlawful destruction or accidental loss, alteration, unauthorized or accidental disclosure or access to Personal Data, or any complaint by an individual in respect of his/her personal data. The Parties shall consult with a view to addressing, reacting to, and resolving the situation.
- 7.22 After termination of this Agreement, the Partner shall return all Personal Data collected for the performance of this Agreement to UNHCR, unless the Partner has explicit consent from the individual concerned and continues to act for the specific and legitimate purpose for which the Personal Data was originally collected.
- 7.23 The obligations and restrictions in paragraphs 7.18 to 7.22 shall be effective during the term of this Agreement, including any extension thereof, and shall remain effective following any termination of this Agreement, unless otherwise agreed between the Parties in writing.
- 7.24 UNHCR shall not accept any liability for claims arising out of the activities performed by the Partner under this Agreement, or any claims for death, bodily injury, disability, and damage to property or other hazards that may be suffered by Partner Personnel solely as a result of their work pertaining to the Project. The Partner shall be responsible for administering all claims brought against it by Partner Personnel. The Partner shall also be fully responsible for adequate medical and life insurance for Partner Personnel, as well as insurance coverage for service-incurred illness, disability or death.
- 7.25 UNHCR shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising solely out of the implementation by the Partner of the Project, the use of Goods and Property and which may be made against any of the Parties to this Agreement. The Partner shall be responsible for administering all claims brought against UNHCR and its officials and persons performing services for UNHCR, arising solely as a result of the acts or omissions of the Partner or Partner Personnel.
- 7.26 In the event of any occurrence constituting force majeure, the Partner shall give notice and full particulars in writing to UNHCR as soon as possible, if the Partner is thereby rendered unable, wholly or in part, to perform its obligations under this Agreement. The Parties shall consult on the appropriate action to be taken, which may include termination of this Agreement, with either Party giving to the other at least seven (7) days written notice of such termination. The Parties acknowledge and agree that the existence of harsh conditions within areas from which the UN are disengaging from humanitarian operations or which are subject to civil unrest is not, in and of itself, force majeure.
- 7.27 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, invalidity or termination thereof. In the event that the Parties are unable to amicably settle a dispute to which UNHCR is a Party within sixty (60) days of one party submitting the dispute to the other, then the Parties shall resolve the dispute in an arbitration in accordance with the UNCITRAL Rules of Arbitration then obtaining. The arbitration decisions shall be

based on general principles of international commercial law. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute. The place of arbitration shall be Geneva. The proceedings shall be conducted in English.

- 7.28 Termination is the cessation of this Agreement prior to the end of the Project Implementation Period. Either Party may terminate this Agreement without cause at any time by giving thirty (30) days advance written notice to the other Party. In the event of termination, the Parties shall strive to ensure that there is no adverse impact on the Population of Concern. The Parties shall develop and implement an action plan for proper winding down of the Agreement, and shall make every effort to mitigate financial exposure against the Project Budget. The Partner shall cease all activities and shall refrain from undertaking any further or additional expenditures and commitments that are not included in the winding down plan.
- 7.29 In the event of termination, no payment shall be due from UNHCR to the Partner except for work and services satisfactorily performed in conformity with this Agreement prior to the date of termination. UNHCR shall not be liable for any expenditure or commitment in excess of remittances actually made, unless these were expressly authorized in writing by UNHCR. Upon UNHCR settlement of the authorized payment, UNHCR shall be relieved from any further obligations under this Agreement or liability for compensation.
- 7.30 Nothing in this Agreement (including Information disclosure) and its Appendix and Annexes shall be deemed a waiver, expressed or implied, of any privileges or immunities enjoyed by UNHCR.

Article 8 - Contact Data

8.1 Partner

Full name and address of Partner: General Secretariat of the Organization of American States

Phone and Fax Number:

Full name, title and address of the authorized person designated by the Partner to sign this Agreement: ALMAGRO, Luis 1889 F Street, N.W., Washington, D.C. 20006, USA

E-mail:

Phone and Fax Number:

Full name, title and address of the authorized person designated by the Partner for the management of this Agreement at Field level (if different than above):

Siegel, Adam Administrative Officer 1889 F Street, N.W., Washington, D.C. 20006, USA

Email:

asiegel@oas.org

Phone and Fax Number:

8.2 UNHCR

Full name, title and address of the authorized person designated by UNHCR for the management of this Agreement: Bassu, Giovanni Regional Representative Gonzalo Crance Street, Bldg. 171, Clayton, Panama

Email:

bassu@unhcr.org

Phone and Fax Number:

Article 9 - Appendices and Annexes

- 9.1 Signature of this Agreement by the Parties constitutes formal approval of the annexes and appendices listed below, the respective cover pages of which have been initialed by the Parties upon signature:

Appendix 1 - Definitions

Annex A: Results Matrix/Project Description (*optional, as required by operation*)
Annex B: Budget (*essential at the time of signature*)
Annex C: Work Plan/Instalment Plan (*optional, as required by operation*)
Annex D: Project Reporting Formats

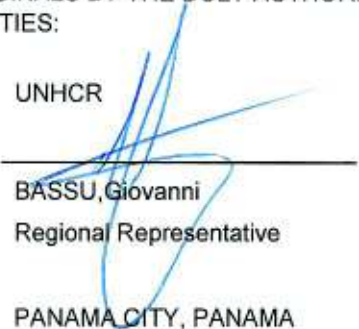

Article 10 - Amendments

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

Article 11 - Language

- 11.1 This Agreement is signed in the English language only.

SIGNED IN 2 ORIGINALS BY THE DULY AUTHORIZED SIGNATORIES ON BEHALF OF THE FOLLOWING PARTIES:

Signature:		
Name:	BASSU, Giovanni	ALMAGRO, Luis
Title:	Regional Representative	Secretary-General
Date:		09/05/2019
Place:	PANAMA CITY, PANAMA	WASHINGTON D.C., USA

APPENDIX 1: DEFINITIONS

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

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

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

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

Agreement Symbol means the unique identifier of the Project specified by UNHCR in Art. 3.5.

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

First Instalment means the amount specified in Art. 4.5 That is based upon the cash requirement of the first period's planned activities plus an additional month's planned activities as a lead-time to ensure Project cash flow.

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

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

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

- a. "Property, Plant and Equipment" which are defined as tangible items with an original purchase price of USD 10,000 (or equivalent in other currency) or more per unit and with a useful life of at least one year;
- b. "Serially-Tracked Items" which are defined as tangible items with an acquisition value of less than USD 10,000 (or equivalent in other currency) that are used for day-to-day official business and which do not fall within the definition of either Property, Plant and Equipment or Inventories;
- c. "Inventories" which are defined as all items that are intended to be distributed to populations of concern, regardless of their value;
- d. "Intangible Asset" which is defined as an identifiable non-monetary asset without physical substance.

Information means any and all information, whether in oral or written (including electronic) form, created by or in any way originating with UNHCR, and all information that is the output of the performance of activities pursuant to this Agreement.

Instalment means the cash requirement of the Project that has been transferred to the Partner in accordance with the Project Budget (Annex B), the Project Work Plan/Instalment Plan (Annex C) and the actual performance of the Project.

Parties mean the Partner and UNHCR whose authorized officials have signed this Project Partnership Agreement.

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

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

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

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

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

Project Headquarters Support Costs (PHSC) means support provided to an international Partner that implements the Project in countries other than where its headquarters are located in order to assist with headquarters costs related to overseeing and supporting the Project. The applicable rate is **seven per cent** of the direct cost of the approved Project Budget, excluding the allocation in the Project Budget for the following items:

- Cash/voucher assistance for persons of concern;
- Microfinance/Micro-credit/revolving fund assistance for persons of concern;
- Bulk Procurement (international and/or local) of Goods and/or Services where the value of procurement is above USD 100,000 for a single budget line (at account level);
- Any delivery item of large volume and bulk, which would result in a similar impact on the budget as the preceding items.

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

Project Liquidation Period means the period specified in Art 3.4 during which financial commitments entered into during the Project Implementation Period may continue to be settled by the Partner pursuant to this Agreement. No new expenditure, financial commitment or implementation of activities is undertaken during this period.

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

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

BUDGET REPORT - ITEMISED DETAIL

Report ID: HEPMN03
 Operation: EAN RO ABC (Master Version)
 Budget Year: 2019 Pillar: Pillar 1 - Refugee Programme
 Cost Centre: 43084 Implementer: 1274162

Page No: 1
 Run Date: 20/08/2019
 Run Time: 15:37:43

Objective/Output Account	Item Description	Currency	Amount
Implementer: 1274162 General Secretariat of the OAS			
Situation: 1401 - North of Central America			
PPG: SPANA - APC in Panama and Nicaragua			
Goal: PD - Protection pending solutions			
710 - Coordination and Partnerships			
710AI - Partnerships establish/managed			
622250 Partner Personnel Cost - Int'l	1.00 at USD 14000.00; OAS Consultant (Support)	USD	14,000.00
	1.00 at USD 28000.00; OAS Consultant (Specialist)	USD	28,000.00
	1.00 at USD 3336.00; OAS Financial Reporting Specialist	USD	3,336.00
Total for Account: 622250		USD	45,336.00
Total for Output: 710AI		USD	45,336.00
Total for Objective: 710		USD	45,336.00
811 - Operations Management			
811AH - Gen proj mgmt serv provided			
611000 Intl Partner-HQ Support Cost	1.00 at USD 3173.52; OAS PHSC - Administrative Costs 7%	USD	3,173.52
Total for Account: 611000		USD	3,173.52
Total for Output: 811AH		USD	3,173.52
Total for Objective: 811		USD	3,173.52
Total for Goal: PD		USD	48,509.52
Total for PPG: SPANA		USD	48,509.52
Total for Situation: 1401		USD	48,509.52
Total for Implementer: 1274162		USD	48,509.52
Grand Total for Budget Centre: 43084		USD	48,509.52

