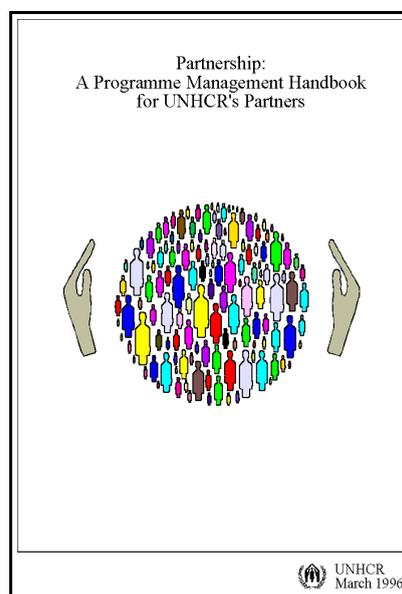


# Partnership A Programme Management Handbook for UNHCR's Partners



## Table of Contents

### FOREWORD

### CHAPTER 1- UNHCR: THE MANDATE AND THE ORGANIZATION

- 1.1 UNHCR's Mandate
  - 1. Historical Background
  - 2. UNHCR's Evolving Responsibilities
- 1.2 Protection, Assistance and Durable Solutions
  - 1. International Protection
  - 2. Refugee Status
  - 3. Protection and Assistance
  - 4. Durable Solutions
  - 5. Preventing Refugee Crises
- 1.3 Who Are the Refugees, Returnees and Internally Displaced?
  - 1. The Challenge
  - 2. Refugee Women
  - 3. Refugee Children
  - 4. Refugees with Special Needs
  - 5. Urban Refugees
  - 6. Returnees
- 1.4 Organization and Role of UNHCR
  - 1. UNHCR and the UN System
  - 2. UN High Commissioner for Refugees
  - 3. UNHCR Executive Committee (EXCOM)
  - 4. Headquarters Organization

- 5. Field Operations
- 1.5 UNHCR's Operational Role and Operational Partners
  - 1. Operational Role
  - 2. Implementation Options
  - 3. Coordination
- 1.6 UNHCR's Implementing Partners
  - 1. UNHCR Delegation of Implementation Responsibilities
  - 2. Choice of an Implementing Partner
  - 3. Building Partnership

## CHAPTER 2 - UNHCR PROGRAMME MANAGEMENT

- 2.1 UNHCR Programme Management System
  - 1. Evolution of the System
  - 2. UNHCR's Programme Management Model
  - 3. Assistance Projects
  - 4. Types of Assistance
  - 5. Financial and Management Information System (FMIS)
- 2.2 UNHCR Programme Funding
  - 1. Background
  - 2. General Programmes
  - 3. Special Programmes
- 2.3 Programme Management Cycle
  - 1. Overview
  - 2. Issue of Instructions (June)
  - 3. Country Operations Plan (September)
  - 4. Resource Preview Meeting and Consultations (October/November)
  - 5. Regional Operations Review (November)
  - 6. Programme/Project Approval (December)
  - 7. Issue of Implementing Instruments (December)
  - 8. Reporting

## CHAPTER 3 - PLANNING

- 3.1 UNHCR Programming and Planning
  - 1. Introduction
  - 2. Who Are the Refugees?
  - 3. Refugee Participation
  - 4. Environmental Concerns
  - 5. Refugee Aid and Development
  - 6. Sector-Activity Guidelines
  - 7. Steps in Planning
- 3.2 Needs and Resources Assessment
  - 1. Bridging the Gap
  - 2. Who Should Participate?
  - 3. Assessment Methodology
- 3.3 Setting Objectives
  - 1. Introduction

2. Hierarchy of UNHCR Objectives
  3. Formulating Effective Objectives
  4. Activities, Timeframes and Indicators
- 3.4 Workplanning and Budgeting
1. Workplanning
  2. Single vs Multi-Year Planning
  3. UNHCR Budget Structure
  4. Project Budgets
  5. Policy on Support Costs and Administrative Overheads
- 3.5 Project and Sub-Project Documentation
1. UNHCR Projects
  2. Sub-Project Documentation
  3. (Sub-) Project Review Checklist

## CHAPTER 4 - PROJECT MANAGEMENT AND IMPLEMENTATION

- 4.1 UNHCR Implementing Authorities and Instruments
1. Introduction
  2. Internal Delegation of Implementing Authority
  3. Implementing Agreements
  4. Implementing Agreements: Terms and Conditions
- 4.2 Procurement
1. Principles and Responsibilities
  2. Purchasing Plans
  3. Specifications
  4. Procurement by UNHCR
  5. Procurement by Implementing Partners
- 4.3 Asset Management/Non-Expendable Property
1. What Is Non-Expendable Property?
  2. Management of Assets/NEP
  3. UNHCR Assets/NEP Policy Implementation

## CHAPTER 5 - MONITORING, REPORTING AND EVALUATION

- 5.1 Project Monitoring and Coordination
1. Why Does UNHCR Monitor Implementation?
  2. UNHCR Monitoring Activities
  3. Lead Agency Coordination
- 5.2 Sub-Project Monitoring Reports (SPMRs)
1. Reporting Requirements
  2. Financial Monitoring Report (SPMR-Part 1)
  3. Performance Monitoring Report (SPMR-Part 2)
  4. Final SPMR - Parts 1 and 2
- 5.3 Sub-Project Accounting and Payment of Instalments
1. Introduction
  2. Instalment Plans and Payments
  3. Financial Accounting: Implementing Partners
  4. Final Adjustments

- 5.4 Sub-Project Revisions and Supplementary Agreements
  - 1. When Circumstances Change...
  - 2. Budget Adjustments
  - 3. Other Types of Revisions
- 5.5 Sub-Project Closure
  - 1. The Final Stage
  - 2. Final Sub-Project Monitoring Report (SPMR - Parts 1 and 2)
  - 3. Assets/Non-Expendable Property
  - 4. Final Financial Adjustments
- 5.6 Audit
  - 1. Audit Requirements
  - 2. UNHCR Internal and External Audit Activities
  - 3. Implementing Partner's Audit Certificate
- 5.7 Evaluation
  - 1. What Is Evaluation?
  - 2. UNHCR Evaluation Activities
  - 3. Related Activities

## CHAPTER 6 - REFUGEE EMERGENCIES

- 6.1 Emergency Management
  - 1. The Emergency Continuum
  - 2. Early Warning and Contingency Planning
- 6.2 UNHCR EMERGENCY PREPAREDNESS
  - 1. UNHCR's Enhanced Capabilities
  - 2. Emergency Funding
  - 3. Emergency Staffing
  - 4. Emergency Supplies and Logistical Support
  - 5. Emergency Management Tools and Training
- 6.3 EMERGENCY RESPONSE
  - 1. When a Refugee Emergency Occurs
  - 2. Needs Assessment
  - 3. Operations Planning
  - 4. Implementing Partner Selection
  - 5. Allocation of Responsibilities
  - 6. Organization and Coordination
  - 7. Doing It Right from the Start

APPENDIX A Sector-Activity Guidelines and Budget Coding

APPENDIX B1 Governing Clauses for UNHCR Agreements

APPENDIX B2 Standard Format and Clauses for Project (Sub-) Agreements

APPENDIX C Model Format and Clauses for Supplementary Agreements

APPENDIX D1 Model Format for the Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets

APPENDIX D2 Model Format and Clauses for Agreements Governing the Transfer of Ownership of UNHCR Assets

GLOSSARY

REFERENCES

INDEX

## **Foreword**

More than ever before, the prevention and resolution of mass population displacements and the problems associated therewith depend upon effective coordination amongst the various organizations concerned. As the situations in which refugees, returnees and other displaced persons find themselves have become more complex in recent years, organizations traditionally involved in refugee work have had to expand their role beyond strictly humanitarian efforts to include human rights, prevention and early warning, reconciliation, peacekeeping and peacemaking. As a consequence, the relationships between UNHCR and its many implementing partners have been evolving, with increasing efforts being focused on protection, improved coordination and cooperation, and the timely and cost-effective delivery of assistance.

The PARinAC (Partnership in Action) initiative, which included a year-long series of consultations culminating in the Oslo Conference in June 1994, examined, inter alia, operational relationships and criteria for building better, more constructive partnerships in the future, and established a commitment to forge new mechanisms to improve joint humanitarian action.

As UNHCR continues to work towards such improvements, this Handbook is designed to explain to UNHCR's implementing partners, particularly new partners, the basic roles, responsibilities and details of UNHCR's programme management system. A first draft of the Handbook was circulated to numerous implementing partners in May 1994, and many of their comments have been incorporated into the current version. As further comments are received, or as policy adjustments are agreed upon, updated versions will be issued. Any additional comments or suggestions for improvement are, of course, most welcome.

The contents of this Handbook thus outline the requirements, procedures and documentation necessary to ensure an effective working relationship with UNHCR so as to permit protection and assistance to be delivered in the right way, at the right place and at the right time. The text provides information and guidance to help implementing partners understand how we can work together to meet the needs of refugees more effectively and efficiently. It should be noted that throughout this Handbook, the term "refugees" is used - however, it is understood that the policies and procedures described herein apply equally to refugees, returnees, internally displaced and other persons of concern, whether they are in refugee camps, returnee communities or elsewhere. Indeed, the dynamics of today's mass population displacements require an approach which is both comprehensive and integrated: comprehensive in the sense of dealing with the sequence of events and actions from prevention to emergency response to solutions, and integrated in the sense of bringing together the entire spectrum of issues and actors. It is hoped that this Handbook will assist in further strengthening constructive partnerships so that these objectives may more easily be achieved.

UNHCR, March 1996

© 1996, United Nations High Commissioner for Refugees, Geneva

This document is published by the Office of the United Nations High Commissioner for Refugees (UNHCR) for general distribution. All rights are reserved. Reproduction is authorized, except for commercial purposes, provided UNHCR is acknowledged.

## **Chapter 1 - UNHCR: THE MANDATE AND THE ORGANIZATION**

### ***Chapter Overview***

This chapter provides information about UNHCR's mandate from the United Nations, to protect and assist refugees and to find durable solutions to their plight through voluntary repatriation, local settlement or resettlement. The term "refugee" is defined, with a brief description of the various sub-groups assisted by UNHCR and its operational partners. There is an overview of the organization of UNHCR, and an explanation of the associated terminology. The chapter concludes with a description of UNHCR's operational role, programme implementation options and the criteria for selecting implementing partners.

## **Section 1.1 - UNHCR'S MANDATE**

**UNHCR's Statute** (UN General Assembly resolution 428(V) of 14 December 1950):

"The United Nations High Commissioner for Refugees, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the present Statute and of seeking permanent solutions for the problem of refugees by assisting governments and, subject to the approval of the governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities."

### **1. HISTORICAL BACKGROUND**

1.1 UNHCR is the Office of the United Nations High Commissioner for Refugees. The Office was created in December 1950 by Resolution 428(V) of the United Nations General Assembly, and began its operations on 1 January 1951. UNHCR is a humanitarian and strictly non-political organization devoted to protecting and assisting refugees.

1.2 Refugees are people who have been forced to sever links with their home country. They cannot rely on their own governments for legal protection; it is this which distinguishes refugees from other migrants, however desperate, and other people in need of humanitarian assistance. Because refugees do not have access to the legal and social protection that a properly functioning government is supposed to extend to its citizens, the international community has had to make special arrangements to respond to their particular plight.

1.3 The conviction that the international community—rather than individual governments or charitable organizations—has a duty to provide refugees with protection and find solutions to their problems dates from the time of the League of Nations, established in 1920. Fridtjof Nansen, a renowned Arctic explorer from Norway, believed that the League of Nations provided an unprecedented opportunity to establish peace and promote reconstruction in post-war Europe. In 1921, to provide a focal point for coordination of relief efforts, the League of Nations appointed Nansen as the first High Commissioner for Refugees—a role he performed tirelessly until his death in 1930.

1.4 One of the fundamental problems facing refugees and displaced people was their lack of internationally recognized identity papers. The new High Commissioner introduced the "Nansen passport", the forerunner of today's Convention Travel Document for refugees. It enabled thousands to return home or settle in other countries, and represented the first in a long and still evolving series of international legal measures designed to protect refugees.

1.5 Over the following years, the League of Nations set up a succession of organizations and agreements to deal with new refugee situations as they emerged. The League defined refugees in terms of specific groups who were judged to be in danger if they were returned to their home countries. Starting with the problem of identity papers and travel documents, measures to protect refugees became more comprehensive as time went on, covering a wide range of matters of vital importance to their daily lives, such as the regularization of their personal status, access to employment and protection against expulsion.

1.6 When the United Nations replaced the League of Nations in 1945, it recognized from the outset

that the task of caring for refugees was a matter of international concern and that, in keeping with its Charter, the community of States should assume collective responsibility for those fleeing persecution. In 1946, at its first session, the General Assembly adopted a resolution that laid the foundations for United Nations activities in favour of refugees. The resolution stressed that no refugee or displaced person who had expressed valid objections to returning to his country of origin should be compelled to do so.

1.7 The United Nations also established the International Refugee Organization (IRO), whose mandate was to protect those refugee groups that had been recognized by the League of Nations, and one new category - the 21 million or so refugees scattered throughout Europe following World War II. Initially, the IRO's main objective was repatriation. But the political build-up to the Cold War tilted the balance instead towards resettlement of those who had valid objections to returning home. The IRO was replaced by the Office of the High Commissioner for Refugees (UNHCR) in 1951.

## **2. UNHCR'S EVOLVING RESPONSIBILITIES**

2.1 UNHCR's founding Statute entrusts UNHCR with two main and closely related functions - to protect refugees and to promote durable solutions to their problems.

2.2 When UNHCR was first established, material aspects of refugee relief were seen to be the responsibility of the government which had granted asylum. Activities mainly concerned the resettlement of refugees in the aftermath of World War II, whose needs were largely met by the countries directly involved and by non- governmental organizations. However, as many of the world's more recent major refugee flows have occurred in less developed countries, UNHCR has acquired the additional role of coordinating material assistance for refugees, returnees and, in specific instances, displaced persons. Although not mentioned in the organization's Statute, this has become one of UNHCR's principal functions, alongside protection and the promotion of durable solutions.

2.3 In 1952, the General Assembly recognized the need for UNHCR to extend some form of material assistance to refugees, and authorized the High Commissioner to seek funds for emergency aid. In 1954, the High Commissioner was authorized to establish the United Nations Refugee Fund (UNREF). Its purpose was to achieve durable solutions (through voluntary repatriation, local integration and resettlement) and to continue emergency assistance to the most needy cases. In 1957, the General Assembly authorized the High Commissioner to put into effect an annual assistance programme, to be submitted for approval to the Executive Committee (EXCOM). The High Commissioner was also authorized to establish an emergency fund. This was the beginning of what later became UNHCR's General Programmes (see Section 2.2, UNHCR Programme Funding).

2.4 Toward the end of the 1950s and throughout the 1960s, the focus of UNHCR's activities turned from Europe towards developing countries. This shift was prompted by the refugee crisis resulting from the process of decolonization, primarily in Africa. During this period, the General Assembly authorized the High Commissioner to lend his/her good offices in seeking appropriate solutions to the problems of specific groups. These mainly comprised persons in situations similar to those of refugees but who, for various reasons, were not considered to be within the High Commissioner's mandate. The needs of these groups were, in general, temporary, and voluntary repatriation was frequently a feasible solution.

2.5 This trend changed in the late 1960s and early 1970s. As the process of decolonization abated, new types of conflicts emerged, many of them regional, giving rise to large-scale movements of refugees. This was also the period when UNHCR was called on to provide assistance under "Special Programmes", in accordance with resolutions adopted by the General Assembly and the Economic and Social Council (ECOSOC) - see Section 2.2, UNHCR Programme Funding.

2.6 The refugee problems of the 1980s and early 1990s bear little resemblance to those of the years which followed the adoption of UNHCR's Statute. Difficulties are often compounded by development problems, and solutions to the underlying conflicts can be elusive, leading to stagnating refugee situations. Moreover, in recent years, the General Assembly and the United Nations Secretary-General have called upon UNHCR with increasing frequency to protect or assist particular groups of internally displaced persons who have not crossed an international border but are in a refugee-like situation inside

their country of origin. For example, in 1991, the Secretary-General asked UNHCR to assume the role of lead United Nations agency for humanitarian assistance to the victims of the conflict in the former Yugoslavia. By 1995, UNHCR was providing massive humanitarian relief to approximately 2.8 million internally displaced persons, refugees and other vulnerable groups in Bosnia and Herzegovina.

2.7 These conditions have led the High Commissioner to undertake preventive initiatives in countries which currently produce refugees or may do so in the future. A range of preventive activities are carried out both before and during refugee crises. In the latter case, they frequently take place in the broader context of United Nations peace-keeping or peace-making efforts.

2.8 UNHCR's assistance programmes have inevitably grown substantially, both in magnitude and complexity, and differ radically from those introduced in the early days of its existence. In situations such as those described above, where political solutions to conflicts are hard to find, extended care and maintenance is often the only alternative. The resources required for this type of assistance are considerable.

2.9 In terms of financial resources, UNHCR is almost entirely dependent on voluntary contributions for both the General and Special Programmes. Only part of UNHCR's programme support and administrative expenditures is met from assessed contributions, i.e. from the United Nations Regular Budget (which, in 1995, amounted to less than two per cent of UNHCR's overall resource requirements).

2.10 The underlying goal of UNHCR's assistance remains the facilitation of protection and durable solutions. As the programmes have become larger and more complex, a more comprehensive programme management system is required today than was necessary in UNHCR's early years. This Handbook reflects the changes which have influenced UNHCR's programmes in recent years. The rapid pace of change in the world today, however, will require UNHCR's programme management system to continue to adapt and evolve to meet the challenges that await us.

## **Section 1.2 - PROTECTION, ASSISTANCE AND DURABLE SOLUTIONS**

### **1. INTERNATIONAL PROTECTION**

1.1 The protection of refugees is UNHCR's *raison d'être*. Protection lies at the heart of the Office's efforts to find durable solutions to the plight of refugees, and provides the context in which UNHCR carries out its relief activities.

### **2. REFUGEE STATUS**

2.1 The 1951 Convention relating to the Status of Refugees was drawn up in parallel with the creation of UNHCR. It is a legally binding treaty and a milestone in international refugee law. While the scope of the 1951 Convention (see below) was confined to people who became refugees prior to January 1, 1951, UNHCR, through its Statute, was given a general competence to deal with refugee problems wherever they might arise, irrespective of date or location, as long as those concerned had a well-founded fear of persecution.

2.2 Subsequent decades demonstrated that refugee movements were by no means a phenomenon confined to World War II and its aftermath. As new refugee groups emerged, it became increasingly necessary to adapt the Convention to make it applicable to new refugee situations. The 1967 Protocol was introduced to make the Convention truly universal.

2.3 By October 1995, 130 States were party to the Convention and/or its Protocol. An additional 8 States had signed one or the other.

**1951 Convention relating to the Status of Refugees**

- Contains a general definition of the term "refugee" that no longer ties it to specific national groups.
- Establishes the principle of *non-refoulement*.
- Sets standards for the treatment of refugees, including their legal status, employment and welfare.
- Scope limited to people who became refugees as a result of events that took place before January 1, 1951, with signatory States given the option to limit its geographical application to Europe.

#### **1967 Protocol**

- Abolished the 1951 deadline, making the Convention universal.

### **Regional Initiatives**

2.4 While UNHCR's statutory definition of a refugee, with its emphasis on individual persecution, still forms the core of UNHCR's mandate, additional criteria have been progressively introduced to accommodate the evolving nature of refugee flows in recent decades.

2.5 Regional initiatives have extended the definition of a refugee as follows:

- To take into account the special characteristics of the situation in Africa, the Organization of African Unity (OAU) formulated the 1969 Convention Governing the Specific Aspects of Refugee Problems in Africa, which expands the definition of a refugee to include persons who were compelled to leave their country not only as a result of persecution but also "owing to external aggression, occupation, foreign domination or events seriously disturbing public order in either part or the whole of his country of origin or nationality."
- In 1984, the Central American nations, with Mexico and Panama, adopted the Cartagena Declaration on Refugees, adding the criterion "massive violation of human rights." Although not formally binding, the Cartagena Declaration has become the basis of refugee policy in the region, and has been incorporated in the national legislation of a number of States.

2.6 The extended refugee definitions of the OAU Convention and the Cartagena Declaration have brought international protection to a large number of people who may not be covered by the 1951 Convention and the 1967 Protocol, but are forced to move for a complex range of reasons including persecution, widespread human rights abuses, armed conflict and generalized violence.

2.7 Broadening of the refugee definition in response to regional considerations has provided much needed flexibility to international action on behalf of people forced to flee their countries. However, it has also introduced a new complexity because a person recognized as a refugee in one region may not necessarily be considered one elsewhere. Under these circumstances, UNHCR usually bases its interventions on a general assessment of conditions in the refugee-producing country, rather than on an examination of each person's individual claim to refugee status.

#### **Definition of a Refugee**

According to the Convention Relating to the Status of Refugees, the term "refugee" applies to any person who:

"owing to well-founded fear of being persecuted for reasons of race, religion,

nationality, membership of a particular social group or political opinion, is outside the country of his nationality and is unable or, owing to such fear, is unwilling to avail himself of the protection of that country; or who, not having a nationality and being outside the country of his former habitual residence as a result of such events, is unable or, owing to such fear, is unwilling to return to it."

### "Persons of Concern"

2.8 On an ad hoc basis, the UN General Assembly and Secretary-General have frequently asked UNHCR to take care of groups of people—usually referred to as "persons of concern" - who are not covered by the 1951 Convention or even by the extended refugee definitions. For example, some groups of internally displaced people, such as the Kurds in northern Iraq and civilians in parts of Bosnia and Herzegovina, need international protection.

## 3. PROTECTION AND ASSISTANCE

3.1 To promote and safeguard the rights of refugees, UNHCR tries particularly to:

- a. Encourage accessions by States to the basic international instruments relating to refugees, and ensure their implementation;
- b. Ensure that refugees are treated in accordance with recognized international standards, receive an appropriate legal status, and enjoy economic and social rights that are comparable to those of the nationals of their country of asylum;
- c. Protect refugees and persons applying for refugee status from forcible return (refoulement) to a country where they have reason to fear persecution, and ensure that their applications for asylum are examined within the appropriate framework;
- d. Help ensure the personal security of refugees and asylum-seekers; and
- e. Promote the reunification of separated family members.

3.2 These measures are fundamental to protect the rights of asylum-seekers and persons recognized as refugees. They may, however, be futile if the person's basic material needs are neglected. The reverse is also true: there is little purpose in having funds to feed refugees if they are not protected from refoulement. Particularly where governments are concerned about the well-being of local populations where resources are threatened by the presence of a large number of asylum-seekers, the supply of material assistance may be a means of preventing refoulement.

3.3 Other examples of the links between protection and assistance are:

- a. The site chosen for a local settlement must take into account the security of those who will be accommodated there - proximity to a border may be a source of danger;
- b. The construction of dwellings and camp buildings must ensure privacy and security for women, who may otherwise become victims of sexual attack;
- c. Assistance towards repatriation must have as a first principle the voluntary nature of the return;
- d. Resettlement assistance can ensure the physical safety of asylum-seekers or refugees, and can also help individuals to be reunited with other members of their families; and
- e. Assistance to individuals or refugee families, particularly in urban areas, may include legal assistance or counselling.

#### 4. DURABLE SOLUTIONS

4.1 The task of promoting durable solutions to refugee problems is embodied in UNHCR's Statute (see Section 1.1, UNHCR's Mandate). The Statute defines durable solutions under two distinct headings - *voluntary repatriation*, and *assimilation* into new national communities which may involve *local settlement* in the country of first asylum or *resettlement* in a third country, as shown below:

DURABLE SOLUTIONS
1. <i>Voluntary repatriation</i>
2. <i>Local settlement</i>
3. <i>Resettlement</i>

4.2 In seeking durable solutions to refugees' problems, UNHCR attempts to help those who wish to go home. Where repatriation is not feasible, it helps to integrate refugees in countries of asylum or, failing that, to resettle them in other countries.

4.3 Durable solutions are vital for refugees, to release them from a sense of dependency and help restore their self-respect. Durable solutions prevent the development of a dependency syndrome, and provide opportunities for refugees to make a new start following the trauma that has accompanied the act of seeking refuge outside their homeland. Durable solutions also reduce the burden on the international community, and relieve the burden on local communities when refugees who join them become economically independent and socially integrated.

4.4 UNHCR assigns a two-letter code to identify each type of durable solution:

- RP voluntary repatriation
- LS local settlement
- RE resettlement

##### **Voluntary Repatriation (RP)**

4.5 Voluntary repatriation has long been considered the preferred solution to refugee problems. It allows refugees to resume normal life in their home country, and restores cultural and ethnic bonds within that country. Three vital conditions must be fulfilled to implement voluntary repatriation:

- a. The return must be voluntary. No refugee should be returned to his/her country of origin or habitual residence against his or her will;
- b. There must be clear and unequivocal agreement between the country of asylum and the country of origin, both on the modalities of the movement and the conditions of reception. Wherever possible, tripartite commissions should be formed involving the countries of origin and asylum, and UNHCR; and
- c. As far as possible, returnees should be allowed to return to their place of former residence.

4.6 Where voluntary repatriation is organized or facilitated by UNHCR, the Office attempts, wherever possible, to ensure that a legal framework is set up to protect the returnees' rights and interests. Steps taken include negotiating amnesties and guarantees of non-recrimination against returnees.

4.7 Assistance measures in the country of asylum include preparations for departure and help in

organizing the journey home by the most appropriate means of transport. Transit centres in the country of asylum are sometimes required. In some cases, reception facilities have to be organized within the country of origin.

4.8 Assistance may be provided in the initial phase of reintegration into their country of origin, to meet basic needs and help the rehabilitation of the returnees. Such assistance is provided by UNHCR under its Special Programmes, and in certain instances forms part of an overall United Nations programme of rehabilitation and reconstruction. Its purpose is to assist the returnees to integrate, as rapidly as possible, into the economic and social life of their country of origin, which will once again assume responsibility for their protection. UNHCR may maintain a monitoring role for a limited, transitional period. UNHCR's contribution towards rebuilding the economic and social structure is also aimed at encouraging the establishment of a longer-term programme of development aid under the auspices of appropriate development agencies.

4.9 A spontaneous cross-border return of a voluntary nature may also take place, involving, at times, large numbers of refugees. While the movements themselves may occur without international assistance, UNHCR assistance may be required at a later stage to facilitate the process of reintegration.

### **Local Settlement (LS)**

4.10 In cases where voluntary repatriation is unlikely to take place in the foreseeable future, the best solution is often to settle refugees in their country of asylum, or host country. This can only be done, however, with the agreement of the government of the host country concerned.

4.11 In industrialized countries, government welfare systems and non-governmental organizations provide the bulk of the resources necessary to integrate refugees. Elsewhere, UNHCR furnishes varying degrees of support for local settlement projects in both urban and rural settings.

4.12 Refugees may benefit from assistance towards self-sufficiency and integration into the economic and social life of the local community. This assistance takes many forms, depending upon factors such as the situation of the refugees, their background, their location and the situation of the host country. For example:

- a. **Spontaneous Local Settlement:** refugees may settle spontaneously amid the local population, sharing the resources and infrastructure available. This frequently occurs in Africa, especially when the refugees belong to the same ethnic group as the population living in the area of influx. When large numbers are involved, UNHCR may provide support to the authorities of the host country, through limited reinforcement of the local infrastructure.
- b. **(Planned) Local Settlement of Refugees in Rural Areas:** most frequently implemented for the benefit of refugees of rural background, particularly in Africa and Central America, rural settlements assisted by UNHCR are planned in cooperation with the host government, and implemented by governmental agencies and/or non- governmental organizations. The refugees themselves are encouraged to contribute progressively to the efforts towards self-sufficiency. Assistance measures are diverse, and UNHCR's financial assistance is phased out as the settlement becomes self-supporting and the basic social infrastructure is restored. Such assistance measures may include:
  - Planning and construction of the settlement,
  - Providing food during the initial period of settlement,
  - Supplying household and other basic items,
  - Organizing agricultural and other income-generating activities,
  - Taking measures with respect to nutrition, water, sanitation, health and education, and

- Promoting community development.
- c. **Local Settlement of Refugees in Urban Areas:** assistance to these refugees is also aimed at self-reliance. Measures range from providing subsistence allowances, counselling, and education grants, to undertaking income-generating projects of various kinds. The right to work is particularly important when promoting durable solutions for urban refugees.

### **Resettlement (RE)**

4.13 Resettlement is the third durable solution for refugees, when neither voluntary repatriation nor local integration are possible. While the number of refugees resettled by UNHCR since the late 1980s has declined dramatically, resettlement still remains an important instrument of international protection and a durable solution for refugees when no other option is available.

4.14 Refugees requiring resettlement may be facing serious protection problems in their country of first asylum, in many cases related to refoulement, expulsion, undue detention or a threat to their physical safety. Resettlement to a safe third country would therefore be the only solution. However, resettlement, unlike voluntary repatriation or seeking asylum, is not a right. Refugees are submitted for resettlement using carefully defined criteria. Indeed, resettlement should obviously not be pursued because a refugee has become a burden or because of his/her behaviour.

4.15 Resettlement may also be sought for reasons of family reunification, or for those refugees deemed vulnerable within UNHCR's criteria, and for whom resettlement offers the only durable solution. This group may include refugees with medical problems, women at risk, or long-stayers. As it is recognized that the uprooting of refugees identified as requiring special attention may not always be in their best interest, it is imperative that every effort should be made in the first instance to examine whether their needs can be met in a local or regional context.

4.16 Ideally, resettlement opportunities should always be explored within the region of first asylum so as to enable the refugee to remain within the geographic locality close to his/her country of origin so that return may be considered when circumstances permit. Furthermore, if the refugee's culture and customs are compatible with those of the regional host country, integration, if permitted, may occur more readily.

4.17 Extra-regional resettlement involves moving the refugee away from the geographical region, but may be the only realistic solution. A limited number of resettlement countries offer annual quotas. While the numbers offered in these quotas are generous, the need for places is still greater. UNHCR is committed to continue the process of dialogue with interested governments and NGOs in order to strengthen its resettlement activities.

4.18 A Resettlement Handbook is currently being drafted, to be published in mid-1996, which will clarify UNHCR's policy and procedures on resettlement. Descriptions of the resettlement and family reunification policy and practice of the major receiving countries will also be included.

## **5. PREVENTING REFUGEE CRISES**

5.1 In the 1990s, UNHCR has increasingly undertaken preventive initiatives in countries which currently produce refugees or which may do so in the future. UNHCR is attempting to forestall refugee flows through institution-building and training in countries at risk of producing refugees.

5.2 In situations where economically motivated migrants may seek to take advantage of refugee channels, mass information programmes have been launched to provide a clearer understanding of refugee status. These programmes aim to discourage people who may seek to use asylum channels for economic reasons, while keeping them open for those who flee persecution.

5.3 Where civil strife and refugee crises have already erupted, UNHCR has become more directly involved with internally displaced and other local populations. UNHCR has increasingly undertaken humanitarian action, not only to provide relief but also to avert further internal displacement and to

reduce the need for people to take refuge abroad. Humanitarian assistance can stabilize population movements and eventually create conditions favourable to the return of refugees.

5.4 In responding to refugee crises, UNHCR attempts, wherever possible, to link prevention of further displacement to the promotion of durable solutions.

### **Section 1.3 - WHO ARE THE REFUGEES, RETURNEES AND INTERNALLY DISPLACED?**

#### **1. THE CHALLENGE**

1.1 Today's refugees are fleeing combinations of persecution, conflict and widespread violations of human rights, both inside and outside their countries of origin. To ensure that our efforts to protect and assist the refugees are effective, we have to know who the refugees are, and the particular needs of specific individuals and groups of refugees.

1.2 Refugee populations are not homogeneous. Cultural and religious differences abound. As in any large group of people, there are numerous sub-groups within a given population or community. UNHCR's mandate of providing protection to refugees and seeking durable solutions to their problems, brings with it specific obligations regarding the various categories of refugees. The specific needs of women, children, the elderly, and disabled must be taken into account, as do the needs of the chronically ill. Young men, unaccompanied children and single parent families also have specific needs.

1.3 The diverse needs of different individuals and sub-groups of refugees must be addressed when planning, implementing and reporting on protection and assistance projects.

#### **2. REFUGEE WOMEN**

2.1 In recent years, UNHCR's EXCOM has recognized the importance of devoting special attention to the needs of refugee women. This awareness reflects a more general concern for the conditions of refugee women, as expressed in other United Nations fora, including the Economic and Social Council (ECOSOC) and the United Nations Commission on the Status of Women.

2.2 The general principles concerning UNHCR's work in protecting and assisting refugee women may be summarized as follows:

- a. Refugee women are likely to be affected differently than men by their condition as refugees. Because they are women, they may be at special risk, both during flight and within the country of asylum;
- b. Refugee women should actively participate in planning and implementing activities when they are the main beneficiaries. While helping them to retain their personal dignity and self-respect, programming efficiency will increase by recognizing the significant contribution of their skills which are critical for the community's economy and life. Such participation can also be an important factor in accelerating progress towards achieving self-sufficiency for themselves and their families; and
- c. Measures to assist and protect women should be integrated into UNHCR's activities, rather than being regarded as separate issues in programme planning and implementation.

#### **REFUGEE WOMEN**

Watch for:	single females single female heads of families
------------	---

<b>Physical Safety</b>	<b>Access to Services</b>
<ul style="list-style-type: none"> <li>• Camp design and layout</li> <li>• Water and firewood collection</li> <li>• Attitudes of local and refugee populations</li> </ul>	<ul style="list-style-type: none"> <li>• Food distribution</li> <li>• Health services</li> <li>• Education/skills training</li> </ul>

2.3 The following requirements concerning refugee women must be applied within the context of programme and project management:

- a. The assessment of needs and resources specific to women must be an integral part of the needs and resources assessment process (see Section 3.2); and
- b. Specific mention of the impact of assistance on women is required when completing Part 2 of Sub-Project Monitoring Reports (see Section 5.2).

2.4 The Guidelines on the Protection of Refugee Women deal with issues ranging from assessment and planning to the addressing of protection needs through assistance, including topics such as camp design and layout, access to food, education and skills training. They also include guidance on legal procedures, criteria for the determination of refugee status and physical security. The Guidelines on Prevention and Response to Sexual Violence against Refugees focus on the need to prevent incidents of sexual violence from occurring, and include suggested strategies and action that can be taken by UNHCR, NGOs, host governments and the refugees themselves. These Guidelines provide practical advice to field workers on how to respond to incidents of sexual violence, covering the fields of medical treatment, psychological support and legal intervention.

### **3. REFUGEE CHILDREN**

3.1 Refugee children include all persons under 18 years of age, or the legal "age of majority" if this is lower. They represent about half of the world's refugees, and have special needs that require specific action in terms of both protection and assistance. All actions taken on behalf of refugee children should be guided by two fundamental and universally recognized principles:

- The best interests of the child, and
- Family unity.

3.2 *UNHCR Refugee Children: Guidelines on Protection and Care* defines the fundamental principles and gives recommendations on meeting the special needs of refugee children. The guidelines address the following topics:

- the rights of the child,
- culture,
- psychosocial well-being,
- health and nutrition,
- prevention and treatment of disabilities,
- personal liberty and security,
- legal status,
- education,

- unaccompanied children, and
- durable solutions.

3.3 Children must always be seen in the context of their family and their community. Helping refugee children meet their physical and psychological needs often means providing support to their families and communities. However, care must be taken to ensure that children's special needs and rights are perceived, understood and attended to.

3.4 Refugee children who do not have the protection of their family are at special risk. Unaccompanied children may have accidentally become separated from parents or guardians, they may be orphaned, or they may have been abandoned because of lack of food or shelter. Unaccompanied children need immediate protection and assistance; these are listed in detail in the Guidelines. Most important is registration, placing them temporarily in a foster family and monitoring their well-being in this family, and to start tracing for their own family. If the cause of separation is “voluntary”, support to the child’s family may be a solution.

3.5 Special measures for the benefit of unaccompanied children are included in the Guidelines. UNHCR provides other relevant tools and references. For example, a registration form for unaccompanied children is included in the UNHCR *Handbook for Emergencies* and in *Working with Unaccompanied Minors in the Community*.

3.6 Other groups of children, for whom recommendations are included in the *UNHCR Refugee Children: Guidelines on Protection and Care*, require special attention. They include:

- a. Those living with families other than their own (which frequently occurs when children are separated from their own parents); and
- b. Children staying for extended periods in camps, especially closed camps (which provide an artificial environment, where their normal developmental processes may be blocked).

3.7 An awareness of the special needs of refugee children, and the refugee and community resources available to meet these needs, is essential when conducting a needs and resources assessment (see Section 3.2). These needs are not limited to their material conditions and physical security, but must include learning opportunities and the stimulation necessary for normal development and education.

3.8 Assistance to refugee children is an integral part of planning, formulating, implementing and evaluating UNHCR's projects for each type of assistance. Particular attention should be paid to children's health and nutrition, education, community-based care, outreach programmes to ensure good care and identify any particular problems or needs of refugee children, and family reunification. Progress achieved in providing assistance to refugee children should be reported regularly in Sub-Project Monitoring Reports (see Section 5.2).

Partnership in Action (PARinAC) recommendation number 82:

NGOs should evaluate their own refugee projects in light of the Policy and the Guidelines on Refugee Children. They should ensure that all their staff members working with refugee children are familiar with the Policy and Guidelines, and share their experience in this area. The impact on refugee children of projects designed for other target groups should also be reviewed.

#### **4. REFUGEES WITH SPECIAL NEEDS**

4.1 Refugees with special needs include the following:

- Unaccompanied children (see above),
- Disabled persons,
- Unaccompanied elderly,
- Single parent families,
- Victims of violence and torture,
- Minority groups,
- Unaccompanied or isolated women,
- Persons suffering from serious or chronic illness (including mental disturbance),
- Persons who are physically or mentally handicapped, and
- Refugees with HIV/AIDS.

4.2 Refugees in any of these categories are likely to require special care, especially if they lack support from a family or the community. UNHCR's response should be based on the following principles:

- a. The refugee's own participation should be encouraged in finding the most appropriate solution;
- b. The most effective help is likely to come from the refugee community itself;
- c. Institutionalization of relief measures, leading to long-term dependency, must be avoided. This requires close monitoring of the assistance provided; and
- d. Wherever feasible, and to prevent social problems, measures such as facilitating family reunion and re-establishing traditional coping mechanisms, should be given priority.

4.3 Effective assistance to refugees with special needs begins with the assessment of their needs and resources. The refugee community, notably elders (men and women), school teachers, health workers and others can assist in this task.

4.4 Other relevant policies and procedures relating to refugees with special needs are found in the following references:

- a. *UNHCR Handbook for Social Services*, including an Assessment Form for a person who is disabled or chronically ill; and
- b. *Training Disabled People in the Community*, published by the World Health Organization, Geneva.

### **Medical Care for Handicapped Refugees**

4.5 Refugee patients should normally be treated locally in public hospitals and other medical facilities accessible to nationals. In exceptional cases, where adequate facilities are not available locally, a refugee may be evacuated to a neighbouring country within the region (or abroad) for necessary medical treatment and/or surgical intervention. All local possibilities must, however, first be explored before any referral is considered.

4.6 Normally, specialized medical care may only be provided if such care is also available to the local population. In the case of severely handicapped refugees for whom treatment costs exceed UNHCR's financial resources, every effort must be made to secure assistance free-of-charge in

specialized institutions in certain countries.

4.7 Assistance to the disabled is sometimes extended under a UNHCR Headquarters-administered project. Such assistance may cover the cost of:

- a. Services deemed necessary for diagnosis, treatment, training, rehabilitation and follow-up;
- b. Temporary transfer of affected persons, including an attendant if considered necessary, to a place where adequate care and services can be obtained;
- c. Measures considered necessary for rehabilitation and self-sufficiency of eligible beneficiaries; and
- d. Support for a relative/person, whose attendance on the beneficiary is considered indispensable.

## **5. URBAN REFUGEES**

5.1 Refugees residing in urban areas, referred to as "urban refugees", are of diverse origins and background. They frequently include a high proportion of refugees from rural areas who have moved to cities in search of education or employment. Many urban refugees are unskilled and live in precarious situations.

5.2 The problems of assisting urban refugees in achieving durable solutions are compounded by a severe lack of suitable employment or educational opportunities. This is especially true for certain sub-groups of the refugee population, such as female refugees who often have inadequate education or less employment experience than necessary to integrate in an urban environment. There is a constant risk of creating dependency on subsistence allowances. The lack of prospects may also lead to grave social problems. The complexity of managing large numbers of individual cases is an additional problem.

5.3 The following objectives should be used when planning and implementing assistance for urban refugees:

- a. Increase their capacity to solve their own problems, taking into account their initial needs to overcome the impact of abrupt change, isolation, trauma, cultural shock, and dependence;
- b. Encourage self-help measures directed at durable solutions, avoiding prolonged dependence on subsistence allowances;
- c. Promote community self-help activities, such as community centres, language classes and income-generating projects;
- d. Give priority to assisting refugees with special needs, such as the disabled, elderly, single parents, isolated women without support, and unaccompanied children, based wherever feasible on self-help. Such priority should also be directed towards reducing inequalities in the services received by different groups, such as between male and female refugees; and
- e. Use local expertise, where available, to perform market surveys, create employment opportunities (including those outside urban areas) and identify educational options. Locally-based agencies are often UNHCR's best partners for such activities.

5.4 The administration of large numbers of individual cases requires the application of a systematic, case management approach, including the following steps:

- a. Promote the granting of appropriate legal status, to the extent this is inadequate, to allow refugees to have access to employment and educational facilities;
- b. Conduct a thorough assessment of each urban refugee individual or family (noting that there

may be differences for women and men), to determine:

- What assistance is required, for how long, and
  - How the individual refugee or family can contribute towards self- sufficiency.
- c. Draw up a plan between counsellor and refugee, summarizing the agreed path to self-sufficiency. Review the plan periodically, to measure progress against the objective; and
- d. Carry out a regular caseload analysis.

5.5 Assistance most frequently provided to urban refugees is:

- a. Care and maintenance, through the provision of daily subsistence allowances (normally not exceeding six months), giving priority to refugees with special needs;
- b. Voluntary repatriation (whenever feasible);
- c. Local settlement assistance, including:
- Counselling, as part of case management,
  - Educational assistance, giving priority to primary education and vocational training,
  - Income-generating schemes (including grants or loans and co-operative schemes); or
- d. Resettlement (rarely applicable).

## 6. RETURNEES

6.1 Refugees who have returned to their country of origin, normally in the context of voluntary repatriation, are referred to as "returnees". The term is also applied to displaced persons within a country who have returned to their places of former residence.

6.2 In legal terms, refugees who return voluntarily to their country of origin cease to be refugees and, therefore, cease to be of concern to the High Commissioner. UNHCR has, however, been called upon by the UN General Assembly to assist returnees, within the context of voluntary repatriation operations. Since 1973, this request has been contained each year in the resolution adopted by the General Assembly on the annual activities of UNHCR, and in resolutions on assistance to specific groups of refugees. It is based on the need to facilitate the reintegration of refugees and displaced persons returning to their homes, particularly in countries in Asia, Africa and Central America, which have suffered large-scale devastation from long years of conflict.

### Protection of Returnees

6.3 In principle, UNHCR's protection responsibilities cease from the moment that the country of origin assumes responsibility for its returning nationals. In practice, however, UNHCR may be called upon to assume a monitoring role for a limited period, in close consultation with the parties concerned. UNHCR requires, for this purpose, direct and unhindered access to returnees to monitor the fulfillment of the amnesties, guarantees or assurances on the basis of which the refugees have returned.

6.4 Assistance to returnees within the context of a voluntary repatriation programme is thus intended to ensure the durability of the voluntary repatriation. It entails a range of measures that vary according to local circumstances and needs. These measures fall into four categories:

- a. **Pre-Departure Arrangements:** may include registration, completion of a Declaration of Voluntary Repatriation, medical screening and vaccination, sharing of information with those departing and logistical preparations. Special attention should be paid to the needs of vulnerable persons, in particular the elderly, pregnant women, disabled persons,

unaccompanied children, and others who cannot cope with the demands of self-care;

- b. **Transportation:** involves the transport of returnees and their belongings and associated requirements (transit centres, food, etc.) to move the returnees from the country of asylum, or zone of displacement, to their home areas;
- c. **Relief Measures:** may include the distribution of food rations, household items, shelter materials, simple agricultural tools, seeds, etc. The duration of this assistance is normally limited to three to six months for each individual returnee (the operation itself may last longer, depending upon the number of returnees involved). The distribution of relief items should be limited to a one-time distribution. Food assistance may, however, be required for a 12 to 18 month period, covering a planting and harvest cycle. The World Food Programme (WFP) is normally responsible for providing basic food items; and
- d. **Rehabilitation:** of a short-term nature, designed to assist the returnees to attain a standard of living comparable to that of the local population. Assistance is normally provided to individuals but, where necessary, can involve limited support to help improve the infrastructure of communities with a concentration of returnees. UNHCR's direct involvement in this form of assistance must be of limited scope and duration. Its role is principally as a catalyst, to facilitate the efforts of the national government and international organizations (including other UN agencies) concerned with longer-term development aid. The needs of vulnerable persons should be assessed and specially addressed.

## **Section 1.4 - ORGANIZATION AND ROLE OF UNHCR**

### **1. UNHCR AND THE UN SYSTEM**

1.1 UNHCR is one of a number of subsidiary organizations, specialized agencies and commissions established by the United Nations to further the purposes of its Charter. Other organizations within the UN System with which UNHCR works most frequently include the World Food Programme (WFP), the United Nations Children's Fund (UNICEF), the World Health Organization (WHO), the United Nations Development Programme (UNDP), and the International Bank for Reconstruction and Development (IBRD).

The purposes of the United Nations as embodied in its Charter are:

- to maintain international peace and security;
- to develop friendly relations among nations, based on respect for the principle of equal rights and self-determination of peoples;
- to cooperate in solving international problems of an economic, social, cultural or humanitarian character, and promoting respect for human rights and fundamental freedoms for all; and
- to be a centre for harmonizing the actions of nations in attaining their common ends.

1.2 The General Assembly is the UN's main deliberative body which examines issues coming within the scope of the UN Charter. The General Assembly is composed of representatives from all member States, each State having one vote. Its regular annual session, held in New York, begins in mid-September and continues until mid-December. Special sessions may also be convened on specific topics. The results of its deliberations are communicated as *resolutions*.

1.3 The work of the General Assembly takes place in committees and in plenary sessions. Of the seven major committees, those of special importance to UNHCR are the Third (social, humanitarian and cultural affairs) and Fifth (administrative and budgetary affairs) Committees. The other five committees are: political and security affairs (First), the Special Political Committee (shares work of the First),

economic and financial affairs (Second), trusteeship (Fourth) and legal affairs (Sixth).

1.4 The Economic and Social Council (ECOSOC) is the principle UN body which coordinates the economic and social work of the United Nations and the specialized agencies and institutions. It has 54 members who serve for three years, 18 being elected each year. ECOSOC holds two annual sessions of one month each—a winter session in New York and a summer session in Geneva.

## 2. UN HIGH COMMISSIONER FOR REFUGEES

2.1 UNHCR's Statute specifies that the High Commissioner is elected by the General Assembly, on the nomination of the Secretary-General. To safeguard the non-political and humanitarian character of UNHCR's mandate, the Secretary-General consults with governments to select a single candidate who is traditionally confirmed by acclamation by the General Assembly.

2.2 Other articles of the Statute make it clear that the High Commissioner acts under the authority of the General Assembly, and follows the policy directives of the General Assembly (*resolutions*), and also the UN Economic and Social Council (ECOSOC) - *decisions*.

2.3 UNHCR's link to both the General Assembly and ECOSOC is maintained through the High Commissioner's annual report (see also Section 2.3, part 8). The annual report provides an overview of the High Commissioner's main concerns and activities in the fields of protection, assistance, relations with other organizations, how the activities are financed and public information. Based on a statement made each year by the High Commissioner, ECOSOC adopts a brief decision, taking note of the report, and transmits it to the General Assembly. ECOSOC may also request reports on specific programmes (which do not go to the General Assembly).

## 3. UNHCR EXECUTIVE COMMITTEE (EXCOM)

3.1 The UNHCR Executive Committee (EXCOM) was created by the General Assembly, with the details established by ECOSOC. The appointment of new members of EXCOM is a two-stage process:

- a. The General Assembly adopts a resolution that specifies the number of new members to be appointed; and
- b. ECOSOC decides, by a vote, who the new members will be.

3.2 Historically, EXCOM's predecessors were the Advisory Committee on Refugees (1951-1954) and the UNREF Executive Committee (1955-1958). Initially established to provide advice to the High Commissioner, the Committee subsequently gave direction to the High Commissioner to manage the United Nations Refugee Fund (UNREF). EXCOM was established by the General Assembly [resolution 1166(XII)] in November 1957 to oversee the work of UNHCR, and met for the first time in early 1959.

3.3 EXCOM's terms of reference can be summarized as follows:

- a. To advise the High Commissioner in the exercise of any aspect of his/her work; and
- b. To approve the High Commissioner's assistance programmes at least annually (a requirement affecting all aspects of the planning and financing of UNHCR's assistance programmes).

3.4 Membership in EXCOM has grown from 25 in 1959 to 50 in 1995. The expansion of the refugee problem, combined with the diversification of UNHCR's activities, created an ever-heavier burden of tasks for EXCOM. To lighten the load, EXCOM created two sub-committees of the whole (which, until the end of 1995, met several times per year and were open to all EXCOM members and observers):

- a. **Sub-Committee of the Whole on International Protection (SCIP)**, which focused on technical protection issues (e.g. travel documents, military attacks on refugee camps, stowaway asylum-seekers) to determine existing short-comings in this field and to propose

appropriate remedies; and

- b. **Sub-Committee on Administrative and Financial Matters (SCAF)**, which reviewed detailed aspects of UNHCR's assistance programmes, giving special attention to administrative and financial questions and serving as a forum for an exchange of views on subjects which include management, personnel and fund raising issues.

**Note:** these two Sub-Committees were combined into the "Standing Committee of the Executive Committee" as of January 1996.

3.5 EXCOM is not a governing body, but it does fulfil an essential function, notably in the following areas:

- a. **Approval of the High Commissioner's assistance programmes**, contained in the decisions under the relevant agenda item, gives the High Commissioner authority to establish implementing instruments for the various projects which make up these programmes, and to obligate funds;
- b. **Scrutiny of all financial and administrative aspects** which, beyond the obvious constraints involved, strengthens UNHCR's credibility with the international community and with donors;
- c. **Advice to the High Commissioner on his/her protection function**, producing Conclusions on international protection which represent an important body of opinion and guidance on detailed aspects.

3.6 Formal EXCOM meetings are held annually in October in Geneva, usually lasting five days. Revised programmes for the current year and proposed programmes for the next year are formally approved. Both members and invited non-members (observers, who may be granted the right to speak but cannot vote) attend the meetings. The sessions are also open to the public. Decisions are reached by consensus. The report on the session (a brief summary of proceedings, conclusions and decisions) is adopted by EXCOM at its conclusion and transmitted to the Third Committee of the General Assembly as an Addendum to the High Commissioner's annual report.

3.7 Informal meetings are also held semi-annually, attended by Permanent Representatives in Geneva of member States. These meetings allow the High Commissioner to keep the Committee informed of developments between formal sessions, and provide an opportunity for an exchange of views. At more technical levels, "open house" meetings are held as the need arises, involving EXCOM members, implementing partners and UNHCR staff.

3.8 EXCOM's annual sessions and informal meetings provide an opportunity for direct contact between UNHCR staff and government delegations. This dialogue can lead to more active support and awareness of refugee needs worldwide, and enhanced responsiveness on UNHCR's part to the concerns of the international community.

#### **4. HEADQUARTERS ORGANIZATION**

4.1 To discharge its statutory and other responsibilities assigned to UNHCR by the UN General Assembly, ECOSOC and the Secretary-General, UNHCR's Headquarters is located in Geneva, with numerous offices in the field.

4.2 The organization of UNHCR's Headquarters provides coherent overall direction for international protection, effective management of field activities, and the necessary financial, technical and administrative support. The mixture of substantive, geographical and functional responsibilities inherent in UNHCR's activities requires direct accountability to the High Commissioner, through a minimum of supervisory layers, and strong functional controls which ensure that activities comply with established policies and procedures which are applied consistently among the regions, and that resources are used

to best effect for refugees.

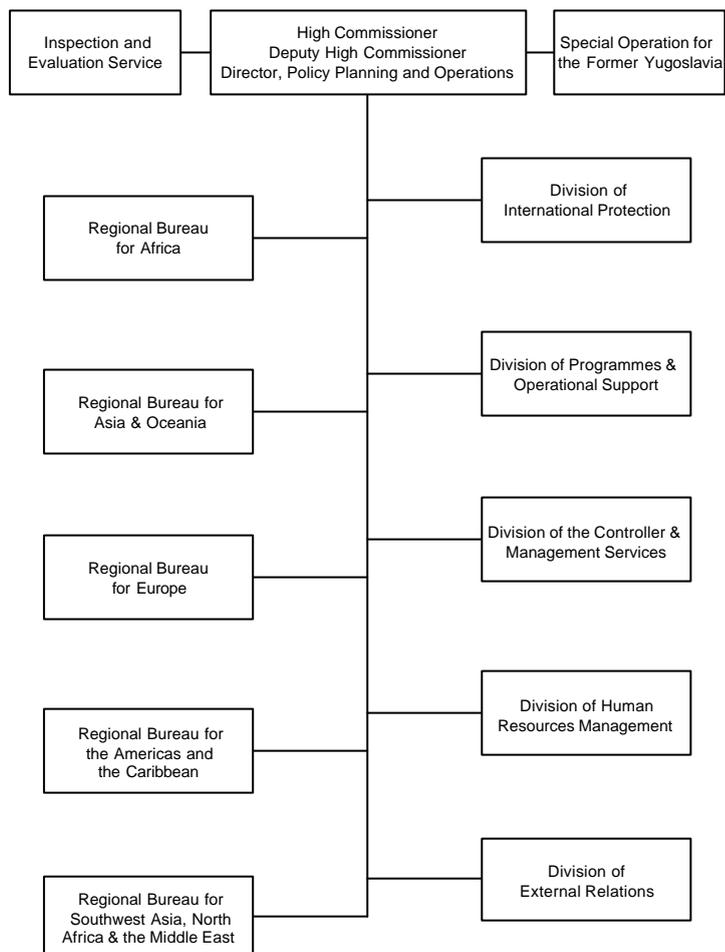
4.3 Currently, the Headquarters organization consists of five Regional Bureaux and five Divisions (please refer to the simplified organigram above), in addition to the Executive Office. The Directors of the Bureaux and Divisions, together with the Deputy High Commissioner, the Director, Policy Planning and Operations and the Director of the UNHCR Liaison Office to the United Nations in New York, are members of the Senior Management Committee which considers and advises the High Commissioner on major issues for which collective decision-making is required.

4.4 The Executive Office includes the High Commissioner, the Deputy High Commissioner and the Director, Policy Planning and Operations. The High Commissioner directs and administers the work of UNHCR to fulfil his/her statutory mandate (see Section 1.1). Responsibilities and authority are delegated to senior managers and, through them, to other officers who are all accountable to the High Commissioner for the proper discharge of their responsibilities and exercise of their authority. The Deputy High Commissioner assists the High Commissioner in the discharge of his/her duties and acts for him/her in his/her absence. A Director is the senior political and diplomatic aide to the High Commissioner on the definition and development of UNHCR policies and management directives.

4.5 Each of the five Regional Bureaux is responsible for a specific geographic area. A Bureau is made up of the Office of the Director and a number of Desks, each with a Head of Desk responsible for a country or a group of countries. Exceptionally, a Special Operations Unit may be created to coordinate a particular refugee situation, either within or as a separate entity to a Regional Bureau.

4.6 The Director of each Division provides overall direction and functional supervision to the organizational Sections in the Division.

## Organigram - UNHCR Headquarters



## 5. FIELD OPERATIONS

5.1 Within each country of operations, the official in charge of the UNHCR Office is the High Commissioner's Representative. A number of titles are currently used to designate this officer, who will be referred to elsewhere in this Handbook as the "UNHCR Representative":

- Regional Representative,
- Representative,
- Chief of Mission,
- Head of Liaison Office/Liaison Officer, and
- Honorary Representative.

### Role of a UNHCR Representative

The UNHCR Representative acts on behalf of the High Commissioner in all aspects of UNHCR's activities in the country(ies) to which he/she is accredited, reporting to the relevant Regional Bureau at Headquarters in Geneva, with a right of direct access to the

High Commissioner. The UNHCR Representative's responsibilities are, inter alia, to:

1. Promote UNHCR objectives and maintain relations with the government, diplomatic missions, UN agencies, other inter-governmental organizations, non-governmental organizations and the media.
2. Ensure the protection of persons of concern to UNHCR through the government's observance of the universally recognized principles of asylum and promote accession to and, where applicable, compliance with the relevant international refugee instruments.
3. Continually provide Headquarters with comments on political, legal, social and economic developments relevant to UNHCR, and assist the High Commissioner to formulate policy concerning the country(ies) to which he/she is accredited.
4. Transmit to Headquarters, with analysis and comments, government requests for assistance or, where appropriate, direct negotiations with the government on such requests.
5. Assess refugee needs and the resources available to meet those needs, and formulate, in consultation with the government and implementing partners, the Country Operations Plan, including proposed measures of assistance. Ensure that, once approved, UNHCR programmes and projects are properly implemented.
6. At the country/regional level, prepare and submit to Headquarters plans for fund raising, public information and public relations activities. Coordinate these activities, and follow up on fund raising appeals.
7. Administer the office and manage its staff within established guidelines. Prepare the annual office budget, and submit it to Headquarters.

5.2 Activities in a country-level Office parallel most of the activities carried out at Headquarters. The organizational structure of an Office in the field is determined by its activities. Policy determination remains the prerogative of the High Commissioner in Geneva. The UNHCR Representative is assisted by international and locally engaged staff, as required to discharge his/her duties effectively and efficiently.

5.3 The term "UNHCR Office" is used in this Handbook to refer to the UNHCR Office in the field with whom implementing partners are in contact. Several different categories of UNHCR Offices exist, however, depending on their particular functions:

- a. **Regional Office**: formally represents UNHCR in a number of countries in a geographic region. Some countries covered by a Regional Office may also have a formal UNHCR presence; in others, UNHCR may have no presence and UNDP acts on UNHCR's behalf. As well as operating as a Branch Office (see below) in the country in which it is based, a Regional Office supervises UNHCR's activities in the countries it covers, coordinating regional policies and facilitating communications.
- b. **Regional Liaison Office**: one such office is in Addis Ababa which functions as a Branch Office (see below) for UNHCR's affairs in Ethiopia, and liaises with the Organization of African Unity and the UN Economic Commission for Africa, both based in Addis Ababa.
- c. **Branch Office**: headed by a Representative who formally represents UNHCR in a given country, based on a written agreement between UNHCR and the authorities of the country. Responsible for all UNHCR affairs in that country including protection and assistance programmes benefiting refugees, returnees and other persons of concern to the High Commissioner. Maintains relations with the host government, diplomatic missions, UN

agencies, non-governmental organizations and other international missions in the country.

- d. **UNHCR Mission:** headed by a Chargé de Mission or Chief of Mission, usually established for a defined mission where UNHCR's presence is limited to a specific operation or programme, or for the duration of a specified situation. It differs from a Branch Office due to its defined scope and duration; in practice, the prolongation of a situation and the possible expansion of its activities often make these Offices indistinguishable from a Branch Office.
- e. **Liaison Office:** a representational office which acts as a formal channel for relations with the authorities of the country in which it is based, it usually consists of a minimum UNHCR presence headed by a Liaison Officer who reports to the Regional Office responsible for that country.
- f. **Sub-Office:** may be dependent on a Regional or Branch Office, or UNHCR Mission. Usually established in a strategic provincial location, with central government approval, where the local authorities having jurisdiction over the refugee-impacted area are based. Administratively independent of the principal country-level UNHCR Office, it operates its own bank account, maintains its own financial accounts, and has its own administrative budget and staffing table. It has an operational and/or monitoring capacity to oversee the protection and programme activities of UNHCR or implementing partners at the local level.
- g. **Field Office or Unit:** a limited UNHCR presence which may range from a fully functioning office to a single staff member out-posted from a UNHCR Sub- or country/regional-level Office. Usually located in an outlying region of a country in close proximity to the refugee-impacted area, it is typically placed in a refugee centre, camp or settlement. While it has an operational and/or monitoring capacity to oversee protection and programme activities at the local level, it is administratively dependent on the UNHCR Sub- or country/regional-level Office.
- h. **Honorary Representative's Office:** a nominal representational office, usually headed by a prominent national of the country in which it is based.
- i. **Special Envoy:** normally reports to the High Commissioner, and is additional to the Regional or Country Representative concerned but works in close coordination with him/her. While the staff and functions are not dissimilar to those of a UNHCR Representative, Special Envoys normally have an office in the field covering one or more countries, and focus on policy and cross-border coordination.

## **Section 1.5 - UNHCR'S OPERATIONAL ROLE AND OPERATIONAL PARTNERS**

### **1. OPERATIONAL ROLE**

1.1 UNHCR's operational role, defined by its mandate (see Section 1.1), encompasses full responsibility and accountability to the international community and the refugees for all aspects of the complete life-cycle of a refugee situation - from early warning and contingency planning, to the protection of and assistance to refugees, to the achievement of durable solutions to the plight of the refugees and other persons of concern to the High Commissioner, including returnees and internally displaced persons.

### **2. IMPLEMENTATION OPTIONS**

2.1 UNHCR performs its operational role whether it is implementing through implementing partners, implementing directly, or cooperating closely with operational non-governmental and other organizations who are self-funded or have sources of funding other than UNHCR. UNHCR's mandated functions include the pro-vision of humanitarian aid to those in need, emergency relief, assistance with voluntary

repatriation, local integration and resettlement, education, counselling, rehabilitation and legal assistance.

2.2 UNHCR is operational through its responsibility and accountability for the effective planning and design of UNHCR-funded projects, and their overall supervision, monitoring, control and evaluation. This ensures that the required assistance is received by the intended beneficiaries and is consistent with the approved project description, budget and clauses of the implementing instrument, according to an established plan.

2.3 In some instances, UNHCR has no option but to provide direct assistance, i.e. to implement refugee assistance itself. This happens most frequently in the initial stages of an emergency involving a sudden influx of refugees, or in a repatriation operation, where it is not possible to mobilize other agencies fast enough to respond to the needs of the refugees. Sometimes, the host government specifically requests UNHCR to implement directly, or a suitable implementing partner cannot be readily identified. Protection or security concerns may require the direct operational involvement of UNHCR. UNHCR has also become increasingly operational for international procurement purposes, because many of the commodities required for refugee programmes are not readily available locally.

**Operational Partner:** governmental, inter-governmental and non-governmental organizations and UN agencies that work in partnership with UNHCR to protect and assist refugees, leading to the achievement of durable solutions.

**Implementing Partner:** operational partner that signs an implementing agreement and receives funding from UNHCR.

### 3. COORDINATION

3.1 The successful delivery of refugee assistance programmes requires close coordination throughout the entire programming cycle, including the needs assessment, planning and budgeting stages, and consultation with local authorities in the concerned area. Parameters should be agreed from the outset on the medium and long-term objectives, the type and the level of the response, and the limits of the partners' respective authority and responsibilities.

3.2 UNHCR is recognized as the appropriate lead agency to bring together concerned bodies for needs assessments, and the formulation of objectives, programmes, reporting systems and policy guidelines. UNHCR retains overall responsibility to ensure that an appropriate durable solution is implemented, while respecting the independence of its partners who have been selected for their professional expertise and to whom authority has been delegated accordingly.

3.3 Thus, UNHCR's operational role always includes a coordinating function, regardless of whether UNHCR is providing the funding. Together with the government(s) concerned, UNHCR coordinates all protection and assistance to refugees, attempting to:

- a. Ensure that assistance is timely, appropriate and cost-effective;
- b. Establish appropriate standards and ensure their application;
- c. Identify complementarity and synergy among those involved in providing assistance;
- d. Avoid duplication of assistance activities;
- e. Facilitate communication and joint planning among the organizations involved; and
- f. Encourage effective management practice at all stages of programmes, from emergency preparedness and response to consolidation of durable solutions and phase out.

## **Section 1.6 - UNHCR'S IMPLEMENTING PARTNERS**

### **1. UNHCR DELEGATION OF IMPLEMENTATION RESPONSIBILITIES**

1.1 The implementation of UNHCR's assistance projects is normally entrusted to an implementing partner, in accordance with the Statute of the Office. Implementing partners are usually specialized government departments or agencies, other members of the United Nations system, non-governmental and inter-governmental organizations and, in some instances, private firms.

1.2 From the outset, UNHCR's work was intended to be undertaken jointly with other members of the international community. As its activities have expanded and diversified, UNHCR's relations with its implementing partners have become increasingly important. UNHCR draws on the expertise of other UN organizations in matters such as food supply (WFP) and food production (FAO), health measures (WHO), education (UNESCO), child welfare (UNICEF), vocational training (ILO) and development assistance (UNDP). Over the decades, non-governmental organizations continue to provide the most sustained and devoted service to the cause of refugees, returnees and other persons of concern. They not only provide substantial aid from their own resources but frequently carry out specific UNHCR projects.

1.3 The delegation of the implementation of an assistance project is embodied in an implementing agreement, which is a document signed by UNHCR and the implementing partner which is legally binding. The implementing agreement defines the conditions governing the implementation of a project and provides authority for the obligation of funds (see Section 4.1).

1.4 For implementing partners, implementation can only begin *after* the implementing agreement has been formulated, issued and signed.

### **2. CHOICE OF AN IMPLEMENTING PARTNER**

2.1 The choice of an implementing partner for project implementation is determined by several factors, including the scale, nature and location of the project under which assistance is to be provided. In many instances, a government department will implement a component of the project (sub-project). Non-governmental organizations (NGOs) may also be selected to implement a sub-project.

#### ***Prerequisite:***

A prerequisite for any UNHCR implementing partner is that the partner must be willing to work with all intended beneficiaries, regardless of their race, religion, nationality, political opinion or gender, and must provide assistance on the basis of agreed needs only, without linking this, either directly or indirectly, to any ethnic, religious or political consideration.
---

2.2 As concerns non-governmental organizations (NGOs) in particular, they must meet four basic conditions in order to be considered by UNHCR as an implementing partner:

- a. They must be legally registered at the location of their Headquarters and/or in the country where they are operating;
- b. They must have the authority to operate a bank account in the country of implementation and the ability to maintain separate accounts for any expenditures incurred on behalf of UNHCR;
- c. They must be able to demonstrate financial reliability through the production of official audit

statements; and

- d. They must have established a working relationship with the government that allows them to operate within the country concerned.

2.3 Because each refugee situation is unique, the responsible UNHCR Representative will take a number of additional criteria into consideration when selecting appropriate implementing partners. The following list provides an indication of these criteria, but UNHCR must maintain flexibility in its selection criteria to assure the desired effectiveness, efficiency and quality of services to the refugees:

- a. **Quality of service:** an implementing partner will be selected to meet a pre-defined need. The partner should be able to demonstrate a previous ability to deliver such assistance effectively, either in the same country or elsewhere;
- b. **Rapid response:** since most refugee situations, by their very nature, occur suddenly, the implementing partner should be able to respond to emergencies at short notice. The implementation of a programme of assistance will be greatly improved if the partner can be involved at the planning stage;
- c. **Local experience:** given the lead time taken to get established in a new country, UNHCR prefers to select a partner who already has an ongoing programme in the country and for whom an expansion of work would not be administratively difficult;
- d. **Contribution of resources:** the support base of implementing partners, particularly NGOs, varies considerably. However, it would normally be expected that a partner, particularly an NGO, would be able to make a contribution of resources to the programme in cash or kind (e.g. staff and administrative support). In any case, NGO and UNHCR fund-raising efforts for assistance programmes should be complementary, in recognition of the partnership principle;
- e. **Continuity of staff:** the ability of an implementing partner to maintain staff for sustained periods of time will contribute to the continuity and stability of the programme, especially in certain sectors such as food distribution, logistics and administration, where the cumulative knowledge of those involved in a programme will enhance its benefits to the refugees;
- f. **UNHCR experience:** given the time required to become acquainted with the reporting and other UNHCR procedures, it may be preferable to select an implementing partner with previous experience working with UNHCR. This should not, however, exclude new partners whose other qualities make them suitable for the provision of assistance;
- g. **International or national/local organizations:** it may be preferable to select a national or local NGO, or an international NGO with a local affiliate, since they may be better acquainted with the local situation. For a refugee assistance programme, they can provide elements such as cultural awareness, knowledge of local conditions, ability to work effectively at the grass roots level, language skills, recognition and cooperation from local authorities, and so on. On the other hand, they may lack expertise, international connections and funding sources. It should also be borne in mind that, in certain sensitive refugee situations, the presence of international staff from an international NGO can be beneficial to the refugees;
- h. **Single NGO or consortium:** in some situations, a consortium of NGOs who pool their resources to provide a coordinated response to refugee needs can be advantageous; and
- i. **Phase-out potential:** the implementing partner should be able to plan for a phase-out or phase-down of their involvement through, *inter alia*, the recruitment and training of refugees and/or local staff.

2.4 When the choice of an implementing partner has been made, the UNHCR Field Office establishes an ongoing dialogue, with a view to undertaking joint assessments of local situations and involving the implementing partner's staff in the planning process.

### 3. BUILDING PARTNERSHIP

3.1 UNHCR field operations range from large scale, complex emergencies for the benefit of hundreds of thousands of refugees to minimal assistance to limited numbers of individual refugees in town and cities. UNHCR's financial contribution to its partners ranges from no contribution at all to a small percentage of a partner's overall budget to representing the major source of a partner's funding. Many partners are full creative partners with UNHCR at all stages of the planning and implementation process, while others depend on UNHCR to determine the nature and scope of their involvement. Given this range of relationships, it is difficult to precisely define the factors that ensure effective working relations between UNHCR and its operational and implementing partners. One point, however, is clear; building effective partnership with its operational partners is one of UNHCR's main priorities in every operation.

3.2 While each operation has its unique characteristics, the lesson that UNHCR and its partners have learned repeatedly is that effective partnership is no accident. The pressure to respond quickly, the potential for misunderstanding, and the difficulty in maintaining good communication all create conditions that can result in ineffective and inefficient decision-making and delivery of assistance. The challenge for UNHCR and its partners is thus one of making their partnership succeed. This requires a deliberate effort on the part of all staff members: UNHCR's and those of the operational partners.

3.3 The PARinAC (Partnership in Action) process, various programme evaluations and programme management training workshops with UNHCR and operational partners have all provided opportunities for staff members to reflect on what is needed to create and sustain effective partnership. These can be illustrated as a series of UNHCR-operational partner "Best Practice" principles which should guide decision-making and action in all operations.

3.4 "Best Practice" in this context refers to the way, based on experience and lessons learned, that UNHCR and its partners should carry out the essential tasks of an operation. In other words, it is doing the right things the right way. UNHCR-operational partner best practice for building effective partnerships can be expressed as a series of principles. These are described in the paragraphs that follow.

3.5 In order to build effective partnerships, UNHCR and its operational partners should strive to **understand each other's point of view**. In many instances, conflicts can be avoided or resolved if both parties make an effort to understand each other's position prior to taking action or entering into negotiations.

3.6 From the beginning of each operation, UNHCR and its partners should seek opportunities to **learn from each other**. All partners within an operation will bring expertise and learn lessons which will be of benefit to all the parties involved. The key is to create opportunities for sharing of expertise.

3.7 All partners in an operation should **commit jointly to excellence and improvement**. The making of such a commitment fosters attitudes of striving for continuous improvement and encourages open discussion of problems and weaknesses in implementation.

3.8 For the partnership to be effective, all the partners should **commit to transparency and information-sharing**. Not only will this facilitate decision-making, but it will help prevent misunderstanding and frustration.

3.9 In all aspects of an operation, the partners should **look for synergy**. Synergy, simply put, is the recognition that the whole is greater than the sum of its parts. Operational partners looking for synergy are cooperating creatively in order to get the most out of their resources.

3.10 Operational partners should **think win-win in their interactions with each other**. Rather than seeking individual advantage, partners should seek ways of working with each other so that all

parties benefit.

3.11 For communication in an operation to be effective, partners in an operation should endeavour to **communicate in all directions. Information needs to flow not only up and down, but sideways.** In this way information will be available when it is needed by those who need it. It also ensures problems are raised and policy decisions taken in a timely manner.

3.12 Effective planning is a critical factor in an operation's success. Moreover, problems and issues will inevitably arise in every operation, regardless of the quality of the planning. To ensure maximum effectiveness and efficiency, **operational partners should plan and solve operational problems together.** Not only does joint planning and problem solving help ensure timely and appropriate implementation, but it also builds teams which will support each other in times of difficulty.

3.13 UNHCR and its operational partners inevitably experience resource constraints at all stages of an operation. Consequently, UNHCR and its partners must establish coordinating mechanisms and processes which facilitate **continuous prioritization** so that issues and concerns are assessed in terms of their urgency and importance and timely action is taken.

3.14 It is also essential that both UNHCR and its partners **respect each other's expertise**. Each partner will bring expertise to the operation which, if harmoniously and wisely combined, will strengthen overall implementation capacity. Unhealthy competition will result in duplication of effort and inefficient delivery of assistance.

3.15 From the earliest stages of any operation, it is important that UNHCR and its partners together **define roles, standards and limits and agree to respect them.** Failure to do so will lead to unbalanced assistance and inefficient use of resources. Consistency in this area will lead to projects with the right quality delivered on time at the right cost.

3.16 No matter how well planned an operation may be, situations and issues will arise which will require policy decisions. It is essential that UNHCR and its partners work together at all stages of the implementation process to **identify policy gaps, set policy, and share the policy with all concerned.** The failure of programme managers to take timely policy decisions leads to indecision and ambiguity at working levels. Timely decisions that are well communicated help to ensure that protection and assistance activities will have the desired impact.

3.17 There are inevitably going to be gaps in the knowledge and skills of both UNHCR and operational partner staff members. Thus, UNHCR and its partners should **commit to training from the earliest stage of any operation.** How much time and effort to be devoted to training, both formal and informal, is a planning issue which should be addressed early. Moreover, the link between training activities and operational objectives should be clear.

3.18 Putting these principles into practice is not easy. Using these principles as a basis for decision-making requires taking the time to discuss the process for carrying out essential tasks and agreeing on processes and deadlines. Initial investment in such discussions early in an operation will pay off in efficiency and smooth working relations in subsequent stages of implementation. UNHCR and operational partner experience has shown that working relationships built on these principles are a fundamental means for ensuring that refugee needs are addressed in the most effective and efficient way possible.

## **Chapter 2 - UNHCR PROGRAMME MANAGEMENT**

### ***Chapter Overview***

This chapter explains UNHCR's Programme Management System, including much of the programme terminology in use in UNHCR, the five types of assistance used by UNHCR to group its assistance programmes and projects, and an overview of the Financial and Management Information System (FMIS). UNHCR funds its assistance programmes from the General and Special Programmes, which are further sub-divided into the Annual Programme (country/area programmes, the Voluntary Repatriation

Fund, and the Programme Reserve), the Emergency Fund, and Trust Funds, Reserves and Special Accounts.

The annual Programme Management Cycle, covering four years of assistance activities, begins in June with the Operational Planning Exercise, through the submission of Country Operations Plans in September, reviews, consultations, approval, reports and revisions, before the Cycle begins again. A report is submitted to EXCOM in October, seeking approval for projects funded under General Programmes and providing information about assistance activities under Special Programmes. An Annual Report is also presented to ECOSOC for submission to the General Assembly.

## **Section 2.1 - UNHCR PROGRAMME MANAGEMENT SYSTEM**

### **1. EVOLUTION OF THE SYSTEM**

1.1 UNHCR has developed a framework for planning, organizing, and controlling its assistance activities for refugees. This framework, known as the UNHCR Programme Management System, provides the basis for organizing refugee assistance at the country and regional level, as well as placing the assistance to a group of refugees within a country into the larger context of UNHCR's assistance activities around the world.

1.2 In many situations, UNHCR's first task is to provide emergency assistance, particularly in cases of sudden, large influxes of refugees (see Chapter 6, Refugee Emergencies). All assistance must, however, be directed as rapidly as possible towards the achievement of durable solutions, in the best interests of all the parties concerned—the refugees, and the local and national communities.

1.3 The challenge for UNHCR is to provide assistance that is appropriate, timely and cost-effective. Over the years, and on the basis of experience, UNHCR has refined and, to a large degree, formalized the way in which it responds to refugee emergencies or other situations in which it gets involved to provide protection and assistance. Formalization of the systems and procedures has become increasingly necessary because of the growth of the world-wide refugee problem and the accompanying growth of UNHCR.

1.4 While the roots of the current System can be found earlier, it was in the late 1970s and early 1980s, in response to the large African, Afghan and Vietnamese refugee emergencies of that era, that UNHCR established a more formal system for project and programme management. The rationale for change was clear. Problems were too large for ad-hoc arrangements, and the Office had to take steps to ensure systematic planning, implementation, monitoring and evaluation of projects, to permit timely and accurate reporting of assistance activities.

1.5 A number of key steps in the development of the Programme Management System can be identified:

- a. In 1981, a standard format for projects was introduced;
- b. In 1984, reporting was made more systematic through the introduction of periodic project reports;
- c. In 1988, requirements were established for stated country/area objectives and country/area progress reports;
- d. In 1989, the UNHCR Financial and Management Information System (FMIS) brought mainframe and portable computer software systems which enable more precise planning and reporting; and
- e. In 1993, the formal introduction of the Country Operations Plan consolidated project, staffing and administrative support planning and review.

1.6 Another trend has been towards decentralization. In recent years, UNHCR has increased its presence in the field where refugees are located, and has a more substantial field presence in terms of

staff members and offices. A recent study has recommended further decentralization, with the accompanying accountability, as a strategy to ensure that UNHCR is able to respond more efficiently and effectively to refugee needs.

1.7 We can assume that the future will bring more refinements to the System, to accommodate changing circumstances and the lessons learned by UNHCR and its partners in our ongoing refugee assistance activities.

**OBJECTIVE:** To design and manage effective and efficient refugee assistance programmes.

**Programme management:** The effective management of financial, material and human resources, and the application of proven methodology, to seek and achieve durable solutions for refugees.

## 2. UNHCR'S PROGRAMME MANAGEMENT MODEL

2.1 At the heart of the Programme Management System is the basic Programme Management Model, illustrated below, which allows planners to conceptualize UNHCR's assistance programmes. Based originally on the principles of "Management by Objectives" (MBO), the model includes the core management functions and implies a management cycle through which projects normally progress.

### UNHCR's Programme Management Model



## 3. ASSISTANCE PROJECTS

3.1 The basic unit for organizing assistance activities within UNHCR is a **project**. Within a region or country, there will be one or more projects which make up one part of the assistance programme. A project may cover a Sector such as water or education or may be multi-sectoral and cover a range of assistance activities including food, transport, shelter, sanitation, health, education, water and many others. The other part of the overall assistance programme will be the activities UNHCR carries out directly, such as international protection, external relations, and the promotion of durable solutions for refugees.

3.2 The UNHCR Programme Management System provides standardized formats for project submissions, and procedures and schedules for the submission, review, and approval of projects in which UNHCR will participate and, to some degree, may fund. It also prescribes the method for delegating authority from UNHCR Headquarters in Geneva to a UNHCR Representative in a Field Office

(or the Head of a UNHCR Headquarters unit, for Headquarters-administered projects) to implement projects directly and/or to enter into agreements with partner organizations for project implementation. The Programme Management System states the basic requirements for monitoring and reporting of projects, and includes the FMIS for ensuring sound financial management through appropriate financial controls (see part 5 below).

3.3 Within UNHCR, a project is defined by the type of assistance (see part 4 below), the source of funding, the geographic location and the specific refugee group for whom assistance is provided. The part of a UNHCR project undertaken by a particular implementing partner is called a **sub-project**, which also involves only one currency. In a large UNHCR project, there are likely to be many sub-projects (i.e. many implementing partners). In a small UNHCR project, there may be only a few, or even one, sub-project(s). Large refugee operations may involve numerous UNHCR projects, with a combination of UNHCR-implemented sub-projects and sub-projects implemented by a range of partners, including governmental and non-governmental organizations.

3.4 When UNHCR requests an implementing partner to implement a sub-project on its behalf, the UNHCR Field Office or Headquarters organizational unit and the implementing partner enter into an agreement, which UNHCR refers to as a **sub-agreement**. Please refer to Section 4.1 for additional information.

**Assistance programme** refers to the total assistance activities in *a given country (or area)*, to meet the needs of one or more refugee groups, on a yearly or multi-year basis.

**Project** is a single component of an assistance programme, and normally includes all the assistance of *the same type*, and from *the same UNHCR fund*, provided to *a specific population of beneficiaries*, for a given period of time. The beneficiaries are *not* necessarily from the same ethnic, national, religious or political background.

**Sub-project** is that part of a project which is undertaken by *a single implementing partner* (or UNHCR organizational unit) in *a single currency*.

#### 4. TYPES OF ASSISTANCE

4.1 UNHCR categorizes its assistance programmes and projects into five types:

- a. **Emergency (EM):** covers assistance following an influx of refugees or persons of concern to the High Commissioner, aimed at meeting basic/survival needs quickly. This type of assistance will normally not last more than one year, and will essentially focus on life-saving/life-sustaining measures.
- b. **Care and Maintenance (CM):** covers assistance to refugees in a relatively stable situation, where survival is no longer threatened, but where the future of the refugee group in terms of a durable solution has not yet been determined. This may include the provision of food, transportation, household utensils and clothing, water, sanitation, health services, shelter and basic education. When feasible, it may also include vocational training or small income-generating activities to prepare refugees for a more productive life and to promote limited self-reliance. This assistance should not exceed a period of two years; however, in many countries these projects have lasted much longer because the refugees were granted temporary asylum only, and the attainment of a durable solution has proven impossible.
- c. **Voluntary Repatriation (RP):** covers assistance linked to the return home of a refugee group, this being the most desirable solution, as long as the voluntary nature of the repatriation is safe-guarded. Assistance in this category is designed to help refugees

overcome practical difficulties in repatriating to their home country. In the country of asylum, it includes preparations for departure and measures to help organize the journey home. Often, tripartite commissions are formed, involving the countries of origin and asylum along with UNHCR. Reception facilities may have to be organized in the home country, as well as assistance in the initial phase of reintegration, e.g. the provision of basic needs and measures for rehabilitation.

- d. **Local Settlement (LS):** where voluntary repatriation is not yet possible, and refugees have the opportunity to legally reside in the host country and to enjoy civil and economic rights comparable to the local population, assistance in this category helps refugees become self-supporting in the country of first asylum, and to integrate into the economic and social life of the new community. It requires the full participation of the refugees themselves, and the agreement of the host country. Measures to meet the refugee's needs must also take into account the living standards of the local population.
- e. **Resettlement (RE):** where no other durable solution is feasible, assistance in this category enables refugees to resettle in a new country. This is usually applied when refugees are admitted only temporarily to a country of asylum, on condition of permanent resettlement elsewhere. It may also be the only answer if local integration is impossible for ethnic, political or economic reasons, or in cases where the security of the refugees is at risk. Family reunion is another major reason for resettlement. Assistance may include measures to secure places, and arrangements for both travel and prior to departure - exit formalities, medical screening, counseling, language training and other measures designed to facilitate integration in the new country of asylum.

## 5. FINANCIAL AND MANAGEMENT INFORMATION SYSTEM (FMIS)

5.1 The FMIS is designed to provide timely, accurate and meaningful information to assist UNHCR managers in Field Offices and at Headquarters with decision-making. As a management tool, it enables more precise needs and resources assessments (i.e. better planning), more rigorous implementation (including closer monitoring), and more efficient reporting.

5.2 As a significant component of UNHCR's Programme Management System, the FMIS uses both mainframe and microcomputer applications to record and report financial and related non-financial information in a timely, consistent and convenient manner at, and between, UNHCR Headquarters and the Field Offices.

5.3 Microcomputer software, primarily for Field Offices and known as FMIS/Field, provides the following facilities:

- a. Automated reporting of monthly financial transactions;
- b. Budgetary control and related narrative text on planned and actual performance; and
- c. Budget calculation worksheets.

5.4 Mainframe software at Headquarters, known as FMIS/HQ, serves to:

- a. Integrate all financial and budgetary information received from the Field Offices with data from relevant Headquarters sub-systems; and
- b. Provide on-line access to basic information, consolidated data and comparisons across projects.

5.5 For project management, the systems are made up of the following levels:

- a. **Project:** the project code identifies the fund, assistance type and assisted refugee population;

- b. **Sub-Project:** a separate code uniquely identifies each combination of implementing partner (or UNHCR unit) and currency of implementation;
- c. **Site:** budgets (and other information) for larger projects can be sub-divided according to the location (site) of the refugees;
- d. **Sector-Activity:** Activities are summarized into the 16 Sectors of the budget structure (see Appendix A);
- e. **Item/Sub-Item:** detailed inputs, objects of expenditure (Sub-Items), are grouped by category (Item); and
- f. **Detailed calculation level:** the calculations for a budget begin at this level, incorporating a number of variable factors (such as number of units required, population figures) to establish budgetary amounts at the Item/Sub-Item level.

## **Section 2.2 - UNHCR PROGRAMME FUNDING**

### **1. BACKGROUND**

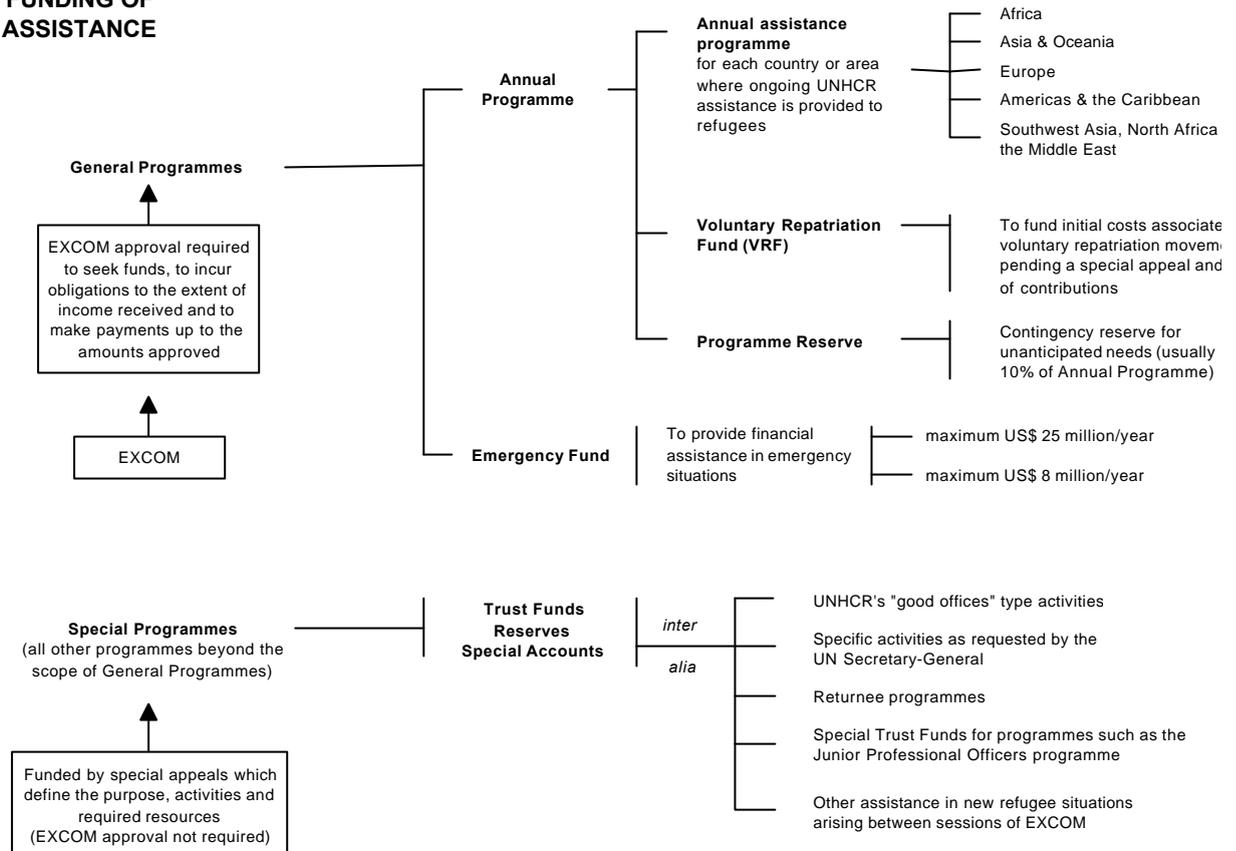
1.1 In 1957, the General Assembly authorized UNHCR to create an annual assistance programme, to be submitted to UNHCR's Executive Committee (EXCOM) for approval.

1.2 Today, UNHCR groups all of its assistance to refugees under two categories of funding:

- a. General Programmes, and
- b. Special Programmes.

1.3 Both the General and Special Programmes are financed by voluntary funds, most of which are contributed by donor governments. Administration of the funds must comply with the *Financial Rules for Voluntary Funds Administered by the High Commissioner*, as adopted by EXCOM.

## FUNDING OF ASSISTANCE



## 2. GENERAL PROGRAMMES

2.1 The General Programmes cover UNHCR's core activities, normally carried out in the countries of asylum: protection, assistance, and durable solutions for refugees and asylum-seekers. The proposed budgetary target for the General Programmes is submitted to EXCOM for approval, usually at its annual session in October. EXCOM's approval authorizes the High Commissioner to seek contributions. UNHCR can then incur funding obligations only to the extent that contributions are received, and can make payments up to the amounts approved by EXCOM.

2.2 The General Programmes consist of the Annual Programme and the Emergency Fund. In addition to the annual assistance programmes for each country/area, the Annual Programme includes the Voluntary Repatriation Fund and the Programme Reserve.

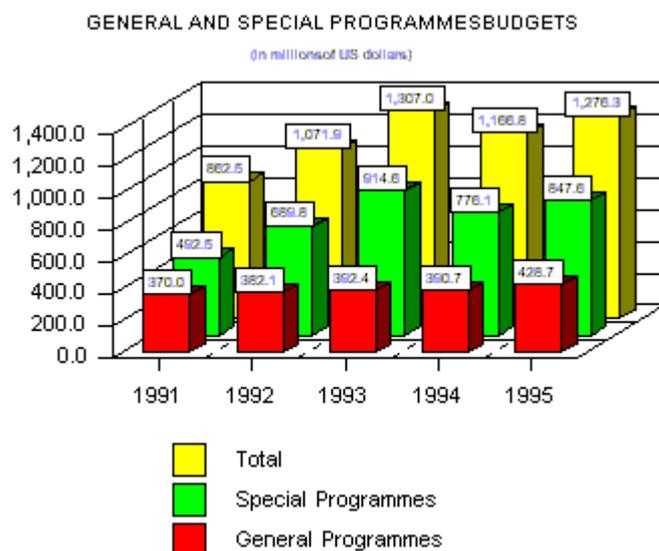
### Annual Programme (AP)

2.3 Ongoing assistance activities in various parts of the world are funded from the Annual Programme. Assistance activities are grouped into five geographic regions:

- Africa
- Asia and Oceania
- Europe
- the Americas and the Caribbean
- South West Asia, North Africa and the Middle East

2.4 Within each of these regions, there is an assistance programme for each country where UNHCR assists a refugee population. Where this assistance is of limited scope, several countries may be grouped within a single annual assistance programme. Each country or area programme is composed of projects and sub-projects. When approving the General Programmes target, EXCOM approves funding levels for each country or area programme

2.5 EXCOM also approves overall allocations for each type of refugee assistance within the Annual Programme. Sufficient funds are approved to provide assistance to individuals or small groups of refugees in countries for which no funds have been specifically approved. These overall allocations, administered by Headquarters, are known as "Other Programmes".



### Annual Programme: Voluntary Repatriation Fund

2.6 The Voluntary Repatriation Fund (formerly known as the General Allocation for Voluntary Repatriation) was established in December 1991 to highlight voluntary repatriation as a priority in UNHCR's Annual Programme. The Allocation, currently US\$ 20 million, is used to fund the initial costs associated with voluntary repatriation movements, pending a special appeal and receipt of contributions.

### Annual Programme: Programme Reserve

2.7 The Programme Reserve, an overall contingency reserve for unanticipated needs, is normally ten per cent of the funding allocated in the Annual Programme. It is used to:

- a. Cover unexpected increases in the cost of projects financed from current or prior years' programmes, or from an Emergency Fund allocation made in a prior year;
- b. Meet the cost of modifications to current year projects that may be necessary to meet approved project objectives; and
- c. Increase existing allocations to meet needs resulting from a new influx of refugees belonging to a group already receiving assistance in the current year.

**Note:** Within individual projects and sub-projects, there is no built-in contingency reserve. Approval to exceed the allocated budget must be sought on a case-by-case basis.

### Annual Programme: Emergency Fund (EF)

- 2.8 The Emergency Fund provides:
- a. Financial assistance to refugees and displaced persons in emergency situations where there has been no provision in the programmes approved by EXCOM; and
  - b. Such additional administrative expenditures resulting from these emergencies which cannot be met from the regular budget, pending action by EXCOM or the General Assembly.
- 2.9 The High Commissioner may allocate up to US\$ 25 million annually from the Emergency Fund. The amount available for one single emergency cannot exceed US\$ 8 million in any one year.
- 2.10 The High Commissioner reports to EXCOM at each session on the use made of the Emergency Fund.

### **3. SPECIAL PROGRAMMES**

3.1 Special Programmes include all other programmes and initiatives which are beyond the scope of the General Programmes, but are also funded through voluntary contributions. Assistance projects which fall under Special Programmes are humanitarian in nature and are consistent with the aims and policies of UNHCR. To identify the source of funds under Special Programmes, projects are coded, for example, as a Trust Fund (TF) or a Special Operation (e.g. AR for Afghanistan Repatriation).

3.2 UNHCR's Financial Rules allow the High Commissioner to establish trust funds, reserves and special accounts for purposes outside the Annual Programme. Contributions to these Special Programmes, and the stated purpose for each, must be consistent with the aims, policies and activities of UNHCR.

3.3 Special Programmes currently include the following activities:

- a. UNHCR "good offices" activities;
- b. Specific activities undertaken at the request of the UN Secretary General;
- c. Returnee programmes, limited in time and scope, which aim to assist refugees returning to their country of origin; and
- d. Other special trust funds for programmes such as the Junior Professional Officers programme.

3.4 Assistance programmes for some major refugee situations, including major repatriation operations, which have arisen between sessions of EXCOM have also been included under Special Programmes. This has been necessary when the situation is of such nature and magnitude that it could not be adequately addressed through the approved current year General Programmes.

3.5 The High Commissioner reports on the Special Programmes to EXCOM. However, EXCOM approval is not necessary for the High Commissioner to seek funding contributions for Special Programmes.

3.6 Fund raising for Special Programmes is undertaken through special appeals to donors. Each appeal defines the purpose, activities and required resources. If there is a need for a rapid response, initial requirements may be met by an allocation from the Emergency Fund or from the Voluntary Repatriation Fund. These Funds are normally replenished with contributions received in response to a special appeal.

## **Section 2.3 - PROGRAMME MANAGEMENT CYCLE**

### **1. OVERVIEW**

1.1 UNHCR reports to the Executive Committee (EXCOM) on a yearly basis in October (see

Section 1.4 and part 8 below). As part of the EXCOM deliberations, UNHCR reports on its performance and progress achieved for the previous year and the current year thus far, and presents proposals for the next year under the General Programmes for approval and under Special Programmes for information.

1.2 To prepare these proposals, UNHCR's annual Programme Management Cycle begins each June when Headquarters issues the annual reporting and programming instructions, and ends the following June when documentation is submitted which is incorporated in the High Commissioner's Report to EXCOM. The cycle includes data for four years:

- **Prior Year:** final reporting and evaluation on last year's country assistance programmes and projects;
- **Current Year:** project implementation and monitoring, revisions to ongoing projects, and proposals for new projects to meet emerging needs;
- **Next Year:** identification and planning of projects to be implemented in the next (or upcoming) year; and
- **Planning Year:** preliminary identification and planning of projects to be implemented in the year following the next year.

1.3 The annual assessment and planning exercise in the field begins with an assessment of ongoing refugee needs, undertaken by UNHCR in collaboration with its partners. Based on their assessment, UNHCR and its partners determine the protection and assistance activities and related resources that will be required to achieve durable solutions, and prepare submissions for Headquarters.

1.4 In UNHCR Headquarters, a similar process occurs during which the Regional Bureaux and the Divisions assess their own capacity to provide support to UNHCR's field operations and carry out the programmes of the High Commissioner.

1.5 The Programme Management Cycle combines the four elements of country objectives, project submissions, post/staffing reviews and administrative budgets so that a comprehensive strategy for each country is planned, resourced, implemented and monitored.

1.6 Refugee emergencies and other UNHCR- related developments rarely coincide with the Programme Management Cycle. As new situations arise, UNHCR attempts to deal with these through the reallocation of funds within the General Programmes, the Emergency Fund or the Programme Reserve, or as a last resort, through the issuance of an appeal under Special Programmes (see Section 2.2). It is not unusual that activities of an emergency nature funded under Special Programmes in the first year are moved to General Programmes in the second (and any subsequent) year, or when they have stabilized.

## **2. ISSUE OF INSTRUCTIONS (June)**

2.1 UNHCR Headquarters issues clear instructions, parameters and policy guidelines to Field Offices for the preparation of annual project, staffing and administrative submissions.

## **3. COUNTRY OPERATIONS PLAN (September)**

3.1 Each Field Office undertakes a substantive operational planning exercise during July, August and September to provide Headquarters with a comprehensive presentation of requirements, known as the Country Operations Plan. A Plan is submitted for each country where UNHCR is present or, in some cases, on a regional basis when UNHCR has a Field Office which covers several countries. Country/Regional Operations Plans should be the result of a consultative, strategic planning process between UNHCR and its implementing partners.

3.2 The Plan, based on the strategic country/ area objectives, is prepared at the beginning of an operation and is updated at least yearly, usually in April. The Plan combines project, administrative and staffing requirements and objectives for the current, next and planning years into a consolidated form

which is the basis for reporting on assistance activities to EXCOM.

3.3 The Plan also clarifies the relationship between country programme proposals and the policies and guidelines approved by EXCOM. Field Offices also prioritize their requirements, to avoid disruptions should available resources be insufficient. The Plan includes:

- a. A country overview describing the characteristics of the refugee population, programme objectives and priorities, arrangements for implementation and related inputs. A map may also be included;
- b. An outline of major developments/ achievements during the current year, including a description of any significant differences between amounts budgeted and actual expenditures;
- c. A detailed presentation of the projects to be implemented in the next year, under both General and Special Programmes, including a description of any revisions;
- d. A detailed presentation of proposed projects for the planning year, with emphasis on planned activities and durable solutions. Initial programme proposals for the planning year, organized by type of assistance, identify key activities, responsibilities, key decisions, any major potential constraints, a timeframe, reference to a comprehensive needs assessment, details of the refugee population involved, and comments on current or potential coordination with other UN Agencies; and
- e. For any projects involving or including technical activities (e.g. water systems or the construction of buildings), appropriate technical documentation for the Programme and Technical Support Section (PTSS) to advise regarding the feasibility of implementation.

3.4 In addition, the documentation submitted to Headquarters includes revisions to the current and next year, and initial planning year submissions for:

- a. Staffing/post requirements;
- b. Administrative budget requirements;
- c. Food, Obligation and Purchasing Plans.

3.5 UNHCR Representatives, in consultation with their staff, are responsible for preparing the Country Operations Plan and related documentation, and for its submission to the Regional Bureau at Headquarters. Programme, administrative and protection staff should be involved in its preparation, in consultation with the host government, implementing partners and, not least, the refugees themselves. The operational planning exercise also provides an opportunity for joint Field Office, Headquarters (Bureau/Desk, programming, budgeting and technical) participation as necessary.

#### **4. RESOURCE PREVIEW MEETING AND CONSULTATIONS (October/November)**

4.1 Senior managers at Headquarters hold a Resource Preview meeting in October to compare the level of global requirements requested by Field Offices and Headquarters units with the anticipated availability of funds, and decide whether or not global requirements need to be revised. The details of any given country or regional programme are *not* examined.

4.2 The Resource Preview is followed by consultations between the Regional Bureaux and other Headquarters units regarding programme content, budget levels, administrative support and staffing needs described in the Country Operations Plans, taking into account any decisions from the Resource Preview meeting.

#### **5. REGIONAL OPERATIONS REVIEW (November)**

5.1 The key resource allocation function is performed at the Regional Operations Review meetings,

in which PTSS, Human Resources and other support sections whose inputs are required in the operations under review also participate.

5.2 The Country Operations Plans are reviewed in detail, and resources are allocated within the levels agreed at the Resource Preview meeting (see above). Decisions are made concerning any matters not resolved by the preparatory processes, based on the priorities indicated in the Country Operations Plans.

## **6. PROGRAMME/PROJECT APPROVAL (December)**

6.1 A meeting is held at the Senior Management level, chaired by the High Commissioner, to consider the outcome of the operational planning process, and to approve the resource allocations.

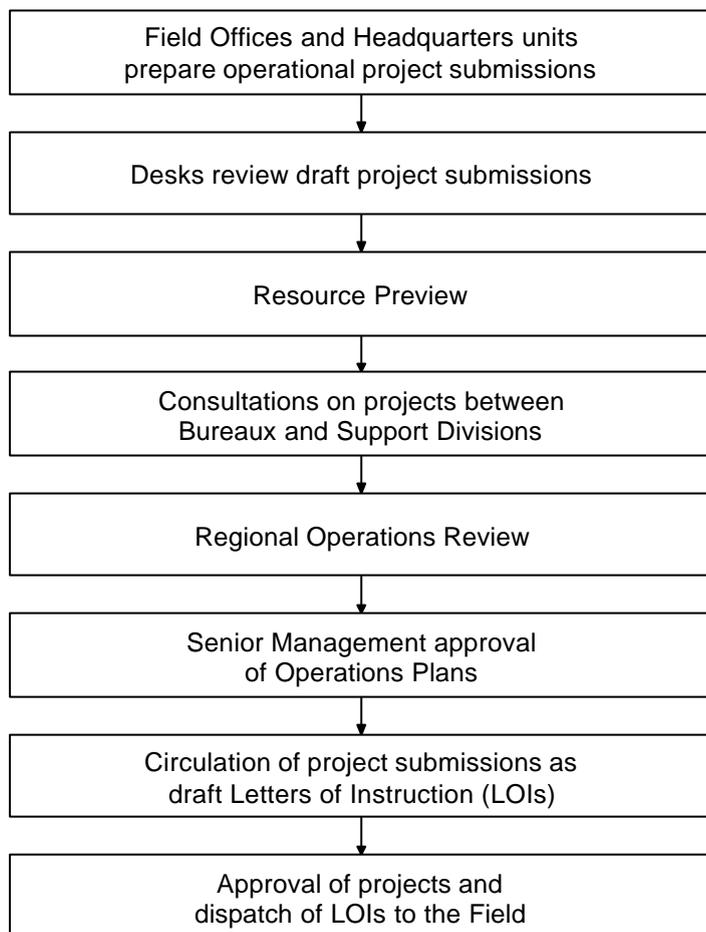
## **7. ISSUE OF IMPLEMENTING INSTRUMENTS (December)**

7.1 Any final adjustments resulting from the Senior Management meeting are incorporated into the relevant implementing instruments, followed by immediate issue of the internal UNHCR Letters of Instruction (LOIs) to Headquarters units and Field Offices (initially by telex or fax, if required).

7.2 Based on the LOIs, Headquarters managers and UNHCR Representatives in the field can proceed to prepare sub-project sub-agreements (see Section 4.1) to be signed by authorized officers of UNHCR and its implementing partners.

7.3 Project implementation begins in January, following the preparation and signing of the implementing agreements. Consistent with UNHCR's role and programme management model (see Section 2.1), UNHCR Field Offices monitor, control and report all programme, project and sub-project activities.

## UNHCR PROJECT SUBMISSION, REVIEW AND APPROVAL PROCESS



## 8. REPORTING

8.1 Field Offices prepare monthly situation reports ("SITREPs") to keep Headquarters informed of any developments or changes in programme activities. Country Operations Plans are updated in April of every year.

### High Commissioner's Report to EXCOM

8.2 The High Commissioner reports to EXCOM on UNHCR's activities which were implemented in the prior year, and submits for EXCOM approval his/her revised programme for the current year and proposed programme for the next year. The report is called the *Annual Report on UNHCR Activities Financed by Voluntary Funds*. Prepared in several parts, information is presented for each of the geographic regions covered by the Bureaux, together with an overview summarizing the essential facts and a series of tables. The purpose of the EXCOM Report is to describe activities for the past, current and coming years. It is the basis on which EXCOM approves UNHCR's programmes and financial targets.

8.3 Much of the information in the EXCOM Report comes from the Country and Regional Operations Plans. Upon receipt of the April update of the Country Operations Plan approved in December, each Regional Bureau prepares the "country chapters" and the Regional Special Programmes sections of the EXCOM Report.

8.4 Once adopted by EXCOM, the Report is submitted to the Third Committee as an Addendum to

the Annual Report (see below).

### **High Commissioner's Annual Report**

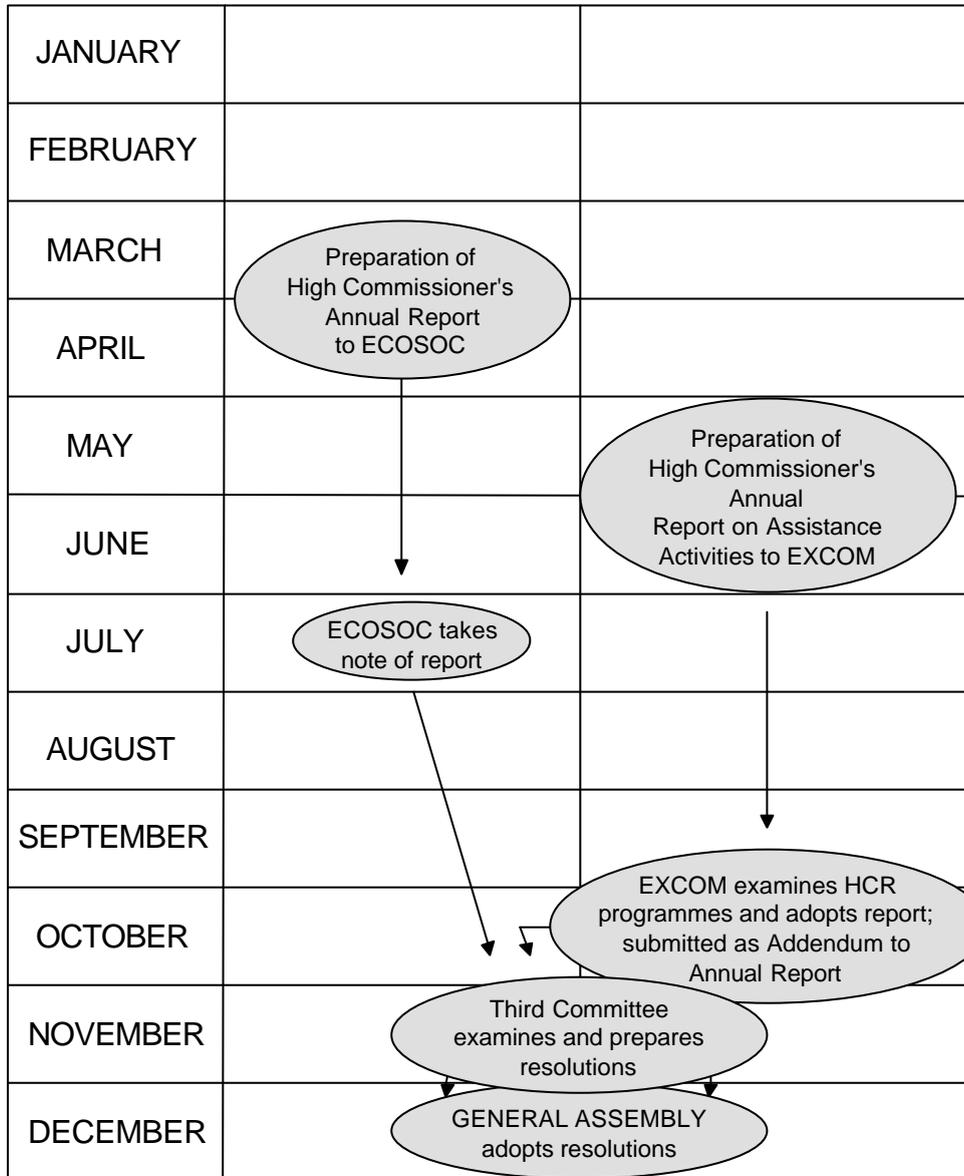
8.5 The High Commissioner's Annual Report is prepared at UNHCR Headquarters in the spring. It includes *all* the activities of UNHCR, with information about the prior year, the current year, next year and the planning year; assistance programmes are an important component. The Report is presented to the summer session of ECOSOC, which takes note of its contents.

8.6 ECOSOC transmits the High Commissioner's Annual Report, together with the EXCOM Report, to the Third Committee (see Section 1.4). The Third Committee examines the documentation and drafts resolutions for submission to the General Assembly in December.

8.7 The General Assembly adopts resolutions based on this Report, giving policy direction to the High Commissioner.

**ECOSOC**

**EXCOM**



**Chapter 3 - PLANNING**

**Chapter Overview**

This chapter describes the planning process for UNHCR projects and sub-projects, beginning with UNHCR's programming themes which planners should consider as they develop their plans - people-oriented planning, refugee participation, environmental concerns, refugee aid and development, and UNHCR Sectors/Activities and related planning guidelines. Requirements for needs and resources assessments are explained, followed by sections on setting objectives, workplanning and budgeting.

The chapter concludes by bringing all of these planning elements together in project/sub-project document submissions, their primary elements - the Project Description, Budget and Workplan - and a

(Sub-) Project Review Checklist to help planners check that they have considered and included all the necessary details in their project/sub-project plan.

## **Section 3.1 - UNHCR PROGRAMMING AND PLANNING**

### **1. INTRODUCTION**

1.1 Planning is an essential phase in preparing a programme of assistance to refugees. Planning is the process undertaken to design all aspects of an assistance programme, involving all parties concerned in the determination of objectives and the decision on courses of action which aim to fulfill those objectives.

1.2 In UNHCR, planning is important to ensure that organizational goals are achieved. To provide effective and efficient assistance to the beneficiaries, UNHCR has identified a number of programming themes and guidelines for UNHCR and implementing partner planners to consider when developing their plans. This section discusses these themes, and then outlines a framework for planning a sub-project.

### **2. WHO ARE THE REFUGEES?**

2.1 To plan and successfully implement programmes of protection and assistance, we need reliable information about the populations we are trying to assist. The challenge for planners is to find the balance between the need for information and analysis, and the need for action and response. We will never have all the information we need, nor will we have the time to do all the research and analysis required. This means that we must make assumptions about the trends and developments within populations, as well as about the population itself. Any assumption we make involves an element of risk - an essential part of any planning process is to examine that risk to find the balance between:

- a. Standardizing assistance to facilitate its delivery and to minimize costs; and
- b. Diversifying assistance to meet the special needs of the various groups or categories of persons within the refugee population.

2.2 UNHCR considers that it has a particular obligation towards recognizing the needs of specific individuals and sub-groups of beneficiaries, each with its own characteristics and needs: refugee women, refugee children, refugees with special needs, urban refugees and returnees (see Section 1.3). We also need to:

- a. Understand the impact of the changes in circumstances that the refugees are facing;
- b. Know if traditional roles and responsibilities have changed, and if so, how; and
- c. Know what dynamics of change may be at work within the refugee communities.

#### **People-Oriented Planning**

2.3 Every society assigns certain roles and responsibilities to men and others to women. Almost everywhere, women are primarily responsible for caring for and raising children, and for household duties, such as food preparation, cleaning, family health care, etc. (although men may, in some places, share these roles).

2.4 In other areas of work, however, some societies are organized quite differently. For example, sometimes men are responsible for agricultural production while women carry out marketing and trading activities. In other societies, the reverse may be true. In some places, women are expected to perform only those tasks which can be done in the safety of their homes or nearby communities, and only men work and travel outside the home sphere. Knowing who does what is essential to targeting assistance projects appropriately.

2.5 Experience shows that when organizations undertake assistance initiatives, as when UNHCR

and its partners work with refugees, these efforts are more often successful when the differences in the roles of men and women are recognized and incorporated into the plan. Experience also shows that a failure to do so not only reduces overall programme/project efficiency and effectiveness but that such failure often results in disadvantaging women and girls relative to men and boys, and, in some cases, can result in their marginalisation and increased vulnerability.

2.6 It is therefore imperative that differences in the roles, responsibilities and resources of men and women are recognized, and that assistance plans take these differences into account. There are three questions that planners should answer before or in the process of designing any intervention:

- a. What are the important economic and social or political activities which people in this group do, and who (men, women, boys or girls) do which? Because activities take different amounts of time (which may vary in different settings) and they occur in different places, one should think about where, when and how long each activity takes.
- b. What resources do people (men, women, boys and girls) depend on to do their activities and how has becoming a refugee changed access to, and use of, resources by males/females? For example: If women have collected water and fuel previously, which are available in the refugee camp and can be obtained with less effort, they may have more time (a new "resource") available for other camp activities or for self-improvement.
- c. What factors explain the distribution of roles, responsibilities and resources among this group of refugees, and how should the project take these into account? For example: If a refugee population is composed primarily of women and children, roles formerly performed by men will either not be done, or will have to be assumed by women (or older children).

2.7 UNHCR and its implementing partners should always examine the differences in the roles, responsibilities and resources of refugee men and women, and how these have been changed by the refugee situation. This information will help planners to design and implement projects which accurately reflect refugee needs and resources and which promote, to the greatest extent possible, refugee participation and the possibilities for self-reliance.

2.8 To help planners develop a profile of the beneficiaries and use the information to design and implement effective assistance programmes, UNHCR has published a handbook called *People-Oriented Planning at Work—Using POP to Improve UNHCR Programming* and *A Frame-work for People Oriented Planning in Refugee Situations taking account of Women, Men and Children*, available from UNHCR in Geneva.

### **3. REFUGEE PARTICIPATION**

3.1 Refugee participation allows refugees to assume responsibility for managing their own lives and the life of their communities, rather than becoming dependent on outside help. It also ensures that the objectives of the assistance from which they may benefit are more easily attained, and makes maximum use of refugee resources. Refugee participation should be an integral and systematic part of all assistance programmes, and should involve both men and women refugees, beginning with the assessment and planning stages, and continuing throughout implementation and evaluation.

3.2 Examples of refugee participation include:

- a. Involving refugee partners in project design and implementation;
- b. Establishing refugee management committees in rural settlements;
- c. Promoting refugee community development mechanisms;
- d. Encouraging refugee self-help groups; or
- e. Providing refugees with leadership and skills training.

3.3 Plans should include a number of activities (e.g. labour in constructing refugee houses and latrines, unloading food from trucks, garbage collection) which are programmed but *not* budgeted. The budgeting of all needs will ultimately lead to dependency. Working through refugee committees and involving the refugees themselves are ways to ensure that the refugees recognize they have a contribution to make in maintaining their families and their communities. Particular efforts should be made to ensure the equal participation of women.

3.4 The attitude of the providers of the assistance is essential in determining the degree to which refugee participation is maximized in an assistance programme. When you have UNHCR staff members, government officials and implementing partners' staff who believe that refugee participation is beneficial (including appropriate self-management), effective and efficient, then refugee participation becomes a reality. When the perception is that the refugees are helpless, the refugee participation is usually nothing more than refugee labour.

### **Refugees' Willingness to Participate**

3.5 Having recognized the advantages of refugee participation, planners may still find it difficult to get the refugees to play a major role in assistance programming and activities. As a result of their displacement and their new circumstances, the normal social structure of their community has probably broken down and a new social order may be evolving. This may have a direct effect on the refugees' abilities to provide for themselves. Taking this factor into consideration, planners must determine if steps are necessary to support community development which, in time, will allow the refugees to assume a greater degree of self-management. It should never be forgotten that the refugees may also be traumatized by their recent experiences; this may have a direct impact on their ability to respond.

### **Local Government Concerns**

3.6 Encouraging refugee participation must involve local government authorities who may be reluctant initially to allow the refugees too much freedom to make their own decisions. The government may be unhappy about the presence of the refugees on its territory. It may resist allowing the refugees to work in the camp or settlement, preferring the employment of nationals which will have short-term financial benefits for the local community.

3.7 There may also be a fear that, if the refugees participate actively in providing for themselves, their self-sufficiency will negatively influence their willingness to return home when circumstances permit. However, UNHCR's experience clearly indicates that the advantages of refugee participation in all aspects of a refugee assistance programme far outweigh any negative aspects. Refugee participation is not an obstacle to durable solutions - in fact, the opposite is true.

### **Concerns of Implementing Partners**

3.8 In some instances, implementing partners have been reluctant to support more active refugee participation in the assistance activities from which they are benefiting. This usually occurs when an effort is made to introduce the concept of refugee participation after the emergency phase is over and the assistance programme has stabilized. Resistance tends to be tied to loss of jobs and responsibility. To avoid these concerns, refugees must participate from the earliest stages of a refugee emergency (see Chapter 6), because it will become much more difficult to introduce their participation at a later stage.

### **Opportunities for Refugee Participation**

3.9 From the earliest stages of an emergency to the phase out of a programme, the providers of assistance will make decisions about what assistance is needed and how it is to be delivered. The following simple questions can help guide this process and ensure that opportunities for refugee participation are maximized:

- a. Have the refugees been consulted about what problems they are having and what assistance is needed? If so, were they given the opportunity to propose solutions?
- b. Have age and gender considerations been taken into account, to maximize participation

from all segments of the beneficiary population, especially women and children?

- c. Is a refugee leadership structure in place, and is it working effectively?
- d. If the refugee leadership is not developed, can it be? If it is not effective, how can it be made so?
- e. To what extent can the assistance activities which are being planned be carried out by the refugees themselves?

#### **Key Areas for Refugee Participation**

- Needs and resources assessments (see Section 3.2)
- Refugee input into decision-making
- Establish refugee management groups
- Support to traditional leadership and coping mechanisms
- Hire refugee staff
- Structure refugee feedback mechanisms

#### **4. ENVIRONMENTAL CONCERNS**

4.1 In 1992, the United Nations Conference on Environment and Development drew attention to the continuing depletion of natural resources in developing countries and the requirements for environmentally sound development and environmental conservation. UNHCR and its implementing partners, with many operations in developing countries, must be sensitive to the environmental implications of refugee and returnee programmes.

#### **Refugees and the Environment**

##### Problem areas:

Deforestation  
Destruction of grassland/animal life  
Water/sanitation

##### Causes:

Use of wood for cooking/heating  
Use of wood, grass, etc. for shelter  
Spread of disease through sewage/waste water  
Poor agricultural practices  
Overgrazing, slash-and-burn, hunting

4.2 UNHCR's environmental policy relating to assistance activities requires planners to:

- a. Adopt an ecologically sensitive approach to refugee assistance by explicitly including environmental concerns in planning and implementation;
- b. Plan and implement refugee assistance in a way which addresses the physical and social needs of refugees, while avoiding a negative environmental impact in refugee-hosting areas; and
- c. Play a catalytic role in encouraging other agencies and institutions to address large-scale

environmental problems in refugee-hosting areas.

4.3 Specific issues which should be addressed include control of pollution, preservation of the natural environment, and minimizing the destruction of forest and vegetation resources around the refugee-hosting sites.

4.4 In addressing these and other environmental issues, UNHCR and its implementing partners should increase efforts to anticipate and prevent environmental hazards, rather than dealing with the consequences of prior neglect. To achieve this, the following measures should be considered:

- a. Environmental surveys and studies should be conducted during significant phases of refugee operations, particularly as an integral part of needs assessments (see Section 3.2);
- b. The selection and design of refugee sites should reflect identified environmental requirements, including the ability to sustain a given refugee population from an ecological point of view, prevailing environmental conditions for the refugees' health and well-being, and conservation of specially protected areas;
- c. Environment-oriented projects should be promoted, in consultation and cooperation with the national authorities of the host country, relevant bilateral agencies and international organizations;
- d. Technical and operational support for activities related to environmental activities should be provided;
- e. Environmental education; and
- f. As fuel collection and cooking are usually tasks assigned to women, it is important that women are included in any activities related to the efficient use of fuel resources.

**Environmentally Sound  
Measures Which Promote  
Environmental Conservation**

- Avoid large camps
- Provide shelter materials quickly
- Provide cooking fuel and facilities quickly
- Provide sanitation and waste disposal facilities
- Reforestation
- Local planting
- Awareness education

## **5. REFUGEE AID AND DEVELOPMENT**

5.1 The term "refugee aid and development" conveniently summarizes the range of concepts and initiatives that reflect the conviction that development initiatives can play a valuable role in addressing the situation of refugees/returnees, especially in underpinning the durable solutions of local settlement and voluntary repatriation. Projects described under the rubric "refugee aid and development" were first promoted by UNHCR in 1983, the first such initiative being in Pakistan where a pilot project was developed jointly by the Government of Pakistan, the World Bank and UNHCR.

5.2 Refugee aid and development initiatives are essentially developmental in nature, designed to benefit both refugees/returnees and the local population, and at the same time contribute to the overall development of the area where the refugees are, or to which they have returned. Refugee aid and development undertakings should, therefore, be consistent with, and ideally be part of, the national development plan of the country concerned. Especially in the case of voluntary repatriation movements,

the arguments are particularly persuasive that initiatives in favour of returnees and the area where they will be reintegrated be included in the national development plan.

5.3 Underlying this strategy are the following convictions:

- a. The primary responsibility for responding to needs posed by mass displacements of persons rests with the host government, as does the right to determine the nature and extent of external assistance, be it of a humanitarian or a developmental nature;
- b. Relevant UN organizations, together with other organizations (intergovernmental, governmental, non-governmental), should assist governments to address the problem of refugees, returnees and displaced persons; and
- c. The economic and social problems posed by mass movements involving refugees, returnees and displaced persons are invariably multi-sectoral and multi-faceted, and their solution would benefit from a UN system-wide contribution and, in particular, from a development-based approach.

5.4 In terms of procedures at the country level, the following should apply:

- a. UN country teams should act in a collaborative and fully participatory spirit and approach in assisting governments. This approach should reflect the responsibilities entrusted to the UN Resident Coordinator, as well as the primacy of the mandate of UNHCR in providing international protection and assistance to refugees and in seeking durable solutions to their problems.
- b. In contributing to the elaboration of national development plans, the UN Resident Coordinator and country-level partners must bear in mind the impact on such plans of any significant presence of refugees, returnees or displaced persons, and, when appropriate, encourage the inclusion of uprooted persons in programme components or in cross-programme strategies. The needs of uprooted persons should, where possible, be addressed through the central planning ministries and sectoral ministries.
- c. In making its contribution, the UN team should identify sectors, programme components and cross-programme strategies where inter-agency cooperation would be the most appropriate way to address the needs of uprooted persons.
- d. UN Resident Coordinators and their partners should assist governments upon request, with advice and assistance to mobilize resources and to integrate assistance from other donors more effectively, especially through the establishment of appropriate linkages and complementarities with other relevant programmes.

5.5 UNHCR's role in promoting refugee/returnee aid and development components in national development plans is primarily catalytic, by identifying suitable components and seeking the cooperation of development-oriented organizations to fund and implement such components.

## **6. SECTOR-ACTIVITY GUIDELINES**

6.1 The Sector-Activity Guidelines presented in Appendix A are used for planning UNHCR's protection and assistance programmes. They are the first two levels in UNHCR's financial coding structure (i.e. Sector, Activity), used for financial planning and reporting. While not intended as a comprehensive set of technical guidelines, the corresponding narratives for each Sector/Activity provide guidance for UNHCR and implementing partners to formulate project and sub-project plans and budgets (see Section 3.4).

## **7. STEPS IN PLANNING**

7.1 Sub-project planning is the process undertaken by an implementing partner to design a refugee

assistance operation. The approach used and recommended by UNHCR is based on *Management by Objectives* (see the table on the next page for an outline). It involves the determination of objectives and the adoption of courses of action (strategies) which aim to reach those objectives.

### **Awareness**

7.2 An awareness of the situation in which the planning is being done is essential. The needs and available resources of the refugees must first be assessed to clarify the current situation, including the demographic profile of the refugees and its impact on their needs and resources, with emphasis on refugee women. Likewise, the assessment must examine the needs and resources of the host government, the local population, UN agencies and other operational partners. This assessment should establish a clear, complete picture of the current situation and take into consideration the programming themes discussed earlier in this section.

### **Management by Objectives (MBO)**

1. Define **what** you want to achieve—your objective.
2. Define **how** you will achieve your objective— implementation methodology.
3. Define the **resources** you will need to achieve your objective using the defined methodology.
4. Define the **feedback** and **measures** you will use to determine your progress in implementation, and the extent to which you have achieved your objective.

### **Defining Objectives**

7.3 In the UNHCR context, an objective is a statement of desired result or specific accomplishment. In other words, given the current situation, what change(s) do we want to bring about to improve the situation of the refugees in working towards a suitable durable solution? The objective(s) for a UNHCR-funded sub-project must be consistent with UNHCR's stated objectives (see Section 3.3).

### **Developing Assumptions and Alternative Courses of Action**

7.4 There is normally more than one way in which to achieve an objective. Alternatives must be considered and analyzed, to select the most suitable course of action on which to base the sub-project plan.

7.5 Before a realistic plan can be formulated to attain defined objectives, certain assumptions and alternatives will have to be considered. Assumptions refer to factors which may limit the alternative courses of action which can be used to accomplish the objective. They may include constraints imposed by the host country's logistical capabilities, domestic and political considerations, the availability of other organizations to assist with implementation, and the potential of the refugees to help themselves. Failure to identify the assumptions pertinent to the sub-project may result in the selection of a course of action which is inappropriate for achieving the desired objective.

### **Formulating the Plan**

7.6 The plan explains how you will get from where you are - the current situation - to where you want to be - to achieve your objective. The plan should describe the methodology you intend to use to reach your objective, and the resources you will require. It should also provide the means for monitoring and controlling your progress towards the achievement of your objective, specifically what tasks are expected to be accomplished in what timeframe, and the indicators that can be used to measure your progress (see Section 3.3).

7.7 The feasibility of making short-term or long-term plans will vary according to a particular refugee

situation. Sub-projects normally involve short-term (one-year) plans which should, however, be linked to, and be consistent with, longer-term objectives and plans as stated in UNHCR's Country Operations Plan.

## **Section 3.2 - NEEDS AND RESOURCES ASSESSMENT**

### **1. BRIDGING THE GAP**

1.1 Given the size, frequency and complexity of today's refugee movements, a timely and comprehensive needs and resources assessment, including analysis of technical, economic and financial viability, is an essential pre-condition for an effective refugee operation. UNHCR normally conducts a needs and resources assessment when providing assistance to:

- a. Existing or new refugee camps, rural settlements and spontaneous settlements;
- b. Urban refugee individuals and families; and
- c. Repatriation operations.

1.2 A needs and resources assessment bridges the gap between the refugees' current situation and the project design. Within the project cycle, needs and resources assessments figure early, in the form of:

- a. Preliminary or initial assessments, generally carried out by UNHCR Field Offices with local technical inputs; and
- b. More thorough technical and operational assessments, jointly performed by field personnel and UNHCR technical specialists from Headquarters.

### **2. WHO SHOULD PARTICIPATE?**

2.1 UNHCR encourages the participation of its implementing partners, as well as the intended beneficiaries. Fundamental to a proper needs and resources assessment is the involvement, from the outset, of appropriate technical and local expertise, and the refugee community.

2.2 The involvement of the refugees themselves in assessing their resources and their needs is a prerequisite to a realistic and self-sustaining project. Areas in which to involve them include:

- a. The selection of a representative group within the refugee community (comprising both women and men for genuine representation of the actual composition of the refugee population) to assist with the overall assessment, planning and implementation of the project;
- b. Identification and use of the refugees' professional, technical and practical skills and resources during project implementation;
- c. Identification and development of self-help and community-based activities; and
- d. Development of plans of action and specific solutions for vulnerable refugee groups with special needs, such as single heads of households, children, the disabled and the elderly.

### **Technical Assessments**

2.3 Technical input at the earliest stage is crucial for any potential project activities under Sectors such as Water, Sanitation, Health/ Nutrition, Shelter/Other Infrastructure, Education, Crop Production, Livestock/Animal Husbandry, Fisheries, Forestry or Income Gene-ration (please refer to the

Sector/Activity Guidelines in Appendix A).

2.4 The Programme and Technical Support Section (PTSS) at Headquarters complements UNHCR field staff and field-based technical experts from the host government, other United Nations agencies and non-governmental organizations in conducting needs and resources assessments. Programme/project complexity and the availability of local expertise (agencies, consultants) are among the factors determining the nature and source(s) of technical expertise.

#### **Common Problems Associated with Assessments**

1. Failure to involve the refugees, especially women refugees.
2. Lack of an experienced and trained assessment team.
3. Lack of a multi-agency approach to assessment (government, UN, NGOs, refugees).
4. Lack of agreement on how to conduct an assessment (method, format, target population).
5. Poor assessment timing—too late.
6. Failure to obtain the most critical data.
7. Tendency to gather too much (useless) information.
8. Improper interpretation of the information collected.
9. Failure to disseminate the interpreted results.
10. Failure to use the results to adapt assistance activities.

### **3. ASSESSMENT METHODOLOGY**

3.1 Needs and resources assessments are an ongoing process - not something you do once or twice. To conduct a needs and resources assessment:

- a. Assess the situation and identify available resources:
- b. Examine problems and constraints from a variety of perspectives;
- c. Identify immediate and long-term needs to address problems, and set objectives (see Section 3.3);
- d. Determine the means for achieving objectives (inputs, activities, outputs);
- e. Establish required inputs (financial, material, technical, human); and
- f. Formulate the project, with defined implementation arrangements and budgetary requirements (see Section 3.4).

3.2 To identify needs and available resources:

- a. Conduct an overall assessment of the camp, settlement, spontaneous settlement, urban area or returnee area (for both identified needs and available resources);
- b. Collect and analyze information on government policies and standards regarding refugees,

as well as potential technical Sectors;

- c. Assess traditional practices of the refugees and host communities in all Sectors (e.g. food, water, health, sanitation, shelter);
- d. Conduct socio-economic studies and collect basic data about the refugees and the settlement area (including demographic data disaggregated by gender, social group characteristics, previous and present occupation, educational and skills background, economic opportunities, refugees with special needs, available resources and potential in the project area);
- e. Analyze the social infrastructure in the refugee area, such as health, education and other community facilities;
- f. Analyze the physical resources and facilities in the host area, both actual and potential (e.g. soil, water, site space);
- g. Identify problem areas, constraints and alternatives (e.g. transforming camps into settlements);
- h. Identify and appraise potential project resources, including specialist expertise in various sectors and capacity to be involved at all stages of the project cycle (government, UN agencies, non-governmental organizations, local nationals, and men and women refugees); and
- i. Identify additional requirements for technical input (for feasibility studies, surveys, etc.).

<b>OVERALL PICTURE OF REFUGEE SITUATION</b>	
(Do the analysis for situation in the country of origin, current refugee situation and planned situation.)	
<p><b>Refugee Profile</b></p> <p>Who are the refugees?            Location(s)?            Gender/age statistics?            Families/single heads/individuals?            Unaccompanied minors? Disabled?            General health status?</p>	<p><b>Context</b></p> <p>Religion?            Ethnicity/language?            Vocational/educational background?            Community/political power structures?            Economic situation (country of origin &amp; asylum)?            Political situation (country of origin &amp; asylum)?            National and local attitudes towards refugees?            Refugee attitudes towards nationals?            Physical environment/situation?</p>
<p><b>Analysis of Refugee Activities</b> (by gender and age)</p> <p>What did people do?            Who did what? (women, men)            When and for how long/how often did they do it?</p>	<p><b>Analysis of Refugee Use/ Control of Resources</b></p> <p>What resources were lost/brought?            Who had/has the resources?            Who controlled/controls the resources?</p>

3.3 Information gathering activities may include on-site inspection, surveys (checklists, questionnaires, other means of data collection) of individuals or households (random house sample or random cluster sample), and interviews with the refugee leaders and/or the whole population.

3.4 In conducting a needs and resources assessment, apply the programming themes outlined in

Section 3.1 and use the Sector-Activity Guidelines (see Appendix A) which identify essential parameters to develop sectoral plans of action as part of an overall UNHCR project.

3.5 Please refer to Section 3.3 and Section 3.4 to help you plan for success in meeting the refugees' needs.

## **Section 3.3 - SETTING OBJECTIVES**

### **1. INTRODUCTION**

1.1 The setting of objectives is vital to provide direction for UNHCR operations. Knowing where we want to go helps everyone involved to achieve the desired result. As with all aspects of the planning process, the setting of objectives should be a participatory exercise involving all partners in an operation. This includes governments, NGOs, other United Nations agencies, and, as appropriate, the beneficiaries. Agreeing on objectives at an early stage facilitates planning and helps to create a shared commitment to the operation's success.

1.2 Following a needs and resources assessment to determine the current refugee situation and available resources (see Section 3.2), planners must establish their objectives to define the changes to be implemented. Explaining our objectives at the outset enables us to rationalize the activities necessary to reach the stated goal and to demonstrate in the end that we have achieved that which we set out to accomplish. Clear objectives will also help to phase out an assistance programme (because it will be possible to determine if we have accomplished what we set out to do), and to interface more easily with other longer-term assistance and development programmes.

### **2. HIERARCHY OF UNHCR OBJECTIVES**

2.1 UNHCR has defined a hierarchy of objectives to indicate the levels at which programme and project planning occurs, and to show the interdependent relationship of these levels. The concept for the distinctions between levels is that the achievement of lower or mid-level objectives will contribute to the achievement of higher-level objectives. At the same time, higher-level objectives should provide clear guidance in determining whether planned activities and inputs at lower levels will result in the appropriate impact. The result is a hierarchy of levels at which complementary objectives can and should be set. Moreover, the levels are linked to time, with lower-level objectives being met in the short-term, mid-level objectives attainable in the medium-term, and higher-level objectives representing long-term goals.

2.2 The overall objectives of UNHCR, or *organizational goals*, have been established by the UN General Assembly, ECOSOC and EXCOM, and have evolved from UNHCR's mandate (see Section 1.1). These goals, to provide protection and assistance and to seek durable solutions, set the parameters for UNHCR operations.

2.3 In turn, UNHCR sets mid-level *programme objectives* to meet its organizational goals. Programme objectives are established for all units at Headquarters and all Field Offices. They are stated in the Country Operations Plans (see Section 2.3) which, after initial preparation, are updated on at least an annual basis.

2.4 *Project objectives* exist as a third level, together with *sub-project objectives*. Objectives set for a country/area programme are usually addressed through projects and sub-projects which are intended to benefit a specific refugee population. Sub-project objectives should always reflect part of the overall project objectives which, in turn, should always support the programme objectives stated in the Country Operations Plan.

2.5 Within the context of operational projects and sub-projects, the *Description of Assistance* provides a fourth level of objectives. These are the planned achievements and expected results for each Sector-Activity (see Appendix A).

2.6 The various levels of objectives should be inter-linked within a plan that works towards achieving UNHCR's overall organizational goals. Within a programme, the accomplishment of objectives at a lower

level should lead to and support the accomplishment of the higher-level objectives. The matrix below shows the different levels of objectives and how they are linked through their corresponding plans and reports to UNHCR's organizational goals.

### 3. FORMULATING EFFECTIVE OBJECTIVES

3.1 The setting of objectives in any UNHCR assistance programme is a crucial step in ensuring that the assistance provided is appropriate, timely and cost effective. The challenge of providing meaningful and effective assistance to beneficiaries in camps or communities in industrialized countries, or countries that are suffering from deep-rooted poverty, inadequate institutional capacity or an overall lack of resources, demands that the objective-setting process is carried out in a deliberate and consistent manner.

UNHCR Hierarchy of Objectives and Performance Reporting			
Level	Type of Objective	Plan	Performance Reporting
1	Organizational goals	UNHCR mandate	Reports to EXCOM, ECOSOC & UN General Assembly
2	Programme	Country Operations Plan	Country Operations Plan
3	Project	Project Description	Project Monitoring Report
	----- Sub-Project	----- Sub-Project Description	----- Sub-Project Monitoring Report
4	Sector-Activity	Description of Assistance (Planned Achievements/ Outputs)	Project/Sub-Project Monitoring Reports (Actual Achievements/ Outputs)

3.2 Effective objectives should have the following characteristics:

- a. **Specific:** Is the objective clear regarding what will be changed, who will be involved, how, by when and where?
- b. **Measurable:** Does the objective provide a target which can be measured on the basis of baseline data and established benchmarks? Does it state how many people (or what percentage of a population) will be reached? How much of a change (increase or decrease) is desired? Does the objective lend itself to the identification of performance indicators (see below) that provide a basis for gathering data for determining whether the objective is being achieved?
- c. **Area-Specific:** Does the objective clearly indicate the area or community to benefit from the assistance, and has this area or location been established as a priority by UNHCR?
- d. **Relevant:** Have the beneficiary communities or individuals been involved in the assessment and project formulation process, and are they committed to following up on

project/sub-project activities? Can community and beneficiary involvement be sustained throughout the duration of the project?

- e. **Time-Bound:** Does the objective indicate a period of time during which the objective will be accomplished?

To set effective objectives, determine:

- What do you want to achieve?
- How will you know, and measure, that you have achieved it?

#### 4. ACTIVITIES, TIMEFRAME AND INDICATORS

4.1 At the country or regional level, as part of UNHCR's overall strategy, programme objectives form the basis for project and sub-project level objectives within the country or regional programmes. These objectives, and the lower-level Sector-Activity objectives, serve to operationalize the country/regional programme objectives. They should be formulated in a way that all quantitative and measurable outputs of projects and sub-projects can be verified against a desired qualitative impact at the country or regional level. Inputs, activities and outputs at the Sector-Activity level should provide the means for achieving Sector-Activity objectives, contributing to the accomplishment of the project and sub-project objectives.

4.2 When programme, project and sub-project objectives are determined, we must, therefore, decide *how* we are going to do *what*, *when* and *with whom* (see Section 3.4). Objectives will tend to be vague and unattainable if these additional factors are not specified. Objectives must be quantifiable, through the establishment of key activities, a timeframe and specific indicators which will measure performance against the previously agreed plan.

4.3 Be careful not to confuse activities with objectives. Such confusion often means that the activity is viewed as an end in itself, and those involved lose sight of the reason (objective) for which they embarked on the activity in the first place. The distinction is:

- Objective: the end point that we are trying to reach;
- Activity: the means by which we can reach that end.

##### **Objective-setting at the country operations level: an example**

**Objective:** The voluntary repatriation of the remaining 10,000 refugees in XXX in safety and dignity to reception centres in YYY (their country of origin) between May and November.

##### **Key Activities:**

1. To transport 10,000 refugees between May and November to reception centres in their country of origin.
2. To distribute 2,000 assistance packages (one per repatriated family).

##### **Responsibility:**

1. UNHCR Field Office will identify returning refugees.
2. NGOs will provide assistance packages.
3. Government refugee department will organize reception centre.

4. Police will provide convoy escort.

**Key Decisions:**

Agreement of host country to open border crossing points.

**Constraints:**

1. Availability of fuel for convoy trucks.
2. Limited health and rest area facilities along convoy route.

**Timeframe:** May to November 1996.

**Performance Indicators:**

1. Number of refugees repatriated (families, women, men, children).
2. Number of assistance packages distributed.

## Performance Indicators

4.4 Having set project/sub-project objectives, the next step is to identify and select performance indicators which will provide the basis for determining whether progress is being achieved and objectives are being met. While the selection of indicators is a matter of experience, depending on the nature, objectives and expected impact of the project/sub-project, and the availability of relevant data, certain rules can be applied. Indicators should ideally be:

- a. **Reliable:** each indicator should refer to fact, rather than subjective impression, and be supported by evidence when monitoring reports are prepared;
- b. **Valid:** the indicators, either direct or indirect, should reflect the desired effect and enable accurate measurement of the changes and the objectives;
- c. **Specific:** measurable, to the extent possible;
- d. **Based on available data:** planners should determine from where verifiable data can be obtained in a cost-effective and reliable way. When possible, indicators should use data which are readily available or can be collected as part of project implementation;
- e. **Relevant:** to project/sub-project objectives;
- f. **Timely:** available as soon as possible after the collection and processing of the data;
- g. **Objective and verifiable:** measurements should not vary if undertaken by another party under similar circumstances;
- h. **Sensitive:** enough to monitor changes in the project/sub-project; and
- i. **Simple:** understandable by non-specialists, even if their determination relies on complex analytical tools.

4.5 Few indicators can, in reality, fulfil all these criteria. They should, however, indicate direction and magnitude, to assist comparisons over time or among different areas or groups of people at a given point in time. As far as possible, indicators should be divisible by gender and socio-economic categories in line with stated objectives.

4.6 Not all elements of a project/sub-project will allow simple and/or quantitative measurement by indicators - for example, the degree of participation by refugees or women in a project. Rather than

trying to translate a complex concept into a restrictive indicator, a descriptive statement might be used to provide an indication of the direction of change.

4.7 UNHCR has identified suitable indicators which correspond to the Sector-Activities in Appendix A. Implementing partners should consult with the UNHCR Field Office to determine appropriate indicators for the Sector-Activities which pertain to their sub-project objective and Description of Assistance.

### **Section 3.4 - WORKPLANNING AND BUDGETING**

#### **1. WORKPLANNING**

1.1 In planning, it is not enough to know where you want to go - your objective. You must also determine how and when you expect to get there, and the resources (human, material and financial) necessary - your workplan, which:

- a. Provides a framework for action;
- b. Sets a timetable for implementation; and
- c. Becomes a useful monitoring tool.

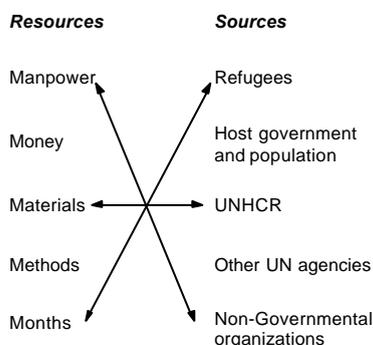
1.2 The first step in workplanning is to list all the activities necessary to achieve your planned objective. Where appropriate, tie each activity to the Sector-Activity guidelines in Appendix A. If necessary, activities can be broken down into tasks, to help you formulate the requirements more accurately.

1.3 Next, consider who will be responsible for completing each activity, how long it will take, and whether the activities can be undertaken concurrently or must be completed sequentially. Also identify what materials must be supplied to complete the activities, and when, and define related responsibilities assigned to organizations with whom you will be collaborating. Be sure to examine all the resources required to fulfil your objective, and their possible sources.

1.4 On completion of this analysis of requirements, the activities can be aggregated into a workplan which specifies their sequence and timing, associated responsibilities, all resource inputs (human, material and financial), and implementation procedures.

#### **NEEDS << RESOURCES >> SOURCES**

Where can you find the resources necessary to meet the refugee's needs?



1.5 A UNHCR Workplan provides an implementation schedule and establishes target dates which can be used to monitor progress. A workplan must, therefore, contain the following elements:

- a. The activities or tasks to be accomplished for all the FMIS Sector-Activities listed under "Description of Assistance" in the Project Description (see Section 3.5);
- b. The timeframe for each Sector- Activity, i.e. which months of the year, or which year; and
- c. Designation of who is responsible for carrying out the activity/task.

### **Workplanning Considerations**

1.6 In formulating workplans, ensure that implementation procedures are flexible, realistic and take into account local constraints. They should allow:

- a. Adequate lead time at the beginning to ensure smooth implementation, and adequate time to accomplish all the activities; and
- b. Compliance with UNHCR's reporting requirements, focusing on results rather than on inputs.

1.7 Depending on the nature and size of the project, implementation should be planned on a single or multi-year basis, with a budget for each calendar year (see below).

1.8 All those to whom responsibilities will be assigned in the project, including the beneficiaries, should be involved in the workplanning and all other phases of the project. Their agreement with the objectives, implementing strategy and workplan should be secured before the project is initiated so as to assure the long-term sustainability of the project.

### **Phase-Out**

1.9 Particularly in local settlement projects, a viable phase-out must be planned from the start, with a clearly stated handover strategy which answers the following questions:

- a. What will happen at the end of the project?
- b. Who will cover operation and maintenance costs?
- c. Will funds be generated locally, provided by local authorities, or through continuing external assistance?

1.10 Establish the involvement of the refugee community from the beginning, through income-generating projects or in-kind contributions (crop production, livestock, etc.), ensuring that refugee women are involved. Government line ministries, local non-governmental organizations and UN agencies should also be involved from the beginning, and post-handover responsibilities made clear.

## **2. SINGLE VS MULTI-YEAR PLANNING**

2.1 UNHCR has defined an annual Programme Management Cycle (see Section 2.3) because the nature of its activities often prevents long-term forecasting of programming and budgetary requirements.

2.2 In cases where the refugee caseload is not stable, it is usually possible to plan only one year at a time, and consequently to budget for only one year at a time. The majority of UNHCR projects are based on a one-year period, linked to the UNHCR financial year (i.e. calendar year). Some education projects, which are linked to the academic year, are exceptions. However, project submissions for all projects are required in September, as part of the annual Operational Planning Exercise (see Section 2.3).

2.3 Multi-year planning will usually apply to more stable situations leading to durable solutions, such as local settlement projects and some Sectors of care and maintenance projects which require

capital investment and an input over several years.

2.4 Detailed budgets for most projects are established on the basis of the calendar year. The annual UNHCR programme review, which takes place in October/November at Headquarters (see Section 2.3), examines revised budgets for the current year, proposed detailed budgets (revised) for the next year and initial budgets for the planning year.

2.5 UNHCR reviews all projects and sub-projects in the context of the country/area objectives. In the event that a project is designated for multi-year planning, the Field Office must submit a multi-year plan for the annual programming exercise to Headquarters in September, normally covering a minimum of three years (including the current year), to a maximum of five years. In addition to the annual project plan requirements (see Section 3.5), a multi-year plan includes:

- a. A concise multi-year project objective, showing the end result to be achieved and the planned number of beneficiaries;
- b. A planned project completion date;
- c. A multi-year workplan by Sector- Activity, showing when each Activity will be implemented and planned reporting periods; and
- d. An indicative budget and narrative justification for each year of the multi-year plan.

#### **UNHCR Criteria for Planning Multi-Year Projects**

1. Defined long-term objectives which require resource inputs over a number of years.
2. Stable caseload in a reasonably permanent location.
3. Related to the long-term country/area objectives and strategy defined in the Country Operations Plan (see Section 2.3).
4. Phased implementation, with a projected completion date and progress indicators.
5. Properly assessed for economic and financial viability.
6. Properly planned as concerns:
  - a. The absorption capacity (implementation, management and monitoring) of refugees, operational partners and the host country; and
  - b. Socio-economic and administrative constraints prevailing in the country or region (e.g. procurement procedures, customs clearance, transport constraints, institutional capacity, refugees' capabilities, marketing arrangements).

### **3. UNHCR BUDGET STRUCTURE**

3.1 UNHCR's general approach to budgeting in its assistance programmes can be described as a bottom-up, "line item" approach in which the costing of project activities begins with the detailed identification of needs. The UNHCR budget structure, found in the FMIS (see Section 2.1) uses standard accounting formats for budgeting - standard objects of expenditure organized in a hierarchical fashion. UNHCR has adopted this approach to encourage effective project control and to facilitate

recording of expenditures and analysis by UNHCR managers.

3.2 The FMIS budget structure is a standard framework used as a basis for all assistance activities under the General and Special Programmes. This common framework offers the following advantages in an automated system:

- Detailed and accurate budgeting, and
- Easy access to comparative data on types of assistance, beneficiaries, country and regional programmes.

3.3 The structural hierarchy in a UNHCR project budget is composed of the following components:

- Sector
- Sector-Activity
- Item
- Sub-Item

3.4 At the highest level of the UNHCR budget structure or hierarchy for a project are Sectors, followed by Activities, Items, and then Sub-Items which represent the actual objects of expenditure. To obtain approval, project and sub-project budgets must be submitted in the FMIS format.

#### **4. PROJECT BUDGETS**

4.1 UNHCR Headquarters does not prescribe a specific level of detail for projects, and the budget and accounting structure allows flexibility when developing budgets. However, UNHCR's system does lend itself to more detailed budgets, and there is an expectation that budgets will become more precise and more detailed over the life of the project.

4.2 The FMIS budget structure accommodates very specific budgeting, or planners may choose to aggregate unit costs at higher levels within the project. For example, for a project including the construction of primary schools, the Activity (Educational Facilities Construction) may be budgeted within the UNHCR FMIS as a single Sub-Item in which the calculation could be relatively simple, i.e. number of schools x the cost of the building construction contract (the cost of the school) = the total of the Sub-Item. The amount would be coded in the FMIS budget structure as:

**I.03.j.10070** where:

'I' = Education (Sector);  
'03' = Educational Facilities Construction (Sector-Activity);  
'j' = Services (Item); and  
'10070' = Building Construction Contract (Sub-Item)

OR

The same Activity could be budgeted according to the various materials and supplies needed for construction, such as roofing materials, timber, cement, electrical supplies, workshop supplies, etc., represented as separate Sub-Items.

4.3 The decision about how to budget for the Activity, and the level of detail, is made by the UNHCR Field Office and the implementing partner, based on of the circumstances in the particular situation. However, when Headquarters decides that budgeting has not been carried out in sufficient detail, or there is a lack of confidence in a project submission, UNHCR Field Offices and implementing partners will be requested to rework their project submission and budgets in greater detail.

4.4 Budgets are often sources of difficulty and dissent between UNHCR and its implementing partners. Disagreements usually result from insufficient budget detail or submissions which are difficult to translate into the UNHCR budget format. To work effectively together, UNHCR Field Offices and

implementing partners should hold joint preliminary meetings to identify budgetary requirements (both form and content) and plan the budget.

4.5 When UNHCR Headquarters reviews project budget submissions, a number of particular items of expenditure are examined more closely. One of the most important of these is the administrative costs within the project (see below). UNHCR also expects implementing partners to avoid budgeting lump sums for salaries and staff costs - this Sub-Item should be calculated on the basis of specific positions. In the same way, significant expenditures for infrastructure will also be scrutinized.

4.6 UNHCR's implementing partners should ensure that costing of assistance activities is accurate, and that the best possible value for money is achieved. In addition, and as mentioned above, UNHCR expects that, during the life of an operation, budgeting will become more detailed and accurate.

4.7 The assessment of need and application of standards in the local context is the key. For implementing partners, the budgets submitted to UNHCR should be the result of careful assessment of needs and resources and accurate costing of sub-project inputs and activities. This approach will enhance your credibility with UNHCR, and the likelihood that the proposed budget you submit will be fully funded by UNHCR.

#### **Factors Affecting Budget Preparation**

For UNHCR and an implementing partner to agree on the level of detail, format and content of a budget, consider:

1. Likelihood of revision of the project due to changes in circumstances.
2. Implementing partner's experience in carrying out similar activities.
3. Degree of mutual confidence—probably based on past experience working together.
4. Accounting/bookkeeping system of the implementing partner.
5. Ease with which implementing partner can record commitments and expenditures in UNHCR format.

## **5. POLICY ON SUPPORT COSTS AND ADMINISTRATIVE OVERHEADS**

5.1 In accord with the principle of partnership, UNHCR looks to implementing partners to contribute resources that they themselves raise to UNHCR's refugee programmes. UNHCR believes that implementing partners should also develop the capacity to meet the support costs associated with their implementation with UNHCR funds and, in particular, their headquarters support costs. UNHCR's approach to support costs has been formulated not only in view of the already heavy burden on UNHCR voluntary funds, but also in the belief that NGOs should avoid financial dependence on UNHCR as much as possible. UNHCR recognises, however, that certain types of support costs could be a legitimate charge on UNHCR voluntary funds. The paragraphs below explain how this policy is applied.

5.2 **Support costs** are defined as those necessarily incurred in supporting and managing an activity. As such they are different from **operational costs** which are those of the activity itself. Support costs are often incurred at several locations, ranging from the activity site, through in-country and regional offices, to an international NGO's headquarters. The types of support costs range from those that are clearly and directly attributable to supporting the activity (e.g. administrative personnel, travel and communications costs wholly dedicated to the activity) to those less clearly or directly attributable to the activity, and which for that reason are often determined *pro rata* (e.g. shared office and utilities, common accounting and financial services). Some costs, or even a *pro rata* share of them, are

clearly not support costs in this context, e.g. those related to an NGO's advocacy activities, fund raising and external relations. It should be noted that personnel may be either an operational or a support cost. Generally, the closer the personnel are to the activity site(s), the more likely they are to be an operational cost.

5.3 UNHCR's flexibility in covering support costs depends on the level of a partner's contribution to a project and the nature of the partner: more flexibility may be appropriate for local NGOs than for those based outside the country. The more an NGO contributes to the particular partnership, the greater will be UNHCR's flexibility in covering such costs. The lower an NGO contribution (defined as an input which would otherwise be an appropriate charge on UNHCR funds), the more likely it is that UNHCR would seek other partners or consider the implementation relationship on a contractual rather than a partnership basis.

5.4 As regards support costs incurred in- country or regionally, these should be budgeted under the appropriate FMIS Sector-Activity. Overhead multipliers, percentages or margins are not acceptable. Support costs should not be budgeted as an "unspecified" Sub-Item; they should be defined in detail and be justified. On the basis of the information available, it should be possible to establish an itemized budget which details precisely what support costs can reasonably be covered by UNHCR and which such costs should be met by the implementing partner. If insufficient information is available, consultations with UNHCR Headquarters are required.

5.5 UNHCR's policy as concerns contributions to the **headquarters support costs** of international NGOs has recently been reviewed. Endorsement of this policy is currently being sought from the Executive Committee and will thereafter be the subject of an executive directive (and amendment of this section in due course). The proposed policy has the following elements. UNHCR will, on request from an NGO, participate in bearing such costs on the basis of a standard percentage (currently eight per cent) of all funds provided by UNHCR, with the exception of funds provided for activities that do not entail headquarters support costs, e.g. procurement. In cases where the actual audited percentage of that NGO's headquarters support costs is lower than the standard percentage, the lower figure is applied. The UNHCR contribution to headquarters support costs must not exceed the actual support costs incurred in respect of implementation with UNHCR funds. An NGO must, in order to qualify for such support, contribute to the programme concerned an amount at least sufficient to offset UNHCR's total contribution to all support costs. The timeframe over which an NGO contribution will be taken into account is the current and previous calendar years. The geographical scope within which an NGO contribution will qualify for consideration is that of a UNHCR regional programme, where such exists or, otherwise, of an entire country programme.

#### **Budgeting Guidelines**

1. Calculate and submit all budgets in the currency of implementation.
2. Use current unit costs, with no projections made for possible inflation.
3. Use current population figures when determining quantities, unless adequate justification can be presented for using a higher or lower figure.
4. Account for inputs from others when presenting budgetary needs, e.g. host government, UN agencies, non-governmental organizations, refugees. Identify these inputs under the heading of "Related Inputs/Projects" in the Project Description (see Section 3.5).
5. Do *not* include unspecified support costs or administrative overheads in the budget.

6. Do *not* include a "contingency reserve" in the budget.

### **Section 3.5 - PROJECT AND SUB-PROJECT DOCUMENTATION**

#### **1. UNHCR PROJECTS**

1.1 A UNHCR project includes all the assistance of the same type, financed from the same fund, provided to a specified group of refugees, and identified as follows:

- a. **Fund:** Under the General Programmes, this is either Annual Programme (AP) or Emergency Fund (EF). Under Special Programmes, this could be a Trust Fund (TF) or a Special Operation (e.g. AR for Afghanistan Repatriation); see Section 2.2.
- b. **Assistance Type:** There are five types of assistance for operational projects (see Section 2.1):  

EM	Emergency
CM	Care and Maintenance
RP	Voluntary Repatriation
LS	Local Settlement
RE	Resettlement
- c. **Assisted Refugee Population:** Usually the refugees will be from the same ethnic group, but the term is not necessarily limited to a single ethnic, national, religious, political or other group.

1.2 UNHCR project documents define the background, objectives, justification, planned achievements, anticipated costs and workplan for a project. They comprise the following three major components (referred to as annexes):

- Annex A: Project Description,
- Annex B: Budget, and
- Annex C: Workplan.

1.3 For technical activities planned with a value exceeding US\$ 200,000, Field Office documentation must also include:

- a. Activity profile, explaining the rationale for the activity, a description of the area to be covered and the target population/beneficiaries, and a clear statement of Sectoral objectives and performance indicators;
- b. Feasibility study, stating clearly the rationale for the project, its technical components and feasibility, its sustainability (financial and social) within the local context, the project benefits expected, the impact on the environment, the impact on women refugees, the implementing, monitoring and coordinating mechanisms proposed, and the related budgetary requirements; and
- c. Any other supporting documents related to the project, such as maps, technical and socio-economic survey reports, or labour market studies.

1.4 UNHCR Field Offices must ensure that proposals for UNHCR-funded projects:

- a. Are linked to the Country Operations Plan and directed towards durable solutions;
- b. Are coordinated with the host government, based on an official request and agreed method

of implementation;

- c. Are prepared in close consultation with the likely implementing partner(s);
- d. Do not duplicate planned assistance from other sources.

## **Project Submissions**

1.5 During the lifespan of a project with a duration of one year, project submissions to Headquarters are required as part of the Annual Operational Planning Exercise (see Section 2.3) as follows:

- a. Each September, revised submissions for next year and initial submissions for the planning year; and
- b. At any time, when a revision is required during the implementation period of a current-year project.

### To illustrate:

Proposed 1998 projects would be prepared and submitted initially in September 1996, with a revised project submission in September 1997 and, if approved, any current year project revisions as they are required during 1998.

## **2. SUB-PROJECT DOCUMENTATION**

2.1 A Letter of Instruction (LOI - see Section 4.1) may provide for the implementation of all or part of a project to be delegated to one or more implementing partners, in which case UNHCR establishes one or more sub-project(s). Sub-projects are an integral part of a project.

2.2 Within a project, a sub-project is that part to be undertaken by one implementing partner (or UNHCR organizational unit) in a single currency of implementation.

2.3 When submitting proposals for the implementation of sub-projects, implementing partners must include the elements described in the following paragraphs:

- a. **Sub-Project Description**, which includes details under the following headings:

Sub-Project Objective/Overview: The development of a sub-project objective should result from a needs and resources assessment (see Section 3.2), and a decision concerning which needs will be addressed by the implementing partner and/or by UNHCR. The objective should be clearly stated and quantified, wherever possible, by showing precisely the situation that is expected to prevail at the end of the sub-project (see Section 3.3).

Description of Beneficiaries: Based on the needs and resources assessment, this description should provide concise basic demographic data, including the number of intended beneficiaries relevant to the sub-project and to the participation of refugees in it. Data should include an estimated breakdown by age and by gender. See Section 3.2 and the (Sub-) Project Review Checklist below.

Related Inputs/Projects: Non-UNHCR funded inputs and/or related projects for the beneficiaries, which may include inputs from the implementing partner, initiatives undertaken by the government, WFP food aid, significant in-kind contributions from refugees, etc. Related UNHCR projects should *not* be listed. Be concise, but be sure to convey the full range of assistance being provided to the refugees/ beneficiaries.

Description of Assistance: Must conform to the Sector-Activity level of the FMIS budget structure (see Section 3.4). The codes must correspond exactly to those appearing in the Budget (see below), in alphabetical and numerical sequence (e.g. A.21, A.22, B.21), and

each Sector-Activity in the Budget must have an Activity Description, which is a concise statement of planned achievements and expected output for the Activity in measurable terms.

**Note:** Sector-level objectives should not be included; however, in planning multi-sectoral operations it may be helpful to define objectives at the sub-project, Sector, and Sector-Activity levels to ensure that input and activities will lead to the desired output, outcomes, and impact. The performance indicators/means of verification to be used should be specified in the description but should not be repeated in separate paragraphs. The number of beneficiaries of the activity should only be indicated where this differs from the Description of Beneficiaries above (e.g. under the Education Sector, Activities may be planned for different groups of beneficiaries - the number in each group should be indicated here).

- b. **Budget**, as developed in consultation with the UNHCR Field Office and according to the guidelines in Section 3.4. Sub-project Budgets serve as a management tool to ensure that required inputs have been properly identified, and as a means of calculating the cost of proposed activities and measuring the rate of implementation (one method, among others).
- c. **Workplan**, which may cover one or several years, according to the nature of the sub-project. It provides a schedule for implementation of the sub-project, and establishes milestones which can be used to monitor progress (see Section 3.4). A Workplan enables planners to highlight critical points in the project implementation process which require special project management and monitoring. These points will relate directly to crucial activities (e.g. the delivery of food, the completion of road repairs, the distribution of shelter materials) which could determine the success or failure of the overall project.

### 3. (SUB-) PROJECT REVIEW CHECKLIST

The (Sub-) Project Review Checklist on the next pages should help to ensure that all aspects of the project/sub-project planning process have been given due consideration. While all the criteria may not apply to all projects/sub-projects, a good Project Description and Budget should be understood by any reader.

#### (SUB-) PROJECT REVIEW CHECKLIST

##### Overall Considerations:

- | Project documentation is based on needs and resource assessment.
- | Feasibility studies addressing feasibility, sustainability, impact on women, the environment, etc., within the local context, were undertaken for sectoral activities with significant technical inputs.
- | Sub-project is linked to the project which, in turn, is linked to the Country Operations Plan.
- | Project has been coordinated with the host government, based on an official request and an agreed method of implementation.
- | Close coordination in project preparation between UNHCR, implementing partner(s), beneficiaries, others with assigned responsibilities.
- | Project does not duplicate assistance from other sources.
- | Project complies with UNHCR policy on refugee women.

**Project/Sub-Project Objective:**

- | Clearly stated.
- | Quantified, to the extent possible.
- | Describes end result (the situation expected to prevail at the end of the project, i.e. durable solution).
- | Includes date by which result will be achieved.
- | Includes number and origin of refugees to be assisted.

**Description of Beneficiaries:**

- | Provides concise demographic data.
- | States country of origin of refugees.
- | States date of arrival in country of asylum.
- | Ethnic background.
- | Includes breakdown of population by age and gender.
- | Includes data on vulnerable groups (e.g. unaccompanied children, disabled, single headed households).
- | Includes average family size.
- | Includes information on job skills/previous occupation.
- | Provides location of beneficiaries in country of asylum, settlement or return (size of site populations, average household size, type of site, e.g. refugee centres, settlements, etc.).
- | Includes current living conditions in terms of nutrition, housing, access to employment, land, education, etc.
- | Includes situation of refugees with specific needs.
- | Includes relevant details on refugee management/leadership structures.
- | Includes legal status in the country of asylum.

**Related Inputs/Projects:**

- | Non-UNHCR funded inputs and/or related projects of concern to the beneficiaries are described (e.g. government inputs, WFP food aid, WHO assistance, significant in-kind contributions)
- | Description provides a full picture of the assistance being provided to the beneficiary population.

**Description of Assistance:**

- | Sector-Activity codes are correct.

- | All Sector-Activities are described.
- | Significant financial inputs are described.
- | Provides a concise statement of planned achievements and expected outputs in measurable terms.
- | Includes performance indicators (specifications/standards and means of verification).

**Workplan:**

- | Establishes timeframe for implementation of key activities.
- | Identifies critical points in project implementation process.

**Budget:**

- | Sub-items represent specific objects of expenditure.
- | Lump sums are avoided.
- | Calculation lines facilitate project monitoring and control.
- | Current unit costs are used, with no projections for inflation.
- | Current population figures are used in calculating the budget.
- | No provision for a contingency reserve.

## **Chapter 4 - PROJECT MANAGEMENT AND IMPLEMENTATION**

### ***Chapter Overview***

This chapter describes the various documents used to delegate implementing authority, both within UNHCR and to its implementing partners. The contents of implementing agreements are explained, with reference to the applicable appendices to this Handbook which include standard clauses and clause-by-clause explanations, and the need to include a (Sub-) Project Description, Budget and Workplan in the various types of implementing instruments. Separate sections are devoted to procurement and assets/non-expendable property, each of which requires additional explanation to clarify UNHCR's policies.

### ***Section 4.1 - UNHCR IMPLEMENTING AUTHORITIES AND INSTRUMENTS***

#### **1. INTRODUCTION**

1.1 The basic unit for organizing UNHCR assistance within an individual country programme is a project, which is defined by the type of assistance, the source of funding, the project's location, and the specific refugee group for whom the assistance is being provided. That part of a project being implemented by a single implementing partner (or UNHCR organizational unit) in a single currency is called a sub-project (see Section 2.1).

1.2 Implementing partners are usually specialized government departments or agencies, other members of the UN system, non-governmental or intergovernmental organizations, and sometimes private firms. Direct implementation by UNHCR occurs only under certain circumstances (see Section

1.5).

1.3 Project implementation authority is delegated in the first instance internally within UNHCR to a Headquarters unit or to a UNHCR Representative in a Field Office. Based on the internal delegation of authority, implementing agreements for sub-projects are then issued and signed with UNHCR's implementing partners.

1.4 The legal basis for the delegation of the implementation of assistance projects in UNHCR is embodied in **implementing instruments**, which define the conditions governing project implementation, and provide authority for the obligation of funds. This section explains the different types of implementing instruments, and their particular use in UNHCR.

## **2. INTERNAL DELEGATION OF IMPLEMENTING AUTHORITY**

### **Letter of Instruction (LOI)**

2.1 For most UNHCR projects today, the implementing instrument used internally is a Letter of Instruction (LOI). An LOI is the means by which UNHCR Headquarters delegates project implementation authority to a UNHCR Field Office (or Headquarters organizational unit). The LOI authorizes the UNHCR Representative to implement projects directly, and/or to enter into implementing agreements with implementing partners. The LOI defines the purpose, objectives, duration and modalities of implementation of a project, and the maximum amount of funds to be made available. LOI obligations are always expressed in US dollars.

2.2 Under the Annual Programme (see Section 2.2), LOIs are initially established following the annual meeting of EXCOM in October, at which the General Programmes are approved. Obligation levels for implementing instruments are finalized following the November Pledging Conference, the success of which determines the initial obligation plan for the coming year. These LOIs should reach Field Offices before January 1.

2.3 Under Special Programmes (see Section 2.2), LOIs are only issued once funds have been received as a result of the issuance of an appeal.

2.4 Project implementation can only begin after the implementing instrument has been signed and issued. For implementing partners, this fact is most significant. Delays in the issue of LOIs may result in delays in planned implementation, and delays in the payment of instalments. UNHCR administrative procedures have been streamlined in recent years to avoid such delays, but problems do sometimes occur, usually due to incomplete project proposals or submissions (see below, and Section 3.5).

2.5 To avoid these problems, UNHCR Field Office staff and implementing partners must confer at the beginning of the project planning exercise, to reach agreement on the planning parameters, format, level of detail required, and timing of project/sub-project submissions (see Chapter 3, Planning).

### **Emergency Letter of Instruction (ELOI)**

2.6 The purpose of an ELOI (usually sent via telecommunications means) is to give a UNHCR Representative in a country where an emergency situation is rapidly evolving the immediate authority to incur expenditures. An ELOI is an internal delegation of authority from Headquarters to a UNHCR field operation. It also enables the UNHCR Representative in the country where the emergency is evolving to enter into agreements for project implementation with implementing partners. The ELOI is not intended to cover the whole emergency operation, but to permit a rapid response to immediate needs, pending the formulation of an assistance project based on a more detailed needs and resources assessment. A standard format is included in the UNHCR *Handbook for Emergencies*.

### **Contents of an LOI/ELOI**

2.7 Letters of Instruction include the following information:

- a. Summary data: project title, relevant financial information and reporting requirements;
- b. Reference to the Governing Clauses included in the *UNHCR Manual* (concerning, for example, amount obligated, exchange rate fluctuations, budget variations, project duration, changed circumstances, preparation of payment vouchers, terms of sub-agreements and remittances) and the applicable Annexes to the LOI/ELOI listed below; and
- c. Annexes, which are Annex A - Project Description (LOI, not ELOI), Annex B - Budget (LOI/ELOI), and Annex C - Workplan (LOI, not ELOI).

#### **Common Reasons for Delays in Issuing LOIs**

1. Sub-project submitted in a format difficult to convert into UNHCR project format.
2. Insufficient detail in description of project beneficiaries.
3. Insufficient detail in describing activities and planned achievements.
4. Budget submitted in insufficient detail.
5. Significant financial inputs in the Budget are not described in the project narrative.
6. Insufficient detail in description of implementation procedures, particularly coordination and monitoring.

### **3. IMPLEMENTING AGREEMENTS**

3.1 In the past, most implementing agreements were signed at UNHCR Headquarters in Geneva, between the responsible Regional Bureau and the implementing partner - these were, and continue to be, called **agreements**.

3.2 To improve the effectiveness and efficiency of the Programme Management System, the decision was made to delegate implementing authority (using a Letter of Instruction) to UNHCR Representatives in the areas where the assistance activities are carried out - the field. Implementing agreements signed in the field are called **sub-agreements**, to distinguish them from Headquarters agreements. Today, most implementing agreements are signed in the field, i.e. they are sub-agreements; the Headquarters agreement is used much less frequently, and is now considered the exception.

#### **Agreement**

3.3 A Headquarters agreement is rarely used, but continues to be an option when there is only one implementing partner for a project, and the agreement is established between the respective Headquarters Regional Bureau and the implementing partner.

3.4 An **Exchange of Letters** is a simplified type of Headquarters agreement, which is usually chosen when the implementing partner is another UN Agency. Signed by a Certifying Officer at Headquarters, it has the same binding force as a Headquarters agreement.

#### **Sub-Agreement**

3.5 A sub-agreement is established under the authority of a Letter of Instruction (LOI/ELOI) and represents the delegation of authority for implementation of a sub-project from a UNHCR Field Office to an implementing partner. It is signed by the addressee of the Letter of Instruction (usually the UNHCR Representative or his/her designate) and the implementing partner. When project implementation will

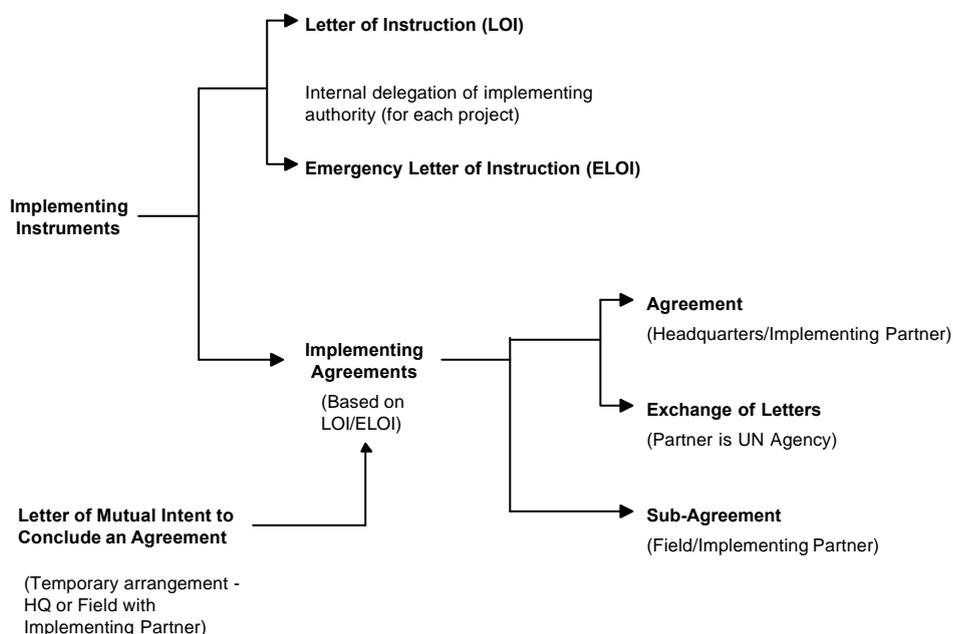
be undertaken by several implementing partners, separate sub-agreements are required for each partner.

3.6 Sub-agreements must always comply strictly with the terms of the Letter of Instruction, and with the *Financial Rules for Voluntary Funds Administered by the High Commissioner*. The conclusion of a sub-agreement allows the transfer of instalments to implementing partners without further authorization from UNHCR Headquarters. Amounts obligated and remittances made are in the currency of the Budget attached to the sub-agreement.

3.7 A sub-agreement is, in essence, a 'contract' between UNHCR and the implementing partner. It differs from a contract in a commercial sense because of the funding arrangements. Every sub-agreement signed by UNHCR contains a clause covering UNHCR's responsibility for funding the sub-project which includes the phrase, "subject to the availability of funds". When UNHCR enters into a sub-agreement, it expects that sufficient funds will be raised to meet the total sub-project requirements. But because UNHCR is almost completely dependent on voluntary contributions, there is no guarantee that it will always be able to fund the entirety of the requirements; the shortfall may, in some cases, have to be covered by the implementing partner. Hence, UNHCR is unable to commit unconditionally to providing the total funding shown in the sub-agreement.

### Letter of Mutual Intent to Conclude an Agreement

3.8 In situations of exceptional urgency, an interim Letter of Mutual Intent to Conclude an Agreement may be signed with an implementing partner in order to begin a sub-project immediately. This letter is *not* an implementing instrument, but a temporary arrangement, pending the preparation of a detailed budget and of a formal agreement/sub-agreement. A format is proposed in the UNHCR *Handbook for Emergencies*. In rare instances, a Letter of Mutual Intent to Conclude an Agreement has been signed at UNHCR Headquarters.



## 4. IMPLEMENTING AGREEMENTS: TERMS AND CONDITIONS

4.1 Sub-agreements and Headquarters agreements have the same terms and conditions, with additional Governing Clauses in a sub-agreement applicable to a government or governmental partner.

4.2 Appendix B includes the standard format and all clauses, both mandatory and optional, for an agreement/sub-agreement, with a full explanation of each clause. Each agreement/sub-agreement contains:

- a. The applicable Governing Clauses (see Appendix B1) which, as of 1997, will be included in agreements/sub-agreements by reference only, and the Preamble and Basic (Sub-) Project Data (see Appendix B2);
- b. Three Annexes: Annex A - Project Description, Annex B - Budget, and Annex C - Workplan.

4.3 In addition to the Preamble and Basic (Sub-) Project Data, the mandatory Governing Clauses define:

- a. The general responsibilities of each party to the agreement/sub-agreement (e.g. participation, arrangements for importation, rate of exchange, measures to enlist the participation of others);
- b. Implementation responsibilities (e.g. use of funds, budgetary transfers, payments to beneficiaries, refund of unspent balances, liquidation period, maintenance of financial and project records, inspection and audit, and financial, statistical and narrative reporting requirements); and
- c. Other provisions (e.g. confidentiality, changed circumstances, project identification and duration, administrative costs, a "force majeure" clause and provision for arbitration).

4.4 The Governing Clauses concerning the general responsibilities of each party are mandatory. These, of course, include the responsibilities of the High Commissioner in every case. The applicability of the clauses on the general responsibilities of the government or the general responsibilities of the agency depends upon the nature of the agreement/sub-agreement:

- a. In a **Bipartite Sub-Agreement** between UNHCR and a non-governmental organization, the clauses on the general responsibilities of the government do not apply,
- b. In a **Bipartite Sub-Agreement** between UNHCR and a department of the host government, the clauses on the general responsibilities of the agency do not apply,
- c. In a **Tripartite Sub-Agreement**, where the implementing partner is a non-governmental organization and the host government is a third signatory of the sub-agreement, all clauses (government, agency and UNHCR responsibilities) apply.

<b>Summary of Annexes for Implementing Instruments</b>			
<b>Type of Implementing Instrument</b>	<b>Project Description</b>	<b>Budget Level</b>	<b>Workplan</b>
Letter of Instruction (LOI)	yes	Sub-Item	yes
Emergency Letter of Instruction (ELOI)	no	Sector	no
Headquarters Agreement	yes	Sub-Item	yes
Exchange of Letters	yes	Sub-Item	yes
Sub-Agreement	yes	Sub-Item	yes

## **Implementation in More Than One Currency**

4.5 Each sub-project can be valued in only one currency. If a partner is implementing in two currencies (e.g. local currency for local expenditures and US dollars for international purchasing), two sub-projects are required, each with its corresponding Budget (in one currency). The Budgets for both sub-projects are attached to only one sub-agreement, with one Sub-Project Description.

For example:

When two currencies are involved, two sub-project codes are required, as follows:

96/AP/RUR/CM/200(a)  
code for local expenditures sub-project

96/AP/RUR/CM/200(a\$)  
code for US dollar purchases sub-project

4.6 When two related sub-projects (for implementation in two currencies as above) are attached to one sub-agreement, only one Sub-Project Description is necessary. However, all the Sector-Activities must be described under the "Description of Assistance", regardless of the Sub-Project Budget in which they appear. The project symbol used to identify the sub-agreement in the above example would be: 96/AP/RUR/CM/200(a).

## **Instalment Plan**

4.7 An instalment plan is outlined in the sub-agreement for each Sub-Project Budget, as agreed between UNHCR and the implementing partner. The plan should reflect the planned rate of implementation. The minimum number of instalments should be four while, for large sub-projects, they may be monthly.

4.8 Instalments are normally paid to implementing partners by the UNHCR Field Office (see Section 5.3). However, in certain situations (e.g. when a sub-agreement signed by the Field Office requires a transfer of US dollars or other convertible currency to an implementing partner for purchases and/or payments to be made outside the country of implementation), an instalment may be paid by UNHCR Headquarters to an implementing partner on behalf of the Field Office, provided that a written request has been sent to Headquarters from the Field Office, specifying the currency of transfer and the appropriate sub-project code for that currency.

## **Section 4.2 - PROCUREMENT**

### **1. PRINCIPLES AND RESPONSIBILITIES**

1.1 The implementation of assistance projects may entail the procurement of goods and/or services by UNHCR itself or, within the context of a (sub-) agreement, by an implementing partner. The (Sub-) Project Description attached to the (sub-) agreement will specify the responsibility for procurement.

1.2 In principle, all international procurement of goods for a project is undertaken by the UNHCR Supply and Transport Section (STS) in Geneva, while all local procurement is undertaken by one or several implementing partners. UNHCR Field Offices normally only procure locally when implementing a project directly, in emergency situations, for cost/effectiveness reasons or when an implementing partner is not in a position to do so. As a rule, project vehicles, computing, telecommunications and security equipment are purchased, when required, by STS.

1.3 Implementing partners delegated responsibility for procurement are bound by the terms of the Governing Clauses on procurement (see Appendix B1), which are part of the applicable (sub-) agreement.

1.4 Regardless of who undertakes procurement, the provision of goods and/or services and the significance of this activity towards the success of the project must be reported in Sub-Project Monitoring Reports (SPMRs) submitted periodically by the implementing partner (see Section 5.2).

1.5 To meet the material and other needs of refugees, the following basic principles should apply to the procurement of goods and/or services:

- a. Goods and services supplied should be of the requisite type and quality, available within the time required and at the lowest possible cost;
- b. Simplicity and economy should be exercised in all sourcing and delivery operations, consistent with equitable practices which can withstand the test of public scrutiny; and
- c. All personnel concerned with the procurement of goods and/or services for a refugee assistance programme should support and promote competitive bidding, using the broadest possible base of potential suppliers.

## **2. PURCHASING PLANS**

2.1 The first step towards successful procurement is the clear identification of needs. Errors or omissions at this stage can have major implications later if purchased goods/services arrive too soon or too late, the quantities supplied are too few or too many, or they are inappropriate for their intended purpose. When planning for specific needs, ensure that:

- a. All materials, quantities and services necessary to achieve defined project/sub-project objectives have been identified and justified;
- b. Specifications are stated in sufficient detail to ensure that the goods/services supplied will be suitable for their intended purpose;
- c. Packaging and labelling, where required, are appropriate for local handling;
- d. Requested delivery schedules can be realistically achieved, so that the goods/services are provided when and where they are needed; and
- e. Accurate costs, based on current prices (including freight, insurance, inspection, etc.) are established for budgeting purposes, to avoid delays caused when budgetary revisions are necessary.

2.2 As soon as possible, implementing partners, in consultation with the responsible UNHCR Field Office, should establish a Purchasing Plan for the goods and/or services required. The Purchasing Plan should identify all the goods and/or services necessary to complete the planned (and approved) activities, as outlined in the (Sub-) Project Description. Purchasing Plans should become an integral part of your sub-project workplan (see Section 3.4).

2.3 For each item required, the Purchasing Plan should include, as appropriate, detailed specifications, instructions for packaging and labelling, clear units of measure and the date needed in the field. Based on the potential source of the goods/services (local, regional or international suppliers), ensure that sufficient lead time is allowed for the purchasing/tendering process, manufacturing, international transportation, port clearance and internal transportation to the location where they will be needed.

2.4 Annual Purchasing Plans for STS international procurement are submitted by the Field Office before the beginning of the project year. In an emergency, STS can often supply needed items quickly, from UNHCR stockpiles or by diversion from other UNHCR projects (see Chapter 6, Refugee Emergencies). Local or regional purchasing by the UNHCR Field Office or an implementing partner may also be planned.

### 3. SPECIFICATIONS

3.1 Supplies purchased for refugees include shelter materials (e.g. tents, tarpaulins and prefabricated warehouses), water supply and water treatment equipment, drugs and medical supplies and equipment, blankets, cloth, household utensils, educational/vocational materials and equipment, agricultural tools and seeds. When planning for these and other project needs, detailed specifications will ensure that the supplier will understand the request clearly.

3.2 To assure the quality and reliability of needed materials and equipment, plan to purchase locally known (and serviced) brand names whenever possible. Prescribe detailed specifications for generic goods, and consider requesting samples or engaging pre-shipping inspection services to confirm that the goods supplied meet the stated specifications.

3.3 Standard specifications are available for many refugee supplies. STS provides a listing of *Most Frequently Purchased Items* (updated periodically and available from the Field Office), with international unit prices and, in some cases, lead times. Consult the UNHCR Field Office for other sources of standard specifications, which include:

- *UNHCR Handbook for Emergencies*, for emergency items that may be required on short notice;
- *UNICEF/UNIPAC Warehouse Catalogue*, published by UNICEF in Copenhagen, for medical equipment, teaching aids and various tools;
- *IAPSO Field Motor Vehicle Standards Catalogue*, published semi-annually, listing most vehicles recommended for project and official use;
- *IAPSO Office Equipment Catalogue*; and
- *IAPSO Power Generators Catalogue*.

3.4 The Programme and Technical Support Section (PTSS) at UNHCR Headquarters must be consulted *in all cases* when procurement needs include special relief items such as chemicals (e.g. pesticides, drugs/medicines/ vaccines, fertilizers, water treatment reagents) or specialized equipment (e.g. laboratory, medical/ surgical, water supply, sanitation, agricultural).

#### **Commercial (or Services) Contracts**

3.5 Project implementation in certain Sectors (e.g. Transport, Water, Shelter) may require technical advice from private or commercial enterprises, particularly for the construction of camp infrastructure or other engineering activities, or to implement certain parts of a project/sub-project. To acquire the necessary expertise, a contract for services must be established.

3.6 Whether UNHCR or an implementing partner will sign the contract, PTSS at Headquarters must review the conceptual and actual designs of structures and amenities to be built, and review the design and tender documents, *before* the actual contract documents are signed. Furthermore, any and all contractors must be selected on the basis of competitive bidding (see below), which should result in an all-inclusive contract price, with terms being agreed for defined services and/or for an end product.

3.7 The UNHCR Field Office can provide guidelines to be used in evaluating and selecting a contractor, and in drafting a contract. The guidelines describe the principles which apply to each step of the contracting process, to protect the interests of the implementing partner and UNHCR. They also list the mandatory clauses, and explain the requirements for each part of the contract, to enable the essential issues to be covered during the negotiating and drafting process. Implementing partners should follow these guidelines when they sub-contract services for which they have assumed responsibility under a sub-agreement.

### 4. PROCUREMENT BY UNHCR

4.1 The applicable UNHCR purchasing procedures for Field Offices vary according to the US dollar value of the goods and/or services as follows:

- a. **Less than US\$ 2,500:** a Purchase Order may be issued without recourse to formal tender, provided that funds are available and that at least three informal offers or prices have been considered, and the best offer has been selected;
- b. **US\$ 2,500 to US\$ 5,000:** same as above, but a written record of the quotations and the reasons for the selection must be kept;
- c. **US\$ 5,000 to US\$ 50,000:** a Purchase Order may be issued, provided that funds are available and that the selection is based on a comparison of at least three competitive offers obtained in response to a *formal* Quotation Request. The reasons for selection must be recorded in writing;
- d. **US\$ 50,000 to US\$ 100,000:** a Purchase Order may be issued only with the agreement of another Purchasing Officer (in STS), or after a Field Office Purchasing Committee (of at least three members, none of whom is directly responsible for bid comparison/ purchasing) has consolidated the requirements, overseen the tendering process and selected the most suitable supplier, based on the comparison of quotations submitted to them; and
- e. **US\$ 100,000 or more**, per single order or series of related orders: a Purchase Order may be issued only after a submission (showing the comparison of a minimum of *four* quotations, recommended supplier and reasons) has been sent to and approved by the UNHCR Committee on Contracts at Headquarters (except when Headquarters has authorized the establishment of a Local Committee on Contracts).

4.2 Where several implementing partners in the field require similar supplies for a refugee assistance programme, the UNHCR Representative may consider including staff of the implementing partners on the Purchasing Committee.

## 5. PROCUREMENT BY IMPLEMENTING PARTNERS

5.1 When procuring goods and/or services, implementing partners must apply the procedures and controls indicated in the relevant Governing Clauses for UNHCR Agreements (see Appendix B1). These procedures and controls must provide an open, competitive, qualitative and accountable process to obtain goods and/or services which meet project requirements at the lowest available cost.

### Guidelines for Competitive Bidding

1. Prepare a **formal** Quotation Request: complete, accurate information, identifying the originator (UNHCR or implementing partner) and the individual supplier, providing full specifications, shipping requirements (if any), timeframe and any other requirements, and requesting the supplier to quote total value, currency for payment, payment terms and cost breakdown.
2. Invite selected suppliers (usually four, and as many as eight) to submit quotations by a specified date and time (hour)—the deadline for receiving bids. Allow a reasonable time for them to respond (about two weeks, for normal requirements).
3. Stipulate the exact location where the offers will be received, in signed and sealed envelopes, marked with the Quotation Request number.
4. Keep all quotations received sealed, and under lock and key, until the bid

deadline has expired (i.e. no further quotations will be accepted).

5. Open all sealed quotations before a witness, and both initial all the opened bids.
6. Prepare a written comparison of all quotations received to select the best offer (which meets all requirements requested at the best price, i.e. best value for the least cost).

5.2 Insofar as possible, the procurement practices of implementing partners should be consistent with those of UNHCR. They must conform to the following:

- a. Detailed specifications for the required goods and/or services must be prepared. Specifications for supplies, food aid and other material assistance to be imported under the sub-project should comply with the standards and norms prevailing in the recipient country;
- b. Selection of suppliers should safeguard the principle of awarding contracts on the basis of competitive bidding. Whenever feasible, contracts should be awarded only after the invitation for and assessment of at least three competitive quotations/bids;
- c. Any exceptions to competitive bidding (e.g. availability from only a sole supplier) should be justified in writing;
- d. Evaluation and comparison of bids must include the recording of the criteria and the deciding factors which have led to the award of the contract to the selected supplier;
- e. International procurement arrangements must be on C.I.P. terms, by surface or air freight up to the final destination or, as a minimum, to the port of disembarkation. The arrival schedule, in one or several consignments, must be agreed with UNHCR;
- f. Verification that delivery has been satisfactorily concluded must be evidenced by shipping, inspection and receiving documents, and by compliance with the specifications and warranties agreed with the supplier;
- g. Insurance claims for damaged goods must be lodged within the specified time following delivery, with the relevant insurance company and according to the terms and conditions in the relevant insurance policy; and
- h. Final payments to suppliers, insurance companies, and shipping and handling agents must be conditional upon the fulfillment of their contractual obligations. Advance payments are normally not acceptable.

5.3 Implementing partners in the field should maintain a list of potential local or regional suppliers, with supporting information files. Identify potential suppliers from local telephone directories, trade directories, the local Chamber of Commerce, the government ministry responsible for commercial affairs, or by referral from other international organizations.

#### **Evaluation Criteria: Supplier Selection**

In evaluating and/or selecting a contractor, either for the purpose of requesting a quotation or after its receipt, the following criteria should be used (modified for locally prevailing circumstances):

1. **Company Profile:** companies should provide information about themselves (which can be retained on a roster or sourcing file), including full name and address, legal status, key contact names, size, turnover, annual sales, number of

affiliates (if any), length of time in business, area(s) of expertise, product information, banking details.

2. **Acceptability to the Host Government:** if an individual, partnership, corporation or other organization is not registered to trade in the host country, care must be taken to ensure that the supplier will be able to operate in that country.

3. **Past Performance:** a review of the performance of the supplier in previously providing comparable goods/services, including references.

4. **Viability and Financial Status:** an assessment of the supplier's capitalization, turnover, profitability and credit-worthiness, if information is available, to ensure that it has not overstated its potential or over-extended its financial base.

5.4 All contracts for the procurement of goods and/or services should ensure exemption from, or reimbursement of, all customs duties, levies and direct taxes on goods and services, supplies or any other articles imported or domestically purchased.

5.5 Implementing partners are expected to maintain comprehensive records of all Purchase Orders and commercial contracts entered into, including all supporting documentation (Quotation Request, bid comparison, Purchase Order/contract, inspection certificates, shipping and insurance documents, payment vouchers, insurance claims, as appropriate and applicable).

5.6 Implementing partners may refer to the UNHCR *Supplies and Food Aid Field Handbook* for useful information about the identification of needs, procurement, transportation, delivery (receipt and field logistics), storage and warehousing, and distribution and reporting requirements.

### **Section 4.3 - ASSET MANAGEMENT/NON-EXPENDABLE PROPERTY**

#### **1. WHAT IS NON-EXPENDABLE PROPERTY?**

1.1 The type and nature of assets/non-expendable property (NEP) varies considerably from place to place, and from project to project. Most commonly, assets are items of equipment or property which are purchased as a means of assisting the beneficiaries of UNHCR projects, or as a means of delivering the assistance. Assets could be vehicles, prefabricated warehouses, camp offices or office equipment.

1.2 Hence, UNHCR defines assets or non- expendable property (NEP) as:

"Any item of property with a serviceable life of at least three years, including vehicles and boats, agricultural machinery and plant, fixtures and fittings and all types of equipment and furniture, as well as physical structures with a current value of at least US\$ 10,000, or the equivalent in local currency at the United Nations official rate of exchange, and a serviceable life of at least ten years."

1.3 This definition covers all assets purchased or otherwise acquired under a UNHCR assistance project.

#### **2. MANAGEMENT OF ASSETS/NEP**

2.1 The value of assets/NEP and their potential continued usefulness require UNHCR to assess and determine their disposition once the project for which they were acquired has been completed. A key factor is whether the NEP is movable and, therefore, redeployable for use under other UNHCR or related projects. For each item of NEP, this factor must be considered at the outset, to permit UNHCR to decide whether:

- a. To transfer the ownership of the asset/NEP to the implementing partner, or
- b. To retain ownership, giving the implementing partner only the right of use of the assets/NEP.

**Note:** UNHCR used to make a distinction between right of use, possession and ownership of NEP; as of 1996, these categories are being reduced to only two; right of use and ownership.

2.2 **Right of use** means the assets/NEP are given to an implementing partner for specific project purposes, and for a defined period of time, usually concurrent with the duration of the project. UNHCR retains ownership because the assets/NEP are considered redeployable at some future time.

2.3 **Ownership** of assets/NEP may be transferred to an implementing partner when:

- a. No current or future redeployment of the assets is possible, planned or envisaged. The assets are or have become an integral part of the project's inventory. For example: a physical structure, such as a borehole, would be transferred to the implementing partner on completion of construction;
- b. The residual value of the assets/NEP is such that its redeployment is no longer a cost-effective option. For example: ownership of a vehicle may be transferred at the end of a project, once it has been determined that there is no potential for, or cost-benefit from, its redeployment; or
- c. The outright transfer of ownership is in the best interests of the project.

### 3. UNHCR ASSETS/NEP POLICY IMPLEMENTATION

3.1 Only the right of use can be assigned in a (sub-) agreement, under the provisions of the relevant Governing Clauses on the "Use of Assets/Non-Expendable Property" (see Appendix B1). These clauses become an integral part of the (sub-) agreement when NEP is foreseen as part of the (sub-) project implementation and its use is given to an implementing partner for the purposes specified in the (sub-) agreement. In such cases, implementing partners sign the UNHCR "Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets" (see Appendix D1).

3.2 The transfer of ownership of property at the end of a project to the implementing partner is governed by a separate agreement. The relevant Governing Clauses on the "Ownership of Assets/Non-Expendable Property" (see Appendix B1) provide for the separate agreement. Appendix D2 provides a model agreement that UNHCR Field Offices may use to structure such an agreement to transfer ownership of assets/NEP to an implementing partner. Until such time as this separate agreement is signed, the implementing partner retains only the right of use of the assets/NEP.

3.3 All UNHCR-funded assets/NEP acquired under a current or prior year assistance project, and used or owned by the implementing partner, must be recorded on an inventory form provided by UNHCR. Note: until 1995, this was the UNHCR Inventory of Non-Expendable Property (Form HCR/AST/650). With the introduction of new software, this form will gradually be replaced by a computer-generated inventory.

3.4 When ownership of assets/NEP remains vested in UNHCR, the Field Office maintains its own records, and follows specified internal procedures concerning inventories and disposition.

3.5 UNHCR-owned assets/NEP must be turned over to UNHCR on completion of the (sub-) project under which they were assigned to the implementing partner (see Section 5.5).

## Chapter 5 - MONITORING, REPORTING AND EVALUATION

### *Chapter Overview*

This chapter describes the activities required to implement and conclude a (sub-) project successfully. Both UNHCR and its implementing partners are responsible for monitoring the implementation phase to ensure timely, effective and appropriate assistance to the beneficiaries. As lead agency in refugee situations, UNHCR coordinates all refugee assistance activities. Implementing partners must submit quarterly and final Sub-Project Monitoring Reports to UNHCR, to report actual achievements against planned objectives. Accounting records that implementing partners are required to maintain, and the process of instalment payments are explained, as well as the use of Supplementary Agreements in the event that a revision to the terms of the (sub-) agreement is necessary. The requirements to close the project records on completion, and the provisions for audit and evaluation are also included in this chapter.

## **Section 5.1 - PROJECT MONITORING AND COORDINATION**

### **1. WHY DOES UNHCR MONITOR IMPLEMENTATION?**

1.1 During the implementation phase, monitoring measures progress towards the achievement of the planned objective(s). Monitoring project activities enhances the effectiveness of performance. Monitoring provides management with one means to control project activities and maximize outcomes for refugees. Monitoring also provides feedback which allows management to undertake timely corrective measures and improve operational plans.

1.2 Monitoring should not be confused with project evaluation which assesses the continuing relevance, effectiveness, efficiency and impact of a project against its objectives (see Section 5.7), or audit which investigates compliance with pre-defined standards and procedures (see Section 5.6).

#### **Monitoring:**

The ongoing review and control of the implementation of a project (and all its sub-projects) to ensure that inputs, work schedules and agreed activities are proceeding according to plans and budgetary requirements.

1.3 Implementation is the phase of the project in which the assistance to the beneficiaries is actually provided, in accordance with the stated objectives, the Workplan and the Budget. UNHCR has a responsibility to ensure that:

- a. The assistance provided is directed, wherever feasible, towards durable solutions;
- b. The overall principles guiding the assistance are scrupulously observed, concerning the type of assistance and the refugees (see Chapter 1); and
- c. Progress is monitored regularly, and timely corrective action is taken when necessary.

1.4 Monitoring is a tool for reporting, analyzing data, facilitating decision-making and, if necessary, re-orienting project objectives. Project monitoring by UNHCR is required for all projects, and includes both financial monitoring and performance monitoring, to ensure that:

- a. The assistance project for the refugees, provided by the expenditure of UNHCR funds, has a positive impact on the well-being of the refugees;
- b. Implementation is in accordance with the Project Description and the Workplan; and
- c. Financial expenditures are in accordance with the approved Budget.

<b>UNHCR Monitoring Techniques</b>	
Gather Quantitative Data	Regular meetings and visits Watch activities
Provide Qualitative Analysis	Talk to the refugees (both men and women) Surveys
Propose Corrective Action, When Necessary	Gather information and opinions from many sources Measure performance indicators Analyze reports

## **2. UNHCR MONITORING ACTIVITIES**

2.1 Monitoring progress during project implementation can only be accomplished satisfactorily if:

- a. Objectives are properly developed, and stated in a clearly defined and quantifiable way (see Section 3.3); and
- b. Appropriate indicators are formulated to measure progress at the Sector and Sector-Activity level.

**Note:** both the (sub-) project objectives and indicators may be modified, depending on the progress of the (sub-) project and the results of the monitoring process.

2.2 Monitoring activities are conducted at various levels by:

- a. Partners, themselves, who are implementing sub-projects within a project;
- b. UNHCR Field Office personnel;
- c. UNHCR Headquarters personnel (from the Bureau/Desk, the Programme and Technical Support Section - PTSS, the Programme Coordination and Budget Section - PCBS, the Finance and Project Control Section - FPCS); and
- d. Joint UNHCR and implementing partner assessments.

2.3 Monitoring requires direct observation and inspection of the implementing partner's operations, during spot visits to administrative offices and project sites.

2.4 Monitoring mechanisms, which specify the country, project and sub-project objective(s), include the Country Operations Plan, the project submission and the (sub-) project (sub-) agreement with attached (Sub-) Project Description, Workplan and Budget. Properly prepared Workplans highlight critical activities which will lead to the success (or the failure, if not properly implemented) of the project implementation phase. In addition, the following may be reviewed and analyzed to compare planned and actual achievements:

- a. Periodic Sub-Project Monitoring Reports (SPMRs, see Section 5.2);
- b. Financial and other supplementary records (see Section 5.3) and documentation relevant to the project; and

c. Implementing partners' financial and accounting procedures.

2.5 (Sub-) project monitoring, control and reporting provisions are set out in the terms and conditions of the relevant implementing agreements. The Governing Clauses for (sub-) project (sub-) agreements specify record keeping and reporting requirements and the time limits for report submission to UNHCR. These clauses also give UNHCR personnel, or any other persons authorized by UNHCR, the right to visit implementing partners and project sites, and to inspect any of the (sub-) project records (see Appendix B1).

2.6 For each (sub-) project, UNHCR Field Offices maintain a separate file in which all correspondence with the implementing partner is kept, together with a copy of the (sub-) agreement, any supplementary agreements (see Section 5.4), SPMRs, other reporting forms (e.g. for Health or Education), and the Final SPMR.

### **3. LEAD AGENCY COORDINATION**

3.1 As the UN-designated lead agency in dealing with refugee situations, UNHCR facilitates the successful delivery of assistance through coordination of the total refugee assistance programme in a country or region (see Section 1.5). At the earliest opportunity, UNHCR brings together all the partners involved in assisting a particular group of refugees: representatives of the government(s) concerned, UNHCR Field Office project personnel, implementing partners and other self-funded operational partners. It should also be noted that, in large-scale or particularly complex humanitarian operations, the Department of Humanitarian Assistance (DHA) plays an important coordinating and catalytic role.

3.2 Coordination of assistance activities enhances communication among the concerned partners, to help provide timely, appropriate, cost-effective assistance to the beneficiaries, through the application of consistent standards, without duplication of effort, using effective management practices at all stages of the programme. UNHCR relies on the cooperation of its operational and implementing partners to plan, monitor, control, report on and assess refugee programmes and projects, and to ensure effective management of the financial, material and human resources used to seek and achieve durable solutions for refugees.

#### **Keys to Effective Coordination and Cooperation**

- Clear definition of roles and responsibilities
- Regular meetings at both the site and central levels: inter - agency, partner - agency, sectoral
- Ongoing routine contact
- Compatible communications equipment
- Joint, participatory planning
- Joint assessment and monitoring missions

## **Section 5.2 - SUB-PROJECT MONITORING REPORTS (SPMRs)**

### **1. REPORTING REQUIREMENTS**

1.1 Implementing partners must submit periodic Sub-Project Monitoring Reports (SPMRs) to the UNHCR Field Office, to report actual achievements against planned achievements, as described in the Sub-Project Description and the Budget attached to the relevant sub-project sub-agreement. SPMRs

are required for *all* (sub-) agreements signed with implementing partners. Reporting requirements are specified in the Basic (Sub-) Project Data in the applicable (sub-) agreement.

1.2 The periodic SPMR is divided into two parts:

- a. Financial Monitoring Report (Part 1), required whenever an instalment is requested (see Section 5.3), or at least quarterly and on completion of the sub-project; and
- b. Narrative Performance Monitoring Report (Part 2), required semi-annually and on completion of the sub-project.

1.3 Where two sub-project Budgets (for a partner implementing in two currencies) have been attached to one Sub-Project Description in one sub-agreement, two separate Financial SPMRs-Part 1 are required for reporting against the two sub-project Budgets. However, only one Performance SPMR-Part 2 is required. This arrangement ensures that the reports submitted correspond to the Description of Assistance in the Sub-Project Description.

1.4 Exceptionally (see Section 4.1), agreements with implementing partners may be signed at UNHCR Headquarters; these are subject to the same reporting requirements as sub-agreements signed by the Field Office. SPMRs are submitted to the appropriate Field Office for project consolidation and internal reporting purposes.

## **2. FINANCIAL MONITORING REPORT (SPMR-PART 1)**

2.1 When the sub-agreement is signed, an initial SPMR-Part 1 is provided to the implementing partner, either as an attachment to the sub-agreement or with the cheque for the first instalment. The initial SPMR-Part 1 is a print-out of the approved Budget for each budget line, at the detail level selected (in most cases, this will be at the Sub-Item level).

2.2 The implementing partner must complete the disbursement and commitment information on the SPMR-Part 1, summarize and certify the data, and forward it to the UNHCR Field Office, as follows:

- a. Whenever an instalment is requested, i.e. when the balance of cash on hand from previous instalments is reduced to 30 per cent or less of the previous instalment; and
- b. Quarterly (March, June, September, December), on the dates specified in the table on the next page.

2.3 The Field Office verifies the information, updates the on-line sub-project data and prints out a new SPMR-Part 1 which is sent to the implementing partner, to be completed for the next Report.

2.4 If a sub-project terminates on 31 December and is liquidated by 31 January, the December SPMR-Part 1 can be replaced by the Final SPMR-Part 1 (see below).

## **3. PERFORMANCE MONITORING REPORT (SPMR-PART 2)**

3.1 This Report explains the meaning of the financial information provided in Part 1, and must be at the Sector-Activity level. In the Report, the implementing partner measures its performance against the previously agreed plan described in the Sub-Project Description.

3.2 In typed or word processed format, the SPMR-Part 2 should identify the sub-project symbol, sub-project start and end dates, the implementing partner and the reporting period. Using each Sector-Activity in the Description of Assistance in the Sub-Project Description attached to the sub-agreement as headings, the Report must include a narrative description of performance (progress, achievements, impact, problems, solutions, as appropriate), for each.

3.3 The SPMR-Part 2 is submitted to the UNHCR Field Office semi-annually (June and December), on the dates specified in the table below. If a sub-project terminates on 31 December and is liquidated by 31 January, the December SPMR-Part 2 can be replaced by the Final SPMR-Part 2 (see below).

SPMR Submission Schedule		
Type of Report	Period Ending	Date Due
SPMR-Part 1	March 31	April 10
SPMR-Parts 1 & 2	June 30	July 21
SPMR-Part 1	September 30	October 10
SPMR-Parts 1 & 2	December 31	February 15
Final SPMR-Parts 1 & 2	Two weeks after the final liquidation date of obligations	

#### 4. FINAL SPMR-PARTS 1 AND 2

4.1 The complete Final SPMR-Parts 1 and 2 must be submitted to the UNHCR Field Office within two weeks after the final date for liquidation of obligations.

4.2 The Final SPMR-Part 1 reports all disbursements in the period from the start of the sub-project to the final date for liquidation of obligations.

4.3 The Final SPMR-Part 2, covering the period from the start of the sub-project to the termination date, must be presented as a typewritten or word processed narrative report, using the following headings:

- a. **Sub-Project Objective/Overview:** state the project objective(s) and provide a concise review of progress achieved in meeting the planned objectives;
- b. **Description of Beneficiaries:** show the actual number of beneficiaries assisted against the planned number;
- c. **Implementation Procedures:** provide a brief explanation to indicate if procedures were implemented according to plan, and any modifications made during the course of the sub-project;
- d. **Related Inputs/Projects:** describe any other inputs for the same beneficiaries which were not funded by UNHCR; and
- e. **Description of Assistance:** for each Sector-Activity included in the Sub-Project Description, provide an explanation of actual achievements against planned, using the performance indicators in the Sub-Project Description. Where the Sector-Activity was not (or only partially) met, identify reasons for delays or failures. Note any corrective action taken. Specify details and impact of any activities for refugee women and children. Provide any relevant information about lessons learned during implementation.

4.4 On the following pages is a worksheet which can be used as a guide in preparing the SPMR Part 2. The worksheet poses questions based on the final SPMR but it can be easily adapted for the mid-year PMR due in July.

#### Project Reporting and Evaluation Worksheet

**Project Objective/Overview:**

- | What progress has been achieved in meeting the overall objective of the project or sub-project?
- | Was the overall objective appropriate and relevant?
- | What progress was achieved in terms of durable solutions for the project beneficiaries?

**Description of Beneficiaries:**

- | Is the actual number of beneficiaries the same as the planned number?
- | Has the demographic profile of the beneficiaries remained consistent throughout the project duration?
- | What important lessons have been learned about the composition, profile, culture, daily activities, resources, etc. of the beneficiaries during project implementation that should be taken into account in future assistance activities in order to better target assistance and ensure good value for money?

**Implementation Procedures:**

- | Have the implementation procedures been according to plan? If not, what changes have taken place and why?
- | Has project coordination been satisfactory? If not, what were the problems? Why did they occur? How can they be avoided in the future?
- | What lessons have been learned about how best to implement this type of project during implementation that can be applied elsewhere?

**Related Inputs/Projects:**

- | Were any additional Inputs/Projects not foreseen provided to the project beneficiaries? If so, what impact did they have on the project?

**Description of Assistance (For each Sector-Activity):**

- | What has actually been achieved during the project implementation period and how does it compare with planned achievements?
- | If actual achievements were different from planned achievements, what caused the delay or failure?
- | Were the performance indicators and means of verification appropriate and relevant to the sector-activity's planned achievements? Was information systematically gathered to measure the ongoing progress in project implementation? If not, what lessons have been learned that can be applied to future projects of this type?
- | Were the activities an appropriate and efficient means for meeting the planned achievements and the sector (if relevant) and project objectives? If not, how were they adapted during the course of project implementation? What lessons have been learned regarding activities/means of achieving objectives that can be applied to future projects?
- | Was the implementation timely and in accordance with established workplans? If not, what caused the delay and can such delays be avoided in the future?
- | What extraordinary steps, if any, were taken during project implementation to ensure achievement of objectives?
- | How was the project monitored and controlled and, on the basis of these, was corrective action taken?
- | What was the impact of this sector-activity on women? On children? On other categories of beneficiaries with special needs?

**Workplans:**

- | Were workplans established on at least a project and sector-activity basis and were schedules adhered to? Did the workplans facilitate project implementation? What lessons have been learned about the planning and implementation of the project that can be applied to other projects of this type?

## **Overall Project/Sub-Project Evaluation/Impact:**

Was the project a success? What is the likely long-term impact? Is it sustainable? What overall lessons have been learned?

## **Section 5.3 - SUB-PROJECT ACCOUNTING AND PAYMENT OF INSTALMENTS**

### **1. INTRODUCTION**

1.1 UNHCR is accountable to its donors and the UN General Assembly for the funds entrusted to it to provide protection and assistance, and to seek durable solutions, for refugees. To fulfil this obligation and to comply with the *Financial Regulations and Rules of the United Nations* and the *Financial Rules for Voluntary Funds Administered by the High Commissioner*, UNHCR requires specific financial accountability on the part of its implementing partners.

1.2 As explained in Sub-Section 3.4.5, the provision of funding is often a component of partnership. Implementing partners are expected to make a contribution of their own when undertaking a UNHCR-funded project. This contribution may be in the form of money, specialized expertise, or other material resources.

### **2. INSTALMENT PLANS AND PAYMENTS**

2.1 For each (sub-) project Budget, the implementing partner should propose an instalment plan for inclusion in the (sub-) project (sub-) agreement. The instalment plan indicates the cashflow requirements to implement the (sub-) project during the course of the year.

2.2 Common practice has been to request four equal instalments, paid by the UNHCR Field Office when the (sub-) agreement is signed (first instalment), and on submission of the three subsequent quarterly Sub-Project Monitoring Reports (SPMR-Part 1, see Section 5.2). Note that an instalment is not normally paid unless disbursements and commitments reported on the SPMR-Part 1 demonstrate that cash on hand has been reduced to less than 30 per cent of the last instalment and implementation to date has been satisfactory.

2.3 The instalment plan can request more or less frequent payments. In larger (sub-) projects, more frequent instalments may be requested, e.g. monthly. Circumstances may suggest that instalments are only necessary semi-annually. In every case, a SPMR-Part 1 must be submitted each time an instalment is requested.

2.4 With UNHCR's agreement, the implementing partner's proposed instalment plan is incorporated as the Indicative Cash Requirements in the Basic Sub-Project Data in the applicable (sub-) project (sub-) agreement (see Appendix B2).

2.5 The UNHCR Field Office uses the instalment plan to forecast internal cash requirements, and to request funds from Headquarters to be able to make the payments when necessary. Because most project funding comes from UNHCR's donors, it should be remembered that projects may be suspended due to a lack of available funds.

### **3. FINANCIAL ACCOUNTING: IMPLEMENTING PARTNERS**

3.1 The minimum requirements for financial accounting and record keeping by UNHCR's implementing partners are specified in the relevant Governing Clauses for UNHCR Agreements (see Appendix B1). Provision is also made to allow UNHCR to audit the implementing partner's accounts.

3.2 UNHCR prefers its implementing partners to maintain a separate bank account to record and control the funds received from UNHCR and paid out in the implementation stage. Only if this is impossible (e.g. in the case of a government agency which operates financially within the consolidated

accounts and controls of the government), the partner should, as a minimum, maintain a control account showing receipts and disbursements of UNHCR funds by (sub-) project Budget.

3.3 Implementing partners are expected to maintain accounting records in sufficient detail to allow all receipts, commitments and disbursements of (sub-) project funds to be readily identifiable. Accounting records should include a general ledger accounting system (hard copy or computerized), bank statements and reconciliations, a cash book to record receipts, inventories of non-expendable property, staffing tables and employment contracts, purchasing contracts, and building contracts and sub-contracts. Documentation should also include back-up material to substantiate the accounting records, such as receipt and payment vouchers (identifying who paid/received money to/from whom, when, how much and for what), commitment records, bid documents and analyses, receiving and distribution reports, SPMRs and audit reports.

3.4 Implementing partners should establish their accounting records in a way which facilitates the preparation of the reports required by UNHCR, i.e. the accounting system should be detailed enough to provide the receipt, commitment and disbursement information necessary for each Budget line item in the (sub-) project (sub-) agreement.

#### **4. FINAL ADJUSTMENTS**

4.1 The (sub-) project (sub-) agreement indicates the termination date for the (sub-) project and the liquidation date for all (sub-) project disbursements. The liquidation date is normally one month after the termination date, and is the last date on which the implementing partner can make disbursements against (sub-) project commitments (which had to be made before the termination date of the (sub-) project).

4.2 The (sub-) project accounting records should be complete, therefore, after the liquidation date. The implementing partner can then consolidate the financial information for the Final SPMR-Part 1, and calculate the amount owing to or due from UNHCR. Project closure requires a final accounting and settlement of any outstanding balance (see Section 5.5).

### ***Section 5.4 - SUB-PROJECT REVISIONS AND SUPPLEMENTARY AGREEMENTS***

#### **1. WHEN CIRCUMSTANCES CHANGE...**

1.1 Revision of a (sub-) project (sub-) agreement may be required when the circumstances governing the initial agreement have changed. Revisions are incorporated into the (sub-) project documentation using a Supplementary Agreement when the original (sub-) agreement must be revised because of:

- The need to change a (sub-) project objective due to implementation difficulties, a change in the political situation, etc.,
- Increasing or decreasing numbers of beneficiaries,
- The need for expanded or reduced services,
- Delays in implementation,
- Earlier-than-planned phase-out, or
- Inflation or increasing unit costs.

1.2 Implementing partners have a responsibility to keep the UNHCR Field Office informed concerning the progress of (sub-) project implementation, and any problems or issues which may affect the terms of their agreement with UNHCR, as soon as they arise. Particularly when the situation indicates that the (sub-) project objectives or (Sub-) Project Description must change, initiatives are needed in new Sectors, or delays are encountered, UNHCR must be given the opportunity to examine

the 'big picture'. UNHCR must consider all options (revisions, new (sub-) projects, additional funding allocations) to ensure that the assistance provided to the beneficiaries is timely, cost-effective and appropriate to their needs.

1.3 Any change in a (sub-) project requires a Supplementary Agreement. Some changes, however, also require the UNHCR Field Office to obtain Headquarters approval. When an implementing partner proposes a change to the UNHCR Field Office, Headquarters approval is required to extend the liquidation period, to extend (exceptionally) the duration of the project itself, or if the answer to any of the following questions is 'Yes':

- a. Does the change result in an increase to the total project Budget (attached to UNHCR's internal Letter of Instruction)?
- b. Does the change involve a new Sector?
- c. Will the change result in a Budget variation exceeding the allowable percentage limit?

1.4 A model Supplementary Agreement is included in Appendix C, which shows the clauses to be incorporated, depending on the nature of the (sub-) project revision required. A copy of the Basic (Sub-) Project Data (see Appendix B2), revised if necessary, is *always* attached to the current Supplementary Agreement. A copy of the Budget or the (Sub-) Project Description is attached only if revised.

1.5 A new Supplementary Agreement is signed by all parties to the original (and any subsequent) agreement, and becomes an integral part of the total (sub-) project (sub-) agreement.

## **2. BUDGET ADJUSTMENTS**

2.1 The Governing Clauses for (sub-) project (sub-) agreements (see Appendix B1) permit implementing partners to transfer amounts between existing Budget line items, provided such transfers do not exceed 10 per cent of the line item, and the overall (sub-) project Budget is not exceeded. Any deviation from these terms requires consultation with the UNHCR Field Office, approval and the signature of a Supplementary Agreement to reflect the approved change(s).

2.2 To increase or decrease the total (sub-) project Budget, or to make Budget line item adjustments exceeding 10 per cent, the Supplementary Agreement includes the specified Preamble clauses (see Appendix C), the revision of the total (sub-) project requirements clause, an amended Basic (Sub-) Project Data, an amended (Sub-) Project Description (if affected by the Budget revision) and the replacement Budget.

## **3. OTHER TYPES OF REVISIONS**

3.1 The UNHCR Field Office formulates a Supplementary Agreement, selecting the appropriate clauses from the model agreement in Appendix C, for numerous other agreed (and Headquarters approved, if necessary) reasons, such as:

- a. To revise the (Sub-) Project Description;
- b. To change the end date of a project (either to terminate early or to extend the date);
- c. To extend the liquidation period for outstanding commitments; or
- d. To modify, add or delete reporting requirements or appendices to the (sub-) agreement.

## **Section 5.5 - SUB-PROJECT CLOSURE**

### **1. THE FINAL STAGE**

1.1 When the terms of an implementing agreement have been fulfilled and the sub-project is

complete, the implementing partner must comply with the UNHCR requirements for sub-project closure.

1.2 Sub-project closure allows UNHCR to:

- a. Compare actual with planned performance and analyze the results which are of interest to UNHCR management, as well as a requirement for reporting to donors;
- b. Assess the performance of all those involved in delivering, monitoring and administering the assistance;
- c. Identify management and control weaknesses for corrective action and communicate the lessons learned to assist future projects;
- d. Ensure that the implementing partner has spent the instalments in accordance with the sub-project budget, and that any balance owing is agreed and accounted for;
- e. Record and report the disbursement of donor and UN funds, to fulfil UNHCR's statutory requirements; and
- f. Close the sub-project and archive the files.

## **2. FINAL SUB-PROJECT MONITORING REPORT (SPMR - PARTS 1 AND 2)**

2.1 The Final SPMR, Parts 1 and 2, is due from the implementing partner to the UNHCR Field Office or Headquarters unit responsible for the sub-project within two weeks of the liquidation date for the sub-project (see Section 5.2).

## **3. ASSETS/NON-EXPENDABLE PROPERTY**

3.1 As of 1995, UNHCR started to introduce, in a phased manner, a new system of asset management, elements of which are described in the paragraphs below, in Section 4.3 and in Appendix D. Please note, however, that not all UNHCR Field Offices will have implemented this new system at the time of publication of this Handbook. For the purposes of this description, the terms "assets" and "non-expendable property" are used interchangeably.

3.2 If the sub-project involved the use of non-expendable property provided by UNHCR, the implementing partner must submit a completed Inventory Form (to be provided by UNHCR). UNHCR will then reconcile the implementing partner's inventory against UNHCR's inventory records. Any discrepancies will be resolved through consultation between UNHCR and the implementing partner.

3.3 In accordance with the terms of the assets/ non-expendable property clauses in the Governing Clauses for UNHCR Agreements, implementing partners should note that they are required to consult with UNHCR concerning the disposition of non-expendable property at least 90 days prior to the termination of the sub-project (see Appendix B1). It is UNHCR's decision to redeploy the non-expendable property to another (sub-)project, to transfer ownership or to earmark an item for disposition. This decision should be obtained in writing for the sub-project records, and noted on the final Inventory Form.

3.4 The right of use of non-expendable property is governed by the relevant Governing Clauses on the "Use of Assets/Non-Expendable Property" (see Appendix B1), which apply to all implementing partners receiving assets from UNHCR or purchasing assets with UNHCR funds. Upon receipt of assets, partners are requested to sign the *Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets* (see Appendix D1).

3.5 If the transfer of ownership is envisioned, the implementing partner is bound by the terms of the separate *Agreement on the Transfer of Ownership of UNHCR Assets* (see Appendix D2).

3.6 Please refer to Section 4.3 on Asset Management/Non-Expendable Property for additional clarification concerning use and/or ownership of non-expendable property.

#### 4. FINAL FINANCIAL ADJUSTMENTS

4.1 The responsible UNHCR Office reviews the Final SPMR, Part 1, to reconcile the submission with UNHCR's record of instalments paid, to verify the accuracy and completeness of reported disbursements against budget, and to confirm signatures.

4.2 In the event that a refund is due to UNHCR from an implementing partner (i.e. instalments paid exceed disbursements), the payment should accompany the Final SPMR. Alternatively, UNHCR may deduct the amount due from any other payment owing to the implementing partner, e.g. for a concurrent or next year's sub-project. Should UNHCR fail to receive the balance owing or if the amount cannot be offset against another sub-project, an account receivable will be established.

4.3 In the event that a sub-project has been overspent (i.e. disbursements exceed instalments paid), the implementing partner may:

- a. Offer to cover the over-expenditure from their own funds; or
- b. Present justification for the reported over-expenditure, with a request for reimbursement:
  - If UNHCR agrees that the over- expenditure is justified, it will review the entire project budget to identify any savings, in an effort to reallocate funds to the overspent sub-project. If funds can be reallocated, a Supplementary Agreement (see Section 5.4) is actioned to revise the sub-project budget, also requiring a revised Final SPMR from the implementing partner. If reallocation within the project is not feasible, the responsible UNHCR Office must seek advice from Headquarters to determine other possible sources of funds; or
  - If UNHCR considers the overexpenditure to be unjustified, the Final SPMR will be adjusted accordingly, and a letter of explanation sent to the implementing partner requesting reimbursement of the over-expenditure to UNHCR.

#### Section 5.6 - AUDIT

**Audit:** An independent examination of activities and financial records to appraise:

- Reliability and integrity of records and information,
- Compliance with regulations, policies and procedures,
- Proper safeguarding of assets,
- Economical and efficient use of resources, and
- Accomplishment of objectives.

#### 1. AUDIT REQUIREMENTS

1.1 Article XII of the *Financial Rules for Voluntary Accounts Administered by the High Commissioner for Refugees* states that all expenditures incurred by UNHCR are subject to audit by the UN Board of Auditors.

1.2 Each implementing agreement also includes a clause concerning Inspection and Audit (see Appendix B), requiring the implementing partner administering UNHCR funds to facilitate the audit of the sub-project by the UN Internal Audit Service, the UN Board of Auditors, or any other person authorized by UNHCR to conduct an audit.

## 2. UNHCR INTERNAL AND EXTERNAL AUDIT ACTIVITIES

2.1 The scope of an audit is not limited to verifying financial transactions. Audits may also cover management and operational aspects of programme and project implementation, providing a critical assessment of performance with recommendations for corrective action. It is a useful management tool, to identify deficiencies for managers and help them to formulate and implement improvements. Refer to the Audit Checklist overleaf to facilitate the auditors' visit and gain the maximum benefit from their inspection.

2.2 When auditing implementing partners, both internal and external auditors conduct their examination and appraisal with reference to the terms set out in the relevant implementing agreement.

2.3 UNHCR audits are conducted by both internal and external auditors:

- a. Internal audits are performed on an ad hoc basis according to an Annual Audit Plan. Reports are addressed to the Controller, and contain analyses of findings and constructive suggestions to make corrections or improvements; and
- b. The *Report of the Board of Auditors* is produced annually by auditors "external" to UNHCR and is addressed to the High Commissioner. The Report covers UNHCR Headquarters, Field Offices and implementing partners, and contains findings and recommendations on various management issues such as procurement, fund raising, cash management, programme/project management and assets/non-expendable property.

### AUDIT CHECKLIST

Clarify the scope of the audit to be conducted.

Meet with the auditors when they arrive. Provide them with organization charts, documented procedures, job descriptions, contact names, position titles, telephone and fax numbers, business and home addresses, as available and required.

Introduce the auditors to key staff. Make it clear that they are to receive full cooperation from all staff.

Provide the auditors with a small workspace for them to keep papers, hold interviews, etc. (Transportation to project sites may also be necessary.)

Make available:

- All relevant files and accounts (up-to-date);
- Archived files, clearly marked and easily accessible for historical reference if needed;
- Up-to-date inventory of non-expendable property purchased from UNHCR funds.

On completion of the audit, meet to discuss preliminary findings and provide any final clarifications.

## 3. IMPLEMENTING PARTNER'S AUDIT CERTIFICATE

3.1 Implementing agreements require the submission of an Audit Certificate, within six months of the final completion of a sub-project (see Appendix B1). This ensures that the financial records and

reports of all UNHCR's implementing partners are subject to certification (see the requirements for project closure, Section 5.5).

3.2 Certification may be obtained in several ways but, in all instances, it should result from an objective (external) audit and state, as a minimum, that the implementing partner's accounts are in order and conform to generally accepted accounting principles. The following forms of certification are acceptable:

- a. Governmental implementing partners may be certified by the government's Auditor General or Ministry of Finance; or
- b. Non-governmental partners may retain a public accountant to audit and certify the sub-project specifically, or the organization's annual accounts as a whole (provided these include the UNHCR sub-project).

## **Section 5.7 - EVALUATION**

### **1. WHAT IS EVALUATION?**

1.1 Evaluation can provide an effective means of improving performance, particularly when closely linked to planning and implementation. Evaluations identify the lessons learned and act as a catalyst for change. When evaluations are carefully planned and systematically carried out, they can be used to develop a thorough understanding of programme and project results that will help decision making and improve implementation. Evaluation can also serve as an occasion to bring UNHCR staff and operational partners together to review activities for which they are jointly responsible.

#### **Evaluation:**

A process that attempts to determine, as systematically and objectively as possible, the relevance, effectiveness, efficiency and impact of protection and assistance activities in light of the project objectives.

1.2 Evaluations normally consider:

- a. **Relevance:** Are the project objectives pertinent and achievable? Are the activities worth pursuing?
- b. **Effectiveness:** To what extent has the activity achieved or is it likely to achieve its objective? If the objective will not be achieved, why not?
- c. **Efficiency and economy:** How well are project resources being used to undertake activities and achieve objectives? Is there waste? Do the expected results or benefits justify the costs? Can the objectives be accomplished at a lower cost?
- d. **Impact:** Has the project made a substantial contribution to the well-being of the refugees? Has there been a significant change in their conditions?

1.3 Evaluations may also consider many other operational aspects, such as:

- a. Unanticipated effects: Has the activity had any significant and/or unexpected effects, either beneficial or detrimental?
- b. Identification of alternatives: Is there a more effective or efficient way to approach the problems being addressed?

- c. General lessons: What factors affected performance? What lessons can be learned for this or future projects? Was corrective action taken or planned?

## **2. UNHCR EVALUATION ACTIVITIES**

2.1 The definition of evaluation is sufficiently broad to permit evaluations to take many forms and to be carried out in a variety of ways. Consequently, evaluations range from objective project monitoring that questions assumptions and assesses whether project objectives have been achieved, to rigorous in-depth evaluations that are more comprehensive in scope. Reviews of technical sectors by specialists are also often referred to as evaluations.

2.2 As part of the planning and monitoring of assistance, UNHCR Field Offices continuously identify opportunities for evaluation of the assistance being provided. Evaluations may be conducted as part of the operations planning process, as a component of programming missions from UNHCR Headquarters, or through planned evaluation activities carried out jointly by UNHCR and implementing partners.

2.3 Evaluation activities can be summative, in the sense that they focus on the extent to which objectives were achieved, as well as analyzing the impact, effectiveness and efficiency of a project. Evaluation activities can also be formative, when they focus on applying the results to ongoing activities and projects.

2.4 In accordance with the implementing agreement, implementing partners are expected to cooperate fully with authorized UNHCR personnel conducting evaluations and other related activities (see Appendix B1).

### **Inspection and Evaluation Service**

2.5 The Inspection and Evaluation Service at UNHCR Headquarters carries out comprehensive reviews of UNHCR's field operations and related activities. In many cases, the reviews conducted by this Service focus on a country or area programme. The issues are not limited to assistance, but can include protection, implementing arrangements, organizational structures and other broader areas. Conclusions are based on a thorough analysis of the operation's progress towards its overall and sectoral aims, assessing in particular:

- a. The extent to which activities are consistent with the durable solutions envisaged;
- b. The extent to which the operation is making a substantial contribution to the refugees' well-being; and
- c. The efficiency and cost-effectiveness of implementation.

2.6 The results of each evaluation are made available in the form of an internal report to the High Commissioner that provides an overview of findings, and presents conclusions and recommendations intended to give UNHCR managers information that can be used to improve planning and implementation. The reports are made available to staff involved in similar activities, and often form the basis of case studies and other training components.

## **3. RELATED ACTIVITIES**

3.1 Related activities which have an evaluative component include project planning, project monitoring and control, project and sub-project reporting, inspection and audit.

## **Chapter 6 - REFUGEE EMERGENCIES**

### ***Chapter Overview***

This chapter explains the various phases in a refugee emergency, from early warning to the

normalization of the situation in seeking a durable solution. Early warning and contingency planning are essential to ensure a timely and effective response. The chapter provides an overview of UNHCR's capabilities in emergency preparedness, to give implementing partners an understanding of the ingredients which UNHCR considers key to a rapid emergency response: flexible arrangements for financial, human and material resources, available immediately. In conclusion, the chapter tracks an emergency, from the beginning to the hand-over of the programme, including management and coordination of the response.

## **Section 6.1 - EMERGENCY MANAGEMENT**

**Emergency:** Any situation in which the life or well-being of refugees will be threatened unless immediate and appropriate action is taken, and which demands an extraordinary response and exceptional measures.

### **1. THE EMERGENCY CONTINUUM**

1.1 The majority of UNHCR's programmes begin as the result of a refugee emergency, and UNHCR has invested much effort in recent years in strengthening its capacity to respond; timely and appropriate assistance is essential if lives are to be saved and suffering minimized. This chapter provides an overview of the management of assistance in emergencies and highlights a number of principles which should guide decision-making.

1.2 UNHCR has found it helpful to view emergency preparedness and response as a continuum. The Emergency Continuum (see below) is the conceptual framework to prepare for and respond to emergencies. Indeed, if one adds the Relief to Development continuum, it provides a useful framework to identify the varying roles of UNHCR's operational partners, where some tend to focus on advocacy (often at the early warning stage), some on emergency relief, and some on development. Naturally, many cover all areas. In each stage, their relationship with UNHCR will be characterized in a different way.

1.3 The first two stages of the Emergency Continuum, Early Warning and Contingency Planning, fall into the realm of emergency preparedness (see below and Section 6.2), and the last two, Operations Planning and Durable Solutions, into emergency response (see Section 6.3). While the implementation of activities to achieve durable solutions is characteristic of established refugee programmes, emergency plans and activities should also be consistent with the desired durable solutions. Effective emergency response begins well ahead of an actual emergency situation, and includes planning for durable solutions from the beginning.

### **2. EARLY WARNING AND CONTINGENCY PLANNING**

2.1 Refugee emergencies usually present several, if not all, of the following characteristics:

- A sudden and rapid movement,
- Caused by acute danger or other threats to life and liberty,
- Of large numbers of people,
- With a high percentage of women and children,
- Across international borders,
- Into areas with scarce resources and limited infrastructure.

2.2 Some of the main causes which force large numbers of people to flee are a breakdown of law and order, ethnic violence, civil war and widespread violations of human rights. In large-scale emergencies, the vast majority of refugees are seldom fleeing targeted acts of individual persecution, but

more often from armed conflicts, campaigns of repression, or other generalized violence that radically disrupt everyday life and jeopardize their safety. The danger is aggravated when the refugees must cross through areas with landmines or ongoing hostilities, or when warring parties attack combatants and civilians indiscriminately, in violation of international humanitarian law.

**Four Stages in the Emergency Continuum**

Early Warning > > > >  
 > Contingency Planning > > > >  
 > Operations Planning > > > >  
 > Durable Solutions

2.3 Early warning systems require UNHCR and all aid organizations to be alert to developing situations which may lead to destabilization of the population and the possibility of flight. Ideally, such situations should be resolved at the diplomatic or political level so that people never have to flee and can remain in safety in their homes. Potentially unstable situations, however, require assessment and the development of alternative scenarios to anticipate when, how, who and how many may flee to where - contingency planning.

2.4 Contingency planning can save precious time in dealing with a sudden influx. It defines the objectives and assumptions that will form the basis of the emergency response, and allows for an assessment of the specific factors (political, geographic, cultural, ethnic, etc.) which are likely to affect a potential refugee population within the host country. Contingency planning should also lead to putting preparedness measures in place, including management and coordination mechanisms.

**10 Essentials for Effective Response**

- |                             |   |
|-----------------------------|---|
| 1. Foresight and planning   | 6. Creativity and imagination           |
| 2. Knowledge and experience | 7. Time management and priority setting |
| 3. Resources                | 8. Dedication, stamina and idealism     |
| 4. Systems and procedures   | 9. Accountability                       |
| 5. Flexibility              | 10. Management                          |

2.5 As the lead UN agency for refugee emergencies, UNHCR is taking an increasingly active role in developing early warning systems and initiating and facilitating contingency planning. Aid organizations and other authorities in the field should notify UNHCR promptly as soon as they identify a potential refugee-producing situation. Do *not* wait until the situation becomes critical, flight begins and an emergency is triggered.

2.6 In the event of flight, a refugee emergency requires a rapid response. The key ingredients to being prepared are flexibility and resources: financial, human and material. Recognizing these essential requirements, UNHCR has taken a number of steps (described in Section 6.2) on UNHCR Emergency Preparedness. UNHCR's implementing partners with the potential to assist in a refugee emergency are well-advised to consider their own role in providing these key ingredients, and to upgrade their own emergency preparedness now to respond effectively, in a timely and appropriate manner, when an actual emergency occurs.

## **Section 6.2 - UNHCR EMERGENCY PREPAREDNESS**

### **1. UNHCR'S ENHANCED CAPABILITIES**

1.1 To strengthen its capacity for emergency preparedness and rapid response, UNHCR has, in recent years, implemented certain initiatives involving funding, emergency staffing, supplies, logistical support and mobilization, and training. Understanding UNHCR's emergency preparedness measures may help implementing partners to assess their own state of readiness to work with UNHCR to respond to emergencies in a timely and effective manner.

1.2 The focal point for emergencies in UNHCR Headquarters is the Emergency Preparedness and Response Section (EPRS), comprised of staff members who are on stand-by to respond quickly to emergency situations. Staff support items and supplies are earmarked at Headquarters for rapid deployment with emergency personnel.

1.3 UNHCR has made arrangements to stockpile emergency relief goods on a regional basis. In addition, UNHCR has negotiated stand-by arrangements with a number of organizations that are capable of deploying staff and equipment to an emergency at short notice.

1.4 UNHCR has furthermore created a number of emergency management tools, and also provides training and/or training support in emergency management to both UNHCR and implementing partner staff members.

### **2. EMERGENCY FUNDING**

2.1 The availability of funds is a necessary, but not always sufficient, pre-condition to assure an effective response to emergency situations. In 1991, EXCOM approved an increase in the level of the Emergency Fund to US\$ 25 million, and subsequently gave the High Commissioner authority to allocate up to US\$ 8 million from the Fund for any one emergency. Other UNHCR programmes now have greater flexibility, to allow the High Commissioner to fill gaps and meet short-falls pending receipt of contributions for a new emergency. These changes permit UNHCR to make timely and effective use of its financial resources in responding to refugee crises.

2.2 The Central Emergency Revolving Fund (CERF) of the Department of Humanitarian Affairs provides funds for organizations within the UN system to respond rapidly to emergencies. Managed by the UN Under Secretary General for Humanitarian Affairs, CERF is financed from voluntary contributions and is used for cash advances to operational UN organizations. The advances must be reimbursed as a first charge against income subsequently received, usually as a result of consolidated appeals.

### **3. EMERGENCY STAFFING**

3.1 UNHCR has appointed five Emergency Preparedness and Response Officers (EPROs), on stand-by in the EPRS. In an emergency where the UNHCR Field Office lacks adequate resources to respond or where UNHCR has no prior presence, an EPRO can be deployed on short notice to lead an emergency team or existing staff. The duration of the deployment depends upon the nature of the operation, but is limited to the critical emergency phase when the basic systems and structures for the operation are put in place.

3.2 The EPROs are also responsible for a number of emergency preparedness activities. They review procedures and prepare management tools, such as operational guidelines for essential tasks in emergencies. They monitor regional developments which may have implications for emergency response, and assist the Bureaux at Headquarters to facilitate contingency planning for emergency-prone countries. They also identify emergency training needs based on their deployment experiences.

3.3 Other UNHCR staff are based in the EPRS in a stand-by capacity such as Senior Emergency Administrators (SEAs) and Emergency Finance and Administrative Assistants (EFAAs). These staff

have management and administrative skills in human resources management, finance and general administration.

3.4 An Emergency Roster consists of a centrally managed pool of internal UNHCR staff who have particular skills useful in the first stages of emergencies. While these staff members continue in their assigned positions, they are on stand-by to participate as members of an Emergency Response Team (ERT) when required. These staff members have received emergency training, and can be deployed on short notice to assist in the critical, initial stages of an emergency when existing staff are unavailable or unable to cope.

3.5 To complement UNHCR's internal staffing resources for emergencies, stand-by arrangements have been negotiated for the secondment of staff from several international NGOs. Staff who have been pre-identified, screened and trained can be deployed on short-term assignments with as little as 72 hours' notice to UNHCR operations anywhere in the world. This has proven to be most effective in the secondment of telecommunications experts, logistics officers, field officers, engineers, community workers, health professionals, and support service staff and equipment.

#### **Purpose of the Emergency Response Team (ERT)**

1. Provide immediate response (protection and assistance).
2. Build systems and procedures.
3. Allow time for the mobilization of longer-term resources.
4. Assess needs for future activities.
5. Hand-over of operations.

#### **4. EMERGENCY SUPPLIES AND LOGISTICAL SUPPORT**

4.1 UNHCR has assembled several kits for emergency response staff deployed to difficult locations during the very early phase of an operation where staff support arrangements have not yet been put in place:

- a. Travel kit, the size of a carry-on bag, contains basic personal needs such as a pillow, towel and rain poncho; and
- b. Field kit, in an aluminum trunk, contains a comprehensive range of survival items (including dry food ration packs), intended to provide staff with total self-sufficiency for three days.

4.2 An office kit, in two cardboard boxes, contains items of stationery, supplies, forms and some small non-expendable office items (e.g. stapler, scissors, pencil sharpener). It is designed as a start-up kit for new offices, after which normal procurement practices are instituted.

4.3 A stock of portable computer equipment is maintained, with standard UNHCR software installed. Sufficient communications equipment is on hand at Headquarters to establish communications links for two emergency operations, even in the most remote areas. A number of vehicles can also be deployed rapidly from UNHCR emergency stocks.

4.4 Quantities of emergency relief supplies are positioned at various centralized locations. These supplies include family-size tents, plastic sheeting, prefabricated warehouses, blankets, kitchen sets and jerry cans.

4.5 Arrangements are also in place to give UNHCR priority access to airlift capacity and a trucking fleet accompanied by a fuel tanker, mobile workshop, escort vehicles and personnel (drivers and

coordinators).

## **5. EMERGENCY MANAGEMENT TOOLS AND TRAINING**

5.1 The UNHCR *Handbook for Emergencies* is available in English, French, Spanish and Russian. It is a manager's guide for setting up emergency operations for large-scale influxes. The Handbook provides advice in a non-technical manner on various aspects of an emergency response.

5.2 A Refugee Registration Package consists of two elements. The Practical Guide provides ideas for undertaking refugee registration exercises, including equipment required, how to estimate populations, and maps of typical reception and registration areas. The Registration Kit is designed for 30,000 refugees (10,000 families), with appropriate supplies, forms and software.

5.3 Checklists for internal UNHCR use have been developed for:

- a. The Emergency Manager, emphasizing management of a 'classic' refugee emergency, from pre-departure for the field to hand-over and return; and
- b. The Emergency Administrator, focusing on administrative support activities related to premises, communications and transport, personnel, staff conditions and security, finance, equipment and supplies, filing and documentation.

5.4 The Emergency Management Training Programme (EMTP) is offered regionally each year to staff members from UNHCR, NGOs, governments and other UN agencies. A limited number of participants are invited to attend. The Programme examines the purpose and goals of emergency management, illustrates the need for general management skills, and demonstrates specific applications of emergency management techniques in priority areas such as planning, logistics, health, shelter and nutrition.

5.5 In addition to an internal workshop for members of UNHCR's Emergency Response Teams, EPRS provides support for ad hoc targeted emergency training of three general kinds:

- a. Regional or country-specific training with a particular focus (e.g. contingency planning);
- b. Workshops for a specific audience, such as required training for external stand-by staff; and
- c. Emergency courses organized locally by UNHCR Field Offices. For local initiatives, EPRS can provide guidance on course outlines and material to assist in the preparation of training sessions. Short training modules are also available for delivery to the field.

## **Section 6.3 - EMERGENCY RESPONSE**

### **1. WHEN A REFUGEE EMERGENCY OCCURS**

1.1 An emergency requires an appropriate, rapid response to meet the refugees' immediate needs in terms of both protection and assistance. The initial stages to manage the urgent situation comprise:

- a. Needs assessment, to determine what must be done;
- b. Planning, to establish priorities within a framework of action;
- c. Allocation of the responsibilities for action; and
- d. Confirmation/provision of the means of action, including funding, personnel and material.

1.2 From the start, management of a refugee emergency must also include continuous coordination, monitoring, reporting and evaluation to ensure that plans are adjusted and actions remain appropriate as circumstances evolve.

### **Implementing Partners - Emergency Response**

1. Meet with UNHCR as soon as possible, to catalogue available services and to request funding.
2. Provide own funds to get started fast. If necessary, negotiate a Letter of Intent with UNHCR, to define responsibilities and obtain initial funding.
3. Cooperate with UNHCR which, as lead agency, will coordinate emergency relief operations and the definition of operating standards (e.g. salaries for locally employed staff).
4. Respect the policies of the host government. Establish contact with national and local authorities at the general and sectoral level.
5. Buy/rent radio/communications equipment and vehicles (although UNHCR may supply).
6. Provide security measures—treat security as another sector for action. UNHCR's security arrangements usually only cover UN personnel. Appoint a security focal point for liaison if this is the case.

## **2. NEEDS ASSESSMENT**

2.1 Needs and resources assessment is a continuous process in any effective programme of protection and assistance (see Section 3.2). Needs change, knowledge is gained, and new factors must be taken into account. A commitment to ongoing assessment is critical if assistance from the earliest stage of an emergency is going to have the desired impact.

2.2 An initial assessment of the situation serves as the basis for an initial response. It is followed by needs and resource assessments of a more technical nature. Each additional assessment should build on the foundation provided by earlier assessments, with ongoing assessment leading to better targeting of assistance of the appropriate quality, delivered on time, at a cost which provides good value for money.

2.3 The initial response to a new emergency situation focuses on minimizing excess mortality and undue suffering. UNHCR conducts an initial assessment which is an information gathering, analysis and interpretation exercise resulting in a 'picture' of the emerging situation, i.e. the people involved (potential beneficiaries, government authorities and possible implementing partners for protection and assistance), current conditions, the context and other factors which will influence the situation as it develops. An effective first assessment also includes an initial proposed course of action. Already at this stage, the crucial process of establishing standards appropriate for the specific emergency begins, and the longer-term durable solution is considered.

2.4 The initial assessment team gathers information from as many sources as possible. A trip to the site(s) of the emergency is essential to gain first-hand knowledge. The team should conduct as comprehensive an assessment as is possible under the circumstances. To the extent possible, the assessment must involve those who will be responsible for the response, including government organizations, potential implementing partners and the beneficiaries themselves.

### **Initial Assessment Report**

2.5 Following analysis and interpretation of the information and the impressions of the team, a concise report is prepared which captures the essence of the situation and proposes an initial plan of action. A clear presentation of the facts contributes to a better understanding of the dynamics of the

emergency and the factors expected to have an impact as the situation evolves.

2.6 The report must answer this question: Are the population's basic, minimal requirements for a life in safety and dignity being satisfied? In addition to focusing on the protection and security of refugees in an emergency, UNHCR uses a series of standards in the crucial assistance sectors of Food, Water, Sanitation, Shelter and Health, which represent minimal essential needs. Clearly stated in the UNHCR *Handbook for Emergencies*, a summary of the most critical standards in the key assistance sectors is shown overleaf. In large emergencies in which various government authorities and operational and implementing partners are providing assistance and using a variety of sources of funding, there is great risk that significant disparities in the levels and quality of assistance will result. The adoption of common standards, therefore, is of particular importance.

### INITIAL ASSESSMENT\*

(Basic Information, Analysis, Interpretation and Trends)

#### Current Conditions

Are the refugees at risk in their current location?

Why have they left their homes?

Are there security problems?

How accessible is their current location?

Do they have access to sufficient quantities of safe water?

Do they have food? Is it sufficient? For how long?

Is there malnutrition present?

Do they have adequate shelter? Is there overcrowding?

Are adequate sanitary facilities available?

Do they have basic domestic items?

Is there sufficient fuel for cooking and/or heating?

#### Context

What are the local population's and local authorities' attitudes towards the refugees?

What action has the central government taken?

Has contingency planning for refugee emergencies been undertaken?

Are there NGOs present in the area where the refugees are located and, if so, what resources can they make available?

Are there existing or potential logistics networks available?

What logistical constraints are likely to exist?

Are other UN organizations responding to the emergency?

What environmental, geographic and climatic factors must be considered in planning a response?

### Beneficiaries

Who are they? Ethnic and cultural background? Ethnic tensions?  
Where have they come from?  
How many have arrived?  
What is the rate of arrival? Is it likely to increase? Decrease?  
What is the gender breakdown of the population? Percentage women/children?  
Are families intact?  
Are there unaccompanied minors?

### Other Factors

Are they organized? Are there group or community leaders?  
Are efforts underway to assist them? If yes, who is responsible? Is the assistance adequate? Sustainable? Can the assistance be increased/expanded to cope with additional arrivals?  
Does the site where they are located present risks?  
Can they stay where they are, or will they have to move?

\* The initial assessment should answer these types of questions, which are for illustrative purposes only, and are not intended as an all-inclusive list.

## 3. OPERATIONS PLANNING

A comprehensive plan of action is essential, drawn up with the people who will implement it and taking into account the views of the refugees.

3.1 The response to the needs that have been identified, analyzed, and prioritized in the assessment report must be planned. The best management tool for this is a plan of action for each administrative level, usually called an Operations Plan. It should include a plan for each refugee site, drawn up by the organization with overall responsibility at the site level. The plan for the overall emergency and the site-level plans are interdependent, and should reflect the aim to achieve a durable solution. The Operations Plan must be available to all who need it.

3.2 It should be stressed that the Operations Plan is the product of an *ongoing* participatory planning process. The plan itself must not be a static document, but must remain constantly under review as a result of ongoing needs and resource assessments.

3.3 At the start of an emergency, there is a tendency to postpone planning, because information may not be available and there are obvious urgent needs which can be met piecemeal without a plan. This tendency should be resisted; the more critical the situation, the more important it is to take stock, determine priorities and develop a plan for what needs to be done, when, by whom and how.

3.4 The most effective Operations Plans are those developed by or with the people who will need or implement them. Drawing up the plans should be a team effort; clear direction must, however, come from the government and/or UNHCR. Plans must be comprehensive, covering all needs whether they are being, or will be, met by UNHCR or by other organizations and sources of funds. Not only will the plan clarify issues of management and responsibility, it will also provide a head start for the more detailed programme planning which will necessarily follow as the emergency evolves into a more stable situation.

Sector	UNHCR Standard
--------	----------------

Food	1,900 Kcal per person per day, with a balanced, culturally acceptable diet.
Water	15 litres of safe water per person per day, accessible within a few minutes walk of shelters.
Sanitation	One latrine for 20 persons.
Health	Gross mortality rate less than 1/10,000/day; under-five mortality rate less than 2/10,000/day; the five main killer diseases in emergencies (diarrhoea, malnutrition, respiratory infections, measles, malaria) under control.
Shelter, Surface Area	3.5 sq. metres of space per person in shelters, overall site providing 30 sq. metres per person.

3.5 In drawing up the plan, the views of the beneficiaries must be taken into account. The beneficiaries are the single most important resource in meeting their own needs. They will have definite ideas on how this may best be done. The plan must strengthen the beneficiaries' own resources and self-sufficiency, and avoid creating dependency through the well-intentioned provision of outside assistance that is either inappropriate or unnecessary.

#### **4. IMPLEMENTING PARTNER SELECTION**

4.1 At the beginning of an emergency it is not unusual for potential implementing partners to be operating already in the area of the refugee crisis and new influx. Some may be implementing development projects or dealing with earlier refugee arrivals. Their ability to relocate or redirect their activities is often quite straightforward.

4.2 In addition, many international aid organizations are able to mobilize their resources quite rapidly, particularly where their financial situation and decision-making structure are geared to emergency response. Some may arrive on the scene of an emergency within a matter of days. UNHCR is now able to take similar speedy response measures (see Section 6.2).

4.3 Soon after the emergency situation is evident, therefore, a number of organizations are operational, or quickly becoming operational. However, these operational partners may have varying degrees of experience, be specialized in different sectors, have uneven capacities and wide ranging objectives. The net result is that not all sectors and needs of the refugees are covered, while some are over-resourced. This is a period of self-selection - the needs are great and whatever assistance is provided is usually welcomed.

4.4 As the emergency continues, more organizations arrive on the scene, some of their own volition, some invited by UNHCR as implementing partners. Where previously there were gaps in programme delivery, situations could now arise where there is overlap. All resulting scenarios - those characterised by serious programme delivery gaps, uneven coverage, or duplicated activities - are unhealthy, and coordination becomes crucial (see below).

#### **5. ALLOCATION OF RESPONSIBILITIES**

5.1 The roles and tasks of all involved must be clearly stated. Delays in defining responsibilities usually means that each party defines its own goals independently and sets its own limits of responsibility. This in turn can quickly result in confusion, gaps and duplication. Responsibilities should be defined for each administrative level, and for all organizations and individuals. Responsibility, delegated to the lowest possible level, must include the necessary authority to exercise the assigned

responsibility.

5.2 Responsibilities for UNHCR's implementing partners are defined in the appropriate implementing agreement (see Section 4.1). If formal sub-agreements have not yet been drawn up, and cooperation is based on a Letter of Mutual Intent to Conclude a Sub-Agreement (see Section 4.1), the definition of responsibilities in the Operations Plan is essential.

5.3 The responsibilities of organizations which are delivering assistance but are not UNHCR's implementing partners must also be defined. This may create problems, particularly where individual organizations wish to have responsibility for a specific sector. Final authority rests with the host government. To the extent possible, however, any conflicts of interest should be resolved within the framework of the coordination mechanism (see below).

5.4 A document setting out the assumptions, concepts and principles behind the emergency operation has proved a valuable complement to the plans and detailed definitions of responsibility, especially in large programmes. Such a document should include an explanation of the role and responsibilities of the government, UNHCR, other UN organizations, implementing partners, and any bilateral donors, together with standards for the various sectors and any specific guidelines necessary. Details of the coordination mechanism should also be given.

## **6. ORGANIZATION AND COORDINATION**

6.1 Effective coordination results from sound management. All concerned must recognize the value of coordination, and encourage and support efforts to make coordination work. It requires commitment to information sharing, transparency, joint planning and problem-solving amongst all the participants responding to the refugee emergency. Coordination is a combination of formal and informal processes including meetings, periodic reviews and ongoing communications at all levels and between levels.

6.2 Coordination mechanisms must be planned and established with clear objectives and assigned responsibilities and authorities. Coordination must be based on good information exchange, or it may be counter-productive. Decisions made must be properly implemented. Practical and political problems must be resolved quickly and effectively.

6.3 A coordinated framework is essential for the effective and efficient implementation of the emergency programme and for making management decisions. Coordination at central and site levels will involve frequent informal contacts between UNHCR, the government, other UN organizations directly involved, the implementing partners, the beneficiaries and other parties concerned.

6.4 These contacts should be complemented by more formal regular meetings where overall progress is reviewed and plans are adjusted. A general forum should be established which meets frequently in the initial stages, and less frequently as time progresses. In addition to the programme and management issues which will be considered as they arise, a coordinated media response is required to ensure that the message to the world is consistent and to harmonize public statements and the projected image of the emergency. The forum also provides a mechanism to set up and maintain relations with governmental and local authorities, and to facilitate relations between the government and all the aid organizations participating in the emergency.

6.5 Whatever the implementing arrangements, experience shows that there are major advantages when the host government establishes a single coordinating authority, representing all the ministries and departments involved in the emergency.

6.6 Effective coordination with and among non-governmental organizations (NGOs) is also essential to the success of the emergency operation. Much will depend on the position of the government, which may wish to control and coordinate NGO activity itself. Where an NGO is an implementing partner of UNHCR, coordination should already be assured, but many NGOs may be implementing their own programme for the refugees with their own funds.

6.7 Some NGOs will have been active before the UNHCR programme started and many more will arrive in a major refugee emergency. For organizations which have not previously recognized the value

of coordination, it may be difficult initially to convince them to participate and to pass information 'down' to the site level. Subject to the policy of the host government, where an NGO coordinating structure does not already exist, UNHCR normally takes the lead in encouraging the NGOs to set up their own coordinating committee and mechanism.

6.8 One urgent and important activity of the operational partners within the coordination mechanism is to draw up guidelines, standards and norms for operational behaviour. This will considerably assist all partners to understand what others expect of them and help to reinforce such expectations. These guidelines should cover issues such as non-political or non-partisan behaviour, security and communications, dealing with unaccompanied minors, and the authority of the coordination mechanism itself.

## **7. DOING IT RIGHT FROM THE START**

7.1 In the earliest stages of an emergency, extraordinary measures will be needed. Levels of detail in project proposals and budgets may be less detailed than normally. Initial financial support for the mobilization of staff may be necessary. Compromise may be needed, in terms of the assignment of responsibilities for implementation. UNHCR understands that measures such as these may be necessary to ensure a rapid response, but such steps must be seen as extraordinary.

7.2 Assistance should be organized and systems established properly from the beginning. If practices that contravene normal policy are accepted initially, implementing partners need to remember that UNHCR expects emergency situations to normalize into relative stability. As soon as possible, UNHCR's standard assistance policies and practices will be applied. To avoid misunderstandings, UNHCR's implementing partners need to be aware of this, and plan accordingly.

### **Financial Considerations**

7.3 The ability and willingness of UNHCR's implementing partners to participate in an emergency, especially in needs assessment and/or the provision of crucial assistance, should be less constrained by financial considerations, and should not depend initially on the results of their own fund raising. To ensure the participation of appropriate implementing partners, and to the extent that a particular partner is unable to assure complete or partial funding, UNHCR may consider meeting mobilization and support costs for an agreed period of time during which life-saving activities are implemented. Any extension of UNHCR funding beyond this period, however, is subject to review.

7.4 Emergency situations often provide aid organizations with a new opportunity to seek additional public and private sector funding. In determining the level and extent of any UNHCR funding for implementing partners in emergencies, the following considerations apply:

- a. The need to ensure that emergency humanitarian relief is promptly and efficiently provided through the involvement of relevant implementing partners;
- b. The extent of the implementing partners' own financial resources for addressing emergencies; and
- c. The possibility of the implementing partner contributing to the particular operation in a timely manner, according to their own fund raising initiatives, and material and financial resources.

### **Preparation of Budget Submissions in Emergencies**

7.5 Any project submission and budget should be the result of a needs and resource assessment. In an emergency, given the urgent need for action, detailed budgeting in the early stages will often not be possible. Indicative lump sum amounts in a budget may be approved on an exceptional basis at the beginning of an emergency, to allow implementation to begin. To the extent possible, project submissions in an emergency, including budgets, should be submitted in the prescribed UNHCR format, to avoid delays in approval. UNHCR uses a bottom-up, line item approach which calls for the specification of individual objects of expenditure (see Section 3.4). Implementing partners should

consult with their UNHCR counterparts on formats and required level of detail.

7.6 In an emergency, UNHCR may make an allocation from the Emergency Fund (see Section 2.2) to enable initial assistance activities to begin without delay. When such an allocation is made, UNHCR Headquarters expects that there will be a budgeting process conducted by UNHCR field personnel and concerned implementing partners, and that the quality of that process will improve over time.

### Implementing Arrangements

7.7 UNHCR uses implementing instruments to delegate authority for project implementation and related expenditures (see Section 4.1). In emergencies, UNHCR uses an Emergency Letter of Instruction (ELOI) to delegate authority to a UNHCR Representative in a field location, to commit funds and enter into project (sub-) agreements. The ELOI contains a minimal amount of detail and includes a budget at the sector level. The objective of the ELOI is to allow assistance activities to begin without delay. As soon as possible in a refugee emergency, a proper UNHCR project submission is required by Headquarters so that a normal Letter of Instruction (LOI) can be issued.

7.8 In the same way that an ELOI facilitates delegation of authority from UNHCR Headquarters to a UNHCR field operation, a Letter of Mutual Intent to Conclude an Agreement (see Section 4.1) is used by the UNHCR Field Office as a preliminary agreement with each implementing partner to begin implementation of emergency assistance activities. Depending on the circumstances, an initial instalment can be paid to an implementing partner under a Letter of Mutual Intent. In the same way that an ELOI should eventually be superseded by an LOI, a Letter of Mutual Intent must be superseded as soon as possible by a proper (sub-) agreement.

## APPENDIX A - SECTOR-ACTIVITY GUIDELINES AND BUDGET CODING

This Appendix outlines Sector-Activity guidelines to be used for project planning and review. Although these guidelines do not represent a comprehensive set of technical guidelines, they are intended to help UNHCR Field Offices and implementing partners in project formulation, monitoring and evaluating the progress of project implementation. The corresponding Sector-Activity codes used by UNHCR for budgeting, project reporting and the FMIS are also shown. The list of UNHCR Item and Sub-Item codes is also presented at the end of this Appendix (pages A-55 to A-58).

Sector	Activity
A. FOOD	A.01 Plan/Survey/Research/Evaluation A.21 Basic Food Commodities A.22 Complementary Food Commodities A.23 Supplementary Food Commodities A.24 Food Processing/Testing A.96 Individual/Family Support A.97 Training/Orientation/Seminar, etc. A.98 Other Food Activities (specify) A.99 Sector Support/Management

<p>B. TRANSPORT/LOGISTICS</p>	<p>B.01 Plan/Survey/Research/Evaluation  B.03 Warehouse/Mechanical Workshop Construction  B.21 In-Country Transport (General)  B.22 International Transport (Food)  B.23 In-Country Transport (Food)  B.24 International Transport (Non-Food)  B.25 In-Country Transport (Non-Food)  B.26 International Transport (Refugees/Returnees)  B.27 In-Country Transport (Refugees/Returnees)  B.28 Warehousing/Distribution Services  B.29 Mechanical Workshop Services  B.96 Individual/Family Support  B.97 Training/Orientation/Seminar, etc.  B.98 Other Transport/Logistics Activities (specify)  B.99 Sector Support/Management</p>
<p>C. DOMESTIC NEEDS HOUSEHOLD SUPPORT</p>	<p>C.01 Plan/Survey/Research/Evaluation  C.21 Relief Substitution  C.22 Household Fuel/Goods  C.96 Individual/Family Support  C.97 Training/Orientation/Seminar, etc.  C.98 Other Domestic Needs/Household Support (specify)  C.99 Sector Support/Management</p>
<p>D. WATER SUPPLY</p>	<p>D.01 Plan/Survey/Research/Evaluation  D.03 Water System Development/Construction  D.21 Water System Operations  D.97 Training/Orientation/Seminar, etc.  D.98 Other Water Activities (specify)  D.99 Sector Support/Management</p>
<p>E. SANITATION</p>	<p>E.01 Plan/Survey/Research/Evaluation  E.03 Sanitary Facilities/Latrine Construction  E.21 Human Waste Control  E.22 Solid/Hospital Waste Control  E.23 Vector/Pest Control (except warehouse)  E.97 Training/Orientation/Seminar, etc.  E.98 Other Sanitation Activities (specify)  E.99 Sector Support/Management</p>

<p>F. HEALTH/NUTRITION</p>	<p>F.01 Plan/Survey/Research/Evaluation  F.03 Health Facilities Construction  F.21 General Health Services  F.22 National Services Support  F.23 Dental Services  F.24 In-Patient Services (including patient feeding)  F.25 Out-Patient Services  F.26 Community Health Services  F.27 Maternal/Child Health Services  F.28 Supplementary Feeding Services  F.29 Pharmaceutical Services  F.30 Health Education  F.31 Laboratory Services  F.32 Immunization/Cold Chain Services  F.33 Physical Rehabilitation Services  F.96 Individual/Family Support  F.97 Training/Orientation/Seminar, etc.  F.98 Other Health/Nutrition Activities (specify)  F.99 Sector Support/Management</p>
<p>G. SHELTER/OTHER INFRASTRUCTURE</p>	<p>G.01 Plan/Survey/Research/Evaluation  G.02 Land Preparation/Site Development  G.03 Refugee Shelter/Construction  G.21 General Site Operations/Activities  G.22 Electricity/Lighting Development/Construction  G.96 Individual/Family Support  G.97 Training/Orientation/Seminar, etc.  G.98 Community/Other Infrastructure (specify)  G.99 Sector Support/Management</p>
<p>H. COMMUNITY SERVICES</p>	<p>H.01 Plan/Survey/Research/Evaluation  H.21 Special Services (Unaccompanied Minors)  H.22 Special Services (Children)  H.23 Special Services (Women)  H.24 Special Services (Single-Parent Families)  H.25 Special Services (Elderly)  H.26 Special Services (Disabled)  H.27 Mental Health Services  H.28 Community Development Services  H.29 Cultural/Recreational Activities  H.30 Fire Prevention/Fighting Services  H.31 Social Work Services (Counselling)  H.96 Individual/Family Support  H.97 Training/Orientation/Seminar, etc.  H.98 Other Community Services (specify)  H.99 Sector Support/Management</p>

<p>I. EDUCATION</p>	<p>I.01 Plan/Survey/Research/Evaluation  I.03 Educational Facilities Construction  I.21 General Primary Education  I.22 General Secondary Education  I.23 Scholarship (Lower Secondary Academic)  I.24 Scholarship (Post-Primary Vocational)  I.25 Scholarship (Higher Secondary Academic)  I.26 Scholarship (Higher Secondary Vocational)  I.27 Scholarship (Post-Secondary Academic)  I.28 Scholarship (Post-Secondary Vocational)  I.29 Foreign Language Training/Cultural Orientation  I.30 Literacy Training (Mother Language)  I.31 Vocational/Skills Training  I.32 Pre-School/Day-Care  I.97 Teacher Training/Orientation/Seminar, etc.  I.98 Other Education Activities (specify)  I.99 Sector Support/Management</p>
<p>J. CROP PRODUCTION</p>	<p>J.01 Plan/Survey/Research/Evaluation  J.02 Land Preparation  J.03 Construction/Improvement  J.21 Production Activities/Inputs  J.22 Agricultural Water Supply/Irrigation  J.81 Small-Scale Gardening  J.82 Credit Schemes  J.97 Extension/Training/Seminar, etc.  J.98 Other Crop Production Activities (specify)  J.99 Sector Support/Management</p>
<p>K. LIVESTOCK/ANIMAL HUSBANDRY</p>	<p>K.01 Plan/Survey/Research/Evaluation  K.03 Construction/Improvement  K.21 Production Activities/Inputs  K.22 Veterinary/Vaccination Services  K.81 Small-Scale Livestock Activities  K.82 Credit Schemes  K.97 Extension/Training/Seminar, etc.  K.98 Other Livestock Activities (specify)  K.99 Sector Support/Management</p>
<p>L. FISHERIES</p>	<p>L.01 Plan/Survey/Research/Evaluation  L.02 Area/Land Preparation  L.03 Construction/Improvement  L.21 Fishing Activities/Inputs  L.22 Aquaculture Activities/Input  L.82 Credit Schemes  L.97 Extension/Training/Seminar, etc.  L.98 Other Fishery Activities (specify)  L.99 Sector Support/Management</p>

M. FORESTRY	M.01 Plan/Survey/Research/Evaluation M.02 Land Preparation M.03 Construction/Improvement M.21 Tree Nursery Activities/Inputs M.22 General Forestry Activities/Inputs M.81 Small-Scale Tree Planting M.97 Extension/Training/Seminar, etc. M.98 Other Forestry Activities (specify) M.99 Sector Support/Management
N. INCOME-GENERATION	N.01 Plan/Survey/Research/Evaluation N.03 Construction/Major Improvements N.21 Employment/Labour Insertion Activities N.22 Small Business Assistance N.23 Production Units (specify) N.97 Extension/Training/Seminar, etc. N.98 Other Income-Generation Activities (specify) N.99 Sector Support/Management
O. LEGAL ASSISTANCE/ PROTECTION	O.01 Legal Research O.21 Refugee Legal Representation O.22 Refugee Status Determination/Registration/ Identity Cards O.23 Promotion of Refugee Law/Protection O.24 Operation of the Headquarters Centre for Documentation on Refugees (CDR) O.25 Refugee Travel Documents/Other Document Issuance O.97 Training/Orientation/Seminar, etc. O.98 Other Legal Assistance Activities (specify) O.99 Sector Support/Management
P. AGENCY OPERATIONAL SUPPORT	P.01 Plan/Survey/Research/Evaluation P.03 Agency Office/Housing Construction P.21 General Project Management Services P.22 Public Information P.97 Training/Orientation/Seminar, etc. P.98 Other Agency Operational Support (specify)

## **A. FOOD SECTOR**

### **A.01 Plan/Survey/Research/Evaluation**

1. Food/nutrition monitoring forms an important part of this Activity as a complement to such surveillance activities in Sector F (Health). Nutritional surveys would normally be undertaken as outlined in Activity F.01 below.

### **A.21 Basic Food Commodities**

2. The World Food Programme (WFP) is responsible, subject to the availability of resources, for the provision of basic food commodities, including staples (cereals), energy sources (edible oil/fats), sources of protein (pulses, canned meat/fish, etc.), salt, sugar and blended food for refugee populations above 5,000 persons. For populations up to 5,000 persons, UNHCR provides basic and complementary foods. The SFAS Field Handbook gives details on how to calculate foods needs, and the UNHCR/WFP

guidelines for calculating food aid rations for refugees gives details on determining ration composition.

3. In some cases where WFP cannot supply the basic foods to meet minimum nutritional requirements, or where there is inadequate supply by WFP, UNHCR should first seek donations in kind from donors to meet the shortfall and only as a last resort seek funding under the Annual Programme.

4. Basic food items in agricultural settlements should be provided until at least the first successful harvest. Thereafter, a gradual reduction of the rations should be made over a period not exceeding three years when food distribution should normally cease unless a joint WFP/UNHCR evaluation reveals the continued need for prolonging food assistance. (Efforts should be made to ensure that all farming inputs are provided in time to facilitate self-reliance - see Sector J - Crop Production).

5. For agricultural settlements which at the time of the annual review of the projects have received food assistance for over three years, dates for withdrawal of food rations should be decided upon during the project review. These would be based on the present assessed situations in the settlements.

6. In other camps and non-agricultural settlements the need for and type of continued food aid should be assessed annually through a joint WFP/UNHCR food assessment mission (FAM). The FAM should be scheduled for the last quarter of the year. Generally, Field Office staff of UNHCR and WFP should conduct this mission, except in initial or dramatically changed refugee situations where Headquarters staff should participate. Technical input from a local or international nutritionist (e.g. NGOs) may also be required.

7. DSM (dried skimmed milk) should not normally be provided in the general food rations.

#### **A.22 Complementary Food Commodities**

8. These are comprised of fresh or dried meat/fish, fruits/vegetables, eggs, sugar, spices, etc., and are normally only included in projects when no WFP food, bilateral aid or earmarked donations are available.

9. Fresh or dried vegetables and fruit as well as fresh, dried or canned meat/fish and/or fortified cereal blends may need to be provided to particularly dependent groups with little other access to foods. This may be the case in "closed camps" and in open camps where access to other foods is severely limited. Other food (e.g. sugar and tea) may be provided if they have an indirect nutritional value to the beneficiaries. In all cases (except self-sufficiency programmes), all food items should be balanced so that the total caloric value of food distributed is never less than 1900 kcalories/person/day and meets the nutritional requirements of particular populations, taking into consideration the ability for refugees to meet part or all of their own food needs. Priority should always be given to seeking in-kind donations for such foods.

10. Inclusion of any other complementary food commodity (such as lyophilized products, noodles, beverages, etc.) should be cleared with a nutritionist, but most often these "luxury" items should not be included.

#### **A.23 Supplementary Food Commodities**

11. Supplementary food commodities, (which may contain any of the basic or complementary food items as well as special foods such as dried milk powder, cereal blends and high protein biscuits) should be provided where food deprivation is evident, and/or where recommended by health/nutrition staff. Where supplementary feeding is determined to be required, food should be provided to malnourished children (less than 80% weight/height), pregnant and lactating mothers (usually 8-12% of the population), as well as the disabled and unaccompanied minors (less than 1% of the population). Exceptionally, in acute emergencies it might be provided to all children under five years (e.g. 20% of the total population) but should be discontinued after one year of stable nutritional status at an acceptable level (e.g. less than 5% of child population malnourished).

12. Supplementary feeding should normally not last more than six months for malnourished children. The food provided should concentrate on contributing towards improvement of quality in the ration: e.g. vitamin, minerals and protein. Where supplementary feeding is extended for prolonged

periods over two years, the nutritional status of the children under five years and the adequacy of the general ration and/or other environmental factors should be investigated before eliminating the programme or reducing the number of beneficiaries. Pregnant/lactating women may need to be fed over a longer period until some degree of self-sufficiency is achieved in the population (e.g. in the first two years of operation). In any event, continuation of supplementary feeding programmes for longer than two years duration in a stable refugee population with adequate nutritional status is not warranted and termination of the programme should be considered.

#### **A.24 Food Processing/Testing**

13. UNHCR does not normally provide the cost of milling (commercial milling, motorized or individual hand mills) except in exceptional situations in which existing grain milling resources (including traditional) are found to be insufficient. Where whole grain maize and sorghum are provided, milling facilities are not normally necessary if traditional equipment is available. Wheat, on the other hand, is often difficult to mill due to traditional cultures, and inclusion of milling costs might be needed in these situations. In such cases, the provision of milling machines to the community (within a co-operate structure) should be considered in preference to paying for large scale commercial milling. Where the latter must be used, WFP and other donors (e.g. the European Union [EU]) should be encouraged to cover the cost of milling for cereals they themselves donate or channel for the programme. However, a cost analysis should be undertaken in all cases before a choice is made.

#### **A.96 Individual/Family Support**

14. Urban refugees should be provided with subsistence allowance on the basis of assessed needs and limited to covering food and non-food needs, rent, transportation and other basic requirements. If food is provided, it should be culturally appropriate. A control should be effected to ensure that women have access to the allowance. Please refer to Activity C.96 below for additional information.

15. Generally, an allotment for food and cooking fuel purchases would represent some 30-40% of the total subsistence allowance, and should reflect a fair appraisal of the local market/food price index.

16. Refugees should be encouraged to utilize local fresh foods, even if this signifies a modification of normal food habits, and be discouraged from purchases of imported high cost luxury items such as canned fruits and infant packaged foods.

17. The one time installation allowance (usually representing one and a half months of subsistence allowance) should be sufficient to ensure adequate cooking equipment for preparation, refrigeration and consumption.

#### **A.97 Training/Orientation/Seminar, etc.**

18. Areas of greatest importance for training include food distribution, logistics and warehouse management, household food security assessment, and food processing/utilization.

19. Food distribution, logistics and warehouse management training should include refugee, national and international staff where indicated. Where seminars/workshops may be useful, on-the-job training is likely to be more practical and effective. Refugee women as well as men should be included in food distribution to avoid potential exploitation.

20. Field officers and other staff operating at the camp level should be oriented in assessment techniques for determining household food security and identifying any problems with food processing/preparation. Training can be conducted by PTSS or by national and/or expatriate nutritionists from UNHCR or from other agencies such as WHO, FAO, UNICEF, MOH or a national nutrition institute. There should be sufficient female staff to facilitate communication with refugee women, who usually have the primary responsibility for feeding their families and who may be unintentionally excluded from the distribution process.

#### **A.98 Other Food Activities (specify)**

21. In most refugee operations, a Food Aid Coordinating Committee should be established under the auspices of the government, WFP/UNDP and UNHCR to meet periodically in order to co-ordinate

refugee food needs and input with relevant parties. The committee should comprise all relevant government and UN bodies and should include NGO or national technical health/nutrition expertise for information regarding the impact of food interventions. Occasionally representatives from major food donor countries and the EU should be invited to attend in order to assist in fund/food raising activities.

#### **A.99 Sector Support/Management**

22. Prolonged food aid input should be avoided wherever possible and thorough investigation of self-reliance potential should be made at the earliest point in programme planning. Self-reliance activities such as expanded vegetable garden projects, and sufficient land allotment for other agricultural/livestock activities should be emphasized in early negotiations with the host government. While serving to avoid long-term dependence, these measures could also assist in reducing high administrative costs associated with prolonged food aid input.

### **B. TRANSPORT/LOGISTICS SECTOR**

#### **B.01 Plan/Survey/Research/Evaluation**

1. In the beginning of any refugee relief operation and in particular in emergency operations, it is important that the overall logistics system be planned. Some basic considerations are: How are supplies received - through ports, border crossings or local purchases? Where are the Headquarters of the operation? Is there a need for a central warehouse, regional warehouse(s) and camp warehouses? Decisions should be made on record keeping and reporting in order to control the flow of goods through the system.

2. When setting up a logistics system, certain principles must be followed. While conditions may vary greatly from one operation to another, there are some principles with general application: lead time, buffer stocks, local purchase, redundancy in transport, simplifying the system, standardization of equipment and supplies, area of operations, unifying the system, etc. For further details, see the UNHCR SFAS Field Handbook.

#### **B.03 Warehouse/Mechanical Workshop Construction**

3. The same basic guidelines apply in this Activity as under Sector-Activities G.03, G.22, and G.98.

#### **B.21 In-Country Transport (General)**

4. Before the logistics system and means of transport are decided upon, a careful assessment of needs must be carried out. In major operations when transport costs may exceed US\$500,000, this assessment must be carried out by PTSS and done by a logistician (Logistics Officer).

5. The choice of an in-country transport system should be made on the basis of comparative studies of various alternatives including the availability of government transport, hire of local transport, operation by implementing partners of purchased or donated vehicles, a combination of all three, or a UNHCR operated fleet (which should be considered as a last resort).

6. Assessment of transport needs should precede all requests for purchases of vehicles. When requesting the purchase of new vehicles, the Office in the Field must provide an inventory of all vehicles previously purchased, showing the condition of these, and reasons for the purchase of additional vehicles. This inventory should be attached as an annex to the project submission.

#### **B.22/23 In-Country and International Transport (Food)**

7. The bulk of relief items transported consists of food. In most cases, food is imported through ports or across borders. UNHCR will normally be responsible only from the port or border crossing. WFP is responsible for the international transport of food which they provide. UNHCR takes responsibility for the external and/or local purchase and delivery of all complementary food commodities.

8. When the EU provides food aid in cash or kind, the donor will normally cover internal transport,

storage and handling.

9. When local purchases are made by UNHCR, tenders should normally include transport to the warehouse(s).

#### **B.24/25 In-Country and International Transport (Non-Food)**

10. When possible and when it is most economical, non-food relief items should be bought locally. However, there may be cases when international purchases are cheaper than locally available goods. UNHCR or the implementing partner(s) will normally be responsible from the entry point/port or from reception in the warehouse.

#### **B.26/27 In-Country and International Transport (Refugees/Returnees)**

11. The successful and safe transport of refugees and returnees needs careful planning, both at the point of departure and at destination. Arrangements for water, food and medical care during the transfer period is important. Some groups -- elderly, handicapped, children, unaccompanied women -- may need specific arrangements.

12. In most cases, UNHCR vehicles should be used. Buses are best. Trucks may be used, but people should never be transported in trailers. Maintenance and repair facilities must be organized.

13. Only in special cases should aircraft be used - mainly for security reasons. The International Organization for Migration (IOM) may be of assistance for this type of transport.

#### **B.28 Warehousing/Distribution Services**

14. Apart from solid construction and adequate capacity which ensure the protection of food and non-food supplies from adverse climatic conditions (see B.03), the two main factors in proper warehousing (which should minimize possible losses) are physical security measures and proper store record-keeping.

15. Except in extreme emergencies distribution of food and non-food items must be based on a registration system. Distribution will normally take place within refugee camps or areas with refugee concentrations and be carried out by an implementing partner. It is important that UNHCR monitors the establishment of the distribution system and supervise the actual distributions. For further details, see the SFAS Field Handbook, Chapter 8, and Charts 8A to 8G.

#### **B.29 Mechanical Workshop Services**

16. A comparative cost study between commercial maintenance and the establishment of UNHCR facilities should be carried out. One indicator is when repair and maintenance costs exceed 20% of the fleet cost. The consumption of spare parts either for periodic maintenance or for repairs after breakdowns/accidents must be strictly controlled. In most of the areas where UNHCR is involved in operations, and where spare parts are expensive and in short supply, sound control routines must be established.

#### **B.96 Individual/Family Support**

17. As far as possible, pre-departure grants for resettlement, repatriation, etc., should be kept to a standardized minimum and should provide only for pocket money needs during the journey. Female household members should have access to these grants.

#### **B.97 Training/Orientation/Seminar, etc.**

18. At all levels in the logistics system, training of staff is required.

#### **B.98 Other Transport/Logistics Activities (specify)**

19. Please refer to guidelines outlined for other activities of this sector which are applicable as required.

## **B.99 Sector Support/Management**

20. When the logistics system has been decided upon, it is important that the necessary funds are earmarked for personnel required and the administrative cost of the project.

## **C. DOMESTIC NEEDS/HOUSEHOLD SUPPORT SECTOR**

### **C.01 Plan/Survey/Research/Evaluation**

1. Planning for non-food item requirements in camps and settlements should be justified on the basis of predetermined family and/or individual quantities and on the frequencies of distribution based on the expected lifespan of the item. For each relief item, Field Offices should indicate both the quantity and frequency from which calculations for total requirements are made and explore all possibilities to purchase items from refugee producers. Assessment of household needs and resources should include consultation with refugees, and with women in particular.

2. In planning for the distribution of non-food items to beneficiaries who have previously received UNHCR assistance, consideration should be given to the previous distribution schedule, e.g. when items were already received by the same group. This is particularly useful when transfers and repatriation are being planned.

3. For urban refugees, a needs assessment must be made by the Social Counselor to determine the genuine needs of refugees and the level of assistance which should be provided. Such an assessment should be undertaken before commencing assistance, and repeated at regular intervals. Eligibility for assistance should depend on personal savings, support from relatives and/or friends, income from employment or self-employment, assistance from the government or a voluntary agency, length of study programme, health status, length of time in country, refugee status, and where status was obtained.

### **C.21 Relief Substitution**

4. In certain longer term situations where the emergency phase of a refugee operation has passed into a maintenance phase, activities could be initiated in which refugees are supported to produce certain domestic items themselves. Types of activities could include fabrication of sleeping mats, water catchment containers, soap making, footwear and clothing. Such activities assist in eliminating long-term dependence and regular replenishment of relief items, and could generate some remunerative activities within the refugee community at large.

### **C.22 Household Fuel/Goods**

5. The following relief items should normally be provided by UNHCR on the basis of assessed needs: blankets/quilts, cloth/clothing, cooking equipment, cups, plates, spoons and knives (family knife), buckets/jerrycans, soap, plastic sheeting/tarpaulins, mats and tents/housing material.

6. Any other non-food relief item would be exceptional and would need to be fully justified before approval can be given. These might include household fuel, stoves or bedding.

7. In camps, distribution of non-food items should be made at a predetermined schedule in identified quantities. For each relief item the Field Office should determine this frequency based on the expected lifespan of items given the available conditions of use. In settlements, non-food relief items (apart from soap) should be provided on a one-time basis at the initial stage of operation. Any further distribution should be avoided. Particular care should be taken with polygamous households to ensure that each wife has adequate support.

8. In any situation, distribution of relief items should be properly recorded on individual and/or household registration cards in order to avoid duplication, particularly in unstable refugee situations.

9. In all cases, Field Offices should seek alternative resources for supply of relief items. NGO participation in the provision of items should be explored, as this is often an area where NGOs have

significant resources.

10. Stock records of items from previous purchases or donations should be well kept and should be considered prior to initiating further purchases. Account should be taken of such stocks in the preparation of budgets.

11. The use or re-use of receptacles from distributed items should be considered to substitute some relief items e.g. oil cans as water containers, etc.

12. The provision of non-food relief items should be coordinated with NGOs and host governments in order to avoid duplication and acceptance of inappropriate donations.

### **C.96 Individual/Family Support**

13. Urban refugees should be provided with subsistence allowance on the basis of assessed needs and limited to covering food and non-food needs, rent, transportation and other basic requirements. Women family members should have access to these allowances. In general, such assistance should not exceed six months duration. Emphasis during this period should be on seeking employment for refugees or education/training as a means of employment, then allowing three months following schooling.

14. In addition to a subsistence allowance, a one time installation allowance can be given to cover basic items for establishing a household. Female household members should have access to this allowance.

15. The level of subsistence allowance should be fixed taking into account assessed needs, minimum wage in the country of asylum, local conditions and other socio-economic indicators. Normally, a standard rate should be fixed for the head of household and scaled down accordingly for other members:

single adult or head of family	100%
dependent adult (16 years and above)	75%
each dependent minor (15 years or below) up to a total of four	25%
each additional minor beyond a total of four	15%

16. The use of hotels for temporary or permanent housing of refugees and asylum seekers should be discouraged whenever possible. Instead, hostels as well as group or individual private accommodation should be considered.

### **C.97 Training/Orientation/Seminar, etc.**

17. Important areas for training in this sector include management of storage and distribution, and contingency planning for refugee emergencies. Purchasing plans with standard specifications for local and international procurement would also be a key training element to ensure that local resources are tapped to the maximum extent possible for more appropriate, timely, and cost-effective provision of domestic items.

18. Training could be conducted by EPRS and STS for Field Officers and national and/or implementing partner staff.

### **C.98 Other Domestic Needs/Household Support (specify)**

19. The provision of non-food relief items is a major element of refugee emergency response.

### **C.99 Sector Support/Management**

20. Whenever possible, implementing partners responsible for Domestic Needs should also be

responsible for other sectors (e.g. Food, Transport/Logistics) where similar activities (i.e. procurement, distribution, transport of goods, stockpiling) form the basis of their project implementation.

#### **D. WATER SUPPLY SECTOR**

1. A review of a refugee water programme may take many forms. It may concentrate upon sector problems (planning process), project organization (design, construction), specific problems (delays, operation and maintenance problems) or particular policy issue (tariff policy).
2. The main concern is to establish whether the means chosen are effective given the goals set, whether the means selected are the most cost-effective given the resources available, and whether the outcome is contributing to the improvement of the beneficiaries' living conditions.
3. Therefore, any review of a particular water programme cannot be done without an evaluation/review of the original objectives and the appropriateness of the standards which have been set.
4. It has to be mentioned that the choice of appropriate personnel for a review can be crucial to its success. The main issue is the specialist expertise required to carry it out. The variety and size of UNHCR water programmes, the real shortages of technical staff in the field and any financial constraints are all factors to be considered. PTSS expertise should be used as much as possible where feasible. Alternatively, experts from an implementing agency, from the national water department or from aid donors might contribute to make a sound technical review.

##### **D.01 Plan/Survey/Research/Evaluation**

5. Data on the hydro geological and hydrological conditions, the climate and the topography of the area should be used whenever available. If essential data required for designing and planning is missing, surveys should be organized in close co-ordination with PTSS.
6. The water development policies of the host country, the existing government structures and the private sector technical capability as well as the ongoing or planned development projects should be assessed as a part of the data collection.
7. Planning should be done keeping in mind that the objective is to provide safe water, easily accessible and in quantities adequate for drinking, food preparation and personal hygiene through facilities which can be easily maintained and operated. As water collection can be a time consuming and labor intensive task, particularly for girls and women, locations should be carefully planned with this in mind.
8. Refugees should be involved in the planning process in order to ensure that their cultural norms, habits and preferences are considered and to stimulate their willingness to participate in the construction, operation and maintenance of the facilities. In many societies, women are responsible for collection of water and are primary users for food preparation and washing. Particular attention must be paid to including their participation.
9. The comparison between the initial objectives and the actual achievements of objectives should be made. In case of failure, a critical examination procedure must follow to identify alternatives.

##### **D.03 Water System Development/Construction**

10. The most appropriate and cost-effective water system development and construction should be adopted according to the degree of services to be provided and taking into account the national water policy.
11. Water tanker operations should be avoided unless no other alternative solution exists. Should this be the only way of providing water in a given situation, then alternative sites for settlement should be sought unless nearer water sources can be identified and developed in the short-term.
12. The most appropriate implementing arrangements vary from country to country. However, the

following general guiding principles should be considered:

refugee (both male and female) involvement in skilled and unskilled labour;

co-ordination with the ministry responsible and national/external agencies and/or private contractors to implement. Usually, NGOs are in a better position to mobilize human resources and react on the spot. However, their involvement should be in accordance with their technical capability;

contracts and agreements should include a plan of action, technical specifications as well as penalty and evaluation clauses for the private contractors.

13. Detailed inventories of completed water supply facilities complemented by narrative and financial reports should be kept.

#### **D.21 Water System Operations**

14. Beneficiaries should be involved in the operation and maintenance of the water supply systems. Elected water committees should be in charge of monitoring the operation of the water systems. Depending on the requirements, the operation and maintenance activities should be paid for or undertaken on a self-help basis. Given the important role of women in water collection, efforts must be made to ensure that they are able to participate.

#### **D.97 Training/Orientation/Seminar, etc.**

15. Selected beneficiaries (male and female) should be trained for the operation and maintenance of the water supply systems. On-the-job training should start during the construction phase and end at least six months after the commissioning of the systems.

16. Formal training should be organized as well, if required, through seminars or workshops. Costs for such training should be included in the relevant budget.

#### **D.98 Other Water Activities (specify)**

17. Other Activities not listed above should be specified and budgeted here.

#### **D.99 Sector Support/Management**

18. The integration of the water supply system into the existing national programmes should be investigated at the onset of the planning phase. Discussions with the national ministry and the development agencies on the handover to national programmes should be initiated by UNHCR as soon as possible.

19. Operation and day-to-day maintenance costs of water supply systems should be covered by the beneficiaries whenever possible. Tariff system(s) should be established based on the national water policy and should be applied when the beneficiaries have enough income to pay for the services.

20. Costs for major maintenance, rehabilitation and upgrading works should be met under the UNHCR budget. Whenever international procurement of spare parts or equipment is needed, arrangements should be made within the UNHCR budget or with development agencies assisting the local population.

### **E. SANITATION SECTOR**

#### **E.01 Plan/Survey/Research/Evaluation**

1. Data regarding soil characteristics, water table and topography are to be used when available, or collected if not available, before designing and planning activities in the sector.

2. Appropriate technology should be promoted for latrine construction, sewage treatment and garbage disposal in particular.

3. Cultural practices of women and men should be considered in planning latrines.

### **E.03 Sanitary Facilities/Latrine Construction**

4. Ventilated Improved Pit (VIP) latrines should be promoted and seen as a means to avoid drawbacks (i.e. odours, flies, etc.) of traditional latrines and not as a second priority.
5. Beneficiaries should be required to build their own family latrines. Appropriate materials and tools should be provided. Vulnerable families should be identified and assisted in this activity.
6. Communal latrines (except when attached to public facilities such as schools, clinics and community centres) should be avoided as much as possible.
7. In cases where soil conditions cause frequent collapse of latrines, cost-effective technical solutions are to be sought from qualified professionals (locally or in PTSS). However, in view of the high costs associated with latrine construction in such soils, alternative sites should be sought whenever possible.
8. The fabrication of latrine slabs and bricks (pit lining, erection of latrine superstructure, etc.) should be promoted and workshops established accordingly, especially for large camps. On-site production of the above items should be preferred to centralized production, while ensuring that quality standards/criteria are met.
9. The location of the latrines should take into account the physical security of women and children using them at night.

### **E.21 Human Waste Control**

10. De-sludging is to be organized periodically to empty aquaprivies and septic tanks before they are completely full. The possibility to mobilize trucks belonging to surrounding municipalities should be investigated before purchasing such vehicles which are very expensive. For this purpose, operational costs of vacuum trucks are to be budgeted and a suitable site should be identified for the final disposal of night soil.
11. Defecation fields should be avoided wherever possible. In cases where this is the only viable alternative, provision should be made within the budget for regular cleaning and chemical spraying.
12. The maintenance of sanitary facilities should be assumed by the beneficiaries themselves. They should be given basic hand tools and light equipment (e.g. wheelbarrows) for this purpose.

### **E.22 Solid/Hospital Waste Control**

13. In general, beneficiaries should assume responsibility for garbage collection, transportation and disposal. Refuse bins and tools for pit digging are among the resources to be provided for these purposes. Particularly vulnerable families should be identified and assisted in this activity.
14. Refuse trucks may be used for waste disposal only in very large camps. In such cases, truck hire should be preferred to purchase. In other locations, solutions such as the use of donkeys and carts should be sought.
15. Medical wastes should be dealt with separately and buried or burnt in special places, preferably within the hospital compound.

### **E.23 Vector/Pest Control (except warehouse)**

16. Priority should be given to mosquito (malaria vector) control or control of any other disease vector prevalent in the area where refugees are located. Such control should be consistent with cost-effective methods.
17. As far as possible, environmental measures (drainage, filling, etc.) are to be used for vector control. Refugee labour should be used as much as possible.
18. Spraying, if required, should be done on the advice of qualified persons to avoid indiscriminate

application. Protective and safety equipment should be readily available and maintained in serviceable condition.

#### **E.97 Training/Orientation/Seminar, etc.**

19. Training and outreach in hygiene (personal, habitat, environmental) and sanitation for beneficiaries is important. Budgetary allocations should cover the training of beneficiary community health workers who would then train others in the maintenance of hygiene. Beneficiary women should play an important role in this activity.

20. All spraypersons should be trained in safety procedures and be given information on the pesticides stored and on the handling of spills.

#### **E.98 Other Sanitation Activities (specify)**

21. As far as possible, specific well-drained areas should be provided for washing clothes. Please refer to other Activities in this Sector for guidelines which are applicable.

#### **E.99 Sector Support/Management**

22. In emergency situations or at the initial stages of camp development, it is often imperative to establish a maintenance team amongst the beneficiaries. The funding of workers' salaries should be gradually decreased and stopped once the beneficiary community has reached an acceptable level of organization. Every attempt must be made to include women representatives in these teams.

### **F. HEALTH/NUTRITION SECTOR**

#### **F.01 Plan/Survey/Research/Evaluation**

1. Ongoing health and nutrition surveillance is an integral part of primary health care services and as such is not budgeted separately. However, it is important to supplement it with periodic surveys in order to monitor the health status of the beneficiaries as a whole, to identify diseases of public health significance and to assess the effectiveness of health programmes. At the beginning of a new influx, and thence every 3-6 months until the situation has stabilized, it is usual to effect surveys of nutritional status, immunization coverage, and retrospective mortality. Medical surveillance statistics should be broken down by age and sex. Mortality surveillance systems should include separate listings for death during pregnancy and following childbirth.

#### **F.03 Health Facilities Construction**

2. Health care centres in emergency and camp situations should be simple, made of local traditional building materials, and equipped to a reasonable level. The use of prefabricated buildings and containerized units should be avoided: these are never appropriate or cost-effective. Siting of the structure should take into account key environmental factors such as adequate water supply, waste disposal measures, provision of latrines and population accessibility.

3. Separate consultation rooms, shaded waiting areas and latrines must always be provided for women. If there are in-patient beds in a larger camp health centre, a separate ward must obviously be provided for women.

4. Primary care is provided by community health workers based in satellite clinics: a hut with a shaded waiting area and a separate room and latrine for women. There should be one satellite clinic per zone of 1-2,000 refugees.

Secondary care is provided in the central camp clinic or health centre: staffed by nurses and doctors; 1 clinic per camp or per 10-20,000 refugees.

Tertiary care (hospitalization) is generally provided on a referral basis, i.e. at the nearest district or regional hospital. Thus UNHCR is almost never involved in the construction of hospitals.

5. In settlements, construction of health facilities should conform as far as possible to MOH

standards in order to facilitate eventual handover.

6. Construction of staff housing should be avoided. The exception is the case of isolated camps or settlements in which qualified medical staff are not available among the beneficiary populations; here adequate housing must be provided.

#### **F.21 General Health Services**

7. This Activity is intended for the cost of an integrated health service including drugs, medical supplies, staff, vehicles and medical equipment operated by a single implementing partner in a given location, where it would be difficult to define the component activities in separate budgetary terms. This Activity should also include costs of reproductive health services, where appropriate.

#### **F. 22 National Services Support**

8. The services provided to beneficiaries should always be at a level equivalent to that available to the host country nationals. The best way of achieving this is through the support of local services and their strengthening, so as to extend them to the beneficiary populations. This means wherever possible engaging the Ministry of Health as principal implementing partner, with support from NGOs as appropriate. UNHCR should solicit input from WHO, UNICEF, NGOs and bilateral donors with a view to strengthening MOH services.

#### **F.24 In-patient Services (including patient feeding)**

9. At camp or settlement level, the need for inpatient services is small: for a population of 10-20,000, a maximum of 5-10 beds can be provided in the health centre. These will mostly be used for caring for cases such as severe dehydration or respiratory infections requiring intravenous treatment. More serious cases should be referred to the district hospital. In those rare circumstances where the nearest referral hospital is too far distant to serve the beneficiary population and a new facility needs to be constructed, this should follow MOH guidelines.

#### **F.25 Outpatient Services**

10. As stated under Activity F.03, separate consultation facilities must always be provided for women. Ideally, at least 50% of health staff at all levels should be women. Distinct from MCH (see F.27), women's health services must afford culturally appropriate care and counseling to women of all ages in the domains of gynecology, family planning, nutrition and mental health. Outpatient services include care provided at the satellite clinics (primary level) and central camp clinics (secondary level).

#### **F.26 Community Health Services**

11. Among the main priorities in the organization of health services is the active involvement of the beneficiaries, not only in the delivery of care, but also in the overall planning and coordination of services. Emphasis in this activity should be given to training beneficiaries as community health workers (CHW) by implementing partners, following MOH curricula as appropriate. At least 50% of those trained should ideally be women. Based in the satellite clinics, CHWs will visit houses for case-finding and referral and first-line treatment of diarrhoea (oral rehydration), acute respiratory infections, and malaria. In addition, traditional healers and birth attendants should be trained and used as they provide the main link between health services and the beneficiary community. There should be an understanding of traditional practices which may be harmful to the health of certain groups of the population, and appropriate steps taken to minimize the negative results of these practices.

#### **F.27 Maternal/Child Health Services**

12. Mother and Child Health (MCH) should be based in the central clinic but with operational links to the outreach activities of the satellite clinics. The main activities are: antenatal, intrapartum (i.e. during delivery) and postpartum care of mothers; immunization of children against the 6 target "EPI" (expanded programme of immunization) diseases, namely polio, measles, TB, whooping cough, diphtheria and tetanus; nutritional monitoring of children by regular weighings; health and nutritional education; regular preventive activities such as deworming and vitamin A prophylaxis; and, if appropriate, distribution of

supplementing feeding dry packs.

## **F.28 Supplementary Feeding Services**

13. There are two levels:

- (a) therapeutic feeding programme (TFP): this means intensive "wet" feeding i.e. on-the-spot cooked meals for severely malnourished children (less than 70% weight-for-height, or with kwashiorkor). If the numbers of such children are small, they can all be referred to the local hospital and no TFP needs to be set up; if large, however, they represent too great a burden on the hospital and a camp-level TFP must be established. The infrastructure includes a large, closed compound (e.g. total area at least 5 sq metre/child), with covered shelter against sun and rain, latrines, garbage pits, food storage area, staff hut, etc. Staff includes nurse-supervisor, assistants, cooks, watchmen, persons to collect water and fuel, cleaners. For more details see the WHO/UNHCR publication *The Management of Nutritional Emergencies in Large Populations*.
- (b) supplementary feeding programme: this means distribution of either wet or dry rations. The goal for dry feeding is to increase the total amount of food available to a family when one or more of its members is "at risk" i.e. pregnant or lactating, chronically ill (TB, etc.), or (for a child) less than 80% weight-for-height. The ideal product to distribute is a locally produced "weaning food mix", generally composed of a mixture of milled cereal, pulses and sometimes dried skim milk. This mixture should be bagged as "dry packs" and distributed to beneficiary families via the MCH programme. For wet feeding, separate facilities similar to TFP should be established and high energy milk and/or porridge provided twice daily. In both wet and dry feeding programmes, emphasis on outreach (e.g. finding newly malnourished children) should be made.

## **F.29 Pharmaceutical Services**

14. In the initial phase of a new refugee influx, New Emergency Health Kits should be ordered. Each kit provides sufficient drugs for 10,000 persons for 3 months. As of the end of 1990, the CIF (air freight) price of each kit was approximately US\$ 8,000. Note that the kits do not contain vaccines, which must be ordered separately. In a new influx situation, measles vaccine and vitamin A capsules must usually be ordered urgently, separately from the drug kits.

15. After the emergency phase, regular six-monthly drug procurement should be made using the order forms of Annex A in the *UNHCR Essential Drugs Manual*. These forms are available on diskette. Vaccines for the EPI programme (see F.27) can often be obtained on a donation basis from UNICEF via the MOH.

16. Other priorities are: secure storage of drugs and supplies, effective distribution, stock monitoring and re-ordering, and fielding of adequately trained pharmacy staff. Details are given in the *UNHCR Essential Drugs Manual*.

17. Provision must be made for menstruating women; a sanitary or a culturally appropriate substitute should be included in any medical kits.

## **F.30 Health Education**

18. Health education is an activity that is normally performed on an integrated basis in the course of other health sector activities. Nonetheless, this activity would cover specific needs such as material (posters, audiovisual material etc.) or, in some situations, the post of a full-time health education specialist within an implementing partner's sub-project.

## **F.31 Laboratory Services**

19. Central camp clinics require only very basic laboratory facilities, if any at all. In many situations, specimens such as malaria slides or sputum samples for the diagnosis of TB can be taken by camp health staff and sent in batches to the district hospital for examination there by the government

laboratory staff. If this is impractical owing to distance or sheer size and isolation of the beneficiary population, a camp clinic laboratory can be established by the health implementing partner. It should aim to handle only the most basic analyses: malaria and TB slides, gram stain of CSF for meningitis, haemoglobin, fresh stools examination. A good technical reference is *Establishing a Refugee Camp Laboratory* published by SCF (UK).

### **F.32 Immunization/Cold Chain Services**

20. Immunization is one of the most important facets of health programmes and priority should be given to achieving high coverage (100% for measles, 100% for tetanus toxoid for women at child-bearing age and at least 80% for other vaccines in the EPI). Implementation is via MCH (F.27). Existing MOH services should be strengthened and extended, and the input of UNICEF and other agencies should eventually be encouraged to complement and/or replace any input from UNHCR.

21. During the emergency phase, measles immunization is an absolute priority. The other EPI vaccines can be added later, once the situation is under control.

22. The term "cold chain" refers to the uninterrupted chain of refrigeration and cool-boxes that leads from the vaccine manufacturer to the arm or buttock of the person receiving the shot. This system requires technical evaluation to ensure its adequacy or for the design of a new system. MOH, WHO or UNICEF usually can make expertise available locally.

### **F.33 Physical Rehabilitation Services**

23. Services available through the Ministry of Health should be strengthened so that physically handicapped refugees may also benefit. Nevertheless, in situations where refugees have fled armed conflict, there may be very large numbers of persons requiring artificial limbs, and a separate project may need to be set up. This should use locally available materials (e.g. bamboo, leather etc.); beneficiaries must be trained as prosthesis technicians, and each beneficiary must be taught how to maintain/repair his or her own prosthesis in order to ensure eventual independence. Sophisticated imported prostheses should normally be avoided owing to difficulties in maintenance and repair.

### **F.96 Individual/Family Support**

24. Health services for urban populations should also comply with the principles of parity with services available to nationals, and sustainability. Urban refugees receiving assistance from UNHCR should avail themselves of the same services that are available to the average national city-dweller. This will usually be at public clinics or hospitals that are subsidized by the government. In exceptional cases, in which a specific medical treatment is not available in public institutions, a decision to fund referral to a private clinic can be taken by the programme officer/social counselor, if need be in consultation with PTSS. Other sources of funding such treatment should first be sought, e.g. from charity organizations such as the Red Cross and Red Crescent Societies.

25. Where necessary, UNHCR can cover the costs of the following when provided by government services: doctors' fees, medical prescriptions (authorized by attending physician), hospitalization costs, diagnostic examinations (recommended by physician).

### **F.97 Training/Orientation/Seminar, etc.**

26. Skilled national and refugee staff are an immediate and priority resource for providing basic primary health care. UNHCR or implementing partners, in close collaboration with WHO and UNICEF, should meet costs for training of staff to provide essential health care in refugee settings (particularly CHWs and TBAs). Usually, the MOH will have pre-existing curricula and facilities. Ideally, at least 50% of all persons trained should be women.

### **F.98 Other Health/Nutrition Activities (specify)**

27. Integration of refugee health programmes into national health programmes supported by other agencies should be initiated.

28. UNHCR should discuss the possibility of the handover of health facilities in camps and

settlements to governments and agencies involved in this Sector as soon as possible after a refugee influx.

#### **F.99 Sector Support/Management**

29. In a large programme (50,000 beneficiaries or more), it is essential that UNHCR should appoint a Health Coordinator for the planning and supervision of the sector activities, as well as for liaison between MOH and NGOs. The UNHCR Health Coordinator may be a regular staff member on a line created specifically for the purpose, or else may be a long-term consultant or a secondment from an NGO, from WHO, or from the MOH. The person must have extensive experience of the management of health programmes in refugee emergencies.

30. UNHCR funding of expatriate NGO salaries is avoided, except in emergency situations, when it should be stopped after one year. Even in emergencies, implementing partners that have funds for emergencies should be required to cover their staff costs and also contribute to other programme expenses.

31. Clearly the involvement of beneficiaries in the performance of essential tasks is necessary for successful implementation of health programmes. An issue of central concern, however, is that of payment of refugee health workers and traditional birth attendants. In the planning stage of health services, careful consideration should be given to host country policies regarding refugee payment, method of payment (in-kind or in-cash), basis used for determining salary scales, cultural preferences of refugees regarding payment and standardization of methods of payment.

32. In general, UNHCR will avoid the payment of salaries of community-level refugee health workers, owing to the problem of sustainability. In cases where this exists, a gradual phase-out strategy should be planned. Higher-level health staff (doctors, nurses, technicians) should evidently be remunerated.

33. Provision of sophisticated ambulances should be avoided. Instead, commonly used simple pick-ups could be adapted for use as ambulances.

### **G. SHELTER/OTHER INFRASTRUCTURE SECTOR**

#### **G.01 Plan/Survey/Research/Evaluation**

1. Whenever possible, PTSS should be consulted for the selection of a suitable site for camps or settlements, as site determinants (surface area, location, accessibility, topography, water resources, soil conditions, vegetation, prevailing winds, environmental conditions, land rights, existing structures etc.) have major implications on carrying capacity, layout, water supply, sanitation, drainage, type of shelter, overall cost development, etc.

2. Site selection should be based on a thorough survey considering the above-mentioned determinants for each site. The following data are required: topographic maps, land use maps, aerial photography, geophysical data, climatic data, etc. In case no maps or no updated maps or maps of only inappropriate scale are available, the service of professional land surveyors should be considered.

3. Planning of a camp/settlement should always be based on a master-plan in order to assure optimal use of land, human and physical resources, avoid expensive and inappropriate layout, allow for planning of future extension, destruction and phasing out, facilitate management and monitoring, as well as to develop from the outset a timeframe and calculation of expenses as detailed and realistic as possible.

4. Beneficiary women and men should be involved in the planning process in order to assure consideration of their cultural norms, habits and preferences and to stimulate their willingness to participate in the further construction and maintenance of the camp/settlement.

5. Refugee labour should be used as much as possible when clearing sites for settlements. Tools could be provided.

## **G.02 Land Preparation/Site Development**

6. The layout pattern should support the protection of the beneficiaries, the creation and maintenance of social interrelations and the avoidance of social or ethnic conflicts.
7. Due consideration should be given to anticipated changes of surrounding natural resources such as forest, range land and wildlife (where applicable). Environmental improvement through sustainable exploitation of living wild life (forest, range land, wildlife, etc.) should be a part of shelter/other infrastructure establishment planning in drought prone or other stressful regions.
8. Necessary measures should be considered during planning to balance the need to exploit surrounding natural resources against the need to preserve them. All programmes to preserve natural resources must start from the settlers and locals who are both victims and agents of destruction.
9. Pockets of suitable land near proposed settlement site should be identified for planting stocks for improved environment and socio-economic benefits. In this regard, the beneficiaries and the local community should be encouraged to assume responsibility and develop an awareness for the need for the community to organize sustainability in fuelwood.
10. The site should be distant from fragile aquatic ecosystems.
11. Where the camps are located in environmentally stressful remote areas, due consideration should be given in layout pattern to allow between one and five square metres for each household for kitchen gardening/small scale economic tree planting. This is to arrest the problem of malnutrition and vitamin deficiencies besides being a source of food and income.

## **G.03 Refugee Shelter/Construction**

12. Shelter should protect from extremes of climate and provide privacy, emotional safety and security together with storage and protection of property, if possible.
13. Shelter and layout patterns should be in line with traditional habitat and economic activities of refugees, but also with local standards, unless such standards are below acceptable levels.
14. Locally available low-cost natural or manufactured and ecologically sound building material should be used, unless scarcity or a cost analysis proves that imported building material (and prefabricated structures) are cheaper and more appropriate. This implies that an investigation should be made to assess the availability of such materials and their sustainable exploitation.
15. Pending the construction of more durable shelter, the shelter provided in emergency situations should be of temporary nature only, but should last the anticipated duration of the operation.
16. Refugee shelter should be constructed by refugees themselves. The refugee community should be motivated to assist single-headed households and less able individuals in shelter construction.
17. The provision of tools should be considered.

## **G.21 General Site Operations/Activities**

18. Refugee labour should be used as much as possible in site development.
19. For camp structures, public facilities should be semi-permanent, while in settlements more permanent structures should be considered.

## **G.22 Electricity/Lighting Development/Construction**

20. The supply of energy is essential to the majority of operations. Energy is mainly used for water pumping, refrigeration of drugs, grain milling, and lighting, which contributes to the protection of refugees and staff and to the protection of commodities (e.g. lighting of latrines, administrative facilities and warehouses).
21. In addition to electric generators, alternative sources of energy (e.g. photovoltaic, wind, bio-gas, etc.) should be considered for lighting, water pumping and refrigeration of drugs. The choice of energy

sources should take into account the availability of fuel and cost-effectiveness.

22. Particular attention should be given to fuel for cooking. Further degradation of the environment by extensive use of firewood and charcoal should be avoided; see Sector M (Forestry). Use of fuel efficient stoves should be considered, and food provided which does not require excessive cooking time. Beneficiary women should be consulted in planning this activity.

#### **G.96 Individual/Family Support**

23. The provision of grants to individuals or families of urban refugees for rents or housing may be provided under this activity and should allow for basic needs without surpassing minimum local standards. Female household members should have access to this grant.

#### **G.97 Training/Orientation/Seminars, etc.**

24. Apart from periodic training conducted at regional workshops by the PTSS Physical Planner/Architect, similar training exercises could be envisaged by Field Offices to train implementing partners in UNHCR programme requirements, especially as related to site planning/infrastructure/maintenance of large camps or settlements.

#### **G.98 Community/Other Infrastructure (specify)**

25. Community infrastructure should be limited to essential works such as clinics and schools which would come under their various sectors.

26. As many services as possible should be provided at the level of small communities, and centralized services should be avoided.

27. The design of services should be culturally acceptable, of a simple construction and easy to maintain.

28. Beneficiaries should be involved in the planning and construction of services. Assistance for the purchase of materials and tools may be provided.

29. UNHCR funding is usually restricted to the construction of essential feeder roads, using simple and appropriate labour-intensive methods. All-weather access roads should at least be provided to warehouses. Roads should be above flood level and provided with adequate drainage.

30. The course of roads should be designed taking into account the topographical characteristics of the sites. Bridges and expensive cut and fill works should be avoided whenever possible.

31. The circulation networks should assure easy access to the site, easy access of vehicles to food and water distribution points, latrines, clinics, etc. and easy access of ambulances and vehicles in case of fire hazards.

#### **G.99 Sector Support/Management**

32. The beneficiaries' input should be encouraged from the beginning of any major undertaking in this sector, e.g. feeder-road building, site establishment/construction etc., in order to sustain beneficiary and self-help activities and participation in overall site administration.

### **H. COMMUNITY SERVICES SECTOR**

#### **H.01 Plan/Survey/Research/Evaluation**

1. The beneficiaries' input is essential in the needs and resources assessment process. The beneficiaries' views on their own needs and resources can be obtained in a variety of ways, e.g. through registration exercises, through the formal leadership or representative structure, through meetings convened for this purpose, through informal discussions or interviews with refugees, and through a structured survey. Ideally a combination of such approaches would be used. Key issues include identification of major sub-groups within the general beneficiary population, i.e. vulnerable groups, priority needs as seen by the beneficiaries and beneficiary sub-groups, resources (e.g. skills, material goods,

livestock or funds) that the beneficiaries can bring to bear on their needs and ways and means on how priority needs were met in the country of origin. It is essential that both women and men be consulted, as they may well have different views. It may be necessary to consult them in separate groups as women may not be used to speaking in the presence of men.

2. The development or revision of a project design should be an interactive process involving the beneficiaries, the implementing partners and UNHCR. A demographic profile of the population is a pre-requisite for project planning, as well as information on the social and organizational structure of the beneficiary population which has a bearing on the projects. Throughout the course of an assistance effort, the socio-economic profile of the beneficiary population should be revised, the quality of information up-graded, and the project design adjusted accordingly.

#### **H.21/26 Special Services for Sub-groups of Refugees**

3. In planning and implementing assistance projects, special attention must be given to groups within the beneficiary population whose needs may not be met adequately from assistance provided to the general population. Those who are the most vulnerable in a refugee situation are usually the least likely to make their needs known.

4. Unless their particular situations are taken into account in the design of projects or, in some cases, special measures are provided for them, such groups may become disadvantaged or physically vulnerable. This could include, for example, unaccompanied children, disabled persons, unaccompanied isolated women, elderly refugees without family support, single parent families, individual refugees without links, and ethnic/social/minorities.

5. Assistance measures to benefit such refugees should be community based, seeking to promote their security and basic welfare within the context of the refugee community. Except where physical security problems make it necessary, social services for vulnerable refugees should not involve organizing group care, but rather working with those concerned, so that the refugee community and its leaders can ensure they are able to meet their needs effectively.

6. Furthermore, assistance measures for vulnerable refugees should not focus exclusively on the immediate concerns of security and daily living but also to improve the refugees' capacity to meet their own needs in the longer term. Training for family reunification, physical rehabilitation, vocational training and support for income generation activities are some examples of such measures.

7. The following Activities highlight some key issues. Additional guidelines on these groups are available in the *UNHCR Handbook for Social Services, Guidelines on Refugee Children, Guidelines for Interviewing Unaccompanied Refugee Children and Adolescents and Preparing Social History* and *UNHCR Guidelines on Assistance to Disabled Refugees*.

#### **H.21 Special Services (Unaccompanied Minors)**

8. This Activity includes children who have become separated from their own family. UNHCR is required to give special attention to refugees who are below 18 years of age who are not being cared for by an adult who by law or custom has the responsibility to do so. The principle guiding any action or decisions concerning unaccompanied minors is to promote the "best interest" of each child. The unique needs and situation of each individual must be considered.

9. The following are essential components in responding to the needs of unaccompanied minors:

Needs assessment: careful assessment is important to decide what assistance unaccompanied minors need to meet their basic needs and to determine the social mechanisms at work within the community to meet their needs;

Care arrangements should be as much as possible entrusted to the beneficiary community, while institutional care arrangements should be avoided in favour of family placement, small group care with the community, and supervised independent living for mature adolescents as appropriate;

Tracing and family reunification efforts must begin as early as possible. Priority should be given to family reunification whenever there is a reasonable chance that this can be arranged. Children who have been separated from their parents and are in the care of other families or organizations would require thorough documentation and tracing assistance;

Careful compilation and assessment of information on each minor is necessary from the initial stage. These records should be maintained and preserved on a permanent basis. The *UNHCR Guidelines on Interviewing Unaccompanied Minors and Preparing Social Histories* is a useful tool for gathering data in order to build a Social History for the minor.

## **H.22 Special Services (Children)**

10. Children comprise about half the world's refugees. Because they are developing physically and mentally they have particular needs. Decisions regarding assistance to refugee children are based on two principles, i.e. the "best interest" of each child and "family unity".

11. The particular needs of children generally are recognized in national and international law. Thus refugee children, in addition to having certain rights as refugees, also have specific rights to protection and assistance by virtue of the fact that they are children. In addition to becoming familiar with the relevant provisions in international instruments, as indicated in UNHCR's *Guidelines on Refugee Children*, determine what rights and benefits refugee children are entitled to under applicable national legislation and services provided locally for children.

12. A two-pronged approach to meeting the needs of children may be necessary. While establishing procedures to assist and protect unaccompanied children (see Activity H.21), vulnerable and impoverished families must be supported in their efforts to care for their children in the family.

13. Children's social, cultural and mental development may be harmed by long-term residence in the artificial environment of a refugee camp. Where camps are unavoidable, measures that enable families and refugee communities to live as normally as possible in economic, social and cultural terms will generally benefit refugee children. To the extent that measures to meet children's needs adequately through other sectors and activities function relatively well, special services to refugee children are not required.

## **H.23 Special Services (Women)**

14. The welfare of the refugee family often depends largely on the health and available time of refugee women. In rural situations such tasks as carrying water, gathering fuel, collecting food rations, cooking and taking care of children often fall to women. In designing projects, attention should be given to such realities of daily life, as the time and labour demands may jeopardize the health of women and their ability to give sufficient attention to caring for their children. The provision of fuel or an improved water system may be justified in this context.

15. Most needs of refugee women should be provided for under other Sectors. UNHCR's fundamental approach to the situation of refugee women is that of "mainstreaming", which means action is taken in all sectors to ensure that the impact on women is positive, or at least not negative, and that action is taken to enable refugee women to effectively participate in interventions.

16. In addition to ensuring that women benefit adequately from the general system for the provision of food, water, shelter, cooking fuel, health care, sanitation, and basic household items, certain special services may be needed. Child care may be required to free women to work. Training may enable them to develop new income-generating skills.

17. Isolated women may face risks of physical violence and sexual abuse. Measures which can help reduce these risks include: providing unaccompanied women and families headed by women with secure housing (e.g. foster families or group accommodation), providing women with information about their rights in the asylum country, protection activities, available services and communication channels with UNHCR, local authorities and NGOs, seeking the co-operation of national authorities, NGOs and refugee representatives in protecting refugee women and reporting incidents, appointing female staff who may have easier access to refugee women, and promoting the participation of women in camps or

settlement activities, particularly by ensuring their participation in camp committees.

18. Give attention to any women who have suffered sexual violence and take steps to aid in their recovery. Culturally appropriate supportive or therapeutic counseling should be made available. In addition, Offices in the Field should cooperate with government authorities to ensure that perpetrators are dealt with properly.

19. Gender impact analysis and gender impact training for field staff is also an important element to consider to facilitate the mainstreaming of refugee women in planning assistance activities.

#### **H.24 Special Services (Single-parent Families)**

20. Because of the dangers and hardships inherent in many refugee situations, it is quite common for a significant proportion of refugee families to be headed by a single parent, most often by a woman. Special support may be needed to maintain these family units.

21. Problems of this group are likely to include reduced mobility due to child care responsibilities, lack of time to earn an income due to domestic responsibilities difficulty in achieving self-support, difficulty in obtaining assistance or concern with physical security.

22. Among the solutions which should be considered are child care (preferably arranged by refugees for refugees), up-grading and skills training courses, employment (self-employment, either alone or in a small business with others, or in a production unit or other labour insertion activity), residential centres for unaccompanied women or single-parent families, and mutual support groups.

#### **H.25 Special Services (Elderly)**

23. Various sectoral assistance activities should be designed in ways that ensure the physical, psychological, social and economic needs and security of elderly refugees. Elderly refugees without family support may require assistance with immediate needs and/or with durable solutions. Isolation is very often a problem among elderly refugees and particularly in urban areas.

24. As a matter of policy, UNHCR assistance to elderly refugees should be based on the principle of community and family-based care. Appropriate measures that may be introduced to care for the elderly include income (work, subsistence allowance, social security, annuities), in-home help by volunteers, neighbours or relatives, nursing care, assistance in construction/maintenance of housing latrines, placement in foster families, assistance in collection of water, fuel and preparation of food and cultivation, day care centres, health services, institutional care (only where there is no other possibility), group activities and community centres.

#### **H.26 Special Services (Disabled)**

25. The World Health Organization (WHO) estimates that 10% of the world's population is disabled. In any given beneficiary population, the question is not whether there are disabled persons, but rather what is the nature of their disabilities, what can be done to prevent further disabilities, and what can be done to help them live more normal lives.

26. Preventive measures such as adequate nutrition, primary health care (including immunizations), sanitation and the reduction of safety hazards should be given a high priority in a refugee situation. Beneficiaries with physical or mental disabilities who do not have family support require urgent attention in supplementary feeding, construction/maintenance of housing and latrines, collection of water, fuel, wood and preparation of food.

27. Measures to assist disabled persons should promote their integration within their communities. The community-based rehabilitation promoted by WHO is a cost-effective approach with the potential for reaching large numbers of disabled people where they live. Families are the primary channel for promoting rehabilitation in this approach.

28. To the extent possible, efforts should be made to ensure that disabled persons have access to the same rehabilitation services as nationals, and where this is not possible, to services equal to those available to nationals. However, where individuals suffer physical, mental or sensory disabilities related

to war, persecution, torture or the hazards of flight, the provision of special appropriate rehabilitation services to the beneficiaries as basic components of UNHCR's assistance programme is justified.

29. In designing and implementing sectoral activities, care must be exercised to ensure that disabled persons have equal access to and opportunities in education, work, housing, health and social services, and to all aspects of social, cultural, and religious life which are accessible to the beneficiary population at large.

30. A limited number of disabled refugees with extraordinary medical problems may receive treatment through international medical referrals, normally within the region where they have asylum.

31. Victims of physical abuse or violence require coordinated medical, counseling, material and legal assistance. The cause of suffering may have been rape, torture, or other violence, or an indirect form such as a result of the death of family members, or forced separation from home and family. When a person has been the victim of such violence, the first concern is to see that the necessary medical care is provided. Medical care and initial short-term counseling may lead to recovery, or in more serious cases to therapy with a professionally-trained psychologist or social worker.

32. UNHCR Headquarters may obtain funds to assist the victims of violence from other sources such as the UN Voluntary Funds for Victims of Torture and/or Organized Violence.

33. UNHCR's policies and guidelines regarding refugees with disabilities are provided for under *UNHCR Guidelines on Assistance to Disabled Refugees*. Refer to the *Guidelines on Refugee Children* for more information on the prevention and treatment of children's disabilities.

#### **H.27 Mental Health Services**

34. Some beneficiaries may require some type of therapeutic help or referral before progress can be made towards a durable solution. Various approaches can be used to help persons with mental health problems, i.e. it is useful to explore support from family, friends, neighbours, community group, religious group or traditional healers.

35. All community based support and services should be explored before an individual is placed in an institution for treatment for a mental health disturbance. Such areas as the following should also be investigated: Do staff responsible for treatment speak the language of the person? If language is a problem, is an interpreter available on a regular basis? Are treatment staff familiar with the culture of the person?

36. If appropriate treatment is not available, an inter-country transfer under a UNHCR Headquarters-administered project may be necessary.

37. For additional information, refer to the *UNHCR Handbook for Social Services* and the *Guidelines on Refugee Children*.

#### **H.28 Community Development Services**

38. If the aim of UNHCR assistance is to help refugees to become self-supporting in order to integrate into a country of asylum, community development is essential from the outset of an emergency. This means that refugee participation and self-management must be stressed in all sectors, self-support is emphasized from the start, the means of achieving this should be provided as early as possible (i.e. training in organizational management and technical skills) and making provision for "seed money" to support community initiatives.

39. Detailed guidelines on how best to implement community development services are included in the *UNHCR Handbook for Social Services* and the *Community Work, Social Work Training in Refugee Camps* (a manual based on experience derived from a UNHCR/Radda Barnen Programme in Somalia 1985-1987) by Ulla Blomquist and Joy Mahlasela.

#### **H.29 Cultural/Recreational Activities**

40. When a refugee influx occurs, the resulting clusters of people can be seen as disrupted

communities. Depending on the circumstances affecting their exodus and arrival, traditional cultural patterns may have broken down. Thus, from the beginning of an emergency, it is essential to encourage and assist refugees to re-establish cultural patterns that will facilitate their adjustment to the new situation and help them to re-build a "normal" community to the extent possible. Outside assistance with this should only be in response to what the refugees themselves see as important.

41. Careful analysis of current cultural patterns as well as awareness of cultural differences among refugee sub-groups is necessary to determine the aspects to be supported or encouraged. Some examples of cultural activities that proved useful in certain situations include helping refugees establish cultural or religious centres, helping refugees establish traditional mutual associations, women's groups, establishing links between traditional healers and primary health services and organizing refugee self-help groups.

### **H.30 Fire Prevention/Fighting Services**

42. Overcrowding and poor site planning can be a cause of fire in settlement and camp situations. Consequently, it is important to set up committees selected from within the community to take on the responsibility of fire prevention and fighting. UNHCR, NGOs and/or government body responsible for the administration and management of camps or settlements should provide necessary training, guidance and support to the fire prevention and fighting committees who will have the responsibility of educating and sensitizing the beneficiary community in this respect.

### **H.31 Social Work Services (Counseling)**

43. Urban refugees and asylum seekers are faced with numerous problems which can be alleviated through the provision of counseling services. To meet these problems they require:

initial orientation and information on available services;

interpretation of policies and procedures regarding recognition of refugee status where applicable;

information on restrictions which might be imposed on refugees in terms of work permits, etc.;

guidance towards their adjustment to a new situation;

encouragement to combat insecurity and enhance self-confidence and the ability to become productive;

advice on how to proceed with realistic planning in order to achieve self-support;

information on educational opportunities, employment openings and possibilities of apprenticeships and vocational training or retraining;

referral services for accommodation, medical services for treatment of mental or physical handicaps;

material assistance to meet emergency needs/effect permanent establishment;

guidance and support in cases of disrupted families;

care for orphans, the aged, etc.,

advice and assistance to achieve family reunion, voluntary repatriation or resettlement.

This information should be systematized and shared with the community of refugees via notice boards and leaflets in languages understandable to the refugees.

44. Through effective counseling, the beneficiary should be enabled to determine for him/herself, both in his/her immediate circumstances and in the longer term, realistic and attainable goals and work out plans which will lead to their achievement. In determining such goals, it is understood that a

realistic assessment of the situation of the individual beneficiary and his/her family, taking into account material, social, educational, psychological and ideological factors is necessary in addition to a good knowledge of the opportunities for local integration or resettlement.

45. The counseling service should be familiar with community resources which can be useful in solving the beneficiaries' problems and maintain appropriate liaison with them. The gamut of welfare, educational, health and social services and their criteria and possibilities of providing assistance, should be thoroughly known to the counselors. Counselors should also be constantly aware of potential in the labour market and the economic reality of the country/region in which they operate. Regular contacts should be maintained with bodies such as Employment Services, Chambers of Commerce, Education Boards, Vocational Guidance Institutes etc., and their advice and help sought as required. Ideally, at least 50 per cent of counselors should be women to facilitate communication with beneficiary women.

#### **H.96 Individual/Family Support**

46. The objective of UNHCR assistance and support to individuals and or families is not only to alleviate immediate suffering and meet the basic needs but also to work with the beneficiaries up to the point that they achieve and sustain relative self-reliance. To reach this service objective there is a need to develop multi-disciplinary interventions and to consider various service dimensions. It is not sufficient to offer piecemeal service, such as subsistence assistance, or scholarships for general schooling. The question which needs to be addressed is "to what end" are these services offered and will they result in self-reliance for the beneficiary?

47. Assistance to individuals and/or families should be based on established ground rules and standards which take into account the legal situation of the beneficiaries, the socio-economic situation in the country of asylum, etc., and that also provides guidelines on the type, level and duration of assistance to be provided.

#### **H.97 Training/Orientation/Seminar, etc.**

48. Training of locally recruited social counselors and workers (both men and women) in questions relating to case-management is important, and to this effect technical guidance and support should be sought at the appropriate stages of the development of counseling service projects.

49. The training of para-social workers, community-based rehabilitation workers, community outreach workers, interpreters and volunteer workers from within the beneficiary community serves to promote more effective participation in the local decision making process by providing facilitating agents as an aid in the process leading towards self-reliance. Practical guidelines on training are provided in the UNHCR publication, *Community Worker, Social Worker Training in Refugee Camps*.

#### **H.98 Other Community Services (specify)**

50. Depending on the cultural norms and specificity of a beneficiary population, community development workers may be asked to assist and/or to advocate, provide referral services and/or even financial contributions. One example of such services might be assistance related to funeral services.

#### **H.99 Sector Support/Management**

51. It is essential to underline that, although the administration of refugee counseling services may be undertaken by other bodies, UNHCR carries the overriding responsibility for the legal and social protection of refugees and for ensuring that this is effectively exercised.

52. Counseling can be provided to refugees through various channels depending on the situation prevailing in each country of asylum. To be effective, however, counseling services should be properly structured, built around a nucleus of professionally trained social case workers and that they be given the expert guidance and the administrative support they require.

53. Where effective counseling services for refugees are not already offered either by governmental bodies or voluntary agencies, appropriate counseling services should be established on the basis of an evaluation of such factors as: the size and complexity of the caseload; the capacity, competence and experience of agencies and services catering to the refugee needs and the professional qualifications of

their staff; the relationship of agencies and services to each other.

54. Wherever possible, the establishment of counseling services should involve the participation of local agencies and services already providing, or interested in and capable of offering, counseling to refugees, with volunteers from within the refugee community to work as interpreters, etc. Such involvement will ensure the application of local knowledge and experience, refugee participation, effective coordination of efforts, and the strengthening of the sense of local responsibility and community concern. To ensure that refugee women have adequate access to sources, every effort should be made to have at least 50 per cent of counselors as women.

55. Counseling services should be functional. One or more qualified counselors should form the basis of the service with appropriate supportive secretarial/clerical staff. The number of counselors will depend on the size of the caseload to be assisted, the complexity of the problems presented, the number and size of projects to be implemented, etc. When the caseload is small, one social worker plus one full time secretary/clerk, who will also cover any necessary accounting work and one interpreter, (if necessary) should suffice. Where several counselors are required, the practice is for the senior counselor to head the counseling service while at the same time offering direct services to refugees as time permits. Efforts should also be made to recruit volunteers from within the refugee community to perform various social and community services functions.

56. Since counseling consists of a person-to-person activity, the success of which is mainly based on the quality of the staff who will provide such counseling, the selection of counselors trained in social casework is of primary importance. Wherever possible, suitable local persons should be recruited as counselors.

## **I. EDUCATION SECTOR**

1. UNHCR uses the 1989 Convention on Refugee Children as a normative frame of reference for policies concerning children (see UNHCR's *Refugee Children: Guidelines on Protection and Care*). It seeks to ensure that all refugee children can enter the school system and that the ladder of educational opportunity is open to all children, although at the post-secondary level, this should be on the basis of capacity by every appropriate means.

2. Education programmes should be community based wherever possible. Refugee women and men should normally assume organizational and teaching roles in refugee camps and settlements. Teachers should be given "incentives", not formal salaries, at levels which are sustainable, pending voluntary repatriation, self-reliance of the refugee community or integration into the national system of education.

3. A guiding principle is that the trauma of exile should not be aggravated by the trauma of loss of educational opportunity. However, in a large-scale refugee emergency, support for education will normally be on a phased basis, beginning with non-formal studies to maintain and develop basic study skills, and moving towards formal studies as circumstances permit.

4. Education should initially be oriented towards voluntary repatriation (e.g. by use of curricula and languages of the country of origin), but may be progressively reoriented towards host country models if stay is prolonged (see the 1995 *Guidelines for Educational Assistance to Refugees*). Supplementary materials promoting environmental awareness, education for peace and human rights, mine awareness (where relevant), AIDS awareness (where relevant) and health messages should be included in school programmes and in-service teacher training.

5. Refugee students may be assisted to attend local educational institutions where this is the most cost-effective approach, through advocacy, assistance to needy individuals or assistance to the concerned institutions. Special arrangements are needed, however, if arriving refugee school children do not speak the language of instruction used in the country of asylum.

6. Educational materials and equipment should be appropriate and should conform to standards in good rural government schools in the country of asylum. If repatriation is delayed, initial temporary school shelter (local materials, plastic sheeting, tents, etc.) should be replaced by buildings similar to

those used in the locality, provided that this is a cost-effective approach. Furniture and floor coverings should be produced by refugee craftsmen and trainees, where possible, working gradually towards standards similar to those in good government schools in the locality.

### **I.01 Plan/Survey/Research/Evaluation**

7. Use should be made of any relevant educational research, planning and development activities in the countries of asylum. When new studies are required, local expertise should be employed under the supervision of the PTSS sector specialists. In addition, the assistance of other agencies involved in education (UNESCO, UNICEF, World University Service, etc.) should be sought.

8. Socio-economic data (such as age, school level, sex) relevant to education planning should be collected during registration or other data collection exercises where possible. This would eliminate the need for special surveys and thus reduce costs.

9. When necessary, consultant costs (fees, travel, per diem) may be covered.

### **I.03 Educational Facilities Construction**

10. Where the intended durable solution is local settlement, construction of educational facilities in settlements should, if possible, follow local government standards, using locally available materials and refugee labour. The same policy applies where buildings would be used for education of local citizens if refugees repatriate. In all circumstances, the criterion of cost-effectiveness should be applied, having regard to local climatic conditions and reasonable expectations regarding duration of stay.

11. Labour for maintenance of educational facilities in refugee camps and settlements should be provided by refugees themselves.

12. Requests for the building, expansion and/or improvement of urban pre-primary, primary, post-primary and non-formal educational facilities, should be considered on a case-by-case basis, depending on the justification of the project and availability of funds.

13. Construction contracts, procurement of materials may be covered, as well as temporary rental of space.

### **I.21/I.22 General Schooling**

14. As far as possible, all refugee children should have access to primary schools within reach of their homes. In a large refugee emergency, feeder junior primary schools for lower classes may be located throughout the sites occupied by the refugees. Centrally located schools should cater for higher school classes, for in-service teacher training, etc.

15. In many societies, female children do not have the same access as males, and every effort should be made to facilitate their participation.

16. The costs of school maintenance, school equipment, supplies, textbooks, incentives and the running costs of educational institutions can be considered. If funds permit, school clothing may be provided to promote school attendance.

17. UNHCR should not normally provide specialized secondary school facilities specifically for refugees unless this is more cost-effective than the use of local institutions. Secondary classes or "open learning arrangements" provided as an "add-on" to primary schools may be budgeted under I.22 if accounted separately (or under I.21 if a minor part of the overall school budget).

18. Costs of refugee children who are eligible and in need of assistance to attend local primary schools (where refugee schools are not provided) should be budgeted under I.21 and may include clothing/uniform allowances, registration/tuition/related fees, books, educational supplies and materials, insurance, medical expenses, local transportation, etc.

### **I.23/I.28 Scholarships**

19. Refugees may be given scholarships to undertake studies at local educational institutions (see

the 1995 *Guidelines for Educational Assistance to Refugees* for conditions of such awards). Students should normally be placed in public educational institutions if this is a cost-effective approach. Where refugees do not have access to such institutions or where there are other specific problems, private institutions may be considered. Appropriate measures should be taken to ensure that refugee girls have equal access to scholarship programmes.

20. Where the country of asylum has successful vocational secondary schools, refugee students may be counseled to enrol in such schools.
21. The numbers and value of scholarships for refugee children and young adults should not give them a privileged position in relation to local citizens (except that the value of scholarship awards should be sufficient to allow students to concentrate on their studies).
22. UNHCR provides a limited number of university scholarships under the DAFI programme, normally in the country of first asylum.
23. Education placement outside the country of asylum presents numerous problems and is very costly; it should only be considered at tertiary level and in very special circumstances. Where refugee students are in an asylum country which uses an unfamiliar language of instruction, priority should be given to study of that language, after which students may be considered for scholarships to attend other courses in the country of asylum.
24. Individual scholarships and related expenses may be covered, i.e. registration/tuition fees, living allowances, pocket money, local transportation, uniform/clothing, books, school supplies, etc., and costs associated with short internships related to the course of study.

### **I.30 Literacy Training (Mother Language)**

25. Functional literacy training when provided should be primarily in the mother language of refugees.
26. Teachers' incentives, educational materials and supplies can be considered.

### **I.31 Vocational/Skills Training**

27. For skills training, the use of apprenticeships or of other training which incorporates periods of work experience, is recommended. "Training centres" not linked to work experience are not advised. Apprenticeships or "mobile" projects allow wider geographic coverage and avoid "market saturation".
28. Secondary school leavers may follow courses in para-professional middle-level skills such as secretarial, accounting, technical drawing, etc.
29. Areas of training should be based on a thorough examination of possibilities for employment for both women and men within the country of asylum/settlement, resettlement or origin. Training activities should be planned for times which do not conflict with refugees' other responsibilities. Special arrangements such as childcare may be necessary to facilitate participation of women and girls.
30. This activity can cover training staff incentives or salaries, training and subsistence allowances, apprenticeship fees, tools, equipment, supplies and teaching materials as appropriate for refugee projects, or scholarships to attend courses in host country institutions (and for short internships related to the course of study).

### **I.32 Pre-School/Day-Care**

31. In camps and settlements, facilities for educational assistance or early childhood stimulation (0-6 years) should be provided through the initiatives and the efforts of refugees themselves. The assistance of UNICEF and other agencies should be sought to provide financial or material assistance. Priority for placement should be given to single-parent households where this can permit the parent to obtain sources of income. Funding from UNHCR should normally focus on training of personnel, supply of materials, etc.
32. For urban refugees, priority should be given to single parent households in cases where such

services would make it possible for parents to engage in employment activities. Teachers/staff incentives or salaries, day-care services, supplies, school/nursery fees may be covered as appropriate.

#### **I.97 Teacher Training/Orientation/Seminar, etc.**

33. In-service teacher training should normally be provided in all refugee school programmes. (Any long-term pre-service teacher training is covered under I.24/26/28).

34. Teachers selected as trainers or as master teachers may be supported by UNHCR to attend local training courses in specialized subjects such as education of disabled children.

#### **I.98 Other Education Activities (specify)**

35. In exceptional cases, informal family education, recreational activities, cultural/sports events, refresher/summer courses, remedial or special education for handicapped and other vulnerable groups, could be provided. Activities such as environmental education; education for peace, human rights, conflict resolution and women's legal awareness; mine awareness; and health education such as AIDS awareness, may be covered here if not included elsewhere.

36. Related educational/cultural/recreational/library materials and equipment, teachers incentives/staff costs may be covered.

#### **I.99 Sector Support/Management**

37. Under this activity, administrative/operational costs of implementing partners may be covered, including the purchase and maintenance of vehicles, and salaries of administrative and auxiliary staff dealing with more than one level/type of education.

### **J. CROP PRODUCTION SECTOR**

#### **J.01 Plan/Survey/Research/Evaluation**

1. To facilitate planning for crop production, basic data on physical conditions, prevailing agricultural practices and local agricultural institutions should be made available. Much of the required information can usually be obtained from local agricultural departments. Also meteorological stations, soil survey and topographical departments and local government authorities can be consulted. Interviews with local farmers may provide a wealth of information. In-depth studies or surveys may be required (soils, socio-economics, topographical, legal studies on land ownership). Data collection can best be done by an agricultural specialist who also should assess the need for further in-depth studies and draw up terms of references (to be prepared/approved by a PTSS Sector specialist).

2. The data listed below should be collected and included in project submissions:

Climate: rainfall, rainfall distribution and reliability, temperature, sunshine and incidence of climatic hazards such as frost, dry spells, hurricanes etc.;

Soils: physical and chemical fertility, rooting depth, permeability, water holding capacity, internal drainage, PH, salinity/alkalinity;

General land features: position, elevation, slope, stoniness, rockiness, external drainage conditions, erosion hazards, flood hazards;

Possibilities for land improvement: soil fertilization, erosion control, flood control, irrigation, artificial drainage;

Present land use: forest, savannah, desert, arable cropping (rainfed or irrigated), animal production or others. Also availability of natural building materials should be mentioned;

Cropping patterns: crops grown, yields, crop rotations, cropping calendars, degree of mechanization;

Cropping techniques: land clearing, soil preparation, erosion control, planting, fertilization, crop protection, harvesting, transport, storage, use of mechanization, manual labour;

Land tenure: land ownership; land tenure and tenancy arrangements; land registration; land taxation; land rent; water rights;

Farm economics: farm size distribution; degree of fragmentation; farm organization and production structure (individual farming, communal, cooperatives, state farms etc); labour films; degree of commercialization; farm gate prices; costs of farm inputs and implements; farm and non-farm incomes;

Agricultural Institutions: extension services; research stations, credit facilities; organizations for supply of inputs; marketing boards etc.;

Traditional role and responsibilities of refugee men and women in the agriculture sector, and in the agriculture sector of the host country; and

Existing or planned agricultural development projects: type of projects, timeframes, budgets; Ministries and Agencies involved.

3. In addition to general background information and data, the project submission should include the following specific elements:

Objectives: staple food crop production; food self-sufficiency; cash crop production (income generation); vegetable production (improving quality of food basket etc.);

Land to be cultivated: location and area (indicate on map); land deeds or tenancy arrangements; description of land characteristics such as soils, topography, vegetation, accessibility;

Land distribution: plot sizes; individual versus communal farming, cooperatives;

Cropping patterns: crops; acreage per crop; crop rotations; expected yields; cropping calendars;

Cropping techniques: for each cultivation activity labour hours per ha; machinery hours per ha; type of machinery and tools; animal traction;

Farm inputs: seeds; fertilizers; herbicides; pesticides (type and quantities, costs); organization of input supply; transport arrangements;

Farm implements and structures: tools; draught animals and implements; tractors and implements; stores; sheds; livestock; pumps; others (quantities and costs);

Availability of labour: family labour; hired labour, traditional male/female division of labour;

Land development required: clearing; levelling; drainage; irrigation; terracing; bunding; feeder roads etc. (type of work and costs);

Extension services: structure; linkage to existing extension services; personnel requirements; physical and material requirements; location; content of training programme; methods proposed to transmit message; target population -- male and female refugees;

Research: type and objectives of research if required;

Agricultural credit: access of refugees to existing credit facilities; new credit facilities to be set up; credit conditions, limits, interest rates; repayment schedules; supervision and control. Special efforts may have to be made to facilitate women's access to credit;

Marketing: price structures; farm gate prices; absorption capacity of markets; marketing organization (cooperatives); transport; processing and packing; and

Farm economics: Input/output analysis; farm income.

4. Planned implementing arrangements should describe the capacities and capabilities of the

implementing partner which may be government agricultural department, a specialized agency, an NGO or a consultant. The linkage to ongoing agricultural projects or existing agricultural services should be clearly spelled out; technical assistance required. Staffing requirements and organizational structure of project management should be mentioned.

5. The timeframe for a crop production project must specify the duration of project and the expected pace of development (achievements expected at defined time intervals).

6. The implementing partner should report on achievements after each cropping season. Reporting should include project inputs and outputs as specified under indicators. In addition to regular project reporting, mid-term reviews and/or in-depth evaluations may be undertaken.

7. The following basic principles should apply when planning crop production projects:

access to land should be assured;

prioritizing staple food production;

maximize use of refugee labour;

encourage self-management structures;

projects should be technically, economic and financially viable; in the medium and long-term they should be self-sustaining;

technology should be appropriate taking into account the resource basis, refugee skills; existing standards of local farmers and expected lifespan of project;

whenever possible projects should link to existing agricultural projects in the region;

envisaged farm income should not exceed the income of local farmers;

special attention to be given to the role of women in agriculture; and

special attention to be given to the environmental impact of crop production

## **J.02 Land Preparation**

8. Land preparation should be undertaken as much as possible using refugee labour. Preference should be given to the use of simple handtools. If the nature of soils or vegetation requires mechanized land preparation, this should be thoroughly assessed. Land clearing and preparation should consider soil and water conservation principles.

## **J.03 Construction/Improvement**

9. This includes farm buildings, irrigation systems, drainage systems, farm roads, land levelling etc. As the lifespan of refugee projects is usually difficult to define, construction of heavy infrastructure should be minimized. In general, it should follow the same standards as applied by local farmers. Assistance should only be given to the most basic infrastructure required. Further works should be self-financed by refugees. All construction and improvements should be designed in such a way that refugees can assume the responsibility for operation and maintenance.

## **J.21 Production Activities/Inputs**

10. Selection of crops, cropping pattern, cropping techniques, fertilizer use, use of agrochemicals, level of mechanization, farm organization, plot sizes. etc should be determined on the basis of prevailing physical and socio-economic conditions. Planning of production activities and input supply should be done by agricultural specialists. The following principles should be followed:

Crops, crop varieties and seeds should be adapted to local climatic and soil conditions. Usually they are the same as used by local farmers. Improved varieties should be obtained from local breeders. Hybrid seeds should be avoided;

Fertilizers should only be provided if it can be assured that at medium/long-term refugees will

have access to fertilizer supply at their own cost;

Use of agrochemicals should be minimized. If agrochemicals are supplied, guidance should be given for their application and protective clothing should be provided to avoid health risks. While providing pesticides, the "International Code of Conduct on the Distribution and Use of Pesticides" should be respected;

The use of simple locally produced agricultural tools should be adopted wherever possible for cultivation. Farm mechanization should only be adopted if soil conditions do not allow manual cultivation and if refugees can assume the operation and maintenance costs. In many occasions the use of animal traction should be promoted, rather than motorized traction power; and

Cash crops should only be promoted if market conditions allow so and if adequate marketing systems are in place or envisaged to be developed.

## **J.22 Agricultural Water Supply/Irrigation**

11. Assistance to irrigation projects should only be considered if the technical and financial/economic feasibility has been assessed through feasibility studies including water resource assessment, assessment of soils and land conditions, preparation of irrigation system design, operation and maintenance arrangements and input/output analysis. Large scale, capital intensive irrigation schemes are to be avoided. All proposals for irrigation systems should have the approval of PTSS sectoral specialists.

## **J.81 Small-scale Gardening**

12. Small scale gardening (kitchen or backyard gardening) should be encouraged as a means to diversify the food baskets in camp situations and promote some income generation. UNHCR assistance should be limited to the initial supply of seeds, tools and extension services if required. Subsequently, if the activity generates income, refugees should assume responsibility for the purchase of tools and seeds.

13. Small scale gardening should only be promoted if sufficient irrigation water is available.

## **J.82 Credit Schemes**

14. To the extent possible credit schemes should be run by existing institutions such as cooperatives, agricultural development banks. In such cases credit conditions should be the same as for national beneficiaries.

15. Credit should only be provided if the feasibility of the activity for which credit will be given has been proven.

16. In principle, only short-term credit should be granted for the purchase of recurrent agricultural inputs such as seeds, fertilizers, agrochemicals and labour. Exceptionally medium-term credit may be granted for items such as cattle, farm machinery, pumps, etc.

17. Credit in the form of inputs is preferable to credit in cash.

18. The provision of credit facilities should normally be accompanied by agricultural extension and other supporting measures, and should be available equally to refugee women and men.

## **J.97 Extension/Training/Seminar, etc.**

19. All efforts must be made to integrate extension services to refugees into the national system for such services.

20. Extension services will only be meaningful provided that other measures are or have been taken as well. These may include: local availability of supplies and equipment; marketing and prices; roads and transportation facilities; credit supply.

21. The role of women in agriculture should receive special attention in the extension package.

#### **J.99 Sector Support/Management**

22. The technical capability and the implementing capacity of a proposed implementation partner should be assessed by PTSS sector specialists before approving a project. Implementing partners may be government agricultural departments, NGOs, consultants or specialized UN Agencies.

23. Agricultural programmes should, to the extent possible, be linked to ongoing or planned regional or district agricultural programmes. To this end, early coordination with agricultural departments and development agencies has to be established.

24. In planning agricultural programmes, phasing out and handing over mechanisms to Government institutions or development agencies have to be included. In this context also self-management structures have to be foreseen.

#### **K. LIVESTOCK/ANIMAL HUSBANDRY SECTOR**

1. Normally, UNHCR support should be limited to small-scale activities except in cases where refugees are traditionally livestock and animal rearers and where this activity is intended to provide the economic basis for durable solutions. In such cases, the assistance of specialized agencies such as FAO should be sought.

2. Usually, small herds of animals/poultry are kept by subsistence farmers for household consumption. In such cases, traditional methods of rearing are used.

##### **K.01 Plan/Survey/Research/Evaluation**

3. Details of the size and composition of herds and animals brought along with refugees should, if possible, be collected when refugees arrive in the country of asylum.

4. If refugees bring along livestock, in the planning of camps and settlements due consideration should be given to vaccination, animal health, animal housing, grazing lands and other animal feed resources and sanitation measures.

5. When planning for larger scale livestock and animal husbandry projects including a possible introduction of animals as a means for income generation, special attention should be given to:

animals: species, breeds and types;

natural environment: climate, water for animals (quantity and quality); natural vegetation and fauna; land and soils (areas and quality);

animal husbandry: feed supply, drinking water, control of diseases, breeding, housing, raising of young stock, collection and transport of products, storage, conservation, processing, and equipment and implements;

institutions: research and extension, breeding and insemination, veterinary services; and

financial rentability of the enterprise.

##### **K.03 Construction/Improvements**

6. The housing requirements for domestic animals vary greatly. The main determinants are the climatic conditions and the type of enterprise.

7. Under extensive cattle exploitations, provision for shade on the pastures and rangelands should be made. The use of local materials (timber, palm leaves, bamboo, etc.) should be encouraged.

8. Intensive styles of animal husbandry require more sophisticated types of housing. This should be planned by specialists. Also with this type of housing the use of local materials should be encouraged.

9. The construction of facilities, e.g. animal housing, fencing, cattle dips, slaughter houses can be justified in settlements where livestock rearing is a basic economic activity for which the feasibility has been proven. Refugees should be involved in such construction activities.

#### **K.21 Production Activities/Inputs**

10. The viability of livestock and animal husbandry activities would depend on the availability of feed and other inputs such as water and vaccines. It is important that a cost analysis be done to ensure that livestock rearing is feasible given the local socio-economic conditions and the situation of the refugees. Assessment of viability should be done by a livestock expert.

11. The size of refugee stock which can be kept would depend on the grazing ground which can be made available taking into account stocks owned by locals. Special attention is to be given to the risk of overgrazing leading to degradation of the vegetation cover.

12. In situations where water supply problems exist, livestock and animal husbandry activities should not be approved unless there is proof that animals would use other sources of water supply not suitable for human consumption.

13. UNHCR should not import animal feed for refugee programmes.

#### **K.22 Veterinary/Vaccination Services**

14. Veterinary and vaccination services should be arranged when livestock is being reared. Where national programmes exist, UNHCR should not provide independent activities but should link refugees with the ongoing programmes of governments, FAO, etc.

15. After an initial period of one to two years, refugees should pay for such services. Many refugees who are traditional cattle rearers are used to paying for such services in their countries of origin.

#### **K.81 Small-Scale Livestock Activities**

16. Traditional small-scale livestock activities are not new to rural populations and generally require no additional UNHCR assistance.

17. In cases where opportunities for productive activities are limited, small-scale livestock activities (particularly poultry-keeping) could be introduced. However, emphasis should be placed on the feasibility and sustainability of such activities given the conditions and the availability of inputs. Proper technical advice is necessary in such cases.

#### **K.82 Credit Schemes**

18. Refugees who wish to be involved in small livestock activities could benefit from credit schemes being implemented with UNHCR financing following the principles as mentioned under J.32.

#### **K.97 Extension/Training/Seminars**

19. The guidelines as given under Activity J.97 apply.

#### **K.98 Other Livestock Activities (specify)**

20. This may include livestock keeping for animal traction and transport purposes.

#### **K.99 Sector Support/Management**

21. Small-scale livestock projects may be handled by the implementing partner of other sectors such as agriculture or community development.

22. UNHCR should take all steps to ensure that large-scale livestock activities of refugees are integrated in national programmes.

### **L. FISHERIES SECTOR**

#### **L.01 Plan/Survey/Research/Evaluation**

1. Refugees who were originally fishermen could benefit from UNHCR assistance for the provision of inputs such as nets, lines (hooks) and small boats to enable them to continue their activities.
2. The promotion of fishing as an occupation for refugees not traditionally fishermen should be avoided.
3. Before deciding to support fishing activities, information on the following should be collected: access to fishing waters; characteristics of fishing waters (fluctuating water levels, fish stock; pollution, diseases); legislation on fishing methods (e.g. mesh size for nets and periods of fishing), most appropriate fishing methods and fishing skills and methods previously applied by refugees as well as locally applied fishing methods.
4. Assistance should be restricted to low cost artisanal fishing. Capital intensive marine fishery should not be supported.

#### **L.02 Area/Land Preparation**

5. Inputs to improve natural fishing waters are generally not provided.

#### **L.03 Construction/Improvement**

6. Tools and materials could be provided for the construction of fish ponds or dams. This activity should be done on a self-help basis.

#### **L.21 Fishing Activities/Inputs**

7. Inputs should rather be given in the form of materials and tools than readily made nets and boats.
8. As fishing is usually a profitable activity, inputs should preferably be given on credit base. Refugees should be able to pay back credits given to purchase inputs.

#### **L.22 Aquaculture Activities/Inputs**

9. Aquaculture activities are important in providing protein for refugee populations and as a source of income. However, refugees themselves should be motivated to undertake such an activity. Inputs should be given in the form of tools and materials.
10. The viability of aquaculture should be assessed by an expert before embarking on such an activity.
11. Technical assistance may be required at the initial phase of aquaculture activities (advice on type and size of ponds, fish species, feed and management).

#### **L.82 Credit Schemes**

12. See under Activity J.32.

#### **L.98 Other Fishery Activities (specify)**

13. Special projects for preservation, processing, storage and marketing of fish may be supported.

#### **L.99 Sector Support/Management**

14. Fishery activities should be integrated into national fishery programmes.

### **M. FORESTRY SECTOR**

#### **M.01 Plan/Survey/Research/Evaluation**

1. UNHCR does not normally embark on large-scale forestry projects as this falls under the mandate of other specialized agencies. Try, instead, to look for the inclusion of refugee-hosting areas

within national programmes.

2. UNHCR assistance in the Forestry Sector should primarily be directed to fields of forest protection, awareness building on environmental matters, social forestry and agroforestry as appropriate.

3. In order to minimize deforestation caused by refugees, fuel wood saving devices should be encouraged, the use of timber for construction should be reduced by the promotion of the use of other materials and the use of other fuel resources than wood should be promoted.

4. When planning refugee camps and settlements, due consideration should be given to reduce the impact on forest and wood land at proposed sites. This may be done by proper siting, reducing sizes of camps and settlements, measures to protect wood and forest from uncontrolled wood cutting and the selection of proper building materials for shelter and other construction works.

5. For planning forestry projects, basic data on the physical, socio-economic and institutional infrastructure should be collected. This includes information such as existing land use (including forests and woods), tree species, soils, topography, climate, land ownership, legislation and rights, local forestry institutions, existing forestry projects, international organization involvement in forestry, etc. Much of the information can be obtained from the government's Forestry Department and research institutions.

6. Beneficiary participation is a key element in forestry projects. The forestry sector should therefore be planned in close coordination with the community development sector.

7. Forestry projects may promote the opportunity for employment of refugees and locals, and for income generation. Also food for work may be a component of forestry projects.

8. Nationals should also benefit from forestry projects.

#### **M.02 Land Preparation**

9. Forestry projects very often are combined with other soil conservation works, such as terracing, contour planting and construction of check dams, gabions, trenches and other structures. Expert advice should be sought to determine the type, size, location, materials and construction methods.

#### **M.03 Construction/Improvement**

10. Construction in the Forestry Sector may include the establishment of tree nurseries, including fencing, shading, water supply, seedbed construction and roads. Fencing for forest protection purposes is also often done.

#### **M.22 General Forestry Activities/Inputs**

11. UNHCR can provide assistance to the following activities: nursery establishment, tree planting activities in and around camps and settlements; fuel wood plantation, agroforestry, to a limited extent soil conservation, extension and training and forest protection. Inputs which can be provided include tools, materials, seed, transport, incentives for staff and workers and training materials. Expert advice should be sought to define inputs.

12. Special programmes may be designed to include children in tree planting activities (e.g. national planting day).

13. Special attention should be given to maintenance of plantations.

14. The Forestry Department and local government officials should be involved in identifying sites for plantations and reforestation.

#### **M.81 Small-scale Tree Planting**

15. UNHCR should only give assistance to small-scale tree planting in and around camps and settlements. The objective is to replace every tree cut by refugees with a new one.

#### **M.97 Extension/Training/Seminar, etc.**

16. Existing institutions (Forestry Department) should be in charge of extension and training. This may be done in close cooperation with agencies dealing with community development.
17. Extension services, training activities and awareness campaigns can best be organized through existing organizational or community structures such as schools, village committees, women groups, etc.

#### **M.98 Other Forestry Activities (specify)**

18. These may include planting of fruit trees, ornamental trees, alley plantation and wind breaks.
19. Forestry related activities may include the promotion of fuel efficient cooking stoves and the use of alternative devices for cooking such as the kerosene stove.

#### **M.99 Sector Support/Management**

20. Forestry activities should be integrated in the national programmes.

### **N. INCOME-GENERATION SECTOR**

#### **N.01 Plan/Survey/Research/Evaluation**

1. Before planning income-generating activities, an assessment of existing opportunities for direct employment and self-employment should be made by UNHCR or implementing partners.
2. In parallel, an assessment of socio-economic conditions of the beneficiary caseload should be carried out in order to identify needy and vulnerable groups. Their potential for running small businesses should also be assessed.
3. Appropriate opportunity and feasibility studies should be carried out for projects identified prior to their submission to Headquarters. In this sector, PTSS guidelines for refugee enterprises should be followed.

#### **N.03 Construction/Major Improvements**

4. This Activity should refer to physical infrastructure required to assist self-employment, e.g. project offices, production centres and other physical facilities which may (or may not) remain the property of the project. Physical infrastructure should be justified not only in terms of its current use and the absence of alternatives but also of its long-term destination after phase out.
5. Beneficiaries in camps and settlements should be encouraged to form teams for construction, repair and maintenance of facilities.
6. Incentive payments for beneficiaries, when appropriate, would come from project funds (under construction) or from the communities themselves. No budgetary allocation should thus be required under the income-generating sector for this activity, unless otherwise justified and directly related to the projects.

#### **N.21 Employment/Labour Insertion Activities**

7. Under this Activity, there are two possibilities in providing employment to refugees: direct employment into existing labour markets and incentives for agencies employing refugees.
8. These options should be encouraged as they are the most cost-effective for providing income. For urban refugees, social counselors should assume this function.
9. Financial support to agencies employing beneficiaries should be limited to initial incentive payments. Financial support to companies and co-operative societies employing refugees should only be in the form of essential input (e.g. duty free imports, external purchase of equipment).
10. In both the above cases, the volume of the financial support should be determined in relation to

the return, i.e. income for beneficiaries. In the case of rural refugees, UNHCR could provide assistance for the transportation to places of employment (e.g. agricultural schemes, seasonal work) in the initial phase until refugees are in a position to pay for transportation costs.

#### **N.22 Small Business Assistance**

11. For urban refugees and open camps, credit schemes and/or grants (as a last resort) for non-agricultural production should be encouraged on a modest scale and subject to appraisal of their viability. Subsequent funding of such schemes would depend on their success, on the number of refugees that can be taken off care and maintenance and subsistence allowances as a result of such schemes.

12. For rural settlements, priority should be given to developing, intensifying and diversifying agricultural activities, particularly at the initial stages. Small business activities would start spontaneously if agricultural activities are successful and should require no additional input. Non-agricultural activities should be considered only for needy groups or specific groups such as women who cannot embark on agricultural activities which should remain the priority.

13. Credit funds should be self-sustaining after an initial period (depending on the size of loans and activities), as repayments should be rotated reaching thereby a maximum number of beneficiaries. Credit schemes which require repeated replenishment of funds for credit over a period of up to three years should be terminated.

14. A modest provision (up to US\$ 2,000) of funds could be considered both for providing expertise (planning and evaluation of projects) and training beneficiaries.

#### **N.23 Production Units (specify)**

15. "Projects" for the creation of production units should be avoided, except those for vulnerable groups of refugees which have proven viable. Funding of such projects would depend on the activities undertaken but should not normally exceed US\$ 500 to 1,000 per refugee participant. Such investments should only be made when viability assessments reveal that activities could become self-sustaining in the long run.

16. Production centres for relief and other uses in the refugee programmes should only be supported when financial analysis reveal that goods can be delivered at competitive market prices. In such cases, additional budgetary requirements should not be required as payments would come from the appropriate related budget sectors (e.g. non-food items in the case of production of blankets, buckets, soap, etc.).

#### **N.97 Extension/Training/Seminar**

17. Formal business training courses are expensive. These should be considered only for the benefit of the staff involved in the promotion of income-generating activities for refugees (UNHCR, NGOs, etc.). Extension services and on-the-job training for beneficiaries of projects should be preferred to the extent possible. Areas of training to be supported by UNHCR should be identified through studies of the local labour markets.

18. Apprenticeship training in areas identified above should be supported as it offers better opportunities for immediate employment after training.

#### **N.98 Other Income-Generating Activities (specify)**

19. The same planning principles should apply for other possible income-generating activities as for the activities for which guidelines are provided above.

#### **N.99 Sector Support/Management**

20. Support costs should be kept at minimal level, and every effort should be made to hand over programmes at an early stage to government and local agencies and to the refugees themselves.

## **O. LEGAL ASSISTANCE/PROTECTION SECTOR**

### **O.01 Legal Research**

1. Under this activity, contributions may be granted by UNHCR to reputed legal experts, Law Schools, law associations or voluntary agencies engaged in legal research and/or lectures which directly further the cause of the refugees. Such legal institutions or experts may also be requested by UNHCR to undertake research and to provide lectures on specific legal topics which are of importance to UNHCR's protection function.

### **O.21 Refugee Legal Representation**

2. Refugees can be faced with a variety of legal problems relating to asylum, expulsion, extradition, non-refoulement, deportation, recognition of refugee status, residence permits, the right to work, housing, social security, naturalization, indemnification and protection of personal data, for which the services (including the preparation of legal briefs) of lawyers, legal counselors or consultants are required. Furthermore, indicted refugees may need legal assistance in court proceedings. Assistance can be granted to refugees and bona fide asylum seekers with the costs relating to such services, on condition that free legal aid is not provided by the country concerned.

3. Information on legislative provisions prevailing in the country concerned has to be obtained, particularly as to the availability of free legal aid, the circumstances under which such aid is granted and whether it is accessible to refugees/asylum seekers.

### **O.22 Refugee Status Determination/Registration/Identity Cards**

4. Registration of asylum seekers and issuance of identity cards are important elements in protecting refugees. It should be noted that, according to article 27 of the 1951 Convention, "the contracting states shall issue identity papers to any refugee in their territory who does not possess a valid travel document". The importance of refugee women having their own registration and identity documents is stressed.

5. At the request of governments, UNHCR may grant assistance in carrying out a census of the refugee population and providing refugee identity cards. Costs for the related photographs can also be financed under Activity 0.22. However, if the activity is only for the provision of refugee basic food ration cards, this should be budgeted under Activity A.21 - Basic Food Commodities. The nature of the influx, the number of asylum seekers and the number of identity cards will have to be established.

6. Determination of refugee status is of great importance when providing international protection for refugees. Many countries have established procedures for the determination of refugee status, often with the participation of UNHCR. In exceptional circumstances it may be necessary for UNHCR to provide funds for the sending of an urgent government eligibility mission to border areas to carry out first instance status determination of newly arrived asylum seekers, in order to avoid their deportation.

7. An assessment of the number of arrivals and of their protection needs has to be made.

### **O.23 Promotion of Refugee Law/Protection**

8. Promotional activities include dissemination of refugee law and protection principles and support for further accessions to the international refugee instruments, as well as training of government officials, NGO's, UNHCR staff and others. Promotion of refugee law therefore relates directly to the protection of refugees.

9. In planning promotional activities, areas of concern in protection work or problems faced by refugees as to their protection should be identified. An assessment should be made as to where protection problems stem from (for example Governments, non-accession, border police, immigration officials, etc.). A plan of action should address the various issues in the area of protection.

### **O.24 Operation of HQs Centre for Documentation on Refugees (CDR)**

10. The importance of accurate and timely information/documentation in order to ensure speedy and efficient action, particularly in protection matters, is evident. Since 1986, the Centre for Documentation on Refugees is UNHCR's main focal point for providing information and documentation support to both internal and external users. It operates the REFLIT database containing references to published material concerning refugees, publishes the quarterly Refugee Abstracts and ad hoc bibliographies, and answers specific queries regarding documentation on refugees.

11. In order to strengthen the role of the Division of International Protection, both within UNHCR and in relation to the outside world, the CDR has been responsible for the following projects, in addition to co-operation on the legal databases project (see Activity O.98):

International Refugee Documentation Project: this was set up at the request of NGOs and with support from outside funding agencies in 1988. The aim of the project is to establish a worldwide network and compatible working methods in information handling.

International Thesaurus of Refugee Terminology: this project was carried out in the framework of the Network to establish standardized terminology in order to facilitate access to and exchange of information. The English version was published in 1989.

International Refugee Electronic Network (IRENE): also in the framework of the Network, this pilot project has been established at the request of NGOs in April 1990, in order to enable speedy and efficient communication and exchange of information between all members of the Network. At a first stage, the facilities will be limited to E-mail and an electronic bulletin board.

#### **O.25 Refugee Travel Documents/Other Document Issuance**

12. Provisions of Article 28 of the 1951 Convention complemented by provisions of the schedule to the same Convention governs the matter of refugee travel documents. Under these provisions, contracting states assume the obligation to issue travel documents to refugees who are lawfully staying in their territory, and who apply to it for the purpose of traveling abroad. This obligation of the state is however mitigated by a restriction i.e. that the state may not grant such requested travel document if compelling reasons of national security or public order otherwise require. Generally the sixteen provisions of the above-mentioned schedule govern in detail the issuance of the travel documents and are an integral part of Article 28.

13. Besides the mandatory issue of travel document, Article 28 provides that parties have the discretion to issue convention travel documents to refugees who are in their territory but are not lawfully staying there, that is on a temporary basis or even illegal basis.

14. In cases of temporary stay in a country of first asylum and under such circumstances where it is not possible to resort to the issuance of a convention travel document by the national authorities, such authorities in co-ordination with the authorities of the country of destination of the refugee traveler may be requested by UNHCR/UNDP officials to recognize the validity of the well-known Red Cross travel document (issued by the International Committee of the Red Cross in Geneva or by their representative abroad), a document which provides one-way travel. In case when the Red Cross travel document is not acceptable by either the country of temporary asylum or the country of destination or both, UNHCR may be lead, on an exceptional basis and in close consultation with UNHCR Headquarters, to issue a "Certificate of Travel" governed by the similar conditions as is the Red Cross travel document.

15. In contrast to convention travel documents used for journeys abroad but which can also be evidence of the identity of the bearer, identity papers provided under Article 27 of the Convention are meant for internal use only. Article 27 of the Convention provides that States parties shall issue identity papers to any refugees in their territory irrespective if their presence is lawful or not.

16. The 1951 Convention does not specify the nature and the format of such identity papers. Generally it is shaped as a regular national identity card. In all cases however, it should always be recalled that such papers are meant to safeguard the interest of the refugees and not to put on them a stigma in anyway. Thus any proposed comprehensive programme of identification of refugees should be carefully reviewed in close consultation with Headquarters. In case it is found opportune to provide

identity cards to refugees such identity papers should specify the refugee status of the bearer and make a reference to refugee instruments to which the state is a party.

#### **O.97 Training/Orientation/Seminar, etc.**

17. One way to achieve promotion of refugee law and subsequently improve international protection of refugees is to organize, at both the international and national levels, seminars, courses, round tables and conferences with a view to enhance the awareness and interest of Governments, IGOs and NGOs in the protection of refugees. This activity should also aim at imparting practical knowledge and skills to those directly responsible for providing protection to refugees, as well as inculcating the knowledge of laws and principles governing the protection of refugees and the recognition of their rights and duties. This is basically the objective of UNHCR's promotion and training activities.

18. Target groups for orientation and training should be identified from among Government officials, IGO and NGO staff who deal at the policy and practical level with the protection of refugees. A comprehensive programme and budget should be submitted to Headquarters for guidance and approval. It would also be useful to identify resource persons for training within the RLO, OCM or BO and to notify Headquarters of their availability.

#### **O.98 Other Legal Assistance Activities (specify)**

19. UNHCR's contribution towards the creation/distribution of specialized publications dealing with questions of refugee law and protection practice is designed to enhance the knowledge of UNHCR staff, but also of concerned governmental, non-governmental, University and other circles. One example of such a publication is the International Journal of Refugee Law.

20. The scope and target group for such publications and the value for UNHCR's protection activities have to be carefully studied. In view of UNHCR's financial restrictions, co-sponsors should be identified.

21. Four legal databases constitute important tools for providing international protection of refugees. These databases are:

- (a) the annual protection reports prepared by Branch Offices (REFPRO);
- (b) national legislation on status determination procedures and on the status of recognized refugees;
- (c) international instruments relevant to the protection of refugees; and
- (d) national jurisprudence concerning the protection of refugees and asylum seekers. Costs involved in the establishment and maintenance of these databases include outside expertise, translations, subscriptions, telecommunications, etc.

22. In view of the increasing amount of personal data on refugees which the Office continuously collects, stores and disseminates in carrying out its activities, a UNHCR policy for the protection of the personal data on refugees is an important element in the protection of refugees. Costs for outside expertise in this area may be foreseen under this Activity.

#### **O.99 Sector/Support Management**

23. This Activity is meant to provide necessary funds to finance a comprehensive operation aiming at building up a database covering such fields as determination of refugee status, implementation of refugee instruments, related legislative and administrative sources of refugee law as well as national jurisprudence on refugee cases. Funds are used to cover related salaries of consultants/staff hired to constitute this database, as well as costs of subscriptions to computerized information in other databases of relevance to this operation. Activity also used to cover expenditure for the acquisition of printing and/or translating of documentation relating to implementation of the present project.

### **P. AGENCY OPERATIONAL SUPPORT SECTOR**

### **P.01 Plan/Survey/Research/Evaluation**

1. Provision should be made for the adequate and efficient running of project activities, and for their ongoing evaluation. This is particularly important in multi-sectoral programmes, in order to ensure that overall administrative and managerial support is provided to all sectors, thereby freeing sectoral administration to concentrate on actual delivery of assistance.
2. In some instances, it might be necessary to undertake substantive pre-investment analysis requiring outside expertise. The possibilities for using already existing resources (NGOs, government departments, UNHCR technical expertise) should be considered before resorting to the private sector, which is generally more expensive.
3. The costs of major programme evaluation, if they cannot be met from other already existing budget items, should be included here.

### **P.03 Agency Office/Housing Construction**

4. The availability of adequate staff housing, especially in remote refugee settlements, is an important factor in ensuring the recruitment and retention of high caliber staff for refugee programmes. Whenever possible, the government's possible contributions in this respect should be explored. Where this is not possible, plans for the establishment of refugee camps and settlement should include this activity, factored in at a level commensurate with local standards. Where such standards are considered to be rather low, suitable UNHCR standards should be used. In the selection of appropriate choices, the use of local materials should be given preference, taking into account however the time constraints and expected lifespan of the construction.
5. As regards office space, these should be provided by governments whenever possible.
6. The selection of imported pre-fabricated buildings should be considered as only one of the several possibilities, and future running costs should be taken into account.

### **P.21 General Project Management Services**

7. This should be seen in terms of facilitating the planning, control, monitoring and evaluation of programme activities. Care needs to be exercised in keeping staffing levels, salary and other costs in the proper perspective, since these costs have tendency to rise faster than other costs, and to become disproportionate to the overall budget, especially when declining caseloads and assistance levels in subsequent years become factors. The inflexibility of administrative costs in the short period needs to be kept in mind.
8. General operating expenses such as communications, office equipment/supplies and staff travel need to be taken into account. Where the local infrastructure is relatively developed, these should be utilized as much as possible, and every effort should be made to avoid equipment duplications, which eventually may have to be written off due to lack of local expertise to sustain them.
9. Every effort should be made to co-operate in project implementation with suitable agencies which have the means to make a financial contribution to the project. While this may not always be feasible, agencies should at the very least be requested to cover the overhead administrative costs from their own, or other non-UNHCR, sources. UNHCR may consider covering those costs if the most suitable agency for project implementation is unable to meet the costs by itself.

### **P.22 Public Information**

10. For the larger programmes, extra requirements for PI activities may be essential to meet public demand and interest in the programmes. Wherever possible existing resources (Representatives' meetings with donors, etc.; assigning an existing staff member with additional PI duties; utilizing PI section's expertise) should be explored. Care should be exercised in adequately determining the level of PI requirements for a particular programme so this often crucial activity is given the proper attention it deserves.
11. In respect to the preceding paragraph, special interest groups like NGOs, parliamentary groups,

concerned citizens/refugees need to be kept informed of ongoing activities and plans. Where necessary, the budget should include additional costs which normally would not have arisen but for the extra reporting requirements due to PI needs.

#### **P.97 Training/Orientation/Seminar**

12. Project design should contain provisions to ensure the continuing effective and efficient administration of the project. For this reason, in-house training in all aspects of project management should be considered and funds set aside for this purpose. Areas to consider include budgeting, personnel, logistics and transportation, stores management, accounting and social services (health, water, education).

13. Where in-house training is not possible or adequate, outside help should be sought, including UNHCR Training Section, local educational institutions, other NGOs with the relevant experience, and lastly outside consultancies or overseas courses. The latter should have very specific aims and objectives and would normally be considered in the light of guaranteed outside financing.

14. Training of protection-related personnel also needs consideration and costs of seminars etc. should be budgeted for, in accordance with an approved plan.

15. It should be kept in mind however, that sector-specific training should be budgeted under the appropriate Sector, and only training activities which cover several sectors could be planned under this Activity.

#### **P.98 Other Agency Operational Support (specify)**

16. This activity areas covers operational support elements which are project-specific. Every effort must be made to give clear, concise details of the activities proposed, their importance or justification, and their relationship to the success of the programme as a whole or the relevant sector.

#### **Items and Sub-Items**

##### **a. Food (Cereals)**

- a.01010 Barley
- a.01020 Maize/Corn
- a.01030 Millet
- a.01040 Oats
- a.01050 Rice
- a.01060 Rye
- a.01070 Sorghum
- a.01080 Wheat
- a.01998 Other Cereals/Flours/Meals (specify)
- a.01999 Unspecified Cereals

##### **b. Food (Pulses)**

- b.02010 Beans
- b.02020 Groundnuts
- b.02030 Lentils
- b.02040 Peas
- b.02998 Other Pulses (specify)
- b.02999 Unspecified Pulses

##### **c. Food (Oils/Fats)**

- c.03010 Animal Fats
- c.03020 Vegetable Oil
- c.03998 Other Oils/Fats (specify)

c.03999 Unspecified Oils/Fats

d. **Food (Miscellaneous)**

d.04010 Corn Soya Blend (CSB)  
d.04020 Milk Tablets  
d.04030 Dried Skim Milk (DSM)  
d.04040 Dried Whole Milk (DWM)  
d.04050 Corn Soya Milk (CSM)  
d.04060 Wheat Soya Milk (WSM)  
d.04070 Eggs (specify Fresh/Dried etc.)  
d.04080 Fish (specify Fresh, Frozen, Canned, Dried, etc.)  
d.04090 Chicken (specify Fresh, Frozen, Canned, Dried, etc.)  
d.04100 Beef (specify Fresh, Frozen, Canned, Dried, etc.)  
d.04110 Mutton (specify Fresh, Frozen, Canned, Dried, etc.)  
d.04120 Pork (specify Fresh, Frozen, Canned, Dried, etc.)  
d.04130 Fruit (specify Fresh, Frozen, Canned, Dried, etc.)  
d.04140 Vegetables/Tubers  
d.04150 Noodles/Pasta  
d.04160 Biscuits (High Protein)  
d.04170 Chillies/Peppers  
d.04180 Salt  
d.04190 Sugar  
d.04200 Beverages  
d.04998 Other Miscellaneous Food (specify)  
d.04999 Unspecified Miscellaneous Food

e. **Vehicles/Transport Equipment**

e.05010 Agricultural Vehicles/Related Equipment  
e.05020 Bicycle/Tricycle  
e.05030 Construction Vehicles/Related Heavy Equipment  
e.05040 Heavy Commercial Vehicles/Trucks  
e.05050 Motorcycle  
e.05060 Passenger/Light 4WD Vehicles/Pickups  
.05070 Specialized Vehicles (Bus, Ambulance, Garbage, etc.)  
e.05080 Vessels/Boats  
e.05998 Other Vehicles/Transport Equipment (specify)  
e.05999 Unspecified Vehicles/Transport Equipment

f. **Fuel/Lubricants**

f.06010 Aviation Fuel  
f.06020 Charcoal  
f.06030 Diesel  
f.06040 Engine Oil  
f.06050 Gear Lubricants  
f.06060 Grease  
f.06070 Hydraulic Fluids  
f.06080 Kerosene  
f.06090 Petrol/Benzine  
f.06100 Synthetic Cooking Fuel  
f.06110 Transmission Lubricants  
f.06120 Wood  
f.06998 Other Fuel/Lubricants (specify)  
f.06999 Unspecified Fuel/Lubricants

g. **Equipment**

g.07010 Agricultural Kit  
g.07020 Agricultural/Fishery Equipment  
g.07030 Animal Carts  
g.07040 Audio-Visual Equipment  
g.07050 Brick-Making Equipment  
g.07060 Calculators  
g.07070 Clinic/Hospital Equipment  
g.07080 Communications Equipment (Radio, Telex, etc.)  
g.07090 Concrete Mixer  
g.07100 Data Processing Equipment  
g.07110 Dental Equipment  
g.07120 Drilling Equipment  
g.07130 Duplicating Equipment  
g.07140 Electrical Equipment  
g.07150 Fire Fighting Equipment  
g.07160 Freezer/Fridge/Cold Chain Equipment  
g.07170 Fuel Pump  
g.07180 Fuel Tank  
g.07190 Fumigation Equipment  
g.07200 Furniture  
g.07210 Generator  
g.07220 Grinding Mill  
g.07230 Hand Tools/Tool Kits  
g.07240 Household/Kitchen Equipment  
g.07250 Immunization Kit  
g.07260 Laboratory/X-Ray Equipment  
g.07270 Machine Tools/Power Tools  
g.07280 Marine Engine  
g.07290 Mechanical Equipment  
g.07300 Musical Instruments  
g.07310 Photocopy Equipment  
g.07320 Photographic Equipment  
g.07330 Physical Survey Equipment  
g.07340 Prefabricated House  
g.07350 Prefabricated Warehouse  
g.07360 Recording Equipment  
g.07370 Sewing/Knitting Machines  
g.07380 Sports Equipment  
g.07390 Spraying Equipment  
g.07400 Teaching/Training Equipment  
g.07410 Typewriter  
g.07420 Veterinary Equipment  
g.07430 Waste Receptacles  
g.07440 Water Filtration Equipment  
g.07450 Water Pump  
g.07460 Water Tank (Metal/Collapsible)  
g.07470 Weighing Scale  
g.07998 Other Equipment (specify)  
g.07999 Unspecified Equipment

h. **Supplies/Materials/Goods**

h.08010 Agrochemicals  
h.08020 Animal Feed  
h.08030 Audio-Visual Supplies  
h.08040 Bags

h.08050	Bamboo
h.08060	Blankets
h.08070	Books (General & Reference)
h.08080	Bowls
h.08090	Cement
h.08100	Classroom Supplies
h.08110	Cloth/Clothing
h.08120	Computer Software
h.08130	Cooking Pots/Pans/Kettles etc.
h.08140	Cooking Stoves
h.08150	Culverts
h.08160	Cups/Glasses
h.08170	Cutlery
h.08180	Data Processing Supplies
h.08190	Dental Supplies
h.08200	Drafting/Surveying Supplies
h.08210	Drugs/Medicines/Consumable Medical Supplies
h.08220	Electrical Supplies
h.08230	Emergency Medical Kits
h.08240	Eyeglasses
h.08250	Fencing Materials
h.08260	Fertilizers
h.08270	Film/Photographic Supplies
h.08280	Fire Extinguishers
h.08290	Fish Feed
h.08300	Fishing Nets/Traps/Related Gear
h.08310	Footwear
h.08320	Iron Rods/Reinforcing Materials
h.08330	Janitorial Items/Cleaning Agents
h.08340	Laboratory Supplies/Reagents
h.08350	Lime
h.08360	Livestock
h.08370	Measuring Cups/Scoops
h.08380	Mosquito Nets
h.08390	Nutrition Surveillance Kits
h.08400	Office Supplies
h.08410	Paint/Related Materials
h.08420	Pipes/Related Materials
h.08430	Planting Materials
h.08440	Plastic Sheeting
h.08450	Plates
h.08460	Roofing Materials
h.08470	Salts/Minerals
h.08480	Seeds/Seedlings
h.08490	Sleeping Mats/Mattresses/Beds
h.08500	Soap (Bath & Laundry)
h.08510	Spareparts
h.08520	Tarpaulins/Canvas Squares
h.08530	Tents
h.08540	Timber
h.08550	Vaccines
h.08560	Water Jars/Jerry Cans
h.08570	Water Pipes/Related Supplies
h.08580	Water Testing Kits
h.08590	Water Buckets
h.08600	Wire/Rope/Cord

- h.08610 Wood Poles
- h.08620 Workshop Supplies
- h.08998 Other Supplies/Materials/Goods (specify)
- h.08999 Unspecified Supplies/Materials/Goods

i. **Maintenance/Repair**

- i.09010 Maintenance/Repair (Vehicles/Transport Equipment)
- i.09020 Maintenance/Repair (Equipment)
- i.09030 Maintenance/Repair (Premises)
- i.09998 Other Maintenance/Repair (specify)
- i.09999 Unspecified Maintenance/Repair

j. **Services (Contractual/General)**

- j.10010 Advertising Contract
- j.10020 Aerial Photography Contract
- j.10030 Aircraft Charter
- j.10040 Auditor Fees
- j.10050 Bank Charges
- j.10060 Bridge Construction Contract
- j.10070 Building Construction Contract
- j.10080 Cleaning Services
- j.10090 Communication Costs (Telex, Telephone, etc.)
- j.10100 Custom Fees
- j.10110 Dam/Reservoir Construction Contract
- j.10120 Data Processing Fees
- j.10130 Demurrage and Related Fees
- j.10140 Drilling/Borehole Contract
- j.10150 EDP/Computer Time Contract
- j.10160 Earthworks Contract
- j.10170 Film/Video Production Contract
- j.10180 Fumigation Contract
- j.10190 Graphics Design Contract
- j.10200 Harbour Clearance/Handling/Storage Fees
- j.10210 Inland Handling/Storage Fees
- j.10220 Inspection/Survey Fees
- j.10230 Insurance
- j.10240 Land Rental Contract
- j.10250 Legal Services Contract
- j.10260 Loading/Unloading Contract
- j.10270 Marketing Contract
- j.10280 Messenger Services
- j.10290 Milling Contract
- j.10300 Office Rental
- j.10310 Overhead Water Storage Contract
- j.10320 Pipeline/Canal Construction Contract
- j.10330 Printing Contract
- j.10340 Printing/Publication Costs
- j.10350 Removal Expenses
- j.10360 Report Compilation Costs
- j.10370 Right-Of-Way Fees/Road Taxes
- j.10380 Road Construction Contract
- j.10390 Security Services
- j.10400 Site Construction Contract
- j.10410 TV/Radio Time Contract
- j.10420 Tendering/Drafting Fees

- j.10430 Train Charter
- j.10440 Translation Contract
- j.10450 Translation/Interpretation Costs
- j.10460 Transport Contract
- j.10470 Utilities (Electricity, Water, etc.)
- j.10480 Warehouse Rental Contract
- j.10990 Food Distribution Costs
- j.10998 Other Commercial Contracts/Services (specify)
- j.10999 Unspecified Services (Contractual/General)

k. **Grant/Lump Sum Payment**

- k.11010 Common Services Fund Grant
- k.11020 Ex-Gratia Payment
- k.11030 Honoraria
- k.11040 Loan Insurance Fund Grant
- k.11050 Revolving Loan Fund Grant
- k.11060 Grant-In-Aid
- k.11070 Small Business Establishment Grant
- k.11080 Training Fund Grant
- k.11998 Other Grant/Lump Sum Payment (specify)
- k.11999 Unspecified Grant/Lump Sum Payment

l. **Payment to/on behalf of Individual/Family**

- l.12010 Annuity Payments
- l.12020 Apprenticeship Grant
- l.12030 Bail
- l.12040 Books/Student Supplies
- l.12050 Business License Fee
- l.12060 CTD (Convention Travel Document) Fees
- l.12070 Clothing/Uniform Allowance
- l.12080 Departure Fees
- l.12090 Employment Grant
- l.12100 Fine
- l.12110 Food Allowance
- l.12120 House Construction Grant
- l.12130 Household/Settling-in Grant
- l.12140 IOM Service Fees
- l.12150 Identification Card Fees
- l.12160 Insurance for Individual/Family
- l.12170 Legal Fees
- l.12180 Local Travel Allowance
- l.12190 Medical Escort Costs
- l.12200 Medical Examination Costs
- l.12210 Medical Referral/Treatment Costs
- l.12220 Pocket Money Allowance
- l.12230 Registration/Tuition/Related Fees
- l.12240 Rental Deposit
- l.12250 Rental/Housing Allowance
- l.12260 Resettlement/Departure Grant
- l.12270 Residence Permit Fees
- l.12280 Social Security Payments
- l.12290 Student Deposit
- l.12300 Subsistence/Living/Room and Board Allowance
- l.12310 Transit Costs
- l.12320 Translation/Interpretation Costs

I.12330	Transport Ticket (Purchase of)
I.12340	Vacation/Related Allowance
I.12350	Visa Fees
I.12360	Voluntary Repatriation Grant
I.12370	Work Permit Fees
I.12998	Other Payment for Individual/Family (specify)
I.12999	Unspecified Payment for Individual/Family

m. **Labour**

m.13010	Refugee Labour Wages
m.13020	Non-Refugee Labour Wages
m.13998	Other Labour Costs (specify)
m.13999	Unspecified Labour Costs

n. **Staff Costs (Non-UNHCR)**

n.14010	Salaries
n.14020	Other Salary-Related Costs
n.14030	Staff Allowances/Benefits
n.14040	Staff Housing Rental
n.14050	Staff Travel
n.14998	Other Staff Costs (specify)
n.14999	Unspecified Staff Costs (non-UNHCR)

o. **Consultants**

o.15010	Consultant Fees
o.15020	Consultant Travel
o.15030	Consultant Per Diem
o.15998	Other Consultant Costs (specify)
o.15999	Unspecified Consultant Costs

z. **Unspecified**

z.99999	Unspecified
---------	-------------

## **APPENDIX B1 - GOVERNING CLAUSES FOR UNHCR AGREEMENTS**

1. The Governing Clauses for UNHCR Agreements concern the general responsibilities of each party to a (Sub-) Agreement. These, of course, include the responsibilities of the High Commissioner in every case.

2. Until 1996, these Governing Clauses were an integral part of all UNHCR (Sub-) Agreements. As of 1997, the format shown in this Appendix, whereby the Governing Clauses are incorporated by reference only, will be introduced in most countries.

3. The applicability of the clauses on the general responsibilities of the government or the general responsibilities of the agency depends upon the nature of the (Sub-) Agreement:

- a. in a Bipartite (Sub-) Agreement between UNHCR and a non-governmental organization, the clauses on the general responsibilities of the government (1.01 to 1.14) do not apply;
- b. in a Bipartite (Sub-) Agreement between UNHCR and a department of the host government, the clauses on the general responsibilities of the agency (2.01 to 2.05) do not apply;
- c. In a Tripartite (Sub-) Agreement, where the implementing partner is a non- governmental organization and the host government is a third signatory of the (Sub-) Agreement, all clauses (government, agency and UNHCR responsibilities) apply.

4. On the following pages, the text of the Governing Clauses is shown in the box on the left-hand page. Explanations for each clause, where appropriate, are given on the facing right-hand page.

**GOVERNING CLAUSES FOR UNHCR AGREEMENTS**

These Governing Clauses for UNHCR Agreements are applicable to the following types of UNHCR Agreements:

- a) **UNHCR Bipartite Agreement:** for a project implemented by a department of the host Government (in which case Clauses 1.01 to 1.14 and 3.01 to 10.6 apply) **or** for a project implemented by a non-governmental organization (in which case Clauses 2.01 to 10.6 apply);
- b) **UNHCR Tripartite Agreement:** for a project implemented by non-governmental organizations where the host Government is a third signatory to the Agreement, in which case Clauses 1.01 to 10.6 apply.

Both the UNHCR Bipartite and the UNHCR Tripartite Agreements are hereinafter referred to as “the UNHCR Agreement” or “the Agreement”.

**1. GENERAL RESPONSIBILITIES OF THE GOVERNMENT**

**The Government shall:**

**Government Participation**

- 1.01 participate in the project governed by the UNHCR Agreement in the form of cash, kind, services or staff to the value stated in the Basic (Sub-)Project Data (2.10) of the Agreement and as described in the (Sub-)Project Description and Budget annexed thereto;

**Unrestricted Imports and Exports**

- 1.02 secure exemption for the High Commissioner from prohibitions and restrictions on imports and exports in respect of goods, supplies and any other articles for use in the implementation of the project governed by the UNHCR Agreement;

**Tax and Duty Free Provisions**

- 1.03 secure exemption for the High Commissioner from all customs, duties, levies and direct taxes on all services rendered by the High Commissioner and on all goods, supplies and any other articles imported or domestically purchased by the High Commissioner for use in the implementation of the project governed by the UNHCR Agreement;

**Explanation:**

## **1. GENERAL RESPONSIBILITIES OF THE GOVERNMENT**

Clauses 1.01 to 1.14 concern what may be considered the *statutory responsibilities of the host government*. Non-compliance may seriously impede the implementation of the project; UNHCR's governmental counterpart should be fully aware of these obligations.

### **1.01 - Government Participation**

The governmental partner, having agreed to participate in the form and value stated under Clause 2.10 in the Basic (Sub-)Project Data (see Appendix B2) and/or in the (Sub-)Project Description and Budget attached, secures and commits the necessary resources.

### **1.02 - Unrestricted Imports and Exports**

a. This clause originates in Article II of the Convention on the Privileges and Immunities of the United Nations, and should be read together with Clause 7.3(b) under "Procurement" which specifies that imports "shall meet the standards and norms prevailing in the recipient country". This latter clause may *exceptionally* mean that an item intended for importation may be subject to some form of restriction or need special clearance.

b. This clause requires the government partner to "secure exemption from prohibitions and restrictions", i.e. to ensure that the appropriate exemption is granted.

### **1.03 and 1.04 - Tax and Duty Free Provisions**

These clauses strengthen the application of the Convention on the Privileges and Immunities of the United Nations:

a. Clause 1.03 requires the government partner to "secure exemption from all customs duties, levies and direct taxes", i.e. to ensure that the appropriate exemption is granted.

- 1.04 make appropriate administrative arrangements to reimburse the High Commissioner or, when appropriate, his/her appointed agent or the original supplier, for the account of the High Commissioner, any duty or tax levied on domestically purchased services, goods, supplies and any other articles;

**Importation Provisions**

- 1.05 facilitate importation, reception and off-loading at the port of entry of supplies, food aid and other material assistance provided under the project governed by the UNHCR Agreement;
- 1.06 ensure that vessels, aircraft, trains or vehicles carrying imported supplies, food aid and other material assistance for the beneficiaries of the project governed by the UNHCR Agreement are given the necessary priority for off-loading at the port of entry;
- 1.07 ensure that all customs and registration documents, licences and operating permits which may be required for the importation of project supplies and the operation of equipment, including vehicles, telecommunications and computer equipment, will be issued within the shortest possible time after the receipt of the application thereof;

**Rate of Exchange**

- 1.08 grant the most favourable official rate of exchange for all conversions into local currency of funds provided by the High Commissioner for the implementation of the project governed by the UNHCR Agreement;

**Use of Land**

- 1.09 make available to the project, free of charge, adequate land as may be required in furtherance of the objectives of the project as stated in the (Sub-)Project Description attached to the UNHCR Agreement;
- 1.10 ensure that beneficiaries of the project are extended the same rights as to the use of such land as are given to nationals and residents living in adjoining areas;
- 1.11 if the allocated land is for the construction of permanent structures, ensure that building permits are issued within a reasonable time following the application thereof;

**Participation of Other Organizations**

- 1.12 take any necessary steps, in coordination with the High Commissioner and, when appropriate, the Agency, to enlist the participation in the project governed by the UNHCR Agreement of members of the United Nations system (e.g. the provision of food by the World Food Programme), other intergovernmental organizations and non-governmental organizations in meeting the total requirements of the project or otherwise generally help in attaining the project's objectives;

b. Clause 1.04 requires the government partner to make arrangements for reimbursement, particularly when the amount involved is significant. Exceptions may exist when the duty or tax paid on domestic purchases is "part of the price to be paid" (extract from the Convention on the Privileges and Immunities of the United Nations). UNHCR (and the implementing partner) must ensure that all the documentation required from the supplier and from the appropriate tax authorities is available and correctly submitted to obtain prompt reimbursement.

#### **1.05, 1.06 and 1.07 - Importation Provisions**

These clauses place the onus on UNHCR's government counterpart (and implementing partners) to prepare all import documents well in advance of the expected arrival date of a shipment, and to facilitate and expedite the actual importation and off-loading. Non-compliance with these clauses may result in heavy costs being incurred by the project.

There have been numerous incidents where, for usually avoidable reasons, the importation and/or clearance of UNHCR project supplies have been delayed beyond a reasonable period, resulting in UNHCR or the project incurring heavy demurrage or storage costs. If the cause is directly attributable to the negligence of either the government and/or implementing partner not meeting its responsibilities, the Field Office will consult with UNHCR Headquarters to determine what action should be taken to recover costs from the negligent Party.

#### **1.08 - Rate of Exchange**

Clause 1.08 states the government's obligation to grant UNHCR the most favourable *official* rate of exchange. This is a *statutory requirement* and embodies provisions stated in the Convention on Privileges and Immunities of the United Nations and the UNHCR Financial Rules: "UNHCR not being restricted by financial controls and regulations . . .", "Freedom to convert any currency held by it", "Moneys will be utilized so as to provide the maximum benefit for the purpose intended".

#### **1.09, 1.10 and 1.11 - Use of Land**

a. Clause 1.09 states the government's obligation to make sufficient land available to achieve the project objectives.

b. Clause 1.10 states that the use of the land is not restricted, and that the project beneficiaries are extended the same rights pertaining to land use, including construction, as nationals and other local residents. This may prove difficult to enforce if land is scarce or is privately owned. The intention of the clause is to give the beneficiaries access to land which may facilitate their local settlement, when this is an agreed durable solution with the host government.

c. Given the use of available land as part of the project, Clause 1.11 requires the government to issue building permits promptly.

- 1.13 inform the High Commissioner and, when appropriate, the Agency of contributions from sources other than the High Commissioner received towards project requirements and that are related to the achievement of the objectives of the project governed by the UNHCR Agreement;

**Travel of the High Commissioner's and Agency's Staff**

- 1.14 ensure that the travel of the High Commissioner, his/her staff and any other persons, including when appropriate, the staff of the Agency, duly authorized by the High Commissioner to visit the project area is unhindered and is consistent with the undertaking by the Government that the High Commissioner shall have unrestricted access to the beneficiaries of the project governed by the UNHCR Agreement. To this end, the Government shall facilitate the prompt issuance of the necessary visas and permits for the High Commissioner's and, when appropriate, Agency's staff to take up their assignments in the project area and/or undertake visits to the project area to review the progress and achievements of the project during its implementation.

2. **GENERAL RESPONSIBILITIES OF THE AGENCY**

**The Agency shall:**

**Agency Participation**

- 2.01 endeavour to raise contributions to meet its participation in the project governed by the UNHCR Agreement in the form of cash, kind, services or staff to the value stated in the Basic (Sub-)Project Data (2.10) of the Agreement and as described in the (Sub-)Project Description and the Budget annexed thereto;

**Importation Documentation**

- 2.02 ensure that all customs and registration documents, licences and operating permits which may be required for the importation of project supplies and the operation of equipment, including vehicles, telecommunications and computer equipment, will be applied for in ample time prior to the forecasted importation date in order to avoid delays at the port of entry;

**Explanation:**

**1.12 and 1.13 - Participation of other Organizations**

The intention of these clauses is to make all Parties responsible for soliciting the participation of other organizations. Clause 1.13 is linked to Clause 5.02. As a result of soliciting such participation, an unexpected or additional contribution may be received. If such a contribution is received after the original financial participation has been agreed, then the agreement will require an amendment to reflect reduced financial requirements from UNHCR or a different apportionment of the financial participation of each Party.

#### **1.14 - Travel of the High Commissioner's and Agency's Staff**

a. The objective of this clause is *inter alia* to allow UNHCR to be able to perform its statutory functions of protecting refugees, promoting durable solutions and obtaining information concerning the numbers and conditions of refugees through *unhindered and unrestricted access* to the project's beneficiaries and project sites. Furthermore, the clause provides for monitoring visits by UNHCR and the issuance of the necessary travel visas and permits.

b. In serious security situations this clause may be difficult to enforce. However, UNHCR's policy is that UNHCR's (or an implementing partner's) presence in the vicinity of the refugees/returnees is essential for the assistance foreseen under the project to be properly monitored. If such a presence is not possible, UNHCR may take the position that UNHCR's participation in the project and the delivery of UNHCR assistance may have to await the establishment of such a presence.

## **2. GENERAL RESPONSIBILITIES OF THE AGENCY**

### **2.01 - Agency Participation**

The implementing partner, having agreed to participate in the form and value stated under Clause 2.10 in the Basic (Sub-)Project Data and/or in the (Sub-)Project Description and Budget attached, secures and commits the necessary resources.

### **2.02 - Importation Documentation**

This clause places the responsibility on the implementing partner (and UNHCR's government counterpart) to prepare all import documents, licences, etc., well in advance of the expected arrival date of a shipment, and to facilitate and expedite the actual importation and off-loading. Non-compliance with these clauses may result in heavy costs being incurred by the project, which UNHCR may seek to recover from the negligent Party.

**Rate of Exchange**

- 2.03 apply the most favorable official rate of exchange for all transactions relating to the implementation of the project governed by the UNHCR Agreement;

**Participation of Other Organizations**

- 2.04 take any necessary steps, in coordination with the High Commissioner and the Government, to enlist the participation in the project governed by the UNHCR Agreement of other members of the United Nations system (e.g. the provision of food by the World Food Programme), other intergovernmental organizations and non-governmental organizations in meeting the total requirements of the project or otherwise generally help in attaining the project's objectives;
- 2.05 inform the High Commissioner and the Government of contributions from sources other than the High Commissioner received towards project requirements and which are related to the achievement of the objectives of the project governed by the UNHCR Agreement.

3. **IMPLEMENTATION RESPONSIBILITIES OF THE GOVERNMENT/AGENCY**

**The Government/Agency shall:****Use of Funds**

- 3.01 utilize the High Commissioner's funds towards the cost of implementing the project in accordance with the (Sub-)Project Description and the Budget annexed to the UNHCR Agreement;

**Budgetary Transfers**

- 3.02 be authorized to make transfers within the budget at the level indicated in the Basic (Sub-)Project Data (2.07) of the UNHCR Agreement, provided that the amount transferred does not increase or decrease any budget line by more than 10 per cent and that the budget total is not exceeded. Any such transfers exceeding 10 per cent shall be subject to prior consultation with, and to written authorization by, the High Commissioner and subsequent revision to the budget;

**Explanation:****2.03 - Rate of Exchange**

- a. A non-governmental implementing partner must apply the *most favourable official rate of exchange* as granted by the government.
- b. If an implementing partner must change one currency into another to meet costs incurred in the second currency, which is not the currency of the host country, then the

**prevailing market rate of exchange should be used.**

#### **2.04 and 2.05 - Participation of other organizations**

The intention of these clauses is to make all Parties responsible for soliciting the participation of other organizations. Clause 2.05 is linked to Clause 5.02. As a result of soliciting such participation, an unexpected or additional contribution may be received. If such a contribution is received after the original financial participation has been agreed, then the agreement will require an amendment to reflect reduced financial requirements from UNHCR or a different apportionment of the financial participation of each Party.

### **3. IMPLEMENTATION RESPONSIBILITIES OF THE GOVERNMENT/AGENCY**

#### **3.01 - Use of Funds**

UNHCR funds should be used only for the purposes intended, as specified in the (Sub-) Project Description and Budget attached to the agreement.

#### **3.02 - Budgetary Transfers**

a. This clause allows the implementing partner some flexibility in making minor revisions to the Budget, within the limits stated. This clause must be fully understood and applied to avoid possible abuses or over-expenditure. An implementing partner's authority to make transfers is indicated in Clause 2.07 in the Basic (Sub-) Project Data. UNHCR *must* authorize any transfer which would result in an increase or decrease greater than 10%, and prepare a Supplementary Agreement to revise the Budget.

b. The most important consideration is that budgetary transfers *must not increase the total of the approved Budget*.

**Payments to Beneficiaries of the Project**

- 3.03 effect payments to the beneficiaries of the project governed by the UNHCR Agreement only when the (Sub-)Project Description and the Budget attached to the Agreement provide for such payments to be made. If a beneficiary is a regular recipient of payments under the terms of the Agreement, the UNHCR Beneficiary Card (HCR 109/Rev.1) should be used to record all such payments to each beneficiary;

**Refund of Unspent Balances**

- 3.04 refund all undisbursed funds to the High Commissioner at the same time as submitting the final Sub-Project Monitoring Report (SPMR);

**Liquidation Period**

- 3.05 justify an extension of the liquidation period beyond the liquidation date, as specified in the Basic (Sub-)Project Data (2.06) of the UNHCR Agreement, if unliquidated commitments remain on that date. Exceptionally, such an extension may be approved by the High Commissioner in writing;

**Separate Interest-Bearing Bank Account**

- 3.06 deposit all remittances received from the High Commissioner into a separate bank account. If, for administrative reasons, the High Commissioner's funds are deposited into a general or multi-purpose account, the credit of the High Commissioner's remittances should be clearly identifiable. The account into which the High Commissioner's remittances are deposited should be interest-bearing;

**Miscellaneous Income**

- 3.07 credit any miscellaneous income to the project accounts as a receipt of funds against agreed project requirements. Miscellaneous income shall include, inter alia, proceeds or receivables from the sale of any item or property provided under the project governed by the UNHCR Agreement as well as any bank interest earned or accrued on project funds remitted by the High Commissioner and which have been deposited or temporarily placed in an interest-bearing account. At the end of the liquidation period of the project, all miscellaneous income remaining in the project accounts, or which is an outstanding receivable, shall be reported in the Sub-Project Monitoring Report (SPMR) due at that time. The use of such miscellaneous income during the course of the project, for project-related activities, requires prior consultation with and written authorization by the High Commissioner;

**Explanation:**

**3.03 - Payments to Beneficiaries of the Project**

Assistance measures for the beneficiaries should include payments of cash to individuals *only if such payments are specifically foreseen and provided for under the project*. Where possible, payments should be made to third parties who have rendered services to an individual (e.g. a pharmacy, a

landlord). UNHCR Beneficiary Cards should be used to record regular payments to individuals which are part of the planned assistance measures.

#### **3.04 - Refund of Unspent Balances**

A refund becomes payable, and should be reimbursed to UNHCR, as soon as the accounts of the (sub-) project are finalized and reported in the final SPMR. If the refund is being repaid to UNHCR by offsetting it against (deducting it from) a remittance due to the same implementing partner under a related or subsequent project, then the offsetting project should be clearly identified on the refund documentation.

#### **3.05 - Liquidation Period**

This clause states that the liquidation period ends on the specified liquidation date (Clause 2.06 in the Basic (Sub-) Project Data). Extension is only exceptionally authorized, with the execution of a Supplementary Agreement (see Appendix C).

#### **3.06 - Separate Interest-Bearing Bank Account**

- a. UNHCR's funds should be deposited in a separate bank account. Exceptionally this may not be possible since a governmental agency (and less likely, a non-governmental agency) may be obliged by its own internal regulations to deposit all remittances in a general or central account (this is most commonly an account under the control of a government's Treasury or Ministry of Finance). In this case, the deposits of UNHCR's funds into such accounts must be traceable, for audit purposes.
- b. The implementing agency is required to maintain an interest-bearing bank account for UNHCR funds as a means of generating income (sometimes significant) for the project.

#### **3.07 - Miscellaneous Income**

This clause restricts the use of any miscellaneous income received by the implementing partner to meet unforeseen project expenses. However, the clause does *not* require the refund of miscellaneous income. Such income should be recorded in the project accounts and/or shown as an accrued amount (when it remains as an outstanding receivable) at the time of closing the accounts. The last sentence of the clause allows some negotiation between UNHCR and the implementing partner concerning the use of miscellaneous income to cover legitimate project-related costs. This is *not* a way to provide funds to the implementing partner in excess of the agreed total project requirements. Any amount of miscellaneous income disbursed against budgeted project costs should be deducted from the next remittance. If it is agreed exceptionally that the miscellaneous income may be applied against non-budgeted items, then the implementing partners' accounts should record both the income and expenditure as an extra-budgetary transaction.

**Maintenance of Financial and Project Records**

- 3.08 maintain separate project records and accounts containing current information and documentation which, inter alia, shall comprise:
- (a) copies of the UNHCR Agreement and all revisions thereto;
  - (b) payment vouchers, clearly showing the (Sub-)Project symbol, the name of the payee, the amount, the purpose and date of disbursement, evidencing all payments made and with all pertinent supporting documentation attached;
  - (c) vouchers evidencing the receipt of all remittances, cash or any other form of credit to the project account;
  - (d) periodic analyses of actual expenditure against the project's budget;
  - (e) records of all financial commitments entered into during the project;
  - (f) reports by auditors on the accounts and activities of this project;
- 3.09 where applicable, also maintain as part of the project records:
- (a) a general ledger accounting system;
  - (b) bank statements and reconciliations;
  - (c) cash book(s);
  - (d) separate accounts of sales and other taxes incurred on domestic purchases;
  - (e) planned staffing tables showing actual manning;
  - (f) procurement/purchasing contracts;
  - (g) non-expendable property and vehicle inventories;
  - (h) employment contracts;
  - (i) building and construction contracts and subcontracts;
- 3.10 allow access to the above project records to persons duly authorized by the High Commissioner;

**Explanation:****3.08, 3.09 and 3.10 - Maintenance of Financial and Project Records**

- a. Clause 3.08 itemizes what constitutes *essential* project records.
- b. Clause 3.09 identifies other forms of records required, according to the nature of the project and in conformity with the provisions contained in any applicable appendices. These

records comprise both documentation which should be an integral part of the implementing partners' accounting system as well as documentation relative to specific sectoral activities.

c. Clause 3.10 strengthens the application of the Inspection and Audit Clauses by allowing access to all the project's records.

**Inspection and Audit**

- 3.11 facilitate inspection and audit of the project governed by the UNHCR Agreement by the United Nations Internal Audit Service or any other person duly authorized by the High Commissioner on behalf of the United Nations. Should they at any time wish to do so, the United Nations Board of Auditors may also carry out an audit of the project. Audits of the project will include, *inter alia*, the examination of the project accounting records in order to determine that the charging of administrative and operational support costs to the project complies with those specified in the annexes to the UNHCR Agreement. For auditing purposes, project accounting records shall be retained for the six years following the project's termination;
- 3.12 facilitate visits by the High Commissioner or of any other person duly authorized by him/her to the project site(s) to evaluate the progress and achievements of the project during its period of implementation or thereafter;

**Audit Certificate**

- 3.13 submit to the High Commissioner, within six months of the final date for liquidation of commitments, an audit certificate issued by the government audit authority or an independent accountant, as appropriate, together with such comments as the auditor may deem appropriate in respect of project operations generally and, in particular, the financial situation as reported by the Government/Agency;

**General Reporting**

submit to the High Commissioner;

- 3.14 Sub-Project Monitoring Reports (SPMRs) Part 1 (Financial Monitoring) when requesting the payment by the High Commissioner of further instalments and Part 1 (Financial Monitoring) and Part 2 (Performance Monitoring) by the dates indicated in the Basic (Sub-)Project Data (2.08) of the UNHCR Agreement; and
- 3.15 with the Sub-Project Monitoring Report (SPMR) Part 1, due upon termination of the project, provide a list showing all outstanding commitments together with the name of the contractor, the supplier or any other payee to whom such commitments have been made. The High Commissioner will not be liable for the settlement of any commitments of which he/she has not been so informed;
- 3.16 a final Sub-Project Monitoring Report (final SPMR) Parts 1 and 2, within two weeks following the end of the liquidation period;

Explanation:

### 3.11 and 3.12 - Inspection and Audit

- a. These clauses are *statutory requirements* for all agreements since they provide the basis on which UN auditors may conduct operational and financial audits of the project. Audit is a requirement under the UNHCR Financial Rules.
- b. The third sentence of Clause 3.11 emphasizes that the Auditors will give particular attention to ensure that administrative and operational support costs have been properly charged to the project in accordance with the terms of the project agreement.
- c. Note that project records must be retained for six years.
- d. Clause 3.12 provides the basis for the evaluation of the project by UNHCR evaluation staff, or the inclusion of the evaluation of the project in the terms of reference of any person authorized by UNHCR to review the progress and achievements of the project.

### 3.13 - Audit Certificate

- a. The requirement to have an implementing partner's final project accounts certified by an appropriate audit authority is to ensure that all projects, especially those which have not been audited by the UN auditors are, at least, subject to some form of certification. Such certification should state as a minimum, that the implementing partner's accounts are in order and conform with generally accepted accounting principles.
- b. Typically the Auditor General or Ministry of Finance would certify the final project accounts prepared by a governmental implementing partner.
- c. A non-governmental partner often engages a firm of Certified Public Accountants to certify their accounts. Such certification may take the form of an auditors' report on the annual accounts of the organization as a whole. Provided that the accounts of the UNHCR project are part of the organization's annual accounts, then this form of certification meets UNHCR's requirements.

### **3.14, 3.15 and 3.16 - General Reporting**

- a. These clauses cover the FMIS reporting requirements specified under Clause 2.08 of the Basic (Sub-) Project Data.
- b. Clause 3.15 requires that a list of outstanding commitments, as at the termination date of the project, be provided. The liquidation period is intended to allow the necessary time for the settlement of these commitments. If commitments cannot be settled within the agreed period, an extension of the liquidation period may be required. If UNHCR is not notified of outstanding commitments at the appropriate time in accordance with this clause then UNHCR has no liability for settling such commitments.
- c. Clause 3.16 applies when a final SPMR is required, in addition to the periodic SPMR due on 15 February (if a sub-project is terminated on 31 December and is liquidated by 31 January, the Final SPMR can replace the periodic SPMR due on 15 February; if, however, the sub-project is liquidated after 31 January, a periodic SPMR is required by 15 February as well as a Final SPMR two weeks after the end of the liquidation period).

**Other Reporting**

- 3.17 submit to the High Commissioner, other reports as may be specified in the Basic (Sub-)Project Data (2.08) and/or the (Sub-)Project Description annexed to the UNHCR Agreement.

**4. RESPONSIBILITIES OF THE HIGH COMMISSIONER****The High Commissioner shall:****Provision of Staff and Services**

- 4.01 assist in the implementation of the project governed by the UNHCR Agreement by making available the advisory services of his/her staff;

**Participation of Other Organizations**

- 4.02 take any necessary steps, in coordination with the Government and, when appropriate, the Agency, to enlist the participation in the project of other members of the United Nations system (e.g. the provision of food by the World Food Programme), other intergovernmental organizations and non-governmental organizations in meeting the total requirements of the project as stated in the Basic (Sub-)Project Data (2.09) of the UNHCR Agreement or otherwise generally help in attaining the project's objectives;

**Remittances**

- 4.03 within the ten working days following the signing of the UNHCR Agreement by all the parties thereto, make a first remittance to the designated bank account as stated in the Basic (Sub-)Project Data (2.11 and 2.13) of the UNHCR Agreement;
- 4.04 thereafter, and subject to the availability of funds, make further remittances commensurate with the progress of the project and in accordance with the project's liquidity status as evidenced by Sub-Project Monitoring Reports (Part 1), certifying that not more than only 30% of the last instalment received remains on hand. A forecast of indicative cash requirements shall be agreed with the High Commissioner and stated in the Basic (Sub-)Project Data (2.12) of the UNHCR Agreement. The forecast of indicative cash requirements shall take into account any retention of funds for the payment of procurement by the High Commissioner as indicated in the (Sub-)Project Description and Budget of the UNHCR Agreement;

**Explanation:****3.17 - Other Reporting**

- a. The special reporting requirements for education, counselling and resettlement projects should be specified in the Basic (Sub-) Project Data or in the (Sub-) Project Description.
- b. If an implementing partner can supply additional or supplementary reports (e.g.

monthly financial reports), then these reports should also be specified in the Basic (Sub-) Project Data or in the (Sub-) Project Description.

#### **4. RESPONSIBILITIES OF THE HIGH COMMISSIONER**

##### **4.01 - Provision of Staff and Services**

This clause reinforces the mutual cooperation between the Parties to the agreement by making available the advisory services of UNHCR staff to assist in the implementation of the project.

##### **4.02 - Participation of Other Organizations**

The intention of this clause is to make all Parties responsible for soliciting the participation of other organizations. This clause is linked to Clause 5.02. As a result of soliciting such participation, an unexpected or additional contribution may be received. If such a contribution is received after the original financial participations have been agreed, then the agreement will require an amendment to reflect reduced financial requirements or a different apportionment of the financial participation of each Party.

##### **4.03 and 4.04 - Remittances**

- a. Ten working days is the norm within which the first remittance should be made. In no circumstances can a fixed date be set for the payment of the first remittance. UNHCR will take all the necessary steps to make payment within the ten days.
- b. The release of further remittances is conditional on:
  - the progress of the project,
  - the project's liquidity status, as certified in an SPMR (Part 1),
  - the availability of funds, both in accordance with the obligation limits set in the UNHCR LOI and the cash available in the Field Office's bank account, and
  - the retention of funds by UNHCR for procurement or other direct payments on behalf of the implementing partner.

**Non-liability**

- 4.05 not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of the project governed by the UNHCR Agreement and which may be made against the other parties to the Agreement;
- 4.06 not accept liability for compensation for the death, disability or the effects of other hazards which may be suffered by employees of the other parties to the UNHCR Agreement as a result of their employment on work which is the subject matter of the Agreement;
- 4.07 not be liable for any expenditure incurred in excess of the funds which he/she has made available under the UNHCR Agreement.

5. **OTHER PROVISIONS**

**Confidentiality**

- 5.01 The confidentiality of any information pertaining to any individual or group of beneficiaries of the project governed by the UNHCR Agreement shall be respected. The contents of any files, including computerized databases, can only be released to persons duly authorized by the High Commissioner to receive such information, and then only when in the interests of the individual or group of beneficiaries;

**Other Contributions**

- 5.02 The total (Sub-)Project requirements and the High Commissioner's participation towards those total requirements, as stated in the Basic (Sub-)Project Data (2.09 and 2.10) of the UNHCR Agreement, may be revised to take into account any in-kind or extra-budgetary contributions as may be made available through the High Commissioner, the Government, or the Agency which meet, partially or totally, the requirements of the project governed by the Agreement;

**Changed Circumstances**

- 5.03 Should the number of beneficiaries, for which assistance was foreseen under the project governed by the UNHCR Agreement, significantly change from the number originally envisaged, or if for any reason, changed circumstances reduce or increase the need for assistance in the amounts as originally foreseen, the High Commissioner shall be immediately informed so that, after mutual consultation, the High Commissioner can adapt his/her participation in the project to the new situation or discontinue it as the circumstances may warrant;

**Explanation:**

**4.05, 4.06 and 4.07 - Non-liability**

- a. **Clauses 4.05 and 4.06 are *statutory requirements*, excluding UNHCR from:**

- any liability towards third parties, and
- any liability towards the employees of the other Parties to the agreement.

b. Clause 4.07 reinforces the intention of Clauses 3.02 and 5.07 by emphasizing that *UNHCR is not liable for any overexpenditure.*

## **5. OTHER PROVISIONS**

### **5.01 - Confidentiality**

Often inadequate controls are exercised on the confidentiality of information, particularly concerning individual refugee cases or groups of refugees who may be particularly vulnerable. This clause requires UNHCR's implementing partners to keep confidential all information of a biographic nature. Such information can only be released to persons authorized by UNHCR to have access to the information. Non-compliance with this clause could have important and serious protection implications.

### **5.02 - Other Contributions**

The agreement will require an amendment to reflect reduced financial requirements or a different apportionment of the financial participation of each Party if an unexpected or additional contribution is made available through any of the Parties subsequent to signing the agreement.

### **5.03 - Changed Circumstances**

a. Projects are established according to the situation prevailing at the start of the project. During the course of a project, circumstances may evolve which significantly change the scope and magnitude of the project. This clause ensures that, in such circumstances, the project is reviewed jointly and revised in accordance with the new situation.

b. If the circumstances substantially change or UNHCR decides to cancel the project, a Supplementary Agreement (see Appendix C) will be required to this effect.

**Revisions**

- 5.04 If, during implementation of the project governed by the UNHCR Agreement, revision of any terms of the Agreement or the Annexes thereto becomes advisable, including its extension beyond the termination date, then such revisions shall be made only with the written consent of the parties to the Agreement and prior to the expiration of the Agreement;

**Inability to Continue Implementation**

- 5.05 If during the period covered by the UNHCR Agreement, the Government/Agency is prevented from carrying out its respective obligations referred to in the Agreement, this fact shall be reported to the High Commissioner who, in consultation with the other parties to the Agreement, shall decide what arrangements, if any, shall be made to further implement or curtail the project;

**Participation of Beneficiaries in Project Planning and Implementation**

- 5.06 The beneficiaries of the project should be involved and participate, to the extent possible, in any activities related to the planning and achievement of the objectives of the project governed by the UNHCR Agreement. These objectives and the modalities of participation by the beneficiaries are specified in the (Sub-)Project Description attached to the Agreement. Particular attention shall at all times be paid to UNHCR's policies and guidelines on refugee women and refugee children;

**Administrative Costs**

- 5.07 Only those administrative expenses and operational support staff costs for which provision has specifically been made in the Budget annexed to the UNHCR Agreement shall be charged to the project, and then only against and not exceeding the amount specified in the Budget;

**Arbitration**

- 5.08 Should any dispute arise as to the interpretation, application or to any other question relating to the present Governing Clauses or UNHCR Agreement, the dispute or controversy shall be referred, upon agreement by the parties, to a single arbitrator or, in default of agreement, to three arbitrators to be appointed in accordance with the arbitration rules of the United Nations Commission on International Trade Law;

## Explanation:

## 5.04 - Revisions

This clause is linked to Clause 5.03 above, as well as specifying the need to revise the project agreement through a Supplementary Agreement (see Appendix C) if there are changes to its terms or duration.

**5.05 - Inability to Continue Implementation**

- a. This clause is a form of "force majeure" clause which could be invoked if the implementing

partner is prevented from continuing implementation for reasons of security, "acts of war", hostilities, etc. The clause may also be enforced if the implementing partner is financially insolvent and/or is declared bankrupt.

b. If UNHCR decides to cancel the project, a Supplementary Agreement will be required to this effect.

#### **5.06 - Participation of Beneficiaries in Project Planning and Implementation**

This clause ensures, to the extent possible, that full consultations with, and mobilization of, the project's beneficiaries will provide planning data for appropriate, timely and *cost-effective* assistance.

Consultations with the beneficiaries may ensure that inappropriate forms of assistance are avoided. Reference to UNHCR's policies and guidelines on refugee women and refugee children should be reinforced by appropriate activities as described in the relevant Project Description.

#### **5.07 - Administrative Costs**

The administrative components of a project Budget are difficult for UNHCR to fully control because implementing partners often consider these to be their own responsibility. This may be the case when an implementing partner is meeting part of the administrative costs itself, and/or confidential payroll information is involved. This Clause makes the implementing partner responsible to keep within the Budget. As stated in Clause 3.11, proper charging of administrative costs will be examined closely by UN Auditors.

#### **5.08 - Arbitration**

a. An implementing partner's full understanding of the interpretation and application of all the clauses and provisions in the project agreement, including the (Sub-) Project Description and Budget, should lessen non-compliance with the agreement's terms. Should repeated non-compliance reach the stage where gross mismanagement, negligence or criminal acts are suspected, however, then arbitration (or litigation) should not be ruled out.

b. This clause also defines the jurisdiction under which disputes, as well as questions of interpretation and application, will fall. The governmental and/or implementing partner may argue strongly that their national jurisdiction or the jurisdiction where the agency is based should apply. However, UNHCR is immune from suit and legal process. Arbitration is the stated option for any disputes arising among the Parties.

**5.09 Assignment and Subcontracting**

The parties to a UNHCR Agreement shall not assign or otherwise transfer their interest in or subcontract any substantial part of their performance under the Agreement without prior written consent of the High Commissioner subject to such terms and conditions he/she may impose, but in no case will any contractual relationship be created between the High Commissioner and any other entity not party to the Agreement;

**5.10 Termination**

If any party to a UNHCR Agreement refuses or fails to prosecute any work, or separable part thereof, or violates any term, condition or requirement of the Agreement, the High Commissioner may terminate the Agreement in writing with immediate effect. Such termination shall relieve the High Commissioner from any further obligations under the Agreement and the Agency shall return all unspent funds provided under the Agreement and the High Commissioner's property in its possession, if any;

**5.11 Compliance with Laws**

Any Agency party to a UNHCR Agreement shall, at its own expense, comply with all laws and regulations, either in its country of residence or operation if different, and assume all liabilities or obligations imposed by any law or regulation with respect to its performance under the Agreement;

**Effective Project Duration**

5.12 The project governed by a UNHCR Agreement effectively commences and is planned to terminate on the dates indicated in the Basic (Sub-)Project Data (2.04 and 2.05) of the Agreement;

**Project Identification**

5.13 A project being the subject matter of a UNHCR Agreement, shall be identified by the (Sub-)Project Symbol indicated in the Basic (Sub-)Project Data (2.02) of the Agreement and all correspondence, project and financial records relating thereto shall bear this symbol;

**Clauses not Applicable to this Project**

5.14 Should the parties to a UNHCR Agreement agree that any clause contained in the present Governing Clauses does not apply to the project governed by the UNHCR Agreement, the index number(s) of any such clause(s) shall be indicated in the Basic (Sub-)Project Data (2.14) of the Agreement;

**Explanation:****5.09 - Assignment and Subcontracting, 5.10 - Termination and 5.11 - Compliance with Laws**

These three clauses safeguard UNHCR's and its donors' interests in cases where partners either fail to

perform all or part of what they had agreed to do or where they subcontract implementation of substantial components of a (Sub-) Project.

#### **5.12 - Effective Project Duration**

The Effective Commencement Date is stated in Clause 2.04. The Planned Termination Date is given in Clause 2.05.

#### **5.13 - Project Identification**

The (Sub-) Project Symbol (see Clause 2.02) must appear on related correspondence, project and financial records and reports.

#### **5.14 - Clauses not Applicable to this Project**

Any of the Governing Clauses which the Parties agree to exclude from the agreement should be listed in Clause 2.14.

**Non-waiver of Immunities**

- 5.15 Nothing contained in these Governing Clauses or in a UNHCR Agreement shall be deemed a waiver, express or implied, of any immunity from suit or legal process or of any privilege, exemption or other immunity enjoyed, or which may be enjoyed, by the High Commissioner.

**6. PROJECT STAFF**

The following seven clauses are applicable only when staff are being seconded, temporarily assigned, or employed under the project governed by a UNHCR Agreement.

**The Government/Agency shall:**

- 6.1 as its contribution to the project governed by the UNHCR Agreement, second or temporarily reassign qualified, competent Government/Agency staff to undertake certain services as set forth in the (Sub-)Project Description attached to the UNHCR Agreement;
- 6.2 meet all the costs of remuneration of such Government/Agency staff so seconded or reassigned at levels commensurate with established scales and in accordance with generally accepted standards and practices as defined in the applicable regulations;
- 6.3 ensure the right of any Government/Agency staff so detached, to return to Government/Agency service in accordance with applicable regulations and practice;
- 6.4 undertake the recruitment of appropriately qualified and experienced staff in accordance with the Staffing Table contained in the annexes attached to the UNHCR Agreement, if Government/Agency staff are not available for secondment or reassignment. Recruitment of staff shall be conducted in consultation with the High Commissioner, and according to criteria agreed with the High Commissioner to ensure the selection of the most professionally qualified candidates and, as appropriate, following the public announcement of vacancy notices. Recruitment of staff shall be conducted on the basis of equal opportunity for female candidates in order that female staff are available to, *inter alia*, participate in the planning of project activities in favour of women beneficiaries of the project governed by the UNHCR Agreement;
- 6.5 establish contracts with staff recruited or seconded under the project governed by the UNHCR Agreement, in accordance with the applicable regulations, including *inter alia*;

**Explanation:**

**5.15 - Non-waiver of Immunities:** this clause safeguards the precedence of other legal instruments which relate to UNHCR's privileges and immunities. Such instruments comprise *inter alia*: (a) the 1946 Convention on the Privileges and Immunities of the United Nations; (b) any Accord de Siège, Exchange of Letters, Memorandum of Understanding or Cooperation Agreement with the host government which embodies the same provisions as the 1946 Convention; and (c) any Basic Agreement, Protocol or Memorandum of Understanding which may govern UNHCR assistance programmes in the host country

and in which the diplomatic status of the UNHCR office and staff is stated.

## **PROJECT STAFF**

**Clause 6.1:** the intention behind this optional appendix is to emphasize that, in the first instance, staff should be seconded or temporarily reassigned to the project by the implementing partner. Only when this possibility is not feasible should the project resort to hiring project staff.

**Clause 6.2:** emphasizes that seconded staff should remain on the payroll of the implementing partner. Such staff should continue to be remunerated by their employer at their actual level or at a level commensurate with their new duties under the project, as long as their remuneration is in line with the employer's established salary scales. In certain cases the UNHCR project budget may provide for incentives or allowances in addition to the base wage or salary received from the implementing partner (e.g. housing allowance, travel allowance, hardship incentive).

**Clause 6.3:** intended to avoid the situation where the implementing partner's staff who are seconded to the project have their employment with the partner terminated, or when their contract lapses they are no longer remunerated as an employee of the implementing partner. This could be the case for a longer term secondment, which may result in the full remuneration of the seconded staff becoming due under the project, as well as any termination indemnities due upon their separation from the project. Seconded staff should always hold a currently valid contract with the implementing partner specifying their right to return to the implementing partner's employ.

### **Clause 6.4**

a. The recruitment referenced in the first and second sentences must be done in a professional and transparent way and in consultation with UNHCR.

b. Recruitment of female staff is an essential element for directing appropriate assistance to women beneficiaries. Cultural barriers may be such that only female staff have access to certain groups of women beneficiaries. It is an essential part of project planning that the needs of such groups are properly and appropriately assessed and included in the project.

**Clause 6.5:** the contractual status of an employee must be fully and properly documented in compliance with local labour laws. The contract must specify: (a) the functions assigned to the employee; (b) the conditions under which allowances, such as hardship or housing allowances, as well as separation settlements, are due; (c) the period of its validity; and (d) the grounds for termination of the contract, including unsatisfactory performance during any probationary period.

- (a) a description of duties and functional responsibilities;
  - (b) remuneration, including applicable benefits and employment termination indemnities;
  - (c) period of contract including a defined probationary period;
  - (d) provisions for the termination of the contract on the grounds of misconduct, incompetence or breach of confidentiality;
- 6.6 adhere to the number and cost of project staff as provided for in the (Sub-)Project Description and the Budget attached to the UNHCR Agreement. The Government/Agency shall justify to the High Commissioner any need for additional project staff not provided for in the Staffing Table contained in the annexes attached to the Agreement. The costs of any unauthorized project staff or remuneration in excess of the amounts agreed with the High Commissioner, and not provided for in the Budget attached to the Agreement, shall be borne by the Government/Agency;
- 6.7 ensure that all project staff, including beneficiaries of the project employed on direct project implementation, are fully insured against accidents at least at the same level accorded to nationals, if any, employed under the project governed by the UNHCR Agreement. Costs for this insurance may be charged against the appropriate budget line of the project, if such a provision has been made.

7. **PROCUREMENT**

The following four clauses are applicable only when procurement is not undertaken by the High Commissioner.

**The Government/Agency shall:**

- 7.1 undertake procurement services for the High Commissioner in accordance with the specifications and priorities agreed with the High Commissioner for the provision of material assistance and contractual services under the UNHCR Agreement, unless, as specified in the annexes to the Agreement, the High Commissioner undertakes, wholly or partially, these functions, in which case, the rules, regulations and practices of the High Commissioner's Committee on Contracts shall apply;
- 7.2 in its undertaking of procurement services, follow United Nations and UNHCR guidelines, as may be provided, inter alia, in the form of manuals and handbooks;

**Explanation:**

**Clause 6.6**

The planned numbers and budgeted costs for project staff must not be exceeded. An attached Staffing Table Annex listing authorized project posts and the costs of each post (as identified in the Budget) is

the means for controlling project staffing and staff costs.

#### **Clause 6.7**

In accordance with labour laws in many countries, employees must be insured against work-related accidents. Any national scheme, to which the implementing partner is contributing as an employer, should normally provide any necessary insurance coverage. If such a scheme does not exist, then accident insurance for project staff, including refugees/returnees hired under the project, may have to be taken out with a commercial insurance company. The project Budget should provide for the costs of such insurance.

### **PROCUREMENT**

UNHCR has built up its procurement capacity and performance to the extent that a thoroughly professional set of procedures is now in place.

The intention of this appendix is to set out the basic principles and procedures followed by UNHCR and with which the implementing partner should comply when undertaking procurement on behalf of UNHCR.

#### **Clause 7.1**

a. This clause points out that procurement by the implementing partner is a delegated function and UNHCR must be fully involved and consulted in the execution of this function.

b. Emphasizes that if procurement were to be undertaken by UNHCR, then the established UNHCR procurement procedures would be followed. In practical terms it is often simpler for implementing partners to undertake local procurement. This point is included in the event that procurement is done partially by both the implementing partner and UNHCR. Thus UNHCR would have a basis on which to guide and compare the quality of procurement services and of the goods procured by the implementing partner.

#### **Clause 7.2**

The reference in this clause is primarily to the *Supplies and Food Aid Field Handbook* which specifies in detail the procedures to be followed for procurement, transport, delivery and distribution of goods, as well as reporting requirements.

**Procurement Procedures**

- 7.3 ensure that procurement practices are in conformity with the following principles:
- (a) detailed specifications of the goods or services required shall be prepared;
  - (b) specifications of supplies, food aid and other material assistance intended for importation under the project governed by the UNHCR Agreement shall meet the standards and norms prevailing in the recipient country;
  - (c) selection of suppliers should safeguard the principle of awarding contracts on the basis of competitive bidding. When feasible, contracts should be awarded only after the invitation for and the assessment of at least three competitive quotations or bids;
  - (d) any exceptions from competitive bidding procedures, such as availability from a sole supplier, should be justified in writing;
  - (e) evaluation and comparison of bids shall include the recording of the criteria and deciding factors leading to the award of the contract to the selected supplier;
  - (f) international procurement arrangements shall be on CIP terms (Incoterms 1990) by surface or air freight up to the final destination or as a minimum to the port of disembarkation. The arrival schedule in one or several consignments shall be agreed with the High Commissioner;
  - (g) verification that delivery has been satisfactorily concluded shall be evidenced by shipping, inspection and receiving documents and by compliance with the specifications and warranties agreed with the supplier; and
  - (h) final payment to suppliers, insurance companies, shipping and handling agents shall be conditional upon the fulfilment of their contractual obligations;

**Insurance Claims in Respect of Damaged Goods**

- 7.4 lodge, or provide the necessary information in order for the High Commissioner to lodge insurance claims for damages. Such claims shall be made within the specified time following delivery with the relevant insurance company and according to the terms and conditions for the lodging of claims as stated in the relevant insurance policy. If the settlement of any insurance claim results in a reduction in price or in reimbursement in cash, this shall be reflected in the project's accounts.

**Explanation:****Clause 7.3 - Procurement Procedures**

The principles stated in this clause are basic to most procurement activities. In the majority of cases the procurement procedures of the implementing partner should already be in line with these principles. Non-compliance could result in irregular transactions which could seriously impair the quality of goods or

services being delivered and affect the welfare of the refugees/returnees.

**Clause 7.4 - Insurance Claims in Respect of Damaged Goods**

a. The last clause in this appendix governs the procedures for making insurance claims for goods which have been damaged in transit. The conditions specified in the relevant insurance policy should be fully and carefully examined as to their application when contemplating the lodging of an insurance claim. The implementing partner must exercise the same diligence as UNHCR in pursuing the settlement of insurance claims.

b. If the goods or services are not in compliance with the specifications and warranties agreed with the supplier (see Clause 7.3 (g)) then, normally, insurance coverage would not cover any sub-standard or defective goods. UNHCR should be immediately advised of such circumstances, and action should be taken with the supplier.

**8. USE OF ASSETS/NON-EXPENDABLE PROPERTY**

The following 17 clauses are applicable only when assets/non-expendable property are acquired or made available to the Government/Agency (referred to in these clauses as “the Recipient”) by the High Commissioner for use under the project governed by a UNHCR Agreement. These clauses are also referred to as the “General Conditions on the Right of Use of UNHCR Assets”.

**Right of Use**

- 8.1 The High Commissioner shall grant the right of use only, of all assets and physical structures specified in the **Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets**, which will be produced at the time of receipt of assets and which shall be verified annually. In the case of buildings, the inventory shall include all contents, fixtures and fittings known to have been purchased with funds made available by the High Commissioner;
- 8.2 For the purposes of these Clauses, assets shall be defined as any item of property with a serviceable life (expected usage) of at least three years, and includes vehicles and boats, agricultural machinery and plant, fixtures and fittings and all types of equipment and furniture, as well as physical structures with a current value of at least US\$ 10,000, or the equivalent in local currency at the United Nations official rate of exchange, and a serviceable life (expected usage) of at least ten years;
- 8.3 Nothing in these Clauses shall prejudice UNHCR's ownership interests in, and reversionary right to, the assets, nor shall the Recipient acquire any rights inconsistent therewith;

**Physical Examination**

- 8.4 The Recipient and UNHCR shall, prior to any hand-over effected through the Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets, undertake a joint physical examination of the property cited. The absence of any party at the physical examination shall be taken as that party's acceptance of the condition of the property as stated in the inventory and of the qualifications that the party which undertook the examination has made thereto;
- 8.5 All information contained in the inventory attached to the Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets will be valid unless a physical examination of the property shows otherwise;
- 8.6 In the event that no physical examination of the property takes place, the property will be handed-over on an "as is, where is" basis;

**Explanation:****USE OF ASSETS/NON-EXPENDABLE PROPERTY**

The principles behind UNHCR's policies with respect to non-expendable property are two- fold:

- a. The project agreement is *not* the legal instrument for the transfer of ownership. Only the right of

use can be assigned under the provisions of the respective Governing Clauses and the “Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets” (see Appendix D1).

b. The transfer of ownership to the implementing partner at the end of a project is governed by a separate agreement. Such agreements are formulated using the appropriate standard clauses selected from the model agreement (see Appendix D2), customized according to the circumstances of the hand-over, the type of property and local practice.

#### **Clauses 8.1, 8.2 and 8.3 - Right of Use**

a. Implicit in the right of use is the assumption that the implementing partner assumes all operational liabilities, such as running costs (usually provided for in the Budget), accidental damage, etc.

b. The use of equipment or property transferred or redeployed for use under the project from prior years' or other projects is governed by the same conditions.

#### **Clauses 8.4, 8.5 and 8.6 - Physical Examination**

These clauses stress the importance of a physical examination of assets being undertaken by both parties prior to signature of the right of use agreement.

**Restrictions on Use**

- 8.7 UNHCR assets shall be used exclusively for the intended purposes of the project under which they have been acquired and the unauthorised use for any other purpose shall be prohibited. In the event of any breach of this provision, the Recipient may be liable to UNHCR for compensatory damages equivalent to the value of the assets on the effective date of these Conditions. The official use of vehicles shall be recorded in a log book which, inter alia, shall show the dates, distance travelled and purpose of each trip;

**Loss or Damage**

- 8.8 The Recipient shall be held responsible for any damage, loss theft or third party liability. In such cases, the Recipient shall notify the High Commissioner in writing in cases where property is damaged, lost or stolen, and report the steps taken to repair or replace the property. The notification shall be submitted as soon as possible after such damage or loss has occurred, and in no case later than one month after the event;

**Disposal of Assets**

- 8.9 Prior to the disposal of any asset, written approval of the High Commissioner should be obtained, and the proceeds of the sale of any asset, if applicable, should revert to UNHCR;

**Future Right of Deployment by the High Commissioner**

- 8.10 The right of use of assets does not preclude the reversion of the property to UNHCR in the event that the need for such property is identified under other projects. The High Commissioner may therefore exercise the right to redeploy and/or transfer to another UNHCR project any asset subject to these Clauses;

**UNHCR Identification Marks**

- 8.11 The Recipient agrees to retain all UNHCR identification logos, which should not be removed;

**General Provisions**

- 8.12 The High Commissioner shall not be liable for any costs, direct or indirect, or for any levies, duties or taxes which are associated with or which may become payable upon the granting of the right of use of UNHCR assets;
- 8.13 Nothing in these Clauses shall be deemed a waiver, expressed or implied, of any privileges or immunities enjoyed by UNHCR.

### **Clause 8.7 - Restrictions on Use**

- a. This clause draws attention to the implementing partners' obligation to prohibit the unauthorized use of property and stresses their liability if such use occurs.
- b. Specific mention is made of vehicle controls. In addition to the information to be recorded in the vehicle log book, the implementing partner should strictly control and record fuel usage.

### **Clause 8.8 - Loss or Damage**

The costs of repair, or the necessity to replace property lost or damaged beyond economical repair, should be carefully examined to ensure cost-effectiveness. The implementing partner is required to report all accidents or loss of property within 30 days of the incident. The report's contents, which should include the status of any action taken, are to be as complete as possible. The implementing partner is held liable for the accident or loss if it is not reported. However, reporting alone does not exempt the implementing partner from any proven liability.

### **Clause 8.9 - Disposal of Assets**

This clause reinforces the principle that when right of use of assets is granted to a partner, the ownership of these assets remains with UNHCR, i.e. that if UNHCR agrees to the sale of an asset, all proceeds must subsequently revert to UNHCR.

### **Clause 8.10 - Future Right of Deployment**

This clause governs the disposition of property by ensuring that consultations are held with UNHCR on its future use. If ownership is to be transferred to the implementing partner at the end of the project, then a separate handover agreement (see Appendix D2) should be executed. The intention of the second sentence is to avoid UNHCR being faced with a "fait accompli". Implementing partners should be fully aware that, as long as they have only the right of use of the property, they have no proprietary rights as to its future use or disposition.

### **Clause 8.11 - Identification**

- a. The marking of vehicles with "DONATED BY UNHCR" or the displaying of the UNHCR logo are sufficient to comply with this clause. However, the use of the word "donated" does not necessarily mean that ownership has been transferred. To avoid confusion "SUPPLIED BY UNHCR" should be used.
- b. Many UNHCR-sponsored projects involve the construction of clinics, schools, camps and water installations. Whenever feasible, and appropriate, UNHCR's sponsorship of the construction should be indicated by a plaque or other notice to that effect.

### **Clauses 8.12, 8.13 and 8.14 - General Provisions**

These clauses simply restate the principles contained in clauses 1.03, 5.08 and 5.15, thereby reconfirming their applicability to the right of use of assets.

8.14 Any dispute, controversy or claim arising out of, or in relation to these Clauses, or any breach, termination or invalidity thereof, shall be, unless settled amicably through negotiation, submitted to arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law. Any award rendered pursuant to this article shall be accepted as a final adjudication by the Parties to which they hereby agree to be bound;

**Receipt Confirmation**

8.15 The Recipient shall be required to execute an official UNHCR receipt at the time assets are received into custody of the Recipient. Failure to execute such a receipt does not otherwise preclude application of the terms of these Clauses, which shall have full effect on the rights and obligations of the Recipient with respect to the assets;

**Cancellation**

8.16 UNHCR may cancel the Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets if any of these Clauses are violated or, by action or omission of the Recipient, UNHCR's ownership interests are compromised in any way.

8.17 Cancellation will be made in writing and all assets shall be put at UNHCR's disposal immediately.

9. **OWNERSHIP OF ASSETS/NON-EXPENDABLE PROPERTY**

The following two clauses are applicable only when the transfer of ownership is envisaged by the High Commissioner.

**The Government/Agency shall:**

- 9.1 conclude a separate Agreement with the High Commissioner giving the Government/Agency ownership of assets/non-expendable property acquired under the project governed by a UNHCR Agreement or prior years projects or redeployed from another project. The ownership of telecommunications and electronic data processing equipment shall remain with the High Commissioner;
- 9.2 abide by the terms and conditions of the separate Agreement which shall be entitled "Agreement on the Transfer of Ownership of UNHCR Assets" and which shall come into effect on the date specified therein.

**Explanation:**

**Clause 8.15 - Receipt Confirmation**

This clause ensures that property is properly recorded, whether it is received from UNHCR or purchased by a partner. The "UNHCR receipt" will, in most cases, be the "Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets" (see Appendix D1).

**Clause 8.16 - Cancellation**

To ensure compliance with all clauses concerning assets, UNHCR reserves the right to cancel the right

of use agreement and to retrieve the assets.

## **OWNERSHIP OF ASSETS/NON-EXPENDABLE PROPERTY**

### **Clauses 9.1 and 9.2**

- a. The application of these clauses and the procedures to be followed for effecting hand-over of assets/non-expendable property and executing an Agreement on the Transfer of Ownership of UNHCR Assets are fully explained in Appendix D2.
- b. The ownership of telecommunications and computer equipment always remains with UNHCR due to its high value, the potential for redeployment and to avoid the equipment being used for unauthorized purposes.

10. **BUILDING AND CONSTRUCTION**

The following six clauses are applicable only when the construction of permanent or semipermanent structures or infrastructure is undertaken by the Government/ Agency or if the subcontracting of such work is envisaged.

**The Government/Agency shall:**

**Insurance**

10.1 in accordance with local practice and the availability of appropriate insurance, ensure that all buildings, for which the overall final construction cost will exceed US\$ 30,000 or its equivalent in local currency at the United Nations official rate of exchange, are at all times during the course of construction kept adequately insured with a company of repute in the full value thereof against loss or damage by fire, lightning, flood, storm or such other hazards as may be considered advisable, until all work has been completed or in those cases where a contractor is employed, until such time as the building has been formally handed over by the contractor. Insurance premiums incurred during the project's implementation period may be charged against the relevant "Construction" component of the project budget if provision has been made in the project budget for such costs. Thereafter and for as long as the building is being used for the purposes of the project, similar insurance coverage shall be maintained in the full replacement value thereof at the user's own cost;

**Contractual Documents**

10.2 submit to the High Commissioner, one copy of all signed building and construction contracts and subcontracts together with the relevant plans, specifications, bills of quantities and cost estimates;

10.3 ensure that contracts awarded to third parties for building construction are established in accordance with local professional standards and practices and include conditions which inter alia provide that:

(a) the contractor shall complete the work so as to be fit for occupation on a date specified in the (Sub-)Project Description attached to the UNHCR Agreement. Failure to meet this deadline will normally attract a financial penalty payable by the contractor calculated on a daily/weekly delay rate basis;

(b) except for any reasonable initial down-payment which may be required according to local practice, payments to the contractor against the construction cost as shown in the tender document are made only on work performed. Normally such payments will not exceed 90 per cent of the invoice value; the balance of 10 per cent being withheld as a retention fee payable upon the satisfactory completion of all work. Such initial down-payment as may have been made will be deducted from subsequent payments made against submitted invoices;

## **BUILDING AND CONSTRUCTION**

The clauses in this appendix have been in force for a number of years. They are based on what is considered standard practice when the Agency establishes contracts for civil construction works. Additional information on how to establish a commercial contract for the construction of a physical structure or infrastructure is available from the UNHCR Field Office.

### **Clause 10.1 - Insurance**

- a. If it is local practice, appropriate insurance is available and the value of the property, including plant equipment and building materials, is substantial (the current threshold is US\$ 30,000) then the building should be insured during the course of its construction. Such insurance should be limited up to the time of hand-over of the property. Thereafter, the user, who may be the implementing partner, the host government, UNHCR or another party, should arrange appropriate insurance coverage.
- b. If ownership is being transferred upon the completion of the construction, then an Agreement on the Transfer of Ownership of UNHCR Assets (see Appendix D2) should be formulated and signed.

### **Clauses 10.2 and 10.3 - Contractual Documents**

- a. UNHCR should be provided with copies of all substantive documents on which the contract has been based. Especially important are those pertaining to the cost estimates so that budgetary control can be exercised to minimize cost overruns.
- b. Clause 10.3(b) states the conditions under which payments may be made to contractors or sub-contractors. It is often UNHCR's practice to be responsible for direct payments to a contractor or sub-contractor, to avoid any possibility of collusion which may result in unauthorized and/or undue payments. The withholding of a retention amount is essential to ensure that any sub-standard work is made good before the retention money is released to the contractor or sub-contractor.

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

(d) any defects which appear within a specified guarantee period after completion shall be made good within a reasonable time by the contractor at his/her own cost. The duration of the guarantee period will be in accordance with that established under normal local practices, but should in no instance be less than six months;

(e) following a final inspection of the building(s) by the supervising surveyor or engineer, a delivery document will be signed by the parties to the contract indicating the date on which the hand-over has taken place, stating that the building has been constructed in conformity with the provisions of the building contract and the approved plans and specifications. Normally the hand-over will only take place once all work has been satisfactorily completed. If however, in exceptional circumstances, delivery takes place before that time the delivery document will refer in detail to all outstanding work still to be performed and will describe all apparent shortcomings and defects. The delivery document will also provide the date from which the guarantee provisions come into operation. This date will normally be the date of hand-over or when all work is finally completed, whichever is later;

#### **Use**

10.4 ensure that all buildings constructed under the project governed by a UNHCR Agreement are used exclusively for the purpose of the project as specified in the Project Description attached to the UNHCR Agreement;

#### **Future Use**

10.5 execute an Agreement during the course of the project governed by a UNHCR Agreement, formally handing over to a designated party the ownership or right of use of the buildings;

10.6 discuss with the High Commissioner, at least 90 days prior to the termination of the project governed by a UNHCR Agreement, the future use of all buildings thereafter. Under no circumstances shall such buildings be disposed of or earmarked for disposition prior to these consultations with the High Commissioner.

#### **Explanation:**

c. Clause 10.3(c), although standard practice in the building industry, may often be difficult to enforce. The defaulting contractor will inevitably try to remove his property from the site. If there is a clear case for confiscating such property due to the defaulting contractor having been paid more than the worth of the construction works to date, then legal advice should be sought on how to proceed.

d. The retention fee should be released only after any defects, as specified in Clause 10.3(d), have been made good.

### **Clauses 10.4, 10.5 and 10.6 - Use and Future Use**

- a. High value buildings may become attractive commercially. The sale or designation of the property for other purposes must be strictly controlled and prohibited for as long as the building is of use under the designated project, a related project or for other humanitarian purposes.
- b. If ownership is to be transferred, the transfer agreement must follow the format explained in Appendix D2. UNHCR's interests must be safeguarded to avoid any possible current or future misuse of buildings constructed under UNHCR projects.

## **APPENDIX B2 - STANDARD FORMAT AND CLAUSE FOR PROJECT (SUB-)AGREEMENTS**

1. As of 1997, UNHCR's standard (Sub-) Agreements will be available in two (and no longer three) formats, and will incorporate the Governing Clauses (see Appendix B1) by reference only. The two formats are:

**Bipartite:**(Sub-) Agreements where the implementing partner is a department of the host government or a non-governmental organization (NGO);

**Tripartite:**(Sub-) Agreements where the implementing partner is an NGO, and the host government is a third signatory of the (Sub-) Agreement.

2. This Appendix provides an illustrative example of the standard format and clauses for a Bipartite (Sub-) Agreement.

3. Throughout, the term 'beneficiaries' is used to describe refugees, returnees, or any other category of persons being assisted by UNHCR.

4. On the following pages, the text of the (Sub-) Agreement is shown in the box on the left-hand page. Explanations for each clause, where appropriate, are given on the facing right-hand page.

(Sub-)Project Symbol: \_\_\_\_\_

**AGREEMENT UNDER THE PROGRAMME OF THE  
UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**

**BETWEEN**

the \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as " \_\_\_\_\_ ")

and the **UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**

(hereinafter referred to as "the High Commissioner")

(both hereinafter referred to as "the Parties")

1. **PREAMBLE**

- 1.01 GIVEN that the participation of the High Commissioner in the establishment and funding of this project is in accordance with the principles of the humanitarian and non-political mandate of the High Commissioner;
- 1.02 GIVEN that the Parties to this Agreement have agreed to observe and respect those principles;
- 1.03 GIVEN that the Parties to this Agreement have agreed to fully cooperate and act in consultation with each other and to avail themselves of each others advisory services during the establishment and implementation of this project, which is to assist those beneficiaries in the manner and in accordance with the implementation procedures and responsibilities described in the (Sub-)Project Description;
- 1.04 GIVEN that funds have been made available to the High Commissioner in the amount stated as the initial obligation in the Basic (Sub-) Project Data (2.11) for the purpose specified in the Annexes to this Agreement;
- 1.05 AND GIVEN that the High Commissioner shall endeavour to raise additional funds and, subject to their availability and to the actual progress of the project, shall increase his participation up to the amount stated in the Basic (Sub-) Project Data (2.10);

**Explanation:**

**(Sub-) Project Symbol**

The identification code for the sub-project (defined in Clause 2.02).

**Names of Parties**

The full name/title of the NGO or government implementing partner appears in the first space.

**Note:** UNHCR is designated 'the High Commissioner' throughout the agreement.

## **1. PREAMBLE**

The Preamble Clauses 1.01 through 1.07 are required for all agreements and sub- agreements.

### **1.01 and 1.02 - Humanitarian and Non-Political Character of UNHCR**

These clauses restate the principles embodied in the Statute of the Office to emphasize the nature of UNHCR's participation in the (sub-) project.

### **1.03 - Consultation and Cooperation between the Parties**

This clause states the concept of mutual cooperation and consultation between the Parties to the agreement. The latter part of the clause refers to the ( Sub-) Project Description which states the scope and implementation modalities of the (sub-) project. The (Sub-) Project Description describes each Party's responsibilities regarding project implementation under "Implementation Responsibilities" to ensure the Parties understand their individual and collective responsibilities. The Governing Clauses (see Appendix B1) state only standard policies and procedures which apply to all UNHCR projects.

### **1.04 and 1.05 - Availability of Funds**

These clauses refer to the availability of funds for the (sub-) project:

- a. Clause 1.04 states that UNHCR has sufficient funds on hand to meet the initial instalment of the (sub-) project.
- b. Clause 1.05 states that the payment of subsequent instalments is conditional on UNHCR's ability to raise additional funds and demonstrated satisfactory progress in implementing the (sub-) project.

**IT IS HEREBY AGREED BY THE PARTIES :**

- 1.06 This Agreement is subject to the “Governing Clauses for UNHCR Agreements” dated \_\_\_\_\_ which hereby form an integral part of this Agreement; and
- 1.07 The (Sub-) Project Description, Budget, Appendices and other attachments or UNHCR forms mentioned herein form an integral part of this Agreement.
2. The Basic (Sub-) Project Data for this project is as follows:
- 2.01 (Sub-) Project Title: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- 2.02 (Sub-) Project Symbol: \_\_\_\_\_
- 2.03 Location: \_\_\_\_\_
- 2.04 Effective Commencement Date: \_\_\_\_\_
- 2.05 Planned Termination Date: \_\_\_\_\_
- 2.06 Liquidation Date: \_\_\_\_\_
- 2.07 Level at which budgetary transfers are authorized: (check box)  
sector  activity  item  sub-item

**Explanation:**

**1.06 and 1.07 - Integrity of the Agreement**

These two clauses state that the full agreement incorporates the “Governing Clauses for UNHCR Agreements” (see Appendix B1) and all the appendices, annexes and any other attachments (for example: forms) mentioned in the Bipartite or Tripartite Agreement. This ensures that the Governing Clauses, the obligations and responsibilities stated in the (Sub-) Project Description, and other attachments have the same legal status. UNHCR and its implementing partners must comply with all the terms and provisions stated in these documents.

**2. BASIC (SUB-) PROJECT DATA**

**2.01 - (Sub-) Project Title:** a short descriptive title which reflects the specific nature of the (sub-) project.

**2.02 - (Sub-) Project Symbol:** includes the year, the fund, the country/area, the assistance type and the project access code classification.

Example: 96/AP/RUR/CM/201(a) means the 1996 sub-project funded from the Annual Programme (AP) in Ruritania (RUR) for the Care and Maintenance (CM) of the beneficiaries within the defined project (201) for the first identified implementing partner ((a)).

**2.03 - Location:** the place where the (sub-) project is being implemented, including the country. If spread over a number of locations, then the official or commonly used name of the region or the name which describes the area geographically is given (e.g. Haut Zaire; eastern Ethiopia; North-Western Province, Pakistan).

**2.04 - Effective Commencement Date:** in most cases, the start date of the project. The use of the term "effective" covers circumstances when a project is "deemed to have commenced" on a certain date. The date of signature of the (sub-) agreement is for reference only, and should not normally be considered the start date of the project.

**2.05 - Planned Termination Date:** for most projects, (except some Education projects), this is December 31 of the programme year.

**2.06 - Liquidation Date:** the expiry date of the period allowed for liquidation of commitments which are outstanding on the termination date of the project (usually one month later).

**2.07 - Level at which budgetary transfers are authorized:** in conjunction with Governing Clause 3.02 indicates the budget level at which transfers to the implementing partner can be made.

2.08 Periodic Reporting: (for final reporting see governing clause)

Sub-Project Monitoring Report:

- by 10 April for the period ending 31 March (Part 1);
- by 21 July for the period ending 30 June (Parts 1 & 2);
- by 10 October for the period ending 30 September (Part 1);
- by 15 February for the period ending 31 December (Parts 1 & 2).

Other (specify titles and due dates):

- \_\_\_\_\_
- \_\_\_\_\_

2.09 Total (Sub-)Project Requirements:

Cash (in local currency): \_\_\_\_\_

Total not exceeding US\$: \_\_\_\_\_

Kind (value): \_\_\_\_\_

2.10 Financial Participation Towards Total (Sub-) Project Requirements (state currency and amount):

	<u>Cash:</u>	<u>Kind (value):</u>
Government:	_____	_____
Agency:	_____	_____
UNHCR: in local currency:	_____	_____
in US\$ (total):	_____	_____
Other:	_____	_____

2.11 Funds obligated by the High Commissioner (state currency)

Initial obligation: \_\_\_\_\_

First remittance: \_\_\_\_\_

**Explanation:**

**2.08 - Periodic Reporting:** states due dates for the standard periodic reporting requirements

(Sub-Project Monitoring Reports - SPMRs). If the project duration is less than twelve months, all four periodic SPMRs may not be required; those SPMRs not required are crossed out. Other reports which UNHCR may require, according to the type of project, are stated under "Other". Some implementing partners may also be able to supplement the standard reports (e.g. with monthly financial reports). Such reports are also included under "Other".

**2.09 - Total (Sub-) Project Requirements:** states the local currency amount, which should be the same as the total in local currency of the Budget attached to the (sub-) agreement. The equivalent amount is stated in US dollars, converted at the official UN exchange rate prevailing on the date of signature of the (sub-) agreement by the UNHCR Representative/Chargé de Mission, his/her authorized alternate or a UNHCR Certifying Officer. If there are contributions or other inputs to the project expected in kind, their value is specified, including the currency of valuation. Further details of such contributions/inputs are given in the (Sub-) Project Description under the appropriate sector.

**2.10 - Financial Participation Towards Total (Sub-) Project Requirements:** shows the breakdown of the total (sub-) project requirements (2.09 above), in local currency and, where appropriate, in US dollars, according to the amounts that each party has agreed to contribute, in cash or in kind (value). UNHCR's participation is expressed both in local currency and US dollars, converted at the official UN exchange rate prevailing on the date of signature of the (sub-) agreement by the UNHCR Representative/Chargé de Mission, his/her authorized alternate or a UNHCR Certifying Officer.

**Note:** UNHCR's financial participation in the project is *strictly limited* to the US dollar amount stated here. Under no circumstances will UNHCR increase its participation due to the failure of any of the other Parties to fully meet their financial commitment to the project.

**Note:** If some other party, not a signatory to the (sub-) agreement is expected to contribute to the total (sub-) project requirements, the name/title of the party and the amount/value (specified currency) of their participation is entered here. Only *firmly* committed contributions from other parties are included.

**2.11 - Funds Obligated by the High Commissioner:** states the amount being allocated by UNHCR towards the (sub-) project, entered in the same currency as the Budget. The amount of the first remittance (which may be the same as the initial obligation), as agreed between UNHCR and the implementing partner, is stated, again in the same currency as the Budget. Normally, all payments to implementing partners are made in the same currency as the Budget.

2.12 Indicative Cash Requirements: Currency: \_\_\_\_\_

Estimated Amounts:

Anticipated Dates Required:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2.13 Bank Account to which the High Commissioner should remit funds:

Bank name and address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Account title and number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2.14 Clauses not applicable to this project: \_\_\_\_\_

(Clauses governing Rate of Exchange (1.08/2.03), Maintenance of Financial and Project Records (3.08), Inspection and Audit (3.11 and 3.12), and Non-Liability of the High Commissioner (4.05 and 4.06) are STATUTORY REQUIREMENTS and cannot be excluded.)

**Explanation:**

**2.12 - Indicative Cash Requirements**

This data indicates only the planned cash requirements during the course of the project. UNHCR does not necessarily remit the stated amounts on the given dates; in practice, the amount of each remittance should be negotiated prior to its payment, based on:

1. The liquidity of the project, as evidenced by an SPMR-Part 1 submitted by the implementing

partner;

2. The progress of the project as reported in an SPMR-Part 2, and as evidenced by UNHCR monitoring visits to project sites;
3. The availability of funds, which may be limited by either, or both, the amount obligated under UNHCR's Letter of Instruction and the cash available in UNHCR's bank account; and
4. The deduction of any payment made by UNHCR on behalf of the implementing partner.

To determine cash flow requirements for a (sub-) project, the implementing partner should discuss the planned timing and amount of each remittance with UNHCR before the (sub-) agreement is drawn up. The plan of estimated amounts and anticipated dates (month only is sufficient) on which each amount is expected to be required can then be summarized here. There is no obligation for UNHCR to remit the amounts on the dates indicated. The amount of each remittance and the date on which it should be paid are subject to the four conditions stated above.

### **2.13 - Bank Account to which the High Commissioner should remit funds**

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

### **2.14 - Clauses not applicable to this project**

Identifies those clauses which are not applicable to the project and which the implementing partner insists are identified as such. In a typical project, there may be one or several clauses which are not relevant to the project due to its nature. There is no necessity to list these clauses here unless the implementing partner insists that their non-applicability should be specifically stated.

SIGNED IN \_\_\_\_\_ ORIGINALS BY THE DULY AUTHORIZED SIGNATORIES ON BEHALF OF THE FOLLOWING PARTIES, EACH OF WHOM HAS RECEIVED A COPY OF, AND AGREED TO THE CONTENTS OF, THE GOVERNING CLAUSES FOR UNHCR AGREEMENTS:

THE HIGH COMMISSIONER

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Explanation:**

## **SIGNATURE PAGE**

### **SIGNED IN \_\_\_\_\_ ORIGINALS BY THE DULY AUTHORIZED SIGNATORIES ON BEHALF OF THE FOLLOWING PARTIES:**

Completing this space ensures that the requisite number of originals are signed - normally three for Bipartite Agreements, and four for Tripartite Agreements, based on the following distribution:

- (a) one original for each Party (one for the UNHCR Field Office), plus
- (b) one original for UNHCR Headquarters.

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

### **Signatures**

a. In addition to the signature of an authorized officer for each Party, the individual's name and title, and the date and place indicating when and where each signatory signed are entered. These dates are for reference purposes only; the Effective Commencement Date (see Clause 2.04) specifies when the agreement comes into effect. If, however, the date of signature is understood to be the Effective Commencement Date, then the date of signature should also be entered under Clause 2.04.

b. Exceptionally more than one signatory may sign on behalf of a Party to the agreement. If this is the case and there are already three signatories (i.e. a Tripartite Agreement), then a separate page containing the additional signature box(es) is added. The government or the implementing partner may require two signatories to sign on their behalf. For example, if two governmental departments must sign, one as the counterpart office of UNHCR (e.g. the Ministry of Interior) and one as the implementing partner (e.g. the Department of Public Works), then the Tripartite format is used, to specify the respective responsibilities of each Party. If two governmental signatories are required, more for protocol reasons (e.g. the Minister of Social Welfare and the Head of the Refugee Department within the same ministry who actually acts as the implementing partner), then the Bipartite format is used, with both signatories signing on behalf of the government.

## **APPENDIX C - MODEL FORMAT AND CLAUSES FOR SUPPLEMENTARY AGREEMENTS**

1. This Appendix provides an illustrative example of the format and clauses for a supplementary agreement, used to revise or amend a project (sub-) agreement already in force. A supplementary agreement is made up of six obligatory clauses (1.01 to 1.06) and ten additional clauses which are included only as required by the nature of the amendment.

2. Many supplementary agreements involve a revision to a data element contained in the Basic (Sub-) Project Data. The number of the data element being amended by the current supplementary agreement is entered under Clause 1.06. However, some supplementary agreements, such as those revising a Project Description, may not require an amendment to the Basic (Sub-) Project Data. In such cases, and in order that each supplementary agreement represents the integral and current status of the project, an *unsigned* copy of the previous Basic (Sub-) Project Data is attached to the current supplementary agreement. If a data element is being amended, the revised data is entered *as well as all other unchanged data elements*. The second page of the Basic (Sub-) Project Data serves as the signature page for certifying the acceptance by the Parties to the agreement of the revised data element(s) and any other amendments which are the subject of the supplementary agreement. The preprinted page numbers of the Basic (Sub-) Project Data are changed accordingly and "Rev.X" is added, in the top right hand corner, where "X" is numeric, indicating the sequential number of the revision.

3. On the following pages, the text of the supplementary agreements is shown in the box on the left-hand page. Explanations for each clause, where appropriate, are given on the facing right-hand

page.

(Sub-)Project Symbol: \_\_\_\_\_

(1/) SUPPLEMENTARY AGREEMENT UNDER THE PROGRAMME OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES

**BETWEEN**

the \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as " \_\_\_\_\_ ")

the \_\_\_\_\_  
\_\_\_\_\_

(hereinafter referred to as " \_\_\_\_\_ ")

and the **UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**

(hereinafter referred to as "the High Commissioner")

(all hereinafter referred to as "the Parties")

**1. PREAMBLE**

1.01 GIVEN that the Parties to this Agreement signed an original agreement, respectively on the following dates:

The Government                      The Agency                      The High Commissioner

Date: \_\_\_\_\_

1/ enter sequential number of this supplementary agreement ("FIRST" "SECOND")

**Explanation:**

**(Sub-) Project Symbol**

The same symbol as in the original agreement, including the sub-project alphabetic suffix, is entered.

## **Heading and Footnote 1/**

The heading "Supplementary Agreement Under the Programme of the United Nations High Commissioner for Refugees" is prefixed with the sequential number of this supplementary agreement (e.g. "FIRST", "SECOND" etc.).

## **Names of Parties**

**Tripartite Agreement:** the full name/title of the governmental implementing partner, or simply the name of the government, appears in the first space; the full name/title of the NGO implementing partner appears in the second space.

**Bipartite Agreements:** the full name/title of the NGO or the governmental implementing partner appears in the first space; the second space is left blank.

## **1. PREAMBLE**

The Preamble paragraphs 1.01 through 1.06 are required for all supplementary agreements.

### **1.01**

The dates of signature of the original agreement by the respective parties are entered.

1.02 GIVEN that the original Agreement has been amended in accordance with the provisions contained in previous Supplementary Agreements signed respectively by the Parties on the following date(s):

	The Government	The Agency	The High Commissioner
First :	_____	_____	_____
Second:	_____	_____	_____
Third :	_____	_____	_____

(add or delete lines as required)

1.03 GIVEN that those provisions contained in the original and any previous Supplementary Agreements remain in force and effect except as amended by this Supplementary Agreement;

1.04 AND GIVEN that after mutual consideration, the Parties have agreed that the provisions contained in this Supplementary Agreement are necessary in order to reflect the current status of the project;

**IT IS HEREBY AGREED BY THE PARTIES:**

All Attachments Form an Integral Part of the Agreement

1.05 The (Sub-)Project Description, Budget, Appendices and other attachments or UNHCR forms mentioned in the original Agreement, as amended by this or previous Supplementary Agreements form an integral part of this Agreement; and

Revised Data Elements

1.06 The attached Basic (Sub-)Project Data contains the following data elements revised (if any) by this Supplementary Agreement:

\_\_\_\_\_

(Enter the reference number(s) of the Data Element(s). If no data elements are being amended by this supplementary agreement, attach an unsigned copy of the original or previous Basic (Sub-)Project Data for signature by the Parties to this supplementary agreement and enter "NONE" under paragraph 1.06).

**Explanation:**

**1.02**

If there have been previous supplementary agreements, the dates of signature by the respective parties of each previous supplementary agreement are entered. A line is included for each previous supplementary agreement.

**1.03**

The current supplementary agreement takes precedence only with respect to the provisions/data

elements which it is amending. In all other respects the original and previous supplementary agreements take precedence.

#### **1.04**

This clause requires that the amendment(s) contained in the supplementary agreement have been agreed upon in prior consultations between the Parties to the agreement.

#### **1.05 All Attachments Form an Integral Part of the Agreement**

Emphasizes that all attachments, initial or new, in their original or amended form, constitute an integral part of the agreement.

#### **1.06 Revised Data Elements**

Many supplementary agreements will involve a revision to a data element contained in the Basic (Sub-) Project Data and thus the signing of a revised Basic (Sub-) Project Data sheet. The number of the data element being amended by the current supplementary agreement is entered here. If no data elements are being revised, then "NONE" appears. An unsigned copy of the revised or previous unchanged Basic (Sub-) Project Data is also attached. The second page of the Basic (Sub-) Project Data serves as the Signature Page for this supplementary agreement.

**SELECT APPLICABLE CLAUSES FROM THE FOLLOWING**

Revision of Total (Sub-) Project Requirements

1.\_ (a) Data element 2.09 in the attached amended Basic (Sub-)Project Data has been revised to include an increase/decrease (Delete as appropriate) in the Total (Sub-)Project Requirements of

(in local currency) \_\_\_\_\_

equivalent to (in U.S. dollars) \_\_\_\_\_

(b) Data element 2.10 in the attached amended Basic (Sub-)Project Data has been revised to include an increase/decrease (delete as appropriate) in the Financial Participation of the Government/Agency/High Commissioner (delete as appropriate),

or, \_\_\_\_\_

(enter name/title of other contributor to the project)

of (in local currency) \_\_\_\_\_

equivalent to (in U.S. dollars) \_\_\_\_\_

(repeat if changes affect the participation of more than one party)

The High Commissioner's financial participation will thus not exceed:

(in local currency) \_\_\_\_\_

equivalent to (in U.S. dollars) \_\_\_\_\_

(c) Data element 2.12 - Indicative Cash Requirements - in the attached amended Basic (Sub-)Project Data reflects the revisions stated in paragraphs (a) and (b) above;

(d) The attached revised Budget includes the revision to the Total (Sub-)Project Requirements stated in paragraph (a) above.

**Replacement of (Sub-) Project Description**

1.\_ The attached revised (Sub-) Project Description supersedes and replaces all previous (Sub-) Project Descriptions and revisions thereto;

**Replacement of Budget**

1.\_ The attached revised Budget supersedes and replaces all previous Budgets and revisions thereto;

**Explanation:**

**Note:** The clauses applicable to each supplementary agreement should be selected from the following

ten alternative clauses according to the purpose of the supplementary agreement

**Revision of Total (Sub-) Project Requirements**

The key financial data element is the Total (Sub-) Project Requirements (2.09), especially UNHCR's participation (2.10) which, expressed in US dollars, is the financial ceiling to which UNHCR's contribution to the project is strictly limited. Consequently, whenever this data element is being revised, UNHCR specifies the revised ceiling in an amendment to the Basic (Sub-) Project Data and the amount of the increase or decrease which is being made by the current supplementary agreement. Thus this first alternate clause (comprising four paragraphs) itemizes the increase or decrease to data elements 2.09 and 2.10 in the original agreement (as subsequently amended). This clause also refers to data element 2.12 which is revised in accordance with the change to 2.09/2.10 and to the revised Budget attached. If the financial participation of more than one of the Parties is being increased or decreased, then paragraph (b) is repeated.

**Replacement of (Sub-) Project Description and/or Replacement of Budget**

These clauses are self-explanatory. The sequential number of the revised (Sub-) Project Description and/or Budget is indicated on the replacement document by adding "Rev.1", "Rev.2", etc. in the top right-hand corner.

**Addition of Text to the (Sub-) Project Description**

1.\_ The paragraph(s) referenced below has (have) been added to the revised (Sub-) Project Description annexed to this Supplementary Agreement: (Insert below the sequential number(s) and, where appropriate, the Sector-Activity budget code applicable to the new paragraph(s));

---

---

---

**Deletion of Text from the (Sub-) Project Description**

1.\_ The paragraph(s) referenced below has (have) been deleted from the revised (Sub-)Project Description annexed to this Supplementary Agreement: (Insert below the sequential number(s) and, where appropriate, the Sector-Activity budget code applicable to the deleted paragraph(s));

---

**Addition of New Appendix, Annex or Other Attachment**

1.\_ The new Appendix, Annex or other attachment referenced below and attached to this Supplementary Agreement become(s) an integral part of this Agreement;

---

**Replacement of an Appendix, Annex or Other Attachment**

1.\_ The replacement Appendix, Annex or other attachment referenced below and attached to this Supplementary Agreement supersede(s) earlier version(s) attached to the original Agreement or previous Supplementary Agreement(s) and become(s) an integral part of this Agreement;

---

**Cancellation of an Appendix, Annex or Other Attachment**

1.\_ The Appendix, Annex or other attachment referenced below and which was attached to the original Agreement or a previous Supplementary Agreement is hereby cancelled;

---

Explanation:

**Addition and/or Deletion of Text in the (Sub-) Project Description**

When the purpose of a supplementary agreement is to add or delete text to or from the (Sub-) Project Description, then in both cases the full (Sub-) Project Description is reproduced, incorporating the change, and attached to the supplementary agreement. To facilitate reference to the change in the revised (Sub-) Project Description, the number of the added, amended or deleted sub-paragraph as well as the budget code, if the amendment is to the Description of Assistance, is stated.

**Addition and/or Replacement and/or Cancellation of an Appendix, Annex or Other Attachment**

These three alternate clauses are self-explanatory; either the new document is referenced and a copy attached, or the cancelled document is referenced.

<p><b>Other Amendments</b></p> <p>1._ The project being the subject matter of this Supplementary Agreement is amended as follows: (State reason and details of amendment if not covered by the above options)</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p><b>Cancellation of Project</b></p> <p>1._ The project being the subject matter of the original agreement is hereby cancelled.</p> <hr/> <p>UNHCR Supplementary Agreement <span style="float: right;">page 5</span></p>
---

**Explanation:**

**Other Amendments**

The alternate clauses contained in this model should cover the majority of circumstances resulting in the need for a supplementary agreement. This space is used to explain any amendment being made which is not covered by the previous options.

**Cancellation of Project**

The outright cancellation of a project may be necessary due to unforeseen or other exceptional reasons. This clause should be used in such circumstances.

**APPENDIX D1 - MODEL FORMAT FOR THE SIMPLIFIED AGREEMENT FOR THE**

## **RECEIPT AND THE RIGHT OF USE OF UNHCR ASSETS**

1. This Appendix provides a model layout for UNHCR's Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets which is to be signed by all partners upon receipt of assets from UNHCR or upon having purchased assets with UNHCR funds. This Simplified Agreement was introduced as part of UNHCR's new asset management system. It is to be read and used in conjunction with UNHCR's General Conditions on the Right of Use of UNHCR Assets which are incorporated in UNHCR's Governing Clauses for UNHCR Agreements (see Appendix B1).

2. It should be noted that UNHCR's new asset management system is being introduced in a phased manner. Thus, the format presented here may still undergo minor revisions after the publication of this Handbook.

### **Model Format for the Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets**

**SIMPLIFIED AGREEMENT FOR THE RECEIPT  
AND  
THE RIGHT OF USE OF UNHCR ASSETS**

**BETWEEN:** \_\_\_\_\_

(hereinafter referred to as "the Recipient")

**AND: THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**

(hereinafter referred to as "the High Commissioner")

**IN RESPECT OF PROPERTY ACQUIRED UNDER PROJECT(S)/OTHER ACCOUNT(S)**

PROJECT: \_\_\_\_\_ AGREEMENT REFERENCE: \_\_\_\_\_

1. The Recipient acknowledges receipt from UNHCR of the asset(s) listed in the document attached to this Agreement.
2. The Recipient acknowledges that, by means of this Agreement \_\_\_\_\_ acquires the right of use, **not ownership**, of the asset(s) listed in the attached document.
3. The Recipient accepts the **General Conditions on the Right of Use of UNHCR's Assets** (incorporated in the Governing Clauses for UNHCR Agreements) as appropriate, and agrees to respect the clauses therein defined governing the use of assets made available by UNHCR.
4. The Recipient agrees that the asset(s) listed in the attached document will be deployed to the duly authorized and responsible staff of \_\_\_\_\_ at the following location(s):  
\_\_\_\_\_  
\_\_\_\_\_
5. The Recipient agrees to obtain the prior written agreement of UNHCR before redeploying these asset(s) for any other purpose or to any location other than listed above.
6. The Recipient agrees that the asset(s) listed in the attached document shall be used exclusively for the implementation of UNHCR programmes, and agrees to obtain the prior written agreement of UNHCR before using the asset(s) for any other purpose.
7. The Recipient acknowledges that UNHCR reserves the right to recall and redeploy the above mentioned asset(s), managed or not by the implementing partner undersigned, for any other refugee/returnee programme, or if any of the clauses defined in the General Conditions are not respected.
8. In respect of all UNHCR assets, the Recipient agrees to report to UNHCR annually with the Final Sub-Project Monitoring Report and an inventory to be provided by UNHCR, the current location of all assets and names of the staff members responsible for their use.

AGREED BY: \_\_\_\_\_ WITNESSED BY: \_\_\_\_\_

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

---

## **APPENDIX D2 - MODEL FORMAT AND CLAUSES FOR AGREEMENTS GOVERNING THE TRANSFER OF OWNERSHIP OF UNHCR ASSETS**

1. This Appendix provides a model layout of standard clauses to permit UNHCR Field Offices to formulate an agreement to transfer ownership, to implementing partners, of assets/non-expendable property (including physical structures) acquired under UNHCR assistance projects.
2. A Transfer of Ownership Agreement has separate validity from a (sub-) project (sub-) agreement in which it is stipulated that a separate agreement is required to transfer ownership (see Appendix B1). Such an agreement specifies, with an inventory, which items of property are being handed over to the implementing partner. If a separate agreement is not executed, then the right of use clauses in UNHCR's Governing Clauses for UNHCR Agreements and the related Simplified Agreement for the Receipt and the Right of Use of UNHCR Assets continue to apply to all property under the project.
3. It should be noted that the format presented here is part of UNHCR's new asset management system which is being introduced in a phased manner. Thus, this format may still undergo minor revisions after the publication of this Handbook.
4. It should also be pointed out that in certain instances, once the Transfer of Ownership Agreement has been signed by the High Commissioner and the other Party, some form of ratification by or notification to a particular government department may be required (different from the signatory to the Agreement in the case of transfer to a government implementing partner). This procedure may be necessary to ensure that there is a legal basis for the Agreement's validity and enforcement.

### **Model Format for Agreements Covering the Transfer of Ownership of UNHCR Assets**

**AGREEMENT ON THE TRANSFER OF OWNERSHIP  
OF UNHCR ASSETS**

**BETWEEN:** \_\_\_\_\_

(hereinafter referred to as "the Recipient")

**AND: THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES**

(hereinafter referred to as "UNHCR")

(both hereinafter referred to as "the Parties")

**IN RESPECT OF PROPERTY ACQUIRED UNDER PROJECT(S)/OTHER ACCOUNT(S)**

PROJECT: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

**PREAMBLE**

THIS AGREEMENT defines the procedures for the transfer of ownership at the end of a project, or whenever applicable, and for the use thereafter, of assets, defined as any item of property or equipment purchased under project(s)/other account(s) financed by UNHCR, as per the attached list of assets;

GIVEN that the Recipient has a humanitarian, non-profit purpose consistent with the objectives and mandate of UNHCR and the Recipient's pursuit thereof would be enhanced by the transfer of the stipulated assets;

AND GIVEN that UNHCR, after examination of the criteria for the redeployment of the equipment to other UNHCR sponsored projects, has decided to transfer the ownership of assets specified in the attached list to this Agreement, to the Recipient;

IT IS HEREBY AGREED by the parties:

**Article I. TRANSFER OF PROPERTY**

1. Subject to Section 2 of this Article, the High Commissioner shall transfer to the Recipient UNHCR's entire right and interest in and to all assets specified in the list attached to this Agreement.
2. The Recipient shall use the assets for solely humanitarian endeavours and any subsequent disposal of assets, whether by sale or donation, shall be for the exclusive benefit of comparable humanitarian interests in the country. In the event of any breach of this provision, the Recipient may be liable to UNHCR for compensatory damages equivalent to the value of assets on the effective date of this Agreement.

**Article II. CESSATION OF RIGHTS AND RESPONSIBILITIES**

1. Upon the effective date of this Agreement, all UNHCR's rights in, and responsibility for, the assets shall cease.
2. UNHCR shall revoke any license or registration record in which UNHCR is the registered owner or operator.
3. UNHCR shall cancel any insurance still in force at the time of the transfer to the Recipient, unless, under terms agreed with the Recipient and the insurer, such insurance shall remain in force until its expiry.

**Article III. SERVICEABILITY**

---

## GLOSSARY

### - A -

<b>Account</b>	A formal record of an asset, liability, revenue or expense in which the effects of transactions are indicated in terms of money or some other unit of measurement.
<b>Accounts Payable</b>	Accounts showing amounts due to be paid to creditors.
<b>Accounts Receivable</b>	Accounts showing amounts which are due from debtors.
<b>Activity</b>	Within the FMIS Budget Structure, this is the second level of budgeting (below Sector) and identifies the type of task being carried out.
<b>activity</b>	Used with a small "a", this is an identifiable task or undertaking required to meet an objective.
<b>Actuals</b>	The term used within the FMIS for expenditure, i.e. disbursements and still unpaid commitments, against the budget.
<b>Agreement</b>	One of the types of implementing instruments, which is signed directly between UNHCR Headquarters and an implementing partner.
<b>Allocation</b>	A term which generally means the assignment of resources for one or more specific purposes. In UNHCR usage, it means the level of budgetary provision for a specific project within the appropriation for the same type of assistance, as approved by the Executive Committee.
<b>Amendment</b>	A formal revision of an implementing instrument (Letter of Instruction, Agreement or Exchange of Letters). All amendments to implementing instruments are issued by UNHCR Headquarters.
<b>Appropriation</b>	The budget approved by the Executive Committee (EXCOM) for projects covering the same type of assistance within a given programme in a given year.
<b>Assumption</b>	In the planning process, an assumption is a prediction, condition or event which must exist if a project is to succeed, i.e. to meet its objectives. Typically, project planners have little or no control over these conditions or events, but effective planning demands that assumptions be articulated and considered as part of analyzing the likelihood of the project being successful.
<b>Audit</b>	A formal or official examination of an organization's accounts and project management.

**Availability of funds** The amount of funds actually available for the implementation of a project, according to income received by UNHCR.

- B -

**Basic Agreement** An agreement between UNHCR and a government, establishing the terms of reference for UNHCR to assist refugees, returnees or other persons of concern in that country, based upon a request for assistance from the government.

**Budget** A detailed estimate of financial resources required for a given period of time.

- C -

**Certifying Officer** An official authorized certify the budgetary or financial propriety of proposed commitments or disbursements.

**Commitment** The promise by UNHCR to provide funding for a given project, in accordance with the Financial Rules, or by an implementing partner to a contractor or supplier (under the terms of an implementing instrument). An outstanding commitment is that part of the promised funding which has not yet been paid. This may be a purchase order or contract entered into directly by UNHCR or by the implementing partner which has still to be paid (either entirely, or in part). It may also be a subsequent instalment due by UNHCR to the implementing partner.

**Control** Guidance, regulation and supervision of any and all activities and procedures.

**Country/Area** UNHCR assistance is normally planned for and reported on by individual countries. Based on Country Operations Plans, Headquarters prepares "country chapters" for the EXCOM documentation. In a few cases, groups of countries are considered together as "areas", usually because the small number of beneficiaries does not justify a separate country document.

**Currency** Each sub-project may be valued in only one currency which must be the currency of actual implementation. In the case of international procurement by Headquarters, which may involve many currencies, the US dollar is used as the common denominator. Conversions of transactions from one currency to another for accounting purposes are made at the prevailing UN rates of exchange.

**Current Year** The year for which project implementation is being undertaken. In most cases this is the current calendar year.

- D -

**Disbursement** The actual payment made by UNHCR, or by an implementing partner from funds remitted by UNHCR.

- E -

<b>ECOSOC</b>	The Economic and Social Council, to which UNHCR submits an annual report. ECOSOC takes note of its contents and passes the report to the General Assembly via the Third Committee.
<b>Emergency</b>	Any situation in which the life or well-being of refugees will be threatened unless immediate and appropriate action is taken, and which demands an extraordinary response and exceptional measures. Emergency assistance is aimed at meeting basic survival needs quickly. Emergency projects will normally not last more than one year, and will focus essentially on life-saving and life-sustaining measures.
<b>Evaluation</b>	The review for appraising objectively the continuing relevance, effectiveness, efficiency and impact of an ongoing project against its objectives.
<b>Exchange of Letters</b>	A type of implementing instrument most commonly used when the implementing partner is another UN agency.
<b>Exchange rate</b>	The rate at which one currency is converted to another.
<b>EXCOM</b>	The Executive Committee of UNHCR consists of representatives from 50 states elected on the widest possible geographical basis from those states with a demonstrated interest in and devotion to finding solutions for refugee problems.
<b>Expenditure</b>	The total charges incurred against a project, including disbursements already made and any outstanding (or unliquidated) commitments yet to be paid.

- F -

<b>Field Office</b>	This refers to a UNHCR Office outside Headquarters, e.g. Regional Office, Branch Office, Sub-Office.
<b>FMIS</b>	The Financial and Management Information System is a UNHCR designed computerized system which provides a standard budget structure common to UNHCR and operational partners.
<b>FMIS Budget Structure</b>	This is based on the following components: <ul style="list-style-type: none"> <li>1. Sector</li> <li>2. Activity</li> <li>3. Item</li> <li>4. Sub-Item</li> </ul> <p>These components are divided into two levels; Sectors and Activities, and Items and Sub-Items. The Sector/Activity level is the primary focus of project management and is the minimum level of reporting throughout FMIS.</p>
<b>FOAS</b>	The Field Office Accounts System is a module within the FMIS/Field system.
<b>FOBS</b>	The Field Office Budget System is a module within the FMIS/Field system.

**Fund** Refers to the source from which UNHCR assistance is financed. It is sometimes referred to as “programme” as in “Annual Programme” (AP).

- I -

**Implementation** The process through which assistance to beneficiaries is provided in order to meet an identified need for the beneficiary population. Implementation occurs in accordance with the terms and conditions of an implementing instrument.

**Implementing Instrument** An obligating document issued in the form of a Letter of Instruction (LOI) either to a Field Office or to a Headquarters unit, an Agreement issued by Headquarters, or an Exchange of Letters (usually used with another UN agency). An LOI is the basis upon which sub-agreements, which are also implementing instruments, may be signed with implementing partners.

**Implementing Partner** Any organization or agency (e.g. governmental, non-governmental, inter-governmental, United Nations, multi-lateral) to which UNHCR delegates responsibility for the implementation of material assistance and provides funds for this purpose through a standard (sub-)project agreement.

**Income** Money or money equivalent received or accrued during a financial period which increases existing net assets.

**Indicator** An identifiable element or contributing factor of a project which gives information about a current situation and thereby allows measurement of performance against planned results, e.g. number of refugees assisted, land area involved in crop production, number of seedlings planted, or cost per MT per km to move food and other refugee assistance.

**Inventory** A detailed list of articles belonging or entrusted to an organization, sufficient to identify each article specifically.

**Item** Within the FMIS budget structure, denotes the third level of budgeting and reporting (below Sector and Activity).

- L -

**Letter of Instruction** An implementing instrument which takes the form of a formal instruction from a certifying officer to a Field Office or a Headquarters unit, and which specifies the terms and conditions under which assistance is to be provided, either directly or through implementing partners.

**Liquidation date** The final date after the termination date of the project until which time the implementing partner can honour financial commitments related to the project, provided that these financial commitments have been entered into prior to the termination date of the project.

**Liquidation period** The period after the termination date of a project during which any outstanding commitments should be paid. The liquidation period is usually one month and is stated in the implementing instrument.

- M -

**Monitoring** The continuous process of review undertaken by implementing partners, by host governments and by UNHCR Field Offices of performance during the project implementation process. Monitoring involves a systematic review of the financial and programme performance of an implementing partner, as measured against previously established planned achievements.

- N -

**Non-expendable property** Any item of property with a serviceable life of at least three years, including vehicles and boats, agricultural machinery and plant, fixtures and fittings and all types of equipment and furniture, as well as physical structures with a current value of at least US\$ 10,000, or the equivalent in local currency at the UN official rate of exchange, and a serviceable life of at least ten years.

**Non-government organization** A body not constituted by a government and not subject to the direction and control of a government; often referred to as an NGO.

- O -

**Objective** The intended result of any project undertaken by UNHCR. An objective is a statement of the situation that is expected to prevail on completion of the project.

**Obligation** The formal engagement of resources in cash and/or kind, by means of an implementing instrument, towards the budgetary provision of a project. The first obligation occurs when the implementing instrument is established, and covers initial requirements. The obligation is increased in the course of the year as additional funds are required and become available.

**Operational** In the context of UNHCR's assistance activities, this term is usually applied to the agency or organization actually implementing a project, e.g. UNHCR becomes operational if it has no option but to provide assistance itself directly.

**Operational partner** Any organization or agency with which UNHCR collaborates to provide protection and assistance for refugees or other persons of concern to UNHCR, but which does not receive funds from UNHCR to implement activities on its behalf.

- P -

**People-Oriented Planning** UNHCR's planning approach which recognizes that all refugee groups are not the same, nor are they homogenous. Therefore, it is important to find out specific information about every particular refugee group in order to provide them with efficient, cost-effective and humane protection and assistance.

**Planning Year** The year for which initial project planning is being undertaken (i.e. in the current programming cycle, programme teams report on the previous year, implement in the current year, revise the next year's submissions and undertake initial planning of the planning year's projects).

**Pledge** Promise to make a voluntary contribution in cash or in kind to a programme of specific activities.

<b>Prior Year</b>	Generally, the year for which Final Project Monitoring Reports are being completed in order to close a project (i.e. the year before the current calendar year).
<b>Programme</b>	A set of activities directed towards the attainment of one or more UNHCR-defined objectives. The Programme of the High Commissioner is divided into two main components: <b>General Programmes</b> (Annual Programme, the Emergency Fund and the Voluntary Repatriation Fund) and <b>Special Programmes</b> (Special Humanitarian Operations, Other Trust Funds or Special Accounts).
<b>Programming</b>	Management procedure for the implementation of programmes or projects by which all parties directly involved in the implementation agree upon who will do what within a specified period of time, and draw up a workplan against which progress can be measured regularly.
<b>Project</b>	Includes all the assistance of the same fund and type provided to a specific population of beneficiaries, usually in one country. The population assisted is a group of beneficiaries receiving similar UNHCR assistance; they are not necessarily of a single ethnic, religious or political background. A project is formalized by the issuance of an implementing instrument and is given a specific symbol.
<b>Project Management System</b>	The conceptual framework for project formulation, review, implementation, management and evaluation used by UNHCR.

- R -

<b>Region</b>	UNHCR assistance is administered through Regional Bureaux which cover specific geographical regions as follows: Africa; Asia and Oceania; Europe; Americas and the Caribbean; and South West Asia, North Africa and the Middle East (SWANAME). In addition, each year the Executive Committee approves "global" appropriations which are classified separately as "Other Programmes" and "Headquarters".
<b>Resources</b>	Elements, such as material items, people, skills and funds, that can be applied to meet needs and to produce an intended result.

- S -

<b>Sector</b>	The top level of budgeting within the FMIS budget structure.
<b>Sub-Agreement</b>	The contractual agreement negotiated between UNHCR and an implementing partner under authority provided to a UNHCR Field Office or a Headquarters unit through a Letter of Instruction.
<b>Sub-Item</b>	The fourth level of detail included in the FMIS project budget.
<b>Sub-Project</b>	That part of a total project to be implemented by a single implementing partner or UNHCR unit in a single currency.

**Sub-Project Monitoring Report** A Sub-Project Monitoring Report (SPMR) should reflect the actual achievements of the implementing partner against the planned achievements described in the Sub-Project Description and in the Sub-Project Budget attached to the (sub-)agreement.

**Supplementary Agreement** A revision or an amendment to a project (sub-)agreement.

- T -

**Total requirements** The total funds required from UNHCR to meet needs from the beginning to completion of a project. Where multi-year plans are established and funded from the General Programmes, these are broken down by annual (calendar year) projects since the Executive Committee approves the programmes on an annual basis.

**Trust Fund** An account established with specific terms of reference or under specific agreements, for the purpose of financing wholly or in part the cost of particular activities consistent with UNHCR's aims and policies.

**Type of assistance** UNHCR's programmes/projects are divided into five operational types of assistance as follows:

**Emergency (EM):** covers assistance following an influx of refugees or other persons of concern to the High Commissioner, aimed at meeting basic survival needs quickly. This type of assistance will normally not last more than one year, and will essentially focus on life-saving and life-sustaining measures.

**Care and Maintenance (CM):** assistance to refugees in relatively stable situations, where survival is no longer threatened, but where the durable solution for the refugee group has not yet been determined.

**Voluntary Repatriation (RP):** the most desirable solution, as long as the voluntary nature of the repatriation is safeguarded, which also covers assistance to help refugees overcome practical difficulties in repatriating to their country of origin.

**Local Settlement (LS):** where voluntary repatriation is not yet possible, this covers assistance to help refugees become self-supporting in the country of first asylum and to integrate into the economic and social life of the local community.

**Resettlement (RE):** where no other durable solution is feasible, this covers assistance to enable refugees to resettle in a third country.

- W -

**Workplan** A supporting document for an implementing agreement, which provides a timetable for the implementation process.

## REFERENCES

*Assessing Food Self-sufficiency, Some Food for Thought, Discussion Paper no. 6*, UNHCR (PTSS)

*Cognition through Games*, UNHCR (PTSS), (ENG, SERBIAN)

*Commodity Distribution: A Practical Guide for Field Staff* (to be published in late 1995/early 1996)

*Community Participation and Self-reliance in Refugee Settlements, Discussion Paper no. 7*, UNHCR (PTSS)

*Community Services for Urban Refugees*, UNHCR (PTSS), 1994 (ENG/FRE/RUS/ BULGARIAN)

*Doing Business with the United Nations High Commissioner for Refugees*, UNHCR (STS), 1994

*Draft Field Manual on Reproductive Health in Refugee Situations*, UNHCR (PTSS)

*Draft Guidelines for Early HIV Interventions in Emergency Settings*, UNHCR/WHO, 1995

*Field Office Budgeting System (FOBS) Training Module*

*Financial Regulations and Rules of the United Nations*, New York, United Nations, 1985 (Rev 3)

*A Framework for People-Oriented Planning in Refugee Situations, Taking Account of Women, Men and Children*

*Guidelines for Educational Assistance to Refugees*, UNHCR (PTSS), 1995 (ENG; FRE to be available in early 1996)

*Guidelines for Refugee Enterprise: Credit Assistance for Small Businesses*, UNHCR (PTSS), 1988 (ENG/FRE/SPA)

*Handbook for Emergencies*, UNHCR, 1982

*Human Rights and Refugee Protection* (UNHCR training module, October 1995, ENG/FRE/SPA/RUS)

*Implementing Partner Recording (IPR) Training Module* (with self-teaching diskette)

*An Introduction to the International Protection of Refugees* (UNHCR training module)

*Introduction to Programme and Project Management* (PMS 1, UNHCR training module revised in 1995)

*Interim Guidelines for Environment-Sensitive Management of Refugee Programmes*

*International Thesaurus of Refugee Terminology*, compiled by an international working group and prepared by its Coordinator, Jean Aitchison, published by Martinus Nijhoff Publishers, Dordrecht, the Netherlands, 1989 UNHCR, sold by Kluwer Academic Publishers Group (P.O. Box 322, 3300 AH Dordrecht, the Netherlands)

*Management and Treatment of Protein Energy Malnutrition*, UNHCR/WHO, 1995

*Management of Nutrition Emergencies*, UNHCR/WHO, 1995

*Manuel d'utilisation des desinfectants dans les situations de réfugiés*, UNHCR (PTSS), 1994

*Mental Health of Refugees*, Geneva, WHO/UNHCR, 1994

*Nutrition Guidelines*, MSF, 1995 (ENG/FRE)

*Partnership in Action (PARinAc) Oslo Declaration and Plan of Action*

*People-Oriented Planning at Work: Using POP to Improve UNHCR Programming*, UNHCR (PCBS), 1994 (ENG/FRE)

*Policy on Acceptance, Distribution and Use of Milk Products in Refugee Feeding Programmes*, UNHCR (PTSS), 1989 (ENG/FRE/SPA)

*Preliminary Guidelines for the Preparation and Design of QIPs, Discussion Paper no.10*, UNHCR

(PTSS)

*Quick Impact Projects, Discussion Paper no. 8*, UNHCR (PTSS)

*Quick Nutrition Survey Among Populations in Emergency Situations*, Paris, MSF/UNHCR/WFP, 1991, 65 pp + video, both ENG/FRE (available from MSF, Paris, at cost price)

*Refugee Children: Guidelines on Protection and Care*, UNHCR, 1994 (ENG, FRE, GER, RUS)

*Refugees* (a magazine published by the Public Information Service of UNHCR in English, French, German, Italian, Japanese, Spanish, Arabic, and Russian)

*REFUGIES*, Lexique anglais-français de termes employés dans les documents du Haut Commissariat des Nations Unies pour les réfugiés (HCR), Genève, Haut Commissariat des Nations Unies pour les réfugiés, 1989 (FRE/ENG)

*Registration: A Practical Guide for Field Staff*, UNHCR

*Repatriation and Reintegration of Mozambican Refugees, Internally Displaced Persons and Demobilized Soldiers, Discussion Paper no. 11*, UNHCR (PTSS)

*Resettlement Handbook*, UNHCR (to be finalized in 1996)

*Technical Approach to Environmental Education*, UNHCR (PTSS), 1994

*The State of the World's Refugees: In Search of Solutions*, Oxford Press, 1995

*Sexual Violence against Refugees: Guidelines on Prevention and Response*, UNHCR, 1995 (ENG, FRE)

*Social Services in Refugee Emergencies*, UNHCR (PTSS), 1991 (ENG/FRE/RUS/SPA/SERBO-CROAT/BULGARIAN/FARSI/AMHARIC)

*Supplies and Food Aid Field Handbook*, UNHCR (STS), 1989

*UNHCR Essential Drugs Manual: Guidelines for Use of Drugs in Refugee Settings and UNHCR List of Essential Drugs*, UNHCR (PTSS), 1989

*United Nations System IAPSO Catalogues for Power Generators, Field Motor Vehicles, Office Equipment*

*UNHCR Guidelines on Assistance to Disabled Refugees*, UNHCR (PTSS), 1992 (ENG/FRE/SPA)

*UNHCR Policy on Refugee Women*

*UNHCR Guidelines on the Protection of Refugee Women*

*UNHCR Handbook for Social Services*, UNHCR, Provisional Edition, 1984

*UNHCR Supply and Transport Section List of Most Frequently Purchase Items: Estimated FCA Prices*

*Voluntary Repatriation* (UNHCR training module, December 1993)

*Water Manual for Refugee Emergency Situations*, UNHCR (PTSS), 1992

*Working As A Manager in an Organization* (OMS 1, UNHCR training module)

*Working with Unaccompanied Minors in the Community: A Family-Based Approach*, UNHCR (PTSS), 1994 (ENG, FRE, SPA)

*Working With the Military: A UNHCR Training Module*

## **INDEX**

- A -

Activity (budget structure): *section 3.4, paras. 3.3 to 4.3 and Appendix A*  
activity (vs. objective): *section 3.3, part 4*  
administrative overheads: *section 3.4, part 5*  
agreement: *section 4.1, part 3*  
Annual Programme: *section 2.2, paras. 2.3 to 2.10*  
assessment (methodology): *section 3.2, part 3*  
assessment (needs and resources): *section 3.2*  
assets: *see "non-expendable property"*  
assistance programme: *section 2.1, para. 3.1*  
assistance, type of: *see "type of assistance"*  
assisted refugee population: *section 3.5, para. 1.1*  
assumptions (in the planning process): *section 3.1, paras. 7.4 and 7.5*  
audit (general): *section 5.6*  
Audit certificate: *section 5.6, part 3*

**- B -**

budgeting (general): *section 3.4*  
budgeting (in emergencies): *section 6.3, paras. 7.5 and 7.6*  
budget structure: *see "FMIS budget structure"*

**- C -**

care and maintenance: *section 2.1, para. 4.1 (b)*  
Cartagena Declaration on Refugees (1984): *section 1.2, para. 2.5 (b)*  
Central Emergency Revolving Fund (CERF): *section 6.2, para. 2.2*  
commercial contract: *section 4.2, paras. 3.5 to 3.7*  
contingency planning: *section 6.1, part 2*  
Convention Governing the Specific Aspects of Refugee Problems in Africa (1965): *section 1.2, para. 2.5 (a)*  
Convention relating to the Status of Refugees (1951): *section 1.2, paras. 2.1 to 2.3*  
Country Operations Plan: *section 2.3, part 3*  
currency, implementation in more than one: *section 4.1, para. 4.5*

**- D -**

disabled persons/refugees: *section 1.3, part 4*

durable solutions (general): *section 1.2, part 4*

**- E -**

early warning: *section 6.1, part 2*

Economic and Social Council (ECOSOC): *section 1.1, para 2.5; section 1.4, para. 1.4; section 2.3, paras. 8.5 to 8.7*

emergency continuum: *section 6.1, part 1*

Emergency Fund: *section 2.2, para. 2.8; section 6.2, part 2*

Emergency Letter of Instruction (ELOI): *section 4.1, paras. 2.6 and 2.7; section 6.3, paras. 7.7 and 7.8*

emergency management (general): *section 6.1*

emergency preparedness (general): *section 6.2*

emergency response (general): *section 6.3*

environment: *section 3.1, part 4*

evaluation (general): *section 5.7*

Exchange of Letters: *section 4.1, para. 3.4*

Executive Committee (EXCOM): *section 1.4, part 3*

**- F -**

Financial and Management Information System (FMIS): *section 2.1, part 5*

FMIS budget structure: *section 3.4, part 3*

Food and Agricultural Organization (FAO): *section 1.6, para. 1.2*

Fund (General and Special Programmes): *section 2.2*

Fund (projects): *section 3.5, part 1*

**- G -**

General Assembly: *section 1.1, part 2; section 1.2, paras. 1.2 and 1.3; section 1.4, part 1*

General Programmes: *section 2.2, part 2*

Guidelines on Preventing and Responding to Sexual Violence against Refugees: *section 1.3, para. 2.4*

Guidelines on the Protection of Refugee Women: *section 1.3, para. 2.4*

**- H -**

Handbook for Emergencies: *section 1.3, para 3.5; section 6.2, para. 5.1*

Handbook for Social Services: *section 1.3, para. 4.4*

handicapped refugees: *section 1.3, paras. 4.5 to 4.7*

Headquarters organization: *section 1.4, part 4*

High Commissioner's annual report to ECOSOC: *section 1.4, para. 2.3; section 2.3, paras. 8.5 to 8.7*

High Commissioner's annual report to EXCOM: *section 2.3, paras. 8.2 to 8.4*

**- I -**

implementation, delegation of: *section 1.6, part 1*

implementing instrument (general): *section 4.1*

implementing partners, choice of: *section 1.6, part 2;*

selection in emergencies: *section 6.3, part 4;*

building partnerships: *section 1.6, part 3*

indicators: *section 3.3, paras. 4.4 to 4.7*

instalment plan: *section 4.1, paras. 4.7 and 4.8; section 5.3, part 2*

International Bank for Reconstruction and Development (IBRD): *section 1.4, para.1.1*

International Labor Organization (ILO): *section 1.6, para. 1.2*

International Refugee Organization (IRO): *section 1.1, para. 1.7*

inventory: *section 5.5, para. 3.1*

Item (budget structure): *section 3.4, paras. 3.3 to 4.3 and Appendix A*

**- L -**

League of Nations: *section 1.1, paras. 1.1 to 1.6*

Letter of Instruction: *section 4.1, part 2*

Letter of Mutual Intent to Conclude a Sub-Agreement: *section 4.1, para. 3.8; section 6.3, paras. 5.2 and 7.8*

liquidation date: *section 5.3, part 4*

local settlement (durable solutions): *section 1.2, paras. 4.10 to 4.12*

local settlement (type of activity): *section 2.1, para 4.1 (d)*

**- M -**

Management by Objectives (MBO): *section 2.1, part 2; section 3.1, para. 7.1*

Mandate, UNHCR's: *section 1.1*

monitoring (general): *section 5.1*

**- N -**

Nansen, Fridtjof: *section 1.1, paras. 1.3 and 1.4*

needs and resources assessment (general): *section 3.2*  
needs and resources assessment (in emergencies): *section 6.3, part 2*  
non-expendable property (NEP): *section 4.3 and section 5.5, part 3*

**- O -**

objective setting: *section 3.3*  
operational role (of UNHCR): *section 1.5*  
operations planning (in emergencies): *section 6.3, part 3*  
operational partner (definition): *section 1.5, part 2*  
Organization of African Unity (OAU): *section 1.2, para. 2.5(a)*

**- P -**

Partnership in Action (PARinAC): *section 1.6, para. 3.3*  
People-Oriented Planning: *section 3.1, paras. 2.3 to 2.8*  
performance indicators: *see "indicators"*  
persons of concern: *section 1.2, para. 2.8*  
planning year (general): *section 3.1*  
prevention: *section 1.1, para. 2.7; section 1.2, part 5*  
prior year  
procurement (general): *section 4.2*  
Programme Management Cycle: *section 2.3*  
Programme Management System: *section 2.1*  
Programme Reserve: *section 2.2, para 2.7*  
project (definition): *section 2.1, part 3*  
project submissions: *section 3.5, para. 1.5*  
protection (and assistance/durable solutions): *section 1.2, part 3*  
Protocol (1967): *section 1.2, paras 2.2 and 2.3*  
purchasing plans: *section 4.2, part 2*

**- R -**

refugee (definition): *section 1.2, paras. 2.4 to 2.7*  
refugee aid and development: *section 3.1, part 5*  
refugee children: *section 1.3, part 3*  
Refugee Children: Guidelines on Protection and Care: *section 1.3, para. 3.2*

refugee participation (in needs and resource assessment): *section 3.2, parts 2 and 3*

refugee participation (in the planning process): *section 3.1, part 3*

refugee women: *section 1.3, part 2*

refoulement: *section 1.2, para. 3.1*

Regional Operations Review: *section 2.3, part 5*

Representative (definition and role): *section 1.4, paras. 5.1 and 5.2*

resettlement (as a durable solution): *section 1.2, paras. 4.13 to 4.18*

resettlement (as a type of assistance): *section 2.1, para. 4.1 (e)*

Resource Preview Meeting: *section 2.3, part 4*

returnees (general/protection of/assistance to): *section 1.3, part 6*

revisions (budgetary): *section 5.4*

## **- S -**

Sector (budget structure): *section 3.4, paras. 3.3 to 4.3 and Appendix A*

service contracts: *section 4.2, paras. 3.5 to 3.7*

situation reports (SITREPs): *section 2.3, para. 8.1*

Special Programmes: *section 2.2, part 3*

Statute, UNHCR's: *section 1.1 and section 1.2*

sub-agreement: *section 4.1, paras. 3.5 to 3.7 and part 4*

Sub-Committee on International Protection (SCIP): *section 1.4, para. 3.4 (a)*

Sub-Committee on Administrative and Financial Matters (SCAF): *section 1.4, para.3.4 (b)*

Sub-Item (budget structure): *section 3.4, paras. 3.3 to 4.3 and Appendix A*

sub-project (definition): *section 2.1, para. 3.3; section 3.5, part 2*

sub-project budget: *section 3.5, para. 2.3 (b)*

sub-project closure: *section 5.5*

sub-project description: *section 3.5, para 3.5 (a)*

sub-project workplan: *section 3.5, para. 2.3 (c)*

Sub-Project Monitoring Report: *section 5.2*

Supplementary Agreement: *section 5.4*

support costs: *section 3.4, part 5*

## **- T -**

technical assessments: *section 3.2, paras. 2.3 and 2.4*

type of assistance: *section 2.1, part 4*

**- U -**

unaccompanied children: *section 1.3, parts 3 and 4*

UNHCR offices (definition): *section 1.4, para. 5.3*

United Nations Charter: *section 1.4, part 1*

United Nations, UNHCR and the: *section 1.4, part 1*

United Nations Children Fund (UNICEF): *section 1.4, para. 1.1; section 1.6, para. 1.2*

United Nations Development Programme (UNDP): *section 1.4, para. 1.1; section 1.6, para. 1.2*

United Nations Refugee Fund (UNREF): *section 1.1, para. 2.3; section 1.4, para. 3.2*

United Nations Regular Budget: *section 1.1, para. 2.9*

UNESCO: *section 1.6, para. 1.2*

urban refugees: *section 1.3, part 5*

**- V -**

voluntary repatriation (as a durable solution): *section 1.2, paras. 4.5 to 4.9*

Voluntary repatriation (as a type of assistance): *section 2.1, para. 4.1*

Voluntary Repatriation Fund: *section 2.2, para. 2.6*

**- W -**

Working with Unaccompanied Minors in the Community: *section 1.3, para 3.5*

workplan/workplanning (general): *section 3.4*

World Food Programme (WFP): *section 1.4, para. 1.1; section 1.6, para. 1.2*

World Health Organization (WHO): *section 1.4, para. 1.1; section 1.6, para. 1.2*