

Implementing Partnership Management Guidance Note No. 7

Partner Personnel

Subject:	Partner Personnel
Reference Documents	<ul style="list-style-type: none"> – Chapter 4 of the UNHCR Manual – Enhanced UNHCR Framework for Implementing with Partners
Reference No.	UNHCR/AI/2017/3 Guidance Note: 07/FP/S2-3
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This Guidance Note informs [Partners](#) of the revised UNHCR policy, obligations, principles and financial contributions related to **Partner Personnel**.

This Guidance Note requires:

- UNHCR offices to share with Partners this Guidance Note on Partner Personnel.
- Partners and UNHCR offices to fully understand UNHCR and Partner responsibilities, liabilities and obligations towards Partner Personnel before entering into Partnership Agreements.
- UNHCR offices to apply the revised approach and undertake adequate due diligence and negotiations with Partners so that UNHCR contributions towards Partner Personnel Costs are reasonable and budgeted at the most cost efficient level to achieve best results for Persons of Concern.

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1. Purpose

- 1.1 This Guidance Note inform about the revised UNHCR policies, obligations and resource contribution related to Partner Personnel to support Partners that jointly collaborate through Partnership Agreements to protect and assist persons of concern.

2. Scope

- 2.1 This Guidance Note states the revised approach and applicable rates for International Expatriate Personnel, and the revised standard functional categories, approach and guidance on setting applicable rates for National Personnel who are employed by Partners under UNHCR-funded Partnerships Agreements. It also further explains the terms of Partnership Agreements related to obligations and responsibilities towards Partner Personnel.
- 2.2 This Guidance Note does not cover UNHCR obligations, relationship with, and funding of personnel who are affiliate work force personnel deployed to UNHCR through United Nations system organizations (e.g. UNOPS, UNDP/UNV), NGO deployments or other personnel arrangements.
- 2.3 Compliance with this Guidance Note (ref. UNHCR/AI/2017/3) is mandatory for UNHCR offices. By extension, it is therefore also applicable to UNHCR Partners. Offices shall therefore share it with relevant Partners before concluding an Agreement or if an Agreement for 2017 has already been signed, as soon as feasible after the issuance of this Guidance Note.

3. Rationale

- 3.1 UNHCR recognized that its contribution towards Partner International Expatriate Personnel costs has not changed for several years. Furthermore, UNHCR did not always undertake the required local market employment survey required to establish salary scales for Partner National Personnel or, in some cases, undertook the survey without the participation of Partners.
- 3.2 In consultations with the UNHCR-NGO Network Organizations Group, UNHCR reviewed its contribution towards Partner Personnel Costs. In the review, UNHCR was guided by the following agreed principles, which also inform its contribution towards Partner Personnel costs:
 - Reasonable UNHCR contribution that reflects prevailing current labour costs;
 - Transparency in setting the contribution scale;
 - Predictability of reviews and adjustments to prevailing needs;
 - Fairness, equality and consistency in treatment of International Expatriate Personnel and National Personnel, regardless whether employed by international or national Partners;
 - Understanding the challenges posed by resource constraints on UNHCR;
 - Ensuring against negative impact on direct benefits for persons of concern; and
 - Acknowledgement that a stable and fairly compensated work force will better serve the needs of the persons of concern.

4. Main Provisions and Procedures

4.1 Application

- 4.2 Effective from date of entry into force, UNHCR and Partners are both required to implement this Guidance Note as soon as possible; where full implementation is not immediately feasible, UNHCR and Partners must develop a transition plan with a timeline to fully implement by 31 December 2018.

4.3 Roles, Responsibilities and Conduct

- 4.3.1 UNHCR and Partners are both required to set efficient and reasonable personnel levels and associated costs (in terms of number of persons, competencies, skills, and affordable costs), in order to maximize benefits for persons of concern and achieve the objectives of the Partnership Agreements. UNHCR and Partners should make all reasonable efforts to ensure that negotiations to set personnel levels and their costs does not delay signing Partnership Agreements and implementing the Country Operation Plan.

- 4.3.2 The clauses of Partnership Agreements that stipulate the roles, responsibilities and conduct of UNHCR, Partners and Partner Personnel (International Expatriate and National) prevail. *The following sections a), b) and c) provide a summary of the key terms in the interest of full mutual understanding and strengthened collaboration, but do not introduce any changes to the clauses of Partnership Agreements.* Text of the specific Partnership Agreement signed between the Partner and UNHCR provides detail and should be consulted as required.

4.4 Contractual Relationship

- 4.4.1 Partners are the sole responsible entity for the recruitment, employment, establishment of contracts, management, and dismissal of Partner Personnel and for all related payment of salaries and other entitlements. There is no contractual link or employment relationship between Partner Personnel and UNHCR. UNHCR encourages Partners, when possible and appropriate, to align Partner Personnel contracts with the project duration.

- 4.4.2 Partners are responsible for complying with all relevant national laws and regulations applicable to the employment relationship with their personnel including the recruitment, contracting, management and dismissal of Partner Personnel and for all related payments.

4.5 Remuneration and Compensation

- 4.5.1 Partners are the sole responsible entity for payments to Partner Personnel relating to remuneration and full salary, insurance, social security, termination benefits, end-of-service entitlements, and other forms of employment compensation. The Partner provision is considered as part of the Partner's contribution to the project.

- 4.5.2 UNHCR is not liable for any costs the Partner may incur, or accrue, over the employment years related to salaries and entitlements (including social protection benefits) of Partner Personnel on the basis of having a UNHCR Partnership Agreement. In the spirit of the partnership, Partners may request a contribution from UNHCR to cover the Partner Personnel Costs. Each UNHCR Office is required to negotiate with the Partners concerned whether, and to what extent, UNHCR is able to

make a **contribution towards** such costs as described within this document. UNHCR Offices may request the Partner to provide relevant internal policies (or description of practices) for review to determine its contribution.

4.6 Personnel Competency and Ethical Conduct

- 4.6.1 The Partner is expected to deploy competent personnel and put in place policies and take reasonable measures to ensure that its organization and personnel carry out their duties and activities in accordance with the highest ethical and professional standards.
- 4.6.2 The actions of the Partner and its Personnel must conform to high standards of professional and ethical conduct. They must refrain from corrupt or fraudulent practices, and any form of misconduct including conflict of interest and abuse.
- 4.6.3 The Partner shall make reasonable efforts to screen personnel background before engaging them in activities under the Partnership Agreement. UNHCR should allow the Partner reasonable time to recruit and screen qualified and appropriate candidates.

4.7 Budgeting for UNHCR contribution towards Partner Personnel Costs

- 4.7.1 UNHCR's contribution towards Partner Personnel Costs is subject to the same conditions governing funding of other activities under Partnership Agreements, including the availability of resources.

a) International Expatriate Personnel of Partners

- 4.7.2 UNHCR's contribution for International Expatriate Personnel of Partners will be pegged to the International Civil Service Commission (ICSC) index at a fixed grade level. This method offers a solution consistent with the main principles advocated by the UNHCR-NGO Network Organizations Group, since it is a credible and independent index accepted UN-wide. The reference point (P4 Step 5 at gross rate) has been set as it is commensurate with the skills and profile of the majority of International Expatriate Personnel engaged in UNHCR-funded projects. The applicable UNHCR contribution will be aligned to the ICSC index and monitored by UNHCR Headquarters. Should any adjustment be made, UNHCR operations will be informed through the UNHCR Detailed Annual Planning Instructions or otherwise.
- 4.7.3 The new applicable **UNHCR maximum contribution is set at US\$ 8,000** per person per month per Partner International Expatriate personnel for a hundred percent engagement under a UNHCR-funded Partnership Agreement. This amount corresponds to the above-mentioned reference point within the ICSC index and represents an increase of 33% from the previous level of US\$ 6,000. A proportional reduction of the UNHCR contribution must be made if the personnel are not dedicated full-time to the UNHCR-funded project. Due consideration of the position and functional category and skills should also be given when deciding the contribution level of each position, up to the maximum rate of US\$ 8,000.
- 4.7.4 **An additional contribution of US\$ 500 per person per month**, regardless of the UNHCR Rest and Recuperation (R&R) periodic cycle, the job, position, category, functional skills or engagement (full time or partial) of the International Expatriate Personnel, will be provided for Partner Personnel high-security locations, where the R&R policy applies for UN staff. (http://www.un.org/Depts/OHRM/salaries_allowances/allowances/rnr20164.pdf). No additional

travel costs related to R&R will be covered by UNHCR within the Partnership Agreements or elsewhere.

b) National Personnel of Partners

- 4.7.5 Given the diversity of National Personnel of Partners and their functions, the UNHCR – NGO Network Organizations Group did not consider feasible to set one **global** rate, unlike as concluded for the Partner International Expatriate Personnel costs. UNHCR therefore will use **local** rates for the UNHCR contribution towards National Personnel costs established through UN Country Teams (not the UN staff salary scale) or, alternatively, through a survey commissioned by the UNHCR Country Office in consultation with Partners. Such a survey shall be based on local market research, including best practices of peer humanitarian and UN organizations. Specialized agencies (such as the ‘Birches Group’ and the ‘CHS Alliance’) can be contracted for technical support in order to assess labour costs and to guide UNHCR contribution rates.
- 4.7.6 These scales must be subject to periodic reviews and updates (every two to three years or when there is a notable change) in order to align with the labour market and prevailing resources.
- 4.7.7 Where there is no readily available UN labour salary rates, and market surveys could not be carried out prior to the 2017 programme cycle to fix UNHCR contribution rates for the National Personnel, UNHCR Offices and Partners must develop a transition plan for the full implementation of this Administrative Instruction by the end of 2018. In case UNHCR offices in the Field face difficulties with developing a transition plan, they may contact UNHCR Headquarters (Implementing Partnership Management Service, IPMS) for support.
- 4.7.8 A standard categorization of the **National Personnel** functions (whether employed by International or National Partners) in line with UN functional classifications is introduced for consistency amongst various types of Partners and Personnel, better cost allocation and efficient management. The following categorization is effective as of **1 January 2017**:

National Personnel Category	Positions
A	Support (Guards, Helper, Driver, casual labour etc.)
B	Junior Assistants (Clerks, Data Entry, Secretaries, etc.)
C	Senior Assistants (Senior Finance Assistants, Programme Officers, Nurse, Social Workers, etc.)
D	Senior Officer (Senior Programme Officers, Doctors, Engineers, etc.)
E	Managers (Team Leaders, Senior Managers, Deputy Directors, Directors, Presidents, etc.)

4.7.9 Partner Personnel Costs must be budgeted for the applicable number of months at an applicable rate and using only the Account Codes in the following table:

Account Code	Description	Comment
622250	Partner Personnel Costs-Expatriate International (either engaged by international or national partners)	Partner Personnel of all types of Partners (except United Nations organizations which have other specific codes)
622300	Partner Personnel Costs-National (either engaged by international or national partners)	
665200	Partner travel (all Partner Personnel)	

The following Account Codes are for other labour:

Account Code	Description	Comment
622650	Persons of Concern hired for performing professional services	When engaging refugees and other persons of concern for hired professional services and casual labour.
622750	Persons of Concern hired for performing casual labour	

4.7.10 UNHCR will not fund extra allowances in any form such as uniforms (except for actual professional uniforms worn on duty for nurses, doctors, etc.), incentives, allowances for attending meetings, overtime, housing allowances and other benefits. However, travel costs related to duty assignment and official missions may be budgeted for under the Partnership Agreement, should resources be available, except for travel relating to R&R.

4.7.11 Further guidance on working in partnership with Government entities and compensation for services provided by hired persons of concern will be issued in the near future.

4.8 Payment of UNHCR Contribution

4.8.1 UNHCR offices will pay the agreed UNHCR contribution for Partner Personnel Costs as stipulated in the Project Budget and transfer solely into the Partner's account. UNHCR offices must not make payments directly to Partner Personnel and must not make retroactive or forward payments for periods prior to or beyond the **UNHCR fiscal year**.

4.8.2 **UNHCR's contribution** towards Partner Personnel Costs is a **flat rate (lump sum) per person** (regardless of the type of personnel, be it National or Expatriate International, and the type of partner). A proportional reduction of the UNHCR contribution must be made if the personnel are not dedicated full-time to the UNHCR-funded project. The breakdown of elements of various entitlements (e.g. salaries, allowances, insurance, termination benefits, and end-of-service costs) is at the discretion of the Partner. While the Partner may provide this breakdown at any given time, budgeting at the PPA level shall remain as a lump sum.

- 4.8.3 Partners are required to report as per the Partner Personnel List/Report (**Annex B, attached hereto**) and maintain accurate supporting documentation (personnel management policy, employment contracts, engagement time records, breakdown of payment and transaction records, etc.) for UNHCR verification, audit and review purposes
- 4.8.4 The currency of budgeting, transferring funds and reporting of the **Partner International Expatriate costs is in US Dollars** and **National Personnel costs are set out in local currency. UNHCR will not bear any costs due to foreign exchange rate fluctuation (loss/gain).**

5. Terms and Definitions

- 5.1 **Partner(s)** referred to in this document are those entities (including national or local government entities and international or national non-governmental organizations) entering into a Partnership Agreement with UNHCR.
- 5.2 **Partnership Agreement(s)** referred to in this document are UNHCR-funded partnerships under the Letter of Mutual Intent, Bipartite Project Partnership Agreement, Tripartite Project Partnership Agreement, Small Scale Partnership Agreement, Deployment Partnership Agreement, UNHCR-IOM Project Partnership Agreement, and IFRC/Red Cross and Red Crescent Societies Partnership Agreement and other specially authorized Partnership Agreements.
- 5.3 **Expatriate International Personnel** referred to in this document are persons who are not nationals of, or are habitually resident in, the country where the services are performed and are employed or otherwise contracted or compensated by a National or International Partner with UNHCR funds under a Partnership Agreement.
- 5.4 **National Personnel** referred to in this document are persons who are nationals of, or are habitually resident in, the country where the services are performed, and are employed or otherwise contracted or compensated by a National or International Partner with UNHCR funds under a Partnership Agreement.
- 5.5 **Partner Personnel Costs** referred to in this document are human resources deployed by a Partner to perform activities related to the projects or programmes funded by UNHCR in accordance with the Partnership Agreement and include, but are not limited to:
- Permanent employees
 - Fixed-term personnel
 - Temporarily assigned personnel
 - Consultants
 - Paid advisors
 - Deployed personnel
 - Paid “volunteers” or community workers
 - Refugees or other persons of concern hired by partner for performing services
 - Other individual service provider

6. Dates

6.1 This Administrative Instruction is effective as of 1 January 2017.

7. Contact

7.1 UNHCR, Implementing Partnership Services (IPMS) may be contacted at epartner@unhcr.org for further guidance and support on application of this Guidance Note.

8. References

8.1 This Guidance Note with other applicable guidance on UNHCR's Enhanced Framework for Implementing with Partners, and the specific Partnership Agreement. Such guidance may be accessed through the UNHCR Partner Portal <https://partner.unhcr.org>

9. Annexes and Appendices

Annex A- Main Changes

Annex B- Partner Personnel List Template

Annex A: Main Changes

The following table provides a summary of the main changes compared to previously applicable instructions on partner personnel costs (UNHCR/IOM/077/2008, which is superseded by these Administrative Instructions):

Changes reflected in this Guidance Note	Previous/superseded provisions	Current Reference in this Guidance Note
New, guiding principles on UNHCR Contribution towards Partner Personnel Costs.	N/A	Paragraph 3.2.
The new applicable UNHCR maximum contribution is set as US\$ 8,000 per person per month for 100% engagement of International Expatriate Personnel under a UNHCR-funded project.	Previous level of maximum Contribution: US\$ 6,000 maximum contribution	Paragraph 4.3.3.
An additional contribution of US\$ 500 per person per month , for high-security locations where the UNHCR “Rest and Recuperation” (R&R) policy applies for UN staff	N/A	Paragraph 4.3.4.
New, standard categorization of the National Personnel functions	N/A	Paragraph 4.3.8.

Annex B: Partner Personnel List /Report (template)

Annex B: Partner Personnel List /Report (template)

#	Functional Category	Position title	Name of incumbent	Full /part time engagement in the project (%)	Employment/ engagement during project period: [date].... [date]	Monthly cost of actual engagement (in budgeted currency)*	UNHCR contribution towards actual engagement cost (amount and %)	Partner contribution towards actual engagement cost (amount and %)*
EXAMPLE (for illustration only):								
Partner National Personnel: account 622300								
1.	D (Senior Officer)	Snr. Education specialist	SIMS, Judy	50%	01/01-31/12/2017	RWF 1,000,000	RWF 800,000 (80%)	RWF 200,000 (20%)
2.	A (Support)	Driver	PORTER, Ryan	100%	01/05-31/12/2017	RWF 100,000	RWF 100,000 (100%)	0
3.	C (Senior Assistant)	Nurse	BURTON, Angela	100%	01/05-31/12/2017	RWF 525,000	RWF 525,000	0
Partner International Expatriate Personnel: account 622250								
1.	Expert	Health Coordinator	PAYN, Adam	100%	01/01-31/12/2017	US\$ 8,000 +US\$500 (R&R)	US\$ 8,000 (100%) +US\$500 (R&R)	0
2.	Junior	Finance Officer	HILL, Denis	100%	01/01-31/12/2017	US\$ 6,000 +US\$500 (R&R)	US\$4,800 (80%) +US\$500 (R&R)	US\$1,200 (20%)
3.	Expert	Child protection Associate	ALLEN, David	50%	01/01-31/12/2017	US\$ 2,000 +US\$500 (R&R)	US\$ 2,000 (100%) +US\$500 (R&R)	0
Hired POCs for providing services: account 622650								
1.	A (Professional)	Teacher	HART, Henry	50%	01/01-31/12/2017	RWF 54,000	RWF 37,800 (70%)	RWF 16,200 (30%)
2.	B (Casual Labour-wages)	NFI Distributor	COLE, John	100%	01/01-31/12/2017	RWF 34,000	RWF 34,000 (100%)	0
Non-PCO Labour: account 622750								
1.	Persons of Concern hired for casual labour	Tree planter		100%	01/01-01/05/2017	RWF 1,000	RWF 1,000 (100%)	0

Section 1- Planned (attached to Partnership Agreement as Annex E)

#	Functional Category	Position title	Name of incumbent	Full /part time engagement in the project (%)	Employment/ engagement during project period: [date].... [date]	Monthly cost of actual engagement (in budgeted currency)*	UNHCR contribution towards actual engagement cost (amount and %)	Partner contribution towards actual engagement cost (amount and %)*
EXAMPLE (for illustration only):								
Partner National Personnel: account 622300								
1.	D (Senior Officer)	Snr. Education specialist	SIMS, Judy	50%	01/01-31/12/2017	RWF 1,000,000	RWF 800,000 (80%)	RWF 200,000 (20%)
2.	A (Support)	Driver	PORTER, Ryan	100%	01/05-31/12/2017	RWF 100,000	RWF 100,000 (100%)	0
3.	C (Senior Assistant)	Nurse	BURTON, Angela	100%	01/05-31/12/2017	RWF 525,000	RWF 525,000	0
Partner International Expatriate Personnel: account 622250								
1.	Expert	Health Coordinator	PAYN, Adam	100%	01/01-31/12/2017	US\$ 8,000 +US\$500 (R&R)	US\$ 8,000 (100%) +US\$500 (R&R)	0
2.	Junior	Finance Officer	HILL, Denis	100%	01/01-31/12/2017	US\$ 6,000 +US\$500 (R&R)	US\$4,800 (80%) +US\$500 (R&R)	US\$1,200 (20%)
3.	Expert	Child protection Associate	ALLEN, David	50%	01/01-31/12/2017	US\$ 2,000 +US\$500 (R&R)	US\$ 2,000 (100%) +US\$500 (R&R)	0
Hired POCs for providing services: account 622650								
1.	A (Professional)	Teacher	HART, Henry	50%	01/01-31/12/2017	RWF 54,000	RWF 37,800 (70%)	RWF 16,200 (30%)
2.	B (Casual Labour-wages)	NFI Distributor	COLE, John	100%	01/01-31/12/2017	RWF 34,000	RWF 34,000 (100%)	0
Non-PCO Labour: account 622750								
1.	Persons of Concern hired for casual labour	Tree planter		100%	01/01-01/05/2017	RWF 1,000	RWF 1,000 (100%)	0

*Partners may also show their own contribution towards Partner Personnel Costs to the project

Section 2-Partner Personnel Report

Reporting Period:	<DD-MM-YYYY – DD-MM-YYY>
Date of Report:	<DD-MM-YYYY)

#	Functional Category	Position title	Name of incumbent	Full /part time engagement in the project (%)	Employment/engagement during project period: [date].... [date]	Monthly cost of actual engagement (in budgeted currency) ¹	UNHCR contribution towards actual engagement cost (amount and %)

Signed by the Authorized signatory on behalf of the partner

Signature

Name

Title

Organization Name

Date

Place

¹ Partners may encounter variations in monthly partner personnel expenditure