

**PARTNERSHIP AGREEMENT
BETWEEN
THE UNITED NATIONS OFFICE FOR PROJECT SERVICES
PARTNER NAME1
AND
PARTNER NAME2**

This Partnership Agreement (“Agreement”) is entered into between the United Nations Office for Project Services (hereinafter referred to as "UNOPS"), **partner name1 and partner name2**. UNOPS, **partner name1 and partner name2** are hereinafter each referred to as a “Party” and collectively referred to as the “Parties” or where not including UNOPS, the “Partners”.

WHEREAS, UNOPS is a subsidiary organ established by UN General Assembly decision 48/501 of 19 September 1994 as a central resource for the UN system in procurement, contracts management and other capacity development activities, as well as its value in providing efficient, cost-effective services to partners in its specialized areas;

WHEREAS UNOPS has requested responses to a request for proposal (hereinafter referred to as “Request”) for the purpose of [*insert description of activities*] (hereinafter referred to as “**Services**”) and **partner name1 and partner name2** have answered the request for proposal with the proposal in **Annex XYZ**;

WHEREAS UNOPS shall sign a **GSA/PCA/UN2UN** Agreement with **partner name 1** and a **GSA/PCA/UN2UN** Agreement with **partner name 2** to further delineate the roles and obligations between UNOPS and the Partners.

WHEREAS recognizing the commitment of the World Humanitarian Summit on a new way of working that calls humanitarian and development actors, governments, non-governmental organizations (NGOs) and private sector actors to work collaboratively together, based on their comparative advantages, towards ‘collective outcomes, the Parties acknowledge that their respective activities include areas of common interest where closer collaboration in the form of a partnership between the UNOPS and the Partners would be of mutual benefit and increase thereby the effectiveness of each Party in fulfilling its mandate, role and function;

NOW, THEREFORE, the Parties agree as follows:

**Article I
Purpose of the Agreement**

1.1 The purpose of this Agreement is to provide a framework of cooperation and facilitate collaboration between the Parties, on a non-exclusive basis, in areas of common interest.

Article II

Roles of the Parties and Implementation of the Agreement

2.1 In order to implement the specific activities envisioned hereunder, UNOPS and the Partners shall conclude specific and separate written agreements in the form of **GSA/PCA/UN2UN** and shall be entered into in accordance with the applicable UNOPS regulations, rules and procedures, which shall specify the costs or expenses relating to the activity and how they are to be borne by the Parties. The specific agreements shall also include a provision incorporating by reference this Agreement, which is applicable to the specific agreements and the projects financed therefrom.

2.2 Each of the Parties shall bear its own costs in connection with their respective grant agreement signed with UNOPS and any transactions contemplated hereby, including the costs of public relations activities relating to their collaboration, unless otherwise agreed to in a specific agreement concluded hereunder.

2.3 Neither Party shall be an agent, representative or joint partner of the other Party. Neither Party shall have any express or implied right or authority to assume or create obligations on behalf of or in the name of the other Party or to bind or enter into any contract, agreement, undertaking or commitment on behalf of the other Party and shall be solely responsible for making all payments to and on behalf of its own account, as provided under this Agreement and under cost-sharing agreements concluded hereunder.

2.4 Each Party shall be responsible for its acts and omissions in connection with this Agreement and its implementation, except as defined in any subsequent agreement that may fall under this Agreement.

2.5 Notwithstanding article 2.3 above, the Parties agree, as is further defined in the subsequent agreements which fall under this Agreement, that **partner name1 and partner name2** are jointly and severally liable for all obligations, deliverables, and intended **results/outcome** identified in this Agreement and in connection with the submitted joint proposal at **Annex XYZ** and hold themselves out as such as a condition of UNOPS entering into this Agreement with the Partners.

2.6 This Agreement is not the exclusive means for UNOPS, **partner name1 and partner name 2** to enter into activities, projects and other arrangements with one another. Separately executed agreements that do not specifically reference this Agreement will be governed solely by the terms and conditions set forth therein.

Article III

Consultation and Exchange of Information

3.1 The Parties shall, on a regular basis, keep each other informed of and consult on matters of common interest, which in their opinion are likely to lead to mutual collaboration.

3.2 Consultation and exchange of information and documents under this Agreement shall be without prejudice to arrangements, which may be required to safeguard the confidential and restricted character of certain information and documents. Such arrangements will survive the termination of this Agreement and of any agreements signed by the Parties within the scope of this collaboration.

Article IV **Information Disclosure between the Parties**

4.1 Each Party may disclose to the other certain proprietary and confidential information. This information shall not include any third party proprietary or confidential information.

4.2 Each Party agrees to maintain the information of the other Party in confidence, using at least the same degree of care as it uses in maintaining as secret its own trade secret, confidential and proprietary information, but always at least a reasonable degree of care.

4.3 Each Party agrees that the other Party shall have no obligation under the provisions of this Article 4 with respect to any information which:

4.3.1 Is now or hereafter becomes publicly known other than through a breach hereof;

4.3.2 Is disclosed to the recipient Party by a third party that the recipient Party reasonably believes is legally entitled to disclose such information;

4.3.3 Is known by the recipient Party prior to its receipt of the information without any obligation of confidentiality with respect thereto;

4.3.4 Is disclosed with the Party's written consent; or

4.3.5 Is disclosed by the disclosing Party to a third party without the same or similar restrictions as set forth herein.

4.4 The recipient Party shall limit access to any information received from the disclosing Party to only those personnel of the recipient Party who have need of such access for the implementation of this Agreement.

4.5 The disclosing Party shall retain title to all forms of the information, such as written documentation, delivered pursuant to this Agreement, and all copies thereof. Except as may be required for the implementation of this Agreement, the recipient Party shall not copy or reproduce, in whole or in part, any information or summarize or make extracts of information without the written authorization of the disclosing Party.

4.6 Information shall be used by the recipient Party only for the purposes of fulfilling its obligations under this Agreement and any subsequent specific agreement. Without limiting the immediately preceding sentence, any information that is disclosed pursuant to this Agreement shall not be used by the recipient Party to invent, create, modify, adapt or manufacture any hardware or software or other products or services which would or could compete with or be used in lieu of the disclosing Party's hardware or software or other products or services.

4.7 Except as expressly provided in this Agreement or in any subsequent written agreement, the disclosing Party grants no license, right or interest to the recipient Party under any copyrights, patents, trademarks, trade secrets or other property rights of the disclosing Party by reason of the disclosure of the information.

4.8 Upon termination of this Agreement or on the written request of the disclosing Party, the recipient Party shall promptly return or destroy all tangible information and copies thereof, except that the recipient Party may retain one copy of such information as part of its work papers in accordance with applicable professional standards.

Article V

Intellectual Property

5.1 The intellectual property and other proprietary rights to the plans, drawings, specifications, designs, reports, other documents and discoveries and data (“Materials”) is owned by the Party that developed or prepared it. However, the Partners shall act to ensure that UNOPS and the funding source keep the right to use free of charge the results of the activity, including the reports and other documents relating to it, which are subject to industrial or intellectual property rights.

Article VI

Liabilities

6.1 Except for as stated at subarticle 2.5 above, in no event shall UNOPS nor the Partners, and their affiliates, agents or subcontractors, or any of their partners, principals or other personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall they be liable for any claim or demand against the other by any third party. The provisions of this Article shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence) or otherwise.

6.2 This Article shall not be prejudiced by, and shall survive the termination of this Agreement.

Article VII

Term, Termination, Amendment

7.1 The proposed cooperation under this Agreement is non-exclusive and shall have a duration aligned with the Grant Support Agreements signed with each Partner, unless terminated earlier by UNOPS upon 14 day's written notice to the Partners. The Parties may agree to extend this Agreement in writing .

7.2 As the Agreement and any subsequent agreements which may fall under this Agreement are linked, in the event of termination or expiry of this Agreement, any specific agreements concluded pursuant to this Agreement may also be terminated in accordance with the termination provisions contained in such specific agreements. Where the specific agreement concluded pursuant to this Agreement is terminated or expired, this Agreement may be terminated in accordance with its termination provisions as stated above. In either case, the Parties shall take the necessary steps to ensure that the activities carried out under this Agreement and the specific agreements are brought to a prompt and orderly conclusion.

7.3 In the event of issues relating to the satisfactory performance of either of the Partners, UNOPS, in its sole discretion, may decide to terminate the **GSA/UN2UN/PCA** which falls under this Agreement with the non-performing Partner, while maintaining the contractual obligations with the performing Partner. As such this Agreement would be terminated and the performing Partner would only be engaged through its **GSA/PCA/UN2UN** Agreement.

7.4 This Agreement may be amended only by written agreement of the Parties.

Article VIII

Notices and Addresses

8.1 Any notice or request required or permitted to be given or made under this Agreement shall be in writing. Such notice or request shall be deemed to have been duly given or made when it shall have been delivered by hand, certified mail, overnight courier, telex, or cable to the party to which it is required to be given or made at the address specified below or such other address as shall be hereafter notified.

For UNOPS: **[Name]**
 [Address]
 [Address]
 [Address]
 [Address]

For **PARTNER NAME1**:
 [Name]
 [Address]
 [Address]
 [Address]
 [Address]

For **PARTNER NAME2**:

[Name]
[Address]
[Address]
[Address]
[Address]

Article IX

Dispute Settlement

9.1 Any controversy or claim arising out of, or in accordance with, this Agreement or any breach thereof, which impacts all Parties to this Agreement, shall be settled through amicable negotiations.

Between UNOPS and either of the Partners who are non-United Nations, non-Governmental entities:

9.2 Any controversy or claim arising out of, or in accordance with, this Agreement or any breach thereof shall, unless it is settled by direct negotiation between the Parties, be settled in accordance with the UNCITRAL Arbitration Rules as at present in force. Where, in the course of such direct negotiation referred to above, the Parties wish to seek an amicable settlement of such dispute, controversy or claim by conciliation, the conciliation shall take place in accordance with the UNCITRAL Conciliation Rules as at present in force. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy or claim. This Agreement and any dispute arising herefrom shall be exclusively governed by general principles of law, to the exclusion of any single national system of law.

9.3 Any controversy or claim arising out of, or in accordance with, this Agreement or any breach thereof, which only impacts the Partners, shall be settled in accordance with the Dispute Resolution provision identified within the Joint Application Partner Form¹ signed between the Partners and annexed to this Agreement.

Article X

Miscellaneous

10.1 The **Partners** shall not advertise or otherwise make public the fact that it is performing, or has performed services with UNOPS or use the name, emblem or official seal of UNOPS or the United Nations or any abbreviation of the name of UNOPS or the United Nations for any purpose other than communicating about the purpose of the project, its progress and achievements in accordance with the Branding Guidelines provided by UNOPS.

¹ Appendix 1, Annex A of the Call for Proposals.

10.2 This Agreement or any right, obligation or interest hereunder shall not be assignable, transferable or otherwise alienable by either Party except with the prior written consent of the other Party.

10.3 Nothing in or relating to this agreement shall be deemed as a waiver, express or implied, of any of the privileges and immunities of the United Nations and UNOPS.

10.4 This Agreement and any related specific written agreements comprise the complete understanding of the Parties in respect of the subject matter in this Agreement and supersede all prior agreements relating to the same subject matter. Failure by either Party to enforce a provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

Article XI Entry into Force

11.1 This Agreement may be signed in counterparts, each of which shall be deemed an original and all of which duly executed shall constitute one entire document, and shall enter into force and effect on the date on which it is duly signed by all Parties.

IN WITNESS WHEREOF, the duly authorized representatives of the Parties have executed this Agreement on the date below written.

FOR UNOPS:

PARTNER NAME1

Signature

Signature

Name

Name

Title

Title

Date

Date

PARTNER NAME2

Signature

Name

Title

Date