

**Memorandum of Understanding
between
The United Nations Volunteers Programme
and
The Office of the United Nations High Commissioner for Refugees**

WHEREAS it is the shared intention of the Office of the United Nations High Commissioner for Refugees (hereinafter referred to as “UNHCR”) and the United Nations Volunteers Programme (hereinafter referred to as “UNV”) (and hereinafter jointly referred to as “the Parties”) to consolidate existing collaboration between them;

WHEREAS the Parties acknowledge that volunteering brings benefits to societies at large, to immediate beneficiaries and to the individual volunteer; that the aspirations of UNV to embrace volunteer action in all its diversity serve the causes of peace and development by being universal and inclusive; and that valuing free will, commitment, engagement and solidarity - combined with professional competence and experience - are the foundation of volunteerism;

WHEREAS the Parties recognise that UNHCR’s capacity to protect and assist refugees and other persons of concern to UNHCR can be enhanced through the deployment of UN Volunteers, who not only complement UNHCR’s internal staffing capacity, but also strengthen UNHCR’s link to the concerned population and endeavour for local capacity-building;

WHEREAS UNHCR recognises and appreciates UNV’s ability and resources to rapidly and flexibly mobilise qualified international and national volunteers in a cost-effective manner;

WHEREAS UNV reconfirms its commitment to provide UNHCR with international and national volunteers who are competent and committed, and who have the required skills profile;

WHEREAS it is the shared understanding of the Parties that further expansion of the existing framework of collaboration will be mutually beneficial to the Parties, as it builds upon the experience gained through implementation of the Memorandum of Understanding of June 2000 on “rapid deployment of UNV stand-by roster members to UNHCR’s emergency operations,” and takes into consideration the changing operational requirements of humanitarian assistance;

WHEREAS UNHCR and the United Nations Development Programme (hereafter referred to as “UNDP”) have a longstanding relationship which has been governed by the “Agreement on the Framework for Operational Cooperation between UNHCR and UNDP” of 10 April 1997;

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NOW THEREFORE the Parties agree as follows:

Article I
Purpose of the Agreement

Scope of the MOU

1.1 This Memorandum of Understanding (MOU) establishes the legal and operational frameworks under which the Parties will undertake the deployment and administration of international and national UN Volunteers, both under emergency and non-emergency operations of UNHCR. The specifics of collaboration between the Parties in a particular country operation shall be based on the applicable Letter of Understanding (LOU) to be signed between the Parties annually at the country level, using the "Model LOU" as provided in Appendix I. Specific terms for emergency deployment are provided in Appendix II.

Article II
Legal Framework

Status of UN Volunteers

2.1 The official status of UN Volunteers starts at the commencement of their assignment travel (date of the entry into service for UNV) and ends upon completion of their contract with UNV.

2.2 The Parties acknowledge that UN Volunteers are not UN staff members and, therefore, their employment is not governed by the Staff Rules and Regulations of the United Nations. UN Volunteers serve under a contract with UNV (**Annex I**) and are bound by UNV Conditions of Service. Other applicable UNV Rules and Regulations, as well as UNV Rules of Conduct and UNHCR's Code of Conduct (including Secretary General's Bulletin/2003/13 as contained in the "Code of Conduct Explanatory Notes"), are equally binding.

2.3 The Parties agree that UN Volunteers will be required to sign an Undertaking (**Annex II**) and Code of Conduct (**Annex III**), stipulating their obligations towards UNHCR. UNV shall ensure that UN Volunteers sign UNHCR's Undertaking and Code of Conduct before deployment.

2.4 While UN Volunteers are not UN staff members as noted in paragraph 2.2 above, they and their authorised accompanying dependants shall be subject to the overall direction and guidance of the UN Designated Official with respect to security matters.

Standards of Conduct

2.5 UN Volunteers work under the authority of the United Nations through UNHCR, even though they are not UN staff members. UN Volunteers working with UNHCR are supervised by UNHCR officials in charge.

2.6 UN Volunteers shall undertake to respect the impartiality and independence of the United Nations and shall neither seek nor accept instructions regarding the services performed under the present agreement from any government or authority external to the United Nations. UN Volunteers shall refrain from any conduct that would adversely reflect on the United Nations and shall not engage in any activity that is incompatible with the aims and objectives of the United Nations. They shall not serve as the representatives of a government or of any other authority external to the United Nations.

2.7 UN Volunteers shall exercise the utmost discretion in all matters relating to their functions and shall not communicate, at any time, without authorization of UNHCR to the media or to any institution, person, government or other authority external to the United Nations any information that has not been made public, and which has become known to them by reason of their association with the United Nations or the UNHCR operations. They shall not use any such information, without the written authorization of UNHCR, including after the expiration of their contract, and in any event such information shall not be used for personal gain. These obligations do not lapse upon termination of the present MOU.

Disciplinary Authority


2.8 UN Volunteers are subject to the rules and procedures of UNV in disciplinary matters. However, UNV undertakes to ensure that the UN Volunteers are informed that they are required to cooperate fully with any investigation to be undertaken by UNHCR alone or in coordination with OIOS/UN in any case in which they may be involved, and that misconduct and/or unsatisfactory performance may lead to their withdrawal from UNHCR operations and the interruption of payments by UNHCR.

Privileges and Immunities

2.9 In accordance with the prevailing UNDP Standard Basic Assistance Agreement (SBAA) with the host Government, *International UN Volunteers* shall, in the performance of their duties, be accorded the same privileges and immunities enjoyed by UN Officials under the Convention on the Privileges and Immunities of the United Nations of 13 February 1946, as required for the independent exercise of their functions during their deployment, including time spent on travel to and from their place of deployment.

2.10 The privileges and immunities of *National UN Volunteers* are limited to the contents of any agreement concluded by UNV or UNDP with the government of the country of deployment other than SBAA in this regard.

2.11 Each International and National UN Volunteer deployed to UNHCR Operations will be provided with an identification document reflecting their status as a UN Volunteer by the UNDP Country Office in the country of deployment, or other UN Office as authorized



by UNV. In addition, a local UNHCR identity card reflecting their functional title shall be issued to them upon entry into service for UNHCR.

2.12 The Parties will share information on the contents of all international agreements providing for privileges and immunities of UN Volunteers applicable or under negotiation with the government or responsible authorities of the countries in which the UN Volunteers are deployed for UNHCR.

2.13 The Secretary-General of the United Nations shall have the right and the duty to waive the immunity of UN Volunteers in cases where, in his opinion, the immunity would impede the course of justice.

Accountability

2.14 As per paragraph 2.8, UNHCR reserves the right to initiate an investigation of, and/or to request UNV to withdraw a UN Volunteer for unsatisfactory performance or failure to conform with the standards of conduct set out above, including for non-compliance with the principles set out in the UN Regulations and Rules, the UN Standard of Conduct for international civil servants and the UNHCR Code of Conduct. UNHCR will have no future financial obligation to UN Volunteers whose withdrawal has been formally requested to UNV. UNHCR will inform UNV of any investigation related to a UN Volunteer in order to coordinate the possible involvement of UNV in UNHCR's investigation process. UNHCR will keep UNV informed of the outcome of its investigation.

2.15 During the investigation, if the conduct of a UN Volunteer appears to be of such a nature and of such gravity that suspension of the UN Volunteer may be warranted, UNHCR shall take a decision to that effect, giving reasons and inform the UN Volunteer and UNV accordingly. As a general principle, suspension may be contemplated if the conduct in question might pose a danger to colleagues or to UNHCR, or if there is a risk of evidence being destroyed or concealed and if redeployment is not feasible.

2.16 When a UN Volunteer is alleged to have caused financial loss or damage to UNHCR-owned equipment or property assigned to him/her, UNHCR shall review with UNV any claim in accordance with established UN policies and procedures, including its formal investigation procedure. UNV shall ensure that the concerned UN Volunteer reimburse UNHCR if such loss or damage is determined to have: (a) occurred outside of their performance of services with UNHCR; and/or (b) resulted from their gross negligence or wilful misconduct or a violation or reckless disregard of applicable rules and policies by the UN Volunteer.

Third Party Claims

2.17 UNHCR shall be responsible for dealing with claims by third parties where the loss or damage to their property, or death or personal injury, was caused by the actions or omissions of UN Volunteers in their performance of services to UNHCR pursuant to this MOU and the applicable LOU. However, if the loss, damage, death or injury arose from gross negligence or wilful misconduct by the UN Volunteer, UNV shall ensure that the concerned UN Volunteer(s) shall be liable for amounts paid by UNHCR to the claimants and all costs incurred by UNHCR in settling such claims.

Article III
Operational Framework

Focal Points

3.1 The Parties agree to establish permanent focal points at their respective headquarters to support the implementation of all collaboration arising under this MOU. The Parties agree to maintain, through their respective focal points, regular dialogue on all areas of collaboration, including administrative and operational management of UNV deployment and support to field operations.

3.2 The Special Operations section of UNV serves as the overall focal point for UNHCR matters. Special Operations shall dedicate staff specifically to serve as a point of contact with respect to emergency deployment arrangements.

3.3 The Programme Coordination and Operational Support Section (PCOS) of UNHCR serves as the overall focal point for UNV matters. For the coordination and support of emergency operations, Emergency Preparedness and Response Section (EPRS) will initially act as the channel for UNV deployment, in close coordination with the Focal Point in PCOS.

Programme and Administrative Support in the Field

3.4 Field level programme and administrative support for UNV deployment is provided through the UNDP Country Office network. Normally, UNV has a full-time UNV Programme Officer specifically dedicated to these tasks. Where such is not the case, UNV ensures that the UNDP Country Office designates someone to serve on its behalf.

3.5 In situations where UNDP in the country of deployment has a limited capacity to provide required services to the UN Volunteers, or UNDP is not present, UNV shall make either of the following arrangements depending on the size of the deployment and other considerations:

- (i) deploy a programme support staff to the UNDP Country Office to carry out the required services for administrative backstopping;
- (ii) negotiate with UNDP for the latter's increase in administrative capacity in the country of deployment, or from a neighbouring country; or
- (iii) require UNHCR to cover the specific programme and administrative support activities for UN Volunteers.

3.6 In the event that UNHCR is required to carry out the programme and administrative activities on behalf of UNV/UNDP described above in paragraph 3.5 (iii), the extent of such activities must be agreed upon between UNHCR and UNV/UNDP, and a reduced level of overhead charges to UNHCR shall become applicable based upon an agreement of the Parties, and on the condition that the additional administration activities of UNHCR will constitute a sustained service lasting for more than three-months. The duration of this

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arrangement, the agreed activities and other particular conditions shall be clearly specified in the applicable LOU.

Joint Deployment Planning

3.7 The Parties agree to conduct regular deployment planning exercises with a view to identifying areas of expertise UNV is ready and able to provide as per operational requirements of UNHCR. Irrespective of such joint planning exercises, UNV shall be informed of any increase or decrease in the numbers of UN Volunteers in accordance with the changes in UNHCR's operational requirements.

Candidate Selection, Recruitment, and Extensions

3.8 International UNVs: UNHCR shall inform UNV HQs and the local UNDP Country Office where appropriate, of the required number of international UN Volunteers for a specific country operation, or a global number for a specific category of experts, and provide UNV with relevant Terms of Reference. Based on this information, UNV HQs shall identify and submit potential candidates for final selection by UNHCR. When selecting UN Volunteers, due regard shall be given to gender balance and geographical distribution, in accordance with the principles of the United Nations. UNHCR will also communicate to UNV HQs all requests for contract extensions of international UN Volunteers prior to the end of the period of deployment of individual volunteers.

3.9 National UN Volunteers: The requesting UNHCR Country Office shall inform the UNDP Country Office in the country of operation of the required number of national UN Volunteers and provide UNDP with relevant Terms of Reference. In a country where the National UN Volunteer Programme does not exist, UNHCR shall collaborate with UNV HQs and UNDP in the country of operation to assist UNDP with the establishment of the new National UN Volunteer scheme. The UNHCR and UNDP offices in the country of operation shall closely collaborate in the selection and recruitment of national UN Volunteers, with due regard to gender balance and geographical distribution, in accordance with the principles of the United Nations. UNHCR will communicate to the UNDP Country Office any request for a contract extension of national UN Volunteers prior to the end of the period of deployment.

Pre-deployment briefing, medical and security clearance

3.10 UNV shall ensure that the UN Volunteer candidates selected by UNHCR are provided with pre-deployment briefing, including UNV Conditions of Service, Terms of Reference, as well as living and security conditions in the country of deployment. Pre-deployment briefing should also include an overview of UNHCR's operation and mandate.

3.11 UNV shall ensure that UN Volunteer candidates undergo a full entry medical examination for both short and long term deployment. However, in respect to short-term emergency deployment, the requirement of a full medical examination may be waived in favour of a satisfactory medical certificate from a licensed medical practitioner. Based on either of the above forms of medical clearance, UNV further ensures that all UN Volunteers are covered with full medical and life insurance prior to their deployment to UNHCR.

3.12 In consultation with the UN Designated Official of the country of deployment, UNV shall obtain security clearance for all UN Volunteers prior to the commencement of assignment travel.

Assignment Travel and In-Country Orientation

3.13 UNV shall arrange and administer the travel, including acquisition of appropriate visas, of international UN Volunteers and their authorised accompanying dependants upto the UNHCR Country Office in the country of deployment. In the case of national UN Volunteers deployment, UNV will ensure that this responsibility shall be undertaken by the UNDP country representative. Upon arrival at UNHCR's Country Office in the country of deployment, UN Volunteers, prior to the travel to the location of their duty station, shall be briefed on all relevant aspects of their deployment by the respective UNV contact persons in UNDP and in UNHCR, either jointly or separately.

Performance Reviews and Evaluations

3.14 As per paragraph 2.6 above, UN Volunteers work under the overall direction of UNHCR country offices and direct day-to-day supervision of UNHCR staff members designated as their supervisors. They shall work as part of the UNHCR operations team, in accordance with United Nations regulations, rules, policies and procedures. Performance reviews and evaluations of the UN Volunteers shall be mandatory in accordance with the established policies of UNHCR and UNV.

Transport, Communication and work-related support

3.15 UNHCR shall ensure that its country operations provide and maintain all transportation, communication and related equipment, materials and other facilities that may be necessary for the UN Volunteers to accomplish their tasks within their area of operation. The country operations shall determine the material resources necessary for the UN Volunteers to perform their functions and will provide these from the resources of the operations.

Article IV
Conditions of Service

UNV Conditions of Service


4.1 The UN Volunteers are administered by UNV in accordance with UNV Conditions of Service.

Modification to the Conditions of Service

4.2 UNV will inform UNHCR of any modification of, and amendment to, the Conditions of Service and other UNV rules and regulations, including the introduction of new or ad hoc entitlements.

Exceptions

4.3 Without prejudice to paragraph 4.2 above, UNHCR's policies in respect of rest and recuperation (R&R) / mental health schemes, such as "Mandatory Absence to Release Stress (MARS)", shall apply to international UN Volunteers where they are applied to



internationally recruited UNHCR staff members. The international UN Volunteers will continue to receive their UNV entitlements during the periods of such mental health schemes. The UNHCR “Special Operational Living Allowance Rate (SOLAR)” does not apply to UN Volunteers.

Duration of deployment

4.4 UNHCR shall determine the initial duration of the deployment at the time of the request to UNV. Renewal and extension of UNV contracts will be determined subject to requirements, duration and financial resources of UNHCR operations.

Recruitment of UN Volunteers to Regular Assignments of UNHCR

4.5 UN Volunteers shall not normally be appointed to regular UNHCR posts prior to completion of their contracts with UNV. In circumstances where UNHCR may wish to consider a serving UN Volunteer for appointment to a regular UNHCR post as its official staff member, the Parties agree on the following criteria:

- (i) There shall be no fore-shortening of an effective contract for the purposes of appointing a UN Volunteer as a regular UNHCR staff member, without prior agreement between UNV and UNHCR;
- (ii) UN Volunteers may be considered by UNHCR as priority external candidates in accordance with UNHCR’s policy, on the basis that such a consideration is also in harmony with basic requirements set forth by UNV;
- (iii) Any international and national UN Volunteer who is appointed to a regular UNHCR post will be required to have completed all end-of-assignment formalities, including repatriation in the case of international UN Volunteers.

Article V
Security of UN Volunteers

General

5.1 UN Volunteers and their authorised accompanying dependants shall be subject to the overall direction and guidance of the United Nations Designated Official with respect to security matters for the area of the country operation, and they will be included in all security briefings and plans applicable to United Nations personnel.

5.2 UN Volunteers shall abide by the requirements of such security plan and adhere to all security instructions given by their UNHCR supervisor or the UNHCR Field Safety Advisor (as appropriate) in the same manner as other UNHCR staff.

5.3 A UNHCR Manager cannot deploy UN Volunteers to areas which are out of bounds to UN Staff.

5.4 UN Volunteers are entitled to be issued with the same security equipment, including radio, mobile phone, medical kit and body armour, that are supplied to UNHCR staff in the same operation and working conditions as appropriate in the situation.

Security Briefing and Training

5.5 UNHCR is required to ensure that UN Volunteers deployed to its operations complete a standard basic security training module within the required time in the same manner as UNHCR staff members. UNHCR shall include UN Volunteers in all other security training given to UNHCR staff within the same operations team.

Hazardous Duty Station Supplement

5.6 Where the International Civil Service Commission (ICSC) approves hazard pay for internationally recruited UN staff assigned to any or all parts of a specific operational area/country as an exceptional measure, UN Volunteers will be paid *Hazardous Duty Station Supplement*, at the prevailing rates separately established for international and national UN Volunteers, and as authorised by UNV, with its related costs being charged to UNHCR's country operation through UNDP.

Residential Security

5.7 In line with UNV's Conditions of Service, international UN Volunteers shall be entitled to full reimbursement for residential security measures up to the maximum costs, as approved and authorised by the United Nations Security Coordinator for international personnel in a particular country operation. The costs will be borne by UNHCR.

Relocation, Evacuation and related claims and entitlements

5.8 In the event of authorised temporary relocation or evacuation for security reasons, entitlements payable to international UN Volunteers and their authorised accompanying dependants will be borne by UNV.

5.9 The coverage of approved claims for loss or damage of personal effects submitted by international UN Volunteers, as a direct result of an emergency situation resulting from war, civil unrest/commotion or natural disaster in an operational area, shall be charged to UNHCR. All such claims will be processed in accordance with the pertinent provisions of the UNV Conditions of Service.

Article VI
Financial Arrangements

Project Symbol

6.1 All correspondence related to a specific country operation shall bear both project symbols designated by UNV (Atlas reference, e.g. 00023025) and UNHCR (full FMIS project code, e.g., 05/AB/AFG/RP/370, or MSRP reference e.g., Budget year "2005"/Cost Centre "33020"/Programme "370"). Upon the signing of LOUs each year, UNV shall update its global database with the new project symbols for serving UN Volunteers in the respective country of operation, based on UNHCR's information contained in the said LOUs.

Support Costs

6.2 For the administration of UN Volunteers, the amount equivalent to 10 per cent of all expenditures covered by the approved budget, excluding security related additional costs, as per the applicable LOU, will be charged and used by UNV, in accordance with UNDP/UNV regulations, rules and directives, for reimbursement of internal and external support services.

6.3 In cooperation with the designated UNV representative at UNDP, UNV shall ensure efficient administration of UN Volunteer entitlements at the country level, including monthly allowances at the beginning of each month. UNV shall inform UNHCR of any modification of such entitlements, through the focal point. The parties responsible for arranging various disbursements in conjunction with UN Volunteer deployments are specified in the standardised LOU format in Appendix I.

Payment Schedule and Reporting

6.4 **Charges against the Service Clearing Account (SCA)**: All costs incurred by UNV-HQs or UNDP Country Offices for the UN Volunteers serving under UNHCR projects will be debited to the Service Clearing Account.

6.5 **Advances from UNHCR to SCA** : UNHCR shall transfer, in advance on a bi-monthly basis, funds to UNDP-Treasury, based on estimated cash requirements to cover costs incurred by UNDP and UNV on behalf of UNHCR including costs for UN Volunteers, in accordance with the applicable LOU exchanged between UNDP and UNHCR locally. The funds transferred by UNHCR shall be recorded by UNDP-Treasury in the SCA pertaining to UNHCR.

6.6 **Financial Reporting** : UNDP/UNV shall report to UNHCR on the disbursements made by UNDP/UNV according to an agreed frequency and timeframe. Specific details of reporting arrangements shall be governed by the separate Memorandum of Understanding between UNHCR and UNDP on financial matters.

Adjustments in Volunteer Living Allowance

6.7 Where applicable, and in line with UNV Conditions of Service, UNV shall review the Volunteer Living Allowance (VLA). UNV shall promptly inform UNHCR of any changes (increase or decrease) in the VLA for a specific country operation, and advise of the effect this will have on the previously budgeted VLA proforma costs for that country. UNHCR shall confirm availability of additional funds as required, through an amendment to the applicable LOU or other formal communication.

Adjustments due to Hazardous Duty

6.8 When residential security measures or other exceptional measures for any specific operation, such as Hazardous Duty Station Supplement, are introduced during the course of an existing deployment which may have an upward budgetary impact on the existing budget provided in the applicable LOU, UNHCR shall confirm availability of additional funds, through an amendment to the applicable LOU or other formal communication.

Article VII
General Conditions, Entry into Force, Amendments, Termination and Settlement of Disputes

General conditions

7.1 The implementation of this MOU will be in compliance with the respective administrative and financial regulations, rules and procedures of the United Nations, and, to the extent not inconsistent therewith, those of UNDP and UNHCR, and shall be subject to the availability of funds.

7.2 Nothing in this MOU shall affect the relations of either Party to its Governing Body, nor the contractual relationship and administrative supervision of UNHCR and UNV to their operational partners.

7.3 The Parties shall consult with each other in respect of any matter that may arise in connection with the present agreement.

Entry into force

7.4 This MOU, including its Annexes and Appendix, shall enter into force upon signature by the Parties and will represent the entire agreement and understanding with respect to collaboration between the Parties.

Amendments

7.5 The MOU may be amended by written consent of the Parties. Each Party shall give full consideration to any proposal for an amendment made by the other Party. Any such amendment shall become an integral part of this MOU.

Termination

7.6 This MOU may be terminated by either Party by written notice to the other and shall terminate 90 days after receipt of such notice. However, ongoing activities and commitments will not be affected by the termination, unless the Parties agree otherwise.

Settlement of Disputes

7.7 Any relevant question not governed by this MOU, any controversy or dispute which may arise between the Parties concerning the interpretation or application of this MOU, or any breach thereof, shall be settled amicably through negotiations between the Parties.

IN WITNESS WHEREOF, the respective representatives of UNV and UNHCR have signed the present Memorandum of Understanding.


DONE in Geneva, this 18th day of October in the year 2005 in the English language.

**On behalf of the
United Nations Volunteers**

**On behalf of the
Office of the United Nations
High Commissioner for Refugees**



**Kemal Dervis
Administrator
United Nations Development Programme**



**Antonio Guterres
United Nations High Commissioner
for Refugees**

Date:
18 - 10 - 05

Date:
18 - 10 - 05

Place :
Geneva

Place :
Geneva

Annex I: UNV Contract documents

Pledge of Commitment Form
UNV Form VC 2-3/Rev.1

UNITED NATIONS

NATIONS UNIES



UNITED NATIONS
GENEVA

PLEDGE OF COMMITMENT
OF
UNITED NATIONS VOLUNTEERS

I pledge to exercise with dedication, discretion and conscience such duties as shall be entrusted to and undertaken by me as a United Nations Volunteer, to comport myself in accordance with the standards of conduct of United Nations Volunteers, to work for social and economic development of the country of assignment in accordance with the principle of the United Nations Charter and not to seek or accept instructions in regard to the performance of duties from any authority external to the United Nations System with the exception of work related instructions from the specific host Government authority to which I may be attached.

Signature

Date

Place

A handwritten signature in black ink, appearing to be 'L. B.' or similar, written over a horizontal line.

LETTER OF COMMITMENT

Dear Mr/Ms (*Name of the Volunteer*),

1. It is with great pleasure that I welcome you as a UNITED NATIONS VOLUNTEER. You have been accepted to serve in (*Country of assignment*) assigned to (*Post Number and Title*) under (*project number*) which is being implemented by (*Name of the agency*).
2. The effective date of engagement is (*Date of Arrival*) , which is your date of arrival in (*Name of the country*). Your engagement will last (*number of months*). Any curtailment or extension of this term may be arranged in accordance with the needs of the project and as per UNV Conditions of Service.
3. A description of the tasks to which you are assigned is attached. It is understood that in the performance of your duties you will work under the overall professional supervision and control of the official mentioned in the job description.
4. While you are within the country of assignment you will be under the administrative authority of the Representative of the United Nations Development Programme (UNDP).
5. Your UNV Assignment is solely governed by UNV Conditions of Service, a copy of which has already been shared with you. We trust that they are understood and acceptable to you.
6. All your entitlements, both external (assignment and repatriation) and in-country, were out-lined in "Assignment Compact" sent to you by the UNV HQs.
7. To confirm your dedication to the principles of the United Nations Charter and the goals of the United Nations Volunteers, please sign the attached pledge.
8. You confirm, by signing this Letter of Commitment, that you will strictly abide by the Code of Conduct, as outlined in the UNV Conditions of Service manual.

Mr/Ms (*Name of the Volunteer*)
UN Volunteer
UNDP
(*Country of Assignment*)

9. Kindly sign and return to me the original of this letter as evidence of your acceptance of the terms of your engagement and UNV Conditions of Service, together with the signed pledge.

10. With appreciation for your services and with best wishes for success in your assignment.

Yours sincerely,

Date

*(Name of the Resident Representative
UNDP, Name of Country Office)*
On Behalf of the
Executive Coordinator
United Nations Volunteers

TO: Executive Co-ordinator
United Nations Volunteers
Postfach - 260111
D-53153 Bonn
Germany

I hereby accept the engagement to serve as a United Nations Volunteer in accordance with the terms of your Letter of Commitment and subject to the Code of Conduct and Conditions of Service of United Nations Volunteers.

Date

Signature of Volunteer

Name of Volunteer: Mr/Ms (.....)

Project Symbol:

In accordance with the Conditions of Service of United Nations Volunteers, the following allowances will be paid :

Volunteer Allowance: US\$..... (per month)

One time Settling-in-Grant: US\$

Allowance for official travel within the country of assignment: 100% UNDSA (As per Standard UNDP procedures)

The above are subject to change during the course of the UN Volunteer assignment and result in either upward or downward movement in the rates, in accordance with the UNV Conditions of Service

Certifying Officer:.....

Date :

Annex II: UNV Undertakings

International UN Volunteers

1. I, the undersigned, hereby undertake to work to assist in the implementation of the operations of the United Nations High Commissioner for Refugees (UNHCR) in [...], having been put at the disposal of UNHCR by UNV pursuant to, and in accordance with the terms of the Memorandum of Understanding between UNHCR and UNV, dated

2. I understand that I shall not be considered in any respect as being an official or staff member of UNHCR or the United Nations but that I shall remain an employee of UNV. I further understand that, for the duration of my deployment in the country and in the performance of my duties, I will only be accorded the same privileges and immunities enjoyed by UN Officials if provided for under international agreements to which the Government of the said country is a party, in particular a UNDP Standard Basic Assistance Agreement (SBAA).

3. I shall refrain from any conduct which may adversely reflect on UNHCR and/or the United Nations, my status as a UN Volunteer deployed to UNHCR, or on the integrity, independence and impartiality which are required by that status, and shall not engage in any activity that is incompatible with the aims and objectives of UNHCR and the United Nations or the exercise of my functions.

4. I further undertake as follows:

(a) I shall perform my functions in full compliance with the instructions issued by UNHCR and under the general supervision and control of the UNHCR [.....(*insert functional title(s) of supervisor(s)*)].

(b) I shall not seek nor accept instructions regarding my functions from any Government or from any authority external to UNHCR.

(c) I shall exercise the utmost discretion in all matters relating to my functions and shall not communicate, at any time, without the authorisation of UNHCR, to the media or to any institution, person, Government or other authority external to UNHCR, any information that has not been made public, and which has become known to me by reason of my functions. I shall not use any such information without the authorisation of UNHCR and in any event, such information shall not be used for personal gain. I am aware that these obligations do not lapse upon termination of my functions under the Memorandum of Understanding referred to in paragraph 1 above.



5. During the entire period of my deployment to UNHCR's operation, I shall comply with all rules, regulations, instructions, procedures, orders or directives given by UNHCR or the United Nations, and take necessary measures to prevent the occurrence of any abuse of any privileges or facilities accorded to me.

6. I understand that non-compliance on my part with any of the above obligations during the performance of my functions may result in my immediate repatriation.

Name printed in block letters:

Date:.....

Place:.....

National UN Volunteers

1. I, the undersigned, hereby undertake to work to assist in the implementation of the operations of the United Nations High Commissioner for Refugees (UNHCR) in [...], having been put at the disposal of UNHCR by UNV pursuant to, and in accordance with the terms of the Memorandum of Understanding between UNHCR and UNV, dated

2. I understand that I shall not be considered in any respect as being an official or staff member of UNHCR or the United Nations but that I shall remain an employee of UNV. I further understand that as a national UN Volunteer I am accorded privileges and immunities only on the condition that an agreement between the host Government and UNV or UNDP is applicable in this regard.

3. I shall refrain from any conduct which may adversely reflect on UNHCR and/or the United Nations, my status as a UN Volunteer deployed to UNHCR, or on the integrity, independence and impartiality which are required by that status, and shall not engage in any activity that is incompatible with the aims and objectives of UNHCR and the United Nations or the exercise of my functions.

4. I further undertake as follows:

(a) I shall perform my functions in full compliance with the instructions issued by UNHCR and under the general supervision and control of the UNHCR [.....(*insert functional title(s) of supervisor(s)*)].

(b) I shall not seek nor accept instructions regarding my functions from any Government or from any authority external to UNHCR.

(c) I shall exercise the utmost discretion in all matters relating to my functions and shall not communicate, at any time, without the authorisation of UNHCR, to the media or to any institution, person, Government or other authority external to UNHCR, any information that has not been made public, and which has become known to me by reason of my functions. I shall not use any such information without the authorisation of UNHCR and in any event, such information shall not be used for personal gain. I am aware that these obligations do not lapse upon termination of my functions under the Memorandum of Understanding referred to in paragraph 1 above.

5. During the entire period of my deployment to UNHCR's operation, I shall comply with all rules, regulations, instructions, procedures, orders or directives given by UNHCR or the United Nations, and take necessary measures to prevent the occurrence of any abuse of any privileges or facilities accorded to me.

6. I understand that non-compliance on my part with any of the above obligations during the performance of my functions may result in my immediate repatriation.

Name printed in block letters:

Date:.....

Place:.....

UNHCR - UNHCR - UNHCR - UNHCR - UNHCR

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Code of Conduct & Explanatory Notes

Including the Secretary-General's
bulletin on special measures for
protection from sexual exploitation
and sexual abuse (ST/SGB/2003/13)

June 2004

Handwritten initials, possibly "26" and "G6", written in black ink. The characters are stylized and somewhat cursive.

UNHCR - UNHCR - UNHCR - UNHCR - UNHCR



UNHCR CODE OF CONDUCT

The UNHCR Code of Conduct is intended to serve as an illustrative guide for staff and other people working for - or otherwise associated with - UNHCR to make ethical decisions in their professional lives and, at times, in their private lives.

It is a moral code that does not have the force of law. It is designed to assist staff and other people working for or otherwise associated with UNHCR to better understand the obligations placed upon their conduct by the terms of their association with UNHCR.

I have read the UNHCR Code of Conduct and I understand that I am expected to live up to the standards of behavior described therein.

I have also read, and accept to be bound by, the standards of conduct contained in ST/SGB/2003/13 on "*Special Measures for Protection from Sexual Exploitation and Sexual Abuse*".

Name:

Functional Title:

Current Duty Station:

Date:

Signature: _____

This form must be returned to your respective Administrative Officer or Human Resources Assistant in order to be placed on file.

For further information or queries on the UNHCR Code of Conduct, email: hqcc01@unhcr.ch

A handwritten signature in black ink, appearing to be 'B) Pd'.

Annex III: Code of Conduct

(Separately provided in PDF format)

Appendix I : Model Letter of Understanding

Notre/Our code: **UNHCR Sub-Project** [**/**/**/**/**/**](sub-project symbol/MSRP code)]

[Date]

United Nations Volunteers (UN Volunteers) Deployment in UNHCR Programmes in [Country]

1. On the understanding that the objectives of this sub-project, as outlined in the attached Sub-Project Description (*Annex A*), are in line with the philosophy and mandate of the United Nations Volunteers (hereafter referred to as "UNV"), the Office of the United Nations High Commissioner for Refugees in [Country] (hereafter referred to as "UNHCR") hereby proposes to UNV to be associated in the implementation of the above-mentioned Programmes. Within the context of this association, UNV will provide, during [year], the services of up to [number] UN Volunteers as per *Annex C* (List of UN Volunteers' names, duty stations, functional titles, expected period of services).^{*1}
2. The UN Volunteers, in performing their substantive duties, will be technically and logistically supported and supervised by UNHCR Country Office in [Town, Country]. The UNDP Resident Representative, who represents UNV Programme in [Country], will, however, assume overall responsibility for the UN Volunteers as well as provide the necessary administrative support.
3. "Periodic Reports" prepared by the UN Volunteers in accordance with UNV procedures, and its "Supervisor's Pages" in particular, will be copied to UNHCR Headquarters in Geneva. Similarly, any substantive periodic reports on the project activities covering the UN Volunteers' inputs, performance, etc. prepared by UNHCR will be copied to UNV Headquarters. Furthermore, UNHCR may require the UN Volunteers to prepare technical reports as appropriate.
4. In consideration of the above undertaking by UNV, and in the absence of other sources of funding, UNHCR will make available an amount of USD [amount in US dollars], **which includes 10% overhead charges**, to this sub-project in accordance with the Budget attached hereto as *Annex B* based on the Proforma provided by UNDP/UNV. Only those expenditures for which provision has specifically been made in the Budget shall be charged to this sub-project.
5. The sub-project shall commence on [date] and shall terminate on [date]. Both UNV Headquarters' direct expenses^{\$1} and field expenses incurred by UNDP^{\$2} [Town, Country] on behalf of UNV will be charged against the advance provided by UNHCR to UNDP Treasury. Periodic expenditure reports will be provided to UNHCR Headquarters and will clearly mention, inter alia, the sub-project symbol and the names of the relevant UN Volunteers, as per information provided in *Annex C*. UNV will inform UNHCR, as soon as possible, should it become apparent that funds exceeding the allocation of USD [amount] would be required to implement this sub-project. It must be noted that, within the allocated funding, a portion of the expenditure is directly disbursed by UNHCR^{\$3} in [Country Office/Town].

^{*1} Note: In case of new/additional deployment after signing of this LOU, a revised list of serving UN Volunteers should be issued in the form of an addendum at two occasions annually (at the time of Annual Programme Interim Report – beginning of August – and at the end of the year) and shared with UNV-UNDP/Regional Bureaux/UNV Focal Point.
See also Para 8. below

The budget, which is allocated to this sub-project, will include the following components:

Arrangement of Payment	Component (the composition of components vary between the case of International and National UN Volunteers)	Category
UNV HQs, Bonn	Assignment travel / shipment / stop-over DSA, Pre-departure expenses, Resettlement Allowance (RSA), Health & Life Insurance, etc	External Costs ^{\$1}
	UNV HQs 10% Overhead charge (Same for International and National UN Volunteers)	In-Country & External Costs
UNDP [Location]	SIG-Plus, Volunteer Living Allowance (VLA), Sundry (including Medevac), Language Training*, Hazard Duty Station Supplement*, Home Visit* etc (* if applicable)	In-Country Costs ^{\$2}
UNHCR [Location]	In-Country Travel / DSA when official missions are undertaken/ MARS-VARI	In-Country Costs ^{\$3}

6. Incurring, recording, reporting and auditing of the expenditures for this sub-project shall be subject to the UNDP/UNV financial regulations, rules and practices as applicable to project budgets financed from other extra-budgetary resources. According to these financial rules, regulations and practices, UNV shall collect and keep readily accessible such financial information and documentation to which it has access on the progress and implementation of the sub-project and the use made of UNHCR's contribution.

7. UNV Headquarters will arrange coverage for health and life insurance for the UN Volunteers deployed under this sub-project in accordance with applicable UNV rules.^{*2}

8. During the period covered by this sub-project, if it is considered advisable to revise or change any terms of this letter and/or its Annexes, then such revision or change shall only be made with the written consent of the Parties hereto.

9. All correspondence related to the project shall bear the sub-project symbol :
[sub-project symbol / MSRP code]

10. I would appreciate UNV agreeing to the terms of this letter and its attached Annexes by signing below on two originals and returning one original to UNHCR.

Sincerely yours,
[Name]
[Title]
[Place]

On behalf of UNV, I hereby agree to the terms of the above letter and its attached Annexes:

Signature: _____
Name: _____
Title: _____
Place: _____
Date: _____

^{*2} Note: No local arrangement should be made for health and life insurance for UN Volunteers as they are covered under a global premium arranged by UNV HQs, unless there is a specific instruction from UNV HQs.

Appendix II: Specific Terms for Emergency Deployment

1. Indicative Time-frames for Emergency Mobilization

In the case of emergency deployment of UN Volunteers requested by UNHCR through EPRS, UNV shall be prepared to submit, within 72 hours (3 days) from the receipt of the request, CVs of UN Volunteer candidates whose immediate availability has been confirmed. Upon receipt, UNHCR shall select suitable candidate(s) and communicate its decision within 7 days.

2. Priority Profile of UN Volunteer Candidates for Emergency Deployment

UNV agrees to maintain an emergency standby roster of candidates in the following functional categories typically required for UNHCR's emergency operations:

- Field Officer
- Protection Officer
- Logistics Officer
- Repatriation Officer
- Community Service Officer
- Reporting Officer
- Public Health Officer
- Civil Engineer (Water/Sanitation and Shelter)

3. Personal Attributes Requirement

UN Volunteer candidates proposed for UNHCR's emergency deployment by UNV shall have the required attributes such as maturity, cultural sensitivity, adaptability, ability to work in a team, ability to work under difficult climatic and geographical conditions, and flexibility to work under emergency conditions where demands are constantly changing.

4. Other Priority Criteria for Candidates for Emergency Deployment

Particularly in emergency deployment, the Parties agree that UNV will give priority to candidates who have prior experience working with UNHCR.

