**Partner Personnel Services Agreement**

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# **1. Purpose and Introduction**

1. Purpose

This policy sets out the nature and purpose of the Partner Personnel Services Agreement (PPSA), as well as the respective roles and responsibilities of the parties, when UNDP engages non-staff personnel through the Personnel Service Agreement, as a service to its client UN entities.

1. Introduction
	1. PPSA is a contractual modality through which UNDP may engage and administer non-staff personnel contacts for an on behalf of client UN entities - ‘the Partner’ for the purposes of this policy.

* 1. By way of background, UNDP may engage personnel under the following scenarios:
		1. For its own needs;
		2. As a service to an eligible entity further to the Financial Regulations and Rules, i.e., either to a UN entity as agency services, or to the implementing partner of a UNDP project, to enable the entity to carry out its development needs or the needs of the project, respectively. If the contract for a UN entity is issued in UNDP’s name, and in the case of contracts issued for implementing partners, UNDP is accountable and responsible under the contract with the individual engaged, and the individual is supervised by and ultimately responsible to UNDP; OR
		3. Where UNDP engages personnel as a service to a Partner and the contract is issued by UNDP on behalf of the named UN Partner, the personnel concerned are considered the personnel of the Partner (“Partner Personnel”). The Partner Personnel and their work are under the full and direct responsibility, supervision and control of the Partner. UNDP shall provide the Partner with an administrative service as described below.
	2. In the case of 1.B.b.iii the personnel are considered the personnel of the Partner (“Partner Personnel”) and are covered by this policy.
	3. In the case of Partner Personnel, UNDP may act solely as a contracting agent through facilitating the engagement of individual(s) for the Partner. The PPSA shall specify the name of the Partner and the nature of the relationship between the Partner and the Partner Personnel engaged thereunder.

# **2. Criteria for Partner Personnel**

1. For personnel to be considered Partner Personnel under this Policy, all four of the criteria specified (1), (2), (3), and (4) below must be met:
	1. The Partner must be a UN entity.
	2. The PPSA entered into by UNDP with the personnel on behalf of the Partner must contain a provision stating that UNDP is acting as an agent of the Partner, that the contract is issued on behalf of the Partner, and that all contractual rights and responsibilities are with the Partner.
	3. An agreement between UNDP and the Partner must exist in the form of an SLA or any other format as directed by UNDP, (the “Partner Agreement”), in order for UNDP to issue PPSAs for the Partner. The SLA or such other agreement as corporately required by UNDP, will contain, among other things, provisions stating that: UNDP is acting solely as an agent of the Partner and, except on matters related to the administration of the contract as per the responsibilities outlined in the annex for UNDP, UNDP neither retains nor accepts any with no liability for contractual actions or claims raised by the Partner Personnel; the Partner will assume all responsibility for investigating any allegations of wrongdoing raised by Partner Personnel, including protection of the Partner Personnel against retaliation for having raised such allegations of wrongdoing; Partner will also indemnify and hold harmless UNDP in the case of any suit, claim or demand against UNDP brought by the individual(s) contracted by UNDP under PSA for the Partner; notwithstanding such assumption of responsibility and indemnification/hold harmless, the Partner must agree to cooperate with UNDP as requested in respect of any claim or demand, including ethics related issues, raised by the individual(s) so contracted by UNDP on the Partner’s behalf.”

Thereafter, specific requests for the issuance of a PPSA will be made by a Request for PPSA from the Partner’s authorized representative, to the UNDP business unit that will be issuing the PPSA, further to Annex 2.

* 1. The Partner Personnel concerned may not hold a UNDP Delegation of Authority.

# **3. Administration**

1. *Selection of Candidates*

UNDP may issue a PPSA to an individual at the request of a Partner following either of the following selection processes:

* 1. *Pre-selection bv the Partner*

Pre-selection is a common method for contracting candidates to deliver services under a specific TOR and identifying the best available candidate. In this case, the Partner selects the candidate following its own internal processes and requests UNDP to issue the PPSA.

The Partner must provide confirmation that the selection conforms with the Partner’s corporate procedures in the form of a ‘Pre-selection Letter’ (see annex 3 to this policy).

* 1. *UNDP-supported Selections*

UNDP may provide various forms of administrative support to Partners in the selection process. This is considered “Additional Services” as defined below.

The Partner must provide confirmation of acceptance of the selection outcome (see annex 4 to this policy).

The following summarizes the processes described in (a) and (b) above, and the options under (b):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Recruitment process: | Assessment of candidates: | Decision: | Contract issuance / administration: |
| (a)Pre-selection by the Partner | * By Partner

And | * By Partner
 | * The selection decision must always be made by the Partner
* The Partner must specify the name of the selected candidate in the applicable letter contained in Annex 3 or 4 (individually or as a list)
 | * By UNDP
 |
| (b)UNDP supported Selections | * By Partner

or * by UNDP following UNDP practice
 | * By Partner

or * by UNDP following UNDP assessment policies

And/Or | * By UNDP
 |

1. *Internal Administration*

UNDP’s role with respect to PPSAs is limited to processing and issuing the contract and processing the payments of fees and other benefits and entitlements set out in the PPSA, further to the Partner Agreement. The Partner is responsible for internal administration issues and personnel management, such as fee/level setting, travel arrangements, leave administration and performance management.

However, at the Partner’s request and agreement on the cost recovery fee to be charged as set forth in the Partner Agreement or otherwise as agreed on in writing, UNDP may provide administrative and logistical support to the Partner in relation to these services and other functions for which the Partner is responsible, (“Additional Services”).

1. *No Access to UNDP systems*

Partner Personnel may not have access to UNDP systems such as UNDP email, UNDP Intranet, UNDP ERP system and UNDP ID cards, unless this is specifically provided for in the Partner Agreement.

1. *Security*

ThePartner is responsible for reporting the Partner Personnel as its own personnel to bodies such as UNDSS, at both headquarters and the country level, and to UNCT and other bodies that rely on UN agency personnel counts.

1. *Medical Evacuation*

The Partner is responsible for ensuring medical evacuations of the Partner Personnel in case of need. The Partner may request, as an additional service (see paragraph G below), logistical support from UNDP in arranging the medical evacuation.

1. *Disputes, Investigations, Financial disclosure and Declaration of interest, Protection against Retaliation, etc*

The Partner is responsible for managing disputes, financial disclosure and declarations of interest, investigations, Protection against Retaliation and actions taken further to an investigation in accordance with the terms of the contract in respect of the Partner Personnel. UNDP will be indemnified and held harmless against any claims brought against it by Partner Personnel. Before a Partner Agreement is signed with any of the foregoing being provided as a possible Additional Service (see point G, below), the Business Unit signing such Partner Agreement must consult with the UNDP substantive unit responsible for the foregoing services (Ethics Office, for protection against retaliation claims; OAI for investigations; LO for any contractual actions to be taken following an investigation conducted by OAI) to ensure such unit’s(s’) agreement to offering such services.

1. *Other Additional Services*

At the request of the Partner, UNDP may provide some or all of the administrative services with respect to the items set out in sub-paragraphs 3.C, 3.D, and 3.E and 3.F (except with respect to any claim of dispute brought directly against the Partner, including, but not limited to, a claim by the Partner Personnel seeking protection against retaliation), above, as well as with respect to support in the selection process, and other ad hoc services as may be agreed between UNDP and the Partner with respect to the PPSA issued by UNDP. In this regard, UNDP may provide facilitative, administrative and logistical support to the Partner in relation to these functions for which the Partner is responsible, (“Additional Services”). In such cases, the Partner’s agreement on the cost recovery fee, consistent with UNDP’s cost recovery business model, and to be charged as set forth in the Partner Agreement or otherwise agreed in writing, must be obtained before the such Additional Services are provided.

1. The PPSA allows Partners to set the adequate functional levels, pay levels and amounts, as well as the benefits packages of Partner Personnel. The Partner must make any such requests through its authorized representative, who must hold adequate levels of authority to assume the responsibility and any possible associated risks with the levels of pay and benefits package. Such standards may be set at the corporate levels applicable to all personnel administered on behalf of the Partner, if a global agreement exists between the Partner and UNDP, or at the country/project level if no global agreement exists or if the global agreement does not limit such requests to be carried at the country/project level.
2. At the Partner’s request, UNDP may assist it in advising on appropriate levels of pay, as well as determining benefit packages to be applied to Partner Personnel. However, responsibility for determination of salary and benefits rests with the Partner. Prior to concluding any agreement, UNDP will draw the attention to partners on the minimum standards of duty of care, pay levels and minimum coverage expected towards the partner personnel. UNDP may also extend to the Partner the standards of benefits and entitlements, as well as remuneration packages applied by UNDP as a reference to be applied. However, the responsibility on the final standards to be applied rests with the partner and not with UNDP.
3. UNDP will, as part of its services in the context of this policy, make available a menu of benefits negotiated by UNDP with service providers which Partners can access.

# **4. Relationship between Partner Personnel and UNDP Pricing Policy**

1. With regards to UNDP pricing, Partner Personnel are not considered UNDP personnel and thus the applicable cost for “Non-Personnel” should be charged.
2. The issuance and administration of PPSAs must be consistent with the UNDP cost recovery business model (see paragraph 6 below).

# **5. Authority to enter into Partner Agreement and authority to issue contracts to Partner Personnel within UNDP**

1. A Partner Agreement may be signed by the Head of a Business Unit within UNDP without the prior written approval of the BMS Director, provided that all conditions set out in this policy, and the standard templates issued further to this Policy, are fully complied with.
2. PPSAs may only be issued and administered by the GSSU. Exceptions to that may only be approved by the BMS Director or his/her delegate.

# **6. Fees and Pricing**

1. UNDP will apply the following pricing for PPSA administration, for the basic services stated under the responsibility of UNDP in the table of roles and responsibilities (Annex 3). Any Additional Services shall be costed and priced in addition.
	1. Cost of functions directly supporting the administration are comprised of the following, per 400 PSAs:
* 100% of an ICSC 5 Assistant ‘A’
* 50% of an ICSC 7 Associate ‘B’
* 10% of an ICSC 10 Officer (P3) ‘C’
* 5% of an ICSC 12 Chief (P5) ‘D’

*Sub-Total 1 ‘E’*

* 25% GOE on E ‘F’

*Sub-Total 2 ‘G’*

* GMS 8% of G ‘H’
* RF 5% of G ‘I’

*Total Direct Staff Costs ‘J’*

* Cost of payroll ‘K’

*Total Direct Costs ‘L’*

* 1. Indirect cost to cover the corporate backbone support applies to the total delivery of the project (net of hardship pay and net of costs under ‘a’; but includes remuneration, additional services and coverages requested by the partner, medical insurances, death and disability, Malicious Act Insurance Policy (MAIP) and any other additional benefits paid by UNDP on behalf of the partner:
* GMS at 4% (net of ‘L’) ‘M’ (>1,200 global contracts

for the specific partner)

* GMS at 5% (net of ‘L’) ‘M’ (<1,200)

Total applicable Cost = L + M

UNDP may also wish to apply a standard cost recovery percentage instead of a dollar figure not below the total applicable price derived from the above, for simplicity vis-à-vis the partner proposal, and for internal distribution accordingly, should the partner request that.

# **7. Transitional Measures**

UNDP will inform Partners of the date of entry into force of this policy. Any SLA or other service agreement with Partners for the provision of non-staff personnel contracts, must be replaced with the Partner Agreement for the provision of PPSAs no later than 31 December 2022. No new SC or IC contracts that would otherwise fall under the PPSA policy, may be issued for Partners after that date.

# **Annex 1 – Matrix of Roles and Responsibilities**

Respective Roles and Responsibilities of the Parties with Descriptions of Services

1. Objective

UNDP Services shall include the activities listed in the below Matrix of Respective Roles and Responsibilities of the Parties.

2. Management Arrangement

When requesting UNDP’s services the requesting PARTNER unit shall provide the following documents to UNDP:

- Request for Services to UNDP

- Budget for the expected all duration of the PPSAs requested to be issued

- CV or Personal History Form (P.11) for the individuals to be issued a PPSA

PARTNER is responsible for monitoring the effective use of the PPSA(s) in compliance with relevant rules, regulations and agreements.

UNDP will make available to PARTNER job data information on PPSAs working for PARTNER in electronic formats as agreed between both parties.

3. Matrix of Respective Roles and Responsibilities of the Parties with List of Services

| Service | Responsibility |
| --- | --- |
|  | PPSA Holder | PARTNER | UNDP |
| PPSA Terms of Reference |   | x(develop) | x(depository) |
| UNDP PPSA request memorandum  |   | x |   |
| Budget for the PPSAs to be issued |   | x |   |
| Personal History Form (P.11) or CV | x(complete) | x(depository) | x(send the form to the candidate) |
| Fee levels |   | x | x(provide advice)  |
| Advertisement of PPSA ‘position’ |   | x |   |
| Selection process |   | x(as per PARTNER procedures) |   |
| Reference Checks (including employment history and educational records) |   | x |   |
| Background check against UN 1267, SEA, UNDP list of sanctioned/debarred vendors |  |  | x |
| Letter of Offer |   |   | x(issue and send to candidate) |
| Vendor Form |  x(complete the form) |   | x(send form to candidate) |
| Beneficiary Form |  x(complete the form) |  | x(send form to candidate) |
| PARTNER Code of Conduct (CoC) |  x(sign the CoC) |   | x(verify/ depository) |
| Confidentiality of Information form | x(sign the form)  |   | x(verify/ depository) |
| Disclosure of personal assets (when relevant: e.g. procurement) | x(provide information) | x(implement if required) |  |
| Certificate of Good Health | x(obtain from medical doctor) |  | x(verify/ depository) |
| Vaccinations | x |   | x (optional at cost) |
| Medical coverage (including issuance of insurance cards) |   |   | x(ensure timely coverage) |
| Medical coverage for dependents | x(optional and at own cost) |  | x(propose optional participation) |
| Additional optional coverages | x(optional and at own cost) |  | x(propose optional participation) |
| Issuance and administration of PPSA Contract |   |   | x |
| Induction / Standard Information Package |   |   | x(if provided by partner) |
| Business cards (where applicable) |   | x |   |
| E-mail address |   | x |   |
| Provide access to PARTNER Intranet and ERP (limited access) |  | x |  |
| Mandatory PARTNER trainings (such as BSAFE, Prevention of Harassment, HIV/AIDS Awareness) | x(complete all tests as per PARTNER procedures) | x(provide access to PARTNER online platform) | x(depository of certificates) |
| Supervision of PPSA |   | x |   |
| Leave monitoring |   | x |   |
| Leave administration |  |  x | x(keep balances on file, on the basis of PARTNER’s leave records) |
| Payment of PPSA fees / Pay slips / Payroll Information |   |   | x |
| Issuance of PPSA fee attestations / Certificates of Employment |   |   | x |
| Taxation | x |  |  |
| Performance evaluation |   | x(evaluate)  | x(depository) |
| Issuance of UN Certificate (when applic.) |   |   | x |
| Travel authorization (PT.8/TA) for missions | x (traveler duty to fill it in)  | x |  |
| Mission Travel Insurance / Visas (where necessary) |   | x(issue PT.8) | x(provide Visa Support Letter))  |
| Processing of UNDSS Security clearance (via online TRIP system) | x |   | x(verify) |
| Issuance of UN badge / ID card |   | x |   |
| Insurance for malicious acts and service-incurred injuries |   |   | x |
| Medical evacuation |   |  x | x (may facilitate at cost) |
| UNDSS reporting and Security relocation | x(adhere to UNDSS procedures) | x | x (may facilitate at cost)  |
| General advice to PARTNER |   |   | x |
| General advice to PPSA (regarding contractual matters and entitlements) |   |  | x |
| Grievances |   | x |   |
| Investigation |   | x(carry out) | x(implement recommendations)  |
| Protection against Retaliation |  | x |  |
| Liabilities resulting from PPSA Holders‘ performance or service |   | x |   |
| Budget / Installments |   | x | x  |
| Financial reporting  |   |   | x |
| Repository of the SLAs and PPSA files |   | x | x |
| Initial Travel Arrangements |  |  | x |
| Partner satisfaction surveys  |   | x(PARTNER to request)  | x |

# **Annex 2 – Request for Services**

REQUEST FOR SERVICES

Request No:                                                                    Date:

RE: PARTNER-UNDP HR SUPPORT SERVICES AGREEMENT

Dear [insert name of the responsible UNDP official],

1. PARTNER hereby submits this Request for Services (hereinafter referred to as “Request”) pursuant to the PARTNER-UNDP HR Support Services Agreement of [insert date] (hereinafter referred to as the "Agreement") between PARTNER and UNDP, the provisions of which shall apply to this Request.
2. Please find attached

the names, titles, terms of reference, vendor forms, and budget and fee details of the individuals to be contracted under PPSA we request UNDP to engage.

OR

the Terms of Reference, titles, budget (including the PPSA fees) of the individuals PARTNER requests UNDP to hire under PPSA.

1. For the purposes of implementing the Services, PARTNER shall make available USD [insert amount in numbers] ([insert amount in words] United States Dollars) in accordance with the budget attached hereto. Only those expenditures for which provision has specifically been made in writing shall be made by UNDP. The total sum made available to UNDP under this Request includes UNDP’s direct and indirect costs.
2. The Services shall commence on [date] or upon receipt by UNDP of the first instalment from PARTNER, whichever comes later.
3. If, during the period covered by this Request, it is considered advisable to revise or vary any terms of this Request, then such a revision or variation shall only be made with the written consent of the Parties hereto.
4. PARTNER confirms that when pre-selecting personnel pursuant to this Request, it has complied with its applicable internal practices. PARTNER also recognizes that since pre-selection is outside of UNDP’s control, UNDP shall not be accountable, or otherwise carry any liability for the performance of these personnel except for those related to contract administration.

Yours sincerely,

 [*name, title*]

 PARTNER

Agreed on behalf of UNDP:

[*name, title*]

Date: \_\_

**Annex 3 – Pre-selection letter template**

[Addressed to UNDP BU that signed the Partner Agreement]

PARTNER hereby requests UNDP to issue a PPSA, in accordance with the [Partner Agreement between UNDP and [PARTNER] dated XXXX, to the following individuals identified and selected by PARTNER, to be contracted by UNDP on PPSA :

1. [Name], [Position], [Budget]
2. [Name], [Position], [Budget]

(the “pre-selected candidate(s)”).

PARTNER confirms that, in selecting the above individuals, it has complied with its applicable internal rules, regulations and procedures.

Furthermore, since the pre-selection is outside UNDP’s control, PARTNER recognizes and agrees that UNDP shall not be accountable, or otherwise carry any liability, for the performance of the pre-selected individuals.

PARTNER acknowledges and agrees that UNDP will conduct due diligence checks on the pre-selected candidates prior to issuing PPSA(s) to such pre-selected candidate(s), and reserves the right to refuse to issue and/or administer contracts if the pre-selected candidate(s) fails the due diligence checks.

Signed:

On behalf of PARTNER:

Signed:
On behalf of UNDP:

# **Annex 4 – Letter template for UNDP-supported selections for Partner Personnel projects (for cases where the recruitment is conducted following UNDP practice)**

[Addressed to UNDP BU that signed the Partner Agreement]

PARTNER hereby requests UNDP to issue a PPSA, in accordance with the [Partner Agreement between UNDP and [PARTNER] to communicate its selection of the following personnel to be contracted by UNDP on PPSA further to the [SLA] between the Parties dated [xxxx]:

1. [Name], [Position], [Budget]

2. [Name], [Position], [Budget]

PARTNER acknowledges that UNDP has confirmed that the selection process undertaken to identify the above individuals has been conducted by UNDP in accordance with UNDP’s internal practice. PARTNER has relied on the selection process conducted by UNDP in confirming the selection of the above individual(s) to be issued a PPSA by UNDP on behalf of the PARTNER. PARTNER recognizes and agrees that UNDP shall not be accountable, or otherwise carry any liability, for the performance of the selected individuals.

PARTNER acknowledges and agrees that UNDP will conduct due diligence checks on the pre-selected candidates prior to issuing PPSA(s) to such pre-selected candidate(s), and reserves the right to refuse to issue and/or administer contracts of candidate(s) that fails the due diligence checks

Signed:

On behalf of PARTNER:

Signed:
On behalf of UNDP: