**PORTFOLIO**

Document TEMPLATE

**Please use the**

[Document GUIDANCE](https://popp.undp.org/node/21831)

**for instructions on how to complete this document.**

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December 19, 2023

**PORTFOLIO DOCUMENT**

**[Country name, or Global/Regional Portfolio]**

**Portfolio Title**:

**Portfolio Number:**

**Start Date:** **End Date:** **PAC Meeting date:**

|  |
| --- |
| **Summary Description** (500 characters limit) |
| * *One sentence description of the intent of the portfolio.* * *Describe the rationale for a portfolio; why is a portfolio the best option.* * *Briefly outline the partnership arrangements of the portfolio.* |

**PORTFOLIO OVERVIEW**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Contributing UNSDCF/CPD or RPD or SP Outcome(s):  Deliver Portfolio Output(s): |  | **Total resources required:** |  | |
|  | **Total resources allocated:** |  | |
|  | **UNDP TRAC:** |  |
|  | **Donor 1:** |  |
|  | **Donor 2:** |  |
|  | **Government:** |  |
|  | **In-Kind:** |  |
|  | **Unfunded:** |  | |

|  |  |
| --- | --- |
| **Strategic Partners**  Implementing Partner(s) *Name of Organizations*  *Name Organization*  UNDP : *Name Country Office*  ***SIGNATORIES[[1]](#footnote-2)*** | |
| **Implementing Partner(s) per Multiyear Work Plan (MYWP) 1**  *signature here*  **Print Name:**  **Date** | **Government Development Coordination Authority**  *signature here*  **Print Name:**  **Date** |
| **Implementing Partner for MYWP 2**  *signature here*  **Print Name:**  **Date** | **UNDP**  *signature here*  **Print Name:**  **Date** |
| **Implementing Partner for MYWP 3**  *signature here*  **Print Name:**  **Date** |

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| **1. Theory of Change** |
| This section presents a summary of the justification, the hypothesis, and underlying logic of portfolio design and outlines what UNDP (together with its partners) will do to address the development challenge(s).  It is divided into three discrete parts that work together to provide a comprehensive summary. |

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| --- |
| **Development Challenge** (500 characters limit)  *Summarize:*   * *the development challenge that the portfolio seeks to address.* * *how the challenge is relevant to national/regional/global development priorities of all participating national and international partners, as applicable.* |
|  |
| **Description of Change** (500 characters limit)  *Summarize:*   * *how the portfolio aims to contribute to the envisioned change.* * *how the portfolio might initiate, steward, and deliver change.* * *What are some key potential strategic risks and assumptions to be monitored?* |
|  |
| **UNDP portfolio contribution** (500 characters limit)  *Summarize:*   * *the portfolio’s contribution to the UNSDCF/CPD or RPD or SP as relevant.* * *how UNDP’s unique contribution to the challenge complements other initiatives in the same problem space.* * *key portfolio learning questions.* |

Please use Annex 8 “Theory of Change” for the full narrative and diagram (as needed).

**2.** **Portfolio Results Framework**

This section defines the portfolio’s expected results and how they help achieve UNSDCF/CPD outcomes or the Regional Programme Development outcomes of the SP outputs/outcomes[[2]](#footnote-3).

**PORTFOLIO RESULTS FRAMEWORK**

|  |  |
| --- | --- |
| **Portfolio Name :** | **Quantum Portfolio No. :** |

|  |  |  |
| --- | --- | --- |
| **Portfolio Intent**  *(What is the portfolio working towards; what is its “North Star” statement?)*  *max.100 characters* |  | **Portfolio Contribution to CPD**  *(incl. UNSCDF/CPD Outcome & CPD Output, to be updated as portfolio evolves)*  *max. 100 characters* |
|  |  |  |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Portfolio Results** | **Are we seeing progress, where and how?** | **Indicator** | **Baseline** | | **End Target** | | **Means of Verification** |
| **Value** | **Year** | **Value** | **Year** |
|  |  |  |  |  |  |  |  |
| **System Change:**  *(As observed in shifts that the Theory of Change has identified as keys to systemic transformation.)* | 1. **Shift (Output):** |  |  |  |  |  |  |
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|  |  |  |  |  |  |
| 1. **Shift (Output):** |  |  |  |  |  |  |
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|  |  |  |  |  |  |
| 1. **Shift (Output):** |  |  |  |  |  |  |
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| **Portfolio Momentum[[3]](#footnote-4):**  *(Underlying momentum on key dynamics central to the success of the portfolio.)* | 1. **Momentum:** |  |  |  |  |  | semi-annual Portfolio Momentum Report approved by the Portfolio Board |
|  |  |  |  |  |
|  |  |  |  |  |
| 1. **Momentum:** |  |  |  |  |  | semi-annual Portfolio Momentum Report approved by the Portfolio Board |
|  |  |  |  |  |
|  |  |  |  |  |
| 1. **Momentum:** |  |  |  |  |  | semi-annual Portfolio Momentum Report approved by the Portfolio Board |
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| **Portfolio Learning2:**  *(New know how instrumental to the success of the portfolio.)* | **In policy area** | semi-annual Portfolio Momentum Report approved by the Portfolio Board |  |  |  |  |  |
| **System transformation** | semi-annual Portfolio Momentum Report approved by the Portfolio Board |  |  |  |  |  |
| **Portfolio adaptation** | semi-annual Portfolio Momentum Report approved by the Portfolio Board |  |  |  |  |  |

**3. Monitoring, Evaluation & Learning**

This section outlines the monitoring, evaluation, and learning (MEL) processes applicable to the portfolio that help support real-time course correction and portfolio impact.

**MEL activities** (suggested)

The portfolio MEL process is structured around these key activities:

|  |  |  |
| --- | --- | --- |
| **Activity** | **Purpose**  **& summary** | **Expected**  **outcomes** |
| Sensemaking workshop  (1-3 days) | - Ensure the portfolio implementation is making progress towards its stated purpose.  - A structured strategic portfolio review in the context of other development interventions, as well as current country and regional or global development. The workshop builds pathways for reporting to track progress and support learning and recommendations. | * Track CPD/RPD/SP results progress * Track and update the Theory of Change * Track possible portfolio impact and UNDP’s contribution to it * Monitor & Manage Risks * Update Risk Register * Review & Course Correction * Update and populate Results Framework |
| Portfolio review  (2 - 4 hours) | - Ensure day-to-day activities are helping support the broader objectives.  - A multidisciplinary, semi structured portfolio review that provides an opportunity for a comprehensive discussion and evaluation of the work in progress. | * Track portfolio progress * Monitor & Manage Risk * Review & Course Correction |
| Team check-in  (1-2 hours) | - Ensure day-to-day operations are running smoothly.  - Informal daily meetings to ensure the team is doing well and that there is clarity on what is happening next. | * Monitor & Manage Risk * Review & Course Correction |
| Adaptation | - This activity is performed after all the above portfolio activities.  - To ensure that learnings translate to necessary portfolio changes, and that those changes happen transparently and in line with prevailing rules and regulations. | * Course correction * Document key adaptation changes and their motivation |

**MEL frequencies** (suggested)

The portfolio MEL key activities operate at these frequencies:

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| --- | --- | --- |
| **Activity** | **Frequency** | **Who** |
| Sensemaking workshop | Every 6 months  (low frequency) | Board  with Management team,  Stakeholders, Partners |
| Portfolio review | Quarterly  (medium frequency) | Portfolio Management Team  Possible also others, including stakeholders, donors, partners  Of all the portfolio review sessions a minimum of 4 per year are run by the Portfolio Shared Results Committee |
| Team check-ins | Every week  (high frequency) | Portfolio Management Team |
| adaptation | in conjunction with  all MEL activities | Relevant activity assignee  (Board, Shared Results Committee or Management Team) |

**Evaluation Plan[[4]](#footnote-5)**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Evaluation Title** | **Partners**  (if joint) | **Related Portfolio Output** | **UNSDCF/CPD Outcome** | **Planned Completion Date** | **Key Evaluation Stakeholders** | **Cost and Source of Funding** |
| Portfolio Evaluation |  |  |  |  |  |  |

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| **4. Partnerships & Stakeholders** | |
| This section refers to the portfolio’s Partnership & Stakeholder approach. | |
| **Partnerships**(500 characters limit) | |
| * *Describe how the portfolio will work with partners to achieve results and briefly map other relevant initiatives to address the development challenge. Make clear links to the theory of change.* | |
|  | |
| **Co-creation** (500 characters limit) | |
| * *Describe how the portfolio will leverage co-creation in its interactions with partners, stakeholders, and donors.* | |
|  | |
| **Stakeholder Engagement**  Identify key stakeholders and outline a strategy to ensure stakeholders are engaged throughout | |
| **Target group(s)** | **Engagement strategy** (100 characters limit) |
| groups that are the intended beneficiaries of the portfolio. | strategy to engage these targeted groups |
| * Name | * Describe |
| * Name | * Describe |
| * Name | * Describe |
| **Other Potentially Affected Groups** | |
| * Name | * Describe |
| * Name | * Describe |
| * Name | * Describe |
|  | |
| **Engaging social & environmental concerns** (500 characters limit) | |
| * *Describe how the portfolio will ensure stakeholders have access to mechanisms to submit concerns about the social and environmental impacts of a portfolio based on the Social and Environmental Screening Procedure (SESP).* | |

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| --- | --- | --- | --- |
| **5. Resources** | | | |
| This section outlines the resources required to implement the portfolio. | | | |
| **Resources Required to Achieve the Expected Results** | | | |
| Overall budget | # Implementing Partner (1) | Implementing Partner 2 | Implementing Partner 3 |
| * *USD* | * *number* | *- number* | *- number* |
| **Tangible resources** (500 characters limit) | | | |
| * Describe the tangible resources required to achieve the expected results and how they support the Theory of Change (this includes people, purchase, etc. and it must be properly estimated and costed in the budget). | | | |
| **Intangible resources** (500 characters limit) | | | |
| * Describe the broader intangible resources necessary for success. | | | |

**6. Implementing Partner(s) Role(s) & Multiyear Work Plan**

The Implementing Partner(s) (IP) will work closely with the Portfolio Management Team. A separate, MYWP and budget must be prepared for each Implementing Partner. Implementing Partner(s) for achieving the portfolio outputs

|  |  |  |
| --- | --- | --- |
| **Implementing Partner(s)** | **Portfolio Outputs** | **Other responsibilities** |
| * *Name* | *- List out the portfolio output (s) which the implementing partner is responsible for* | Contributing to portfolio momentum and learning results |
| * *Name* | *- describe* | Contributing to portfolio momentum and learning results |
| * *Name* | *- describe* | Contributing to portfolio momentum and learning results |
| * *Name* | *- describe* | Contributing to portfolio momentum and learning results |

**Implementing Partner multiyear work plan & budget**

This plan shall have a detailed MYWP and budget for the next phase of work, and a higher- level schematic plan and budget for all subsequent phases. MYWPs can be developed and approved per implementing partner. The IP’s work will be based on a rolling budgeting and MYWP approach. At the end of each phase, a rapid portfolio adjustment assessment will determine the exact MYWP and budget for the next phase based on portfolio learnings. This will happen within the confines of the total available budget and the IP’s scope of work.

All MYWPs together will yield the joint results framework.

**7 Governance & Management**

This section refers to the Governance and Management of all portfolio assets including tangible and intangible resources, learning, opportunities, and risks. There is one Portfolio Board, one Portfolio Management Team, Portfolio Assurance and one Portfolio Shared Results Committee (PSRC).

**Standard Text for Portfolio Board**

**There is one Portfolio Board.** It provides high-level oversight of the portfolio, risk management and portfolio assurance. It approves the inclusion of new implementing partners at the time of portfolio approval as well as during the implementation, for contributing to portfolio results. The portfolio board enjoys the authority to fold in ongoing projects with their respective implementing partners under the portfolio in consultation with concerned stakeholders.

The portfolio board approves the multiyear partner work plan containing milestones. Portfolio milestones are approved yearly by the board, for each subsequent 12 month period of work.

The board assesses any major risks to the portfolio and related decisions/agreements on any management actions and adjustments. Also, the Portfolio Board assesses the results achieved at the portfolio level and contribution to country programme outcomes and the portfolio objective.

The Portfolio Board also reviews how integration and intersectionality are pursued in achieving greater impact to the portfolio's objectives and the CPD outcomes.

In addition, the Portfolio Board identifies new partnerships for the portfolio based on the identified new policy spaces resulting from the portfolio implementation and to ensure sustainability, identify new resource mobilization opportunities.

The Portfolio Board makes decision on suspension of and extension of the portfolio (not the individual multiyear work plans under the portfolio delegated to the Implementing Partners) subject to partner commitment and funding.

The Portfolio Board is required to meet at least once a year.

There are three categories of Portfolio Board members are the following:

* 1. Executive(s): This is an individual(s) who represents ownership of the portfolio and chairs (or co-chairs) the Portfolio Board. The Executive usually is the most senior national counterpart (typically from a higher level institution appointed as the Portfolio Coordinator) and co-chaired with UNDP.

**The Executive is:** Add title (name is optional)

* 1. Beneficiary Representative(s): This is an individual(s) representing the interests of those groups of stakeholders who will ultimately benefit from the portfolio. Their primary function within the Portfolio Board is to ensure the realization of portfolio results from the perspective of portfolio beneficiaries. Often representatives from civil society, industry associations, community groups or other government entities benefiting from the portfolio can fulfill this role. If the portfolio has a specific geographic focus, often representatives from the government entities in the targeted area/region will play this role. There can be multiple beneficiary representatives on the Portfolio Board.

**The Beneficiary Representative(s) is:** Add titles (names are optional)

* 1. Development Partner(s): Individuals representing the interests of the parties concerned that provide funding, strategic guidance, technical expertise and/or implementing partners to the portfolio. There can be multiple development partners representatives in a Portfolio Board. Note that responsible parties cannot play this role.

**The Development Partner(s) representative(s) is:** Add titles here (names are optional)

The Portfolio Board must meet at the minimum once a year, but it is recommended that it meets more frequently. It is recommended that the timing of board meetings be agreed upon in advance and corresponds to key portfolio reporting.

The Portfolio Assurance role supports the Portfolio Board by carrying out objective and independent oversight and monitoring functions, ensuring appropriate portfolio results milestones are completed as per the multiyear work plan and risks are monitored and mitigated. The members of the portfolio assurance team should not be involved in the implementation of the portfolio multiyear work plan.

**The Portfolio Assurance representative(s) is**: Add titles here (names are optional)

**Standard text for Portfolio Management Team (**draft):

The Portfolio Management Team role provides administration, management, implementation and technical support to the Portfolio Manager, as required. The Portfolio Manager is responsible for ensuring the different multiyear work plans under the portfolio deliver results as per their targets. In doing so, the Portfolio Manager will liaise with the different implementing partners for each multiyear work plan. The Portfolio Manager will also support in trouble shooting and addressing the bottlenecks encountered in implementing the multiyear work plan. The Portfolio Manager will proactively identify intersections between the different multiyear work plans to promote synergies and delivery of portfolio level results. The portfolio Manager will also update the portfolio risk register ensuring necessary risk from the different multiyear work plans are reflected in the portfolio risk register and associated treatment measures are in place.

The Portfolio Manager is responsible for organizing a Portfolio Multiyear Work Plan Committee (PWPC) composed of UNDP and the implementing partners.

**Standard text for Portfolio Shared Results Committee (PSRC)**

The PSRC will be organized at least four times a year in order to review portfolio performance, including progress reports, evaluations, portfolio risk register, quality assessments, and the combined delivery report. The PSRC is responsible for taking corrective actions, including approving adjustments above provided tolerance levels, including substantive revisions (major/minor amendments) to the Multiyear work plans, budget revisions, requests for suspension or extension and other major changes to the multiyear work plans (subject to additional funding partner/donor requirements).

See section “3. Monitoring, Evaluation & Learning" more detailed description review, update, learning cycles.

**Governance diagram**



**Governance diagram: This is another option of a governance visual for business units to consider when developing portfolios.**

A diagram of a diagram

Description automatically generated

While there is a clear hierarchy between the Portfolio Board and the Portfolio Shared Results Committee as per their respective mandates, the visual conveys a way of working that is premised on a continous dialogue, in line with the dynamic management of a portfolio.

For more details about roles and responsibilities, refer to:

**Annex 5.** “Portfolio Board Terms of Reference and ToRs of key management positions UNDP Standard Terms of Reference for the Portfolio Board of [*Insert Portfolio Title and Portfolio Number*]”

**Portfolio Board Terms of Reference**

There is one Portfolio Board which meets at least once a year.

The Portfolio Board provides high-level oversight of the portfolio, risk management and portfolio assurance. Key areas of focus for the Board are as follows:

* Approves the inclusion of new implementing partners at the time of portfolio approval as well as during the implementation, for contributing to portfolio results.
* The Portfolio Board enjoys the authority to fold in ongoing projects with their respective implementing partners under the portfolio provided;
  + the projects are aligned and integrated to the portfolio Theory of Change,
  + they share a common portfolio Results Framework,
  + they are integrated into an updated multiyear work plan approved by the respective implementing partner(s)
  + and they have secure agreements from the implementing partners on convening a Portfolio Board and the Portfolio Shared Results Committee
* Assess major risks to the portfolio and related decisions/agreements on management actions and adjustments at the portfolio level.
* Assess the results achieved at the portfolio level and contribution to CPD Outcomes and the portfolio objective.
* Reviews how integration and intersectionality are pursued in achieving greater impact to the portfolio's objectives and the CPD outcomes.
* Identify new partnerships for the portfolio based on the identified new policy spaces resulting from the portfolio implementation and to ensure sustainability,
* Identify and facilitate new resource mobilization opportunities.
* Take decision on suspension of and extension of the portfolio (not the individual multiyear work plans under the portfolio delegated to the Implementing Partners) subject to partner commitment and funding.

1. **LEGAL CONTEXT**

***NOTE: Please choose one of the following options in the Multiyear Work-Plan***

**Each Implementing Partner will be bound by the Option selected in the Multiyear Work Plan:**

**Option a.** Where the country has signed the [Standard Basic Assistance Agreement (SBAA)](https://intranet.undp.org/global/documents/ppm/SBAA.pdf)

This portfolio document shall be the instrument referred to as “Project Document” in Article 1 of the Standard Basic Assistance Agreement between the Government of (country) and UNDP, signed on (date). Consequently, all references in the SBAA to “Project Document “shall be deemed to refer to this “Portfolio Document”.  All references in the SBAA to “Executing Agency” shall be deemed to refer to the “Implementing Partner”.

Section 6 (**Implementing Partner(s) Role(s) & Multiyear Work Plan) above and Annex 7 (Implementing Partners)** identify the implementing partners for each of the workplans in this Portfolio (each, an “Implementing Partner”)[[5]](#footnote-6). The Implementing Partner will implement the programme activities in the multiyear work plan applicable to such Implementing Partner in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.

**Option b.** Where the country has NOT signed the [Standard Basic Assistance Agreement (SBAA)](https://intranet.undp.org/global/documents/ppm/SBAA.pdf)

The portfolio document shall be the instrument envisaged and defined as “Project Document” in the [Supplemental Provisions](https://intranet.undp.org/global/documents/ppm/Supplemental.pdf), attached hereto and forming an integral part hereof.

Section 6 (**Implementing Partner(s) Role(s) & Multiyear Work Plan) above and Annex 7 (Implementing Partners)** identify the implementing partners for each of the workplans in this Portfolio( (each, an “Implementing Partner”). The Implementing Partner will implement the programme activities in the multiyear work plan applicable to such Implementing Partner in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.

**Option c.** For Global and Regional Portfolios

This portfolio forms part of an overall programmatic framework under which several separate associated country level activities will be implemented. When assistance and support services are provided from this portfolio to the associated country level activities, this document shall be the “Project Document” instrument referred to in: (i) the respective signed Standard Basic Assistance Agreement (SBAA) (for the specific countries); or (ii) in the [Supplemental Provisions](https://intranet.undp.org/global/documents/ppm/Supplemental.pdf) attached to the Portfolio Document in cases where the recipient country has not signed an SBAA with UNDP, attached hereto and forming an integral part hereof.  All references in the SBAA to “Executing Agency” shall be deemed to refer to “Implementing Partner”.

Section 6 (**Implementing Partner(s) Role(s) & Multiyear Work Plan) above and Annex 7 (Implementing Partners)**  identify the implementing partners for each of the workplans in this Portfolio (each, an “Implementing Partner”). The Implementing Partner will implement the portfolio outputs assigned to such Implementing Partner in accordance with its financial regulations, rules, practices and procedures only to the extent that they do not contravene the principles of the Financial Regulations and Rules of UNDP. Where the financial governance of an Implementing Partner does not provide the required guidance to ensure best value for money, fairness, integrity, transparency, and effective international competition, the financial governance of UNDP shall apply.

1. **RISK MANAGEMENT**

**Risk Management**

***[NOTE: Each workplan will indicate the implementation modality.]***

Where used in this section, the term “Implementing Partner” refers to the relevant Implementing Partner of each workplan. The Implementing Partner of each Multiyear work plan will be bound by the provisions in this section applicable to the implementation modality selected the relevant multiyear work plan.

**a. The following provisions will apply when implementation is done by a Government Entity (NIM)**

1. Consistent with the Article III of the SBAA *[or the Supplemental Provisions]*, the responsibility for the safety and security of the relevant Implementing Partner and its personnel and property, and of UNDP’s property in the Implementing Partner’s custody, rests with the Implementing Partner. To this end, the Implementing Partner shall:
2. put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the portfolio is being carried;
3. assume all risks and liabilities related to the Implementing Partner’s security, and the full implementation of the security plan.
4. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the Implementing Partner’s obligations under this Portfolio Document.
5. The Implementing Partner agrees to undertake all reasonable efforts to ensure that no UNDP funds received pursuant to the Portfolio Document are used to provide support to individuals or entities associated with terrorism, that the recipients of any amounts provided by UNDP hereunder do not appear on the United Nations Security Council Consolidated Sanctions List, and that no UNDP funds received pursuant to the Portfolio Document are used for money laundering activities. The United Nations Security Council Consolidated Sanctions List can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.
6. The Implementing Partner acknowledges and agrees that UNDP will not tolerate sexual harassment and sexual exploitation and abuse of anyone by the Implementing Partner, and each of its responsible parties, their respective sub-recipients and other entities involved in the implementation of this Portfolio, either as contractors or subcontractors and their personnel, and any individuals performing services for them under the Portfolio Document.

(a) In the implementation of the activities under this Portfolio Document, the Implementing Partner, and each of its sub-parties referred to above, shall comply with the standards of conduct set forth in the Secretary General’s Bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse” (“SEA”).

(b) Moreover, and without limitation to the application of other regulations, rules, policies and procedures bearing upon the performance of the activities under this Portfolio Document, in the implementation of activities, the Implementing Partner, and each of its sub-parties referred to above, shall not engage in any form of sexual harassment (“SH”). SH is defined as any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. SH may occur in the workplace or in connection with work. While typically involving a pattern of conduct, SH may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

1. a) In the performance of the activities under this Portfolio Document, the Implementing Partner shall (with respect to its own activities), and shall require from its sub-parties referred to in paragraph 4 (with respect to their activities) that they, have minimum standards and procedures in place, or a plan to develop and/or improve such standards and procedures in order to be able to take effective preventive and investigative action. These should include policies on sexual harassment and sexual exploitation and abuse; policies on whistleblowing/protection against retaliation; and complaints, disciplinary and investigative mechanisms. In line with this, the Implementing Partner will and will require that such sub-parties will take all appropriate measures to:
   1. Prevent its employees, agents or any other persons engaged to perform any services under this Portfolio Document, from engaging in SH or SEA;
   2. Offer employees and associated personnel training on prevention and response to SH and SEA, where the Implementing Partner and its sub-parties referred to in paragraph 4 have not put in place its own training regarding the prevention of SH and SEA, the Implementing Partner and its sub-parties may use the training material available at UNDP;
   3. Report and monitor allegations of SH and SEA of which the Implementing Partner and its sub-parties referred to in paragraph 4 have been informed or have otherwise become aware, and status thereof;
   4. Refer victims/survivors of SH and SEA to safe and confidential victim assistance; and
   5. Promptly and confidentially record and investigate any allegations credible enough to warrant an investigation of SH or SEA. The Implementing Partner shall advise UNDP of any such allegations received and investigations being conducted by itself or any of its sub-parties referred to in paragraph 4 with respect to their activities under the Portfolio Document, and shall keep UNDP informed during the investigation by it or any of such sub-parties, to the extent that such notification (i) does not jeopardize the conduct of the investigation, including but not limited to the safety or security of persons, and/or (ii) is not in contravention of any laws applicable to it. Following the investigation, the Implementing Partner shall advise UNDP of any actions taken by it or any of the other entities further to the investigation.

b) The Implementing Partner shall establish that it has complied with the foregoing, to the satisfaction of UNDP, when requested by UNDP or any party acting on its behalf to provide such confirmation. Failure of the Implementing Partner, and each of its sub-parties referred to in paragraph 4, to comply of the foregoing, as determined by UNDP, shall be considered grounds for suspension or termination of the Portfolio.

1. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (<http://www.undp.org/ses>) and related Accountability Mechanism (<http://www.undp.org/secu-srm>).
2. The Implementing Partner shall: (a) conduct portfolio and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the portfolio/programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other portfolio stakeholders are informed of and have access to the Accountability Mechanism.
3. All signatories to the Portfolio Document shall cooperate in good faith with any exercise to evaluate any programme or portfolio -related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to Portfolio sites, relevant personnel, information, and documentation.
4. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, responsible parties, subcontractors and sub-recipients in implementing the portfolio or using UNDP funds.
5. In the implementation of the activities under this Portfolio Document, UNDP places reasonable reliance upon the Implementing Partner for it to apply its laws, regulations and processes, and applicable international laws regarding anti money laundering and countering the financing of terrorism, to ensure consistency with the principles of then in force the UNDP Anti-Money Laundering and Countering the Financing of Terrorism Policy.
6. The Implementing Partner will ensure that its financial management, anti-corruption, anti-fraud and anti money laundering and countering the financing of terrorism policies are in place and enforced for all funding received from or through UNDP.
7. The requirements of the following documents, then in force at the time of signature of the Portfolio Document, apply to the Implementing Partner: (a)UNDP Policy on Fraud and other Corrupt Practices and (b)UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Portfolio Document and are available online at www.undp.org.
8. In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP Portfolios and programmes in accordance with UNDP’s regulations, rules, policies and procedures. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner’s (and its consultants’, responsible parties’, subcontractors’ and sub-recipients’) premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.
9. The signatories to this Portfolio Document will promptly inform one another in case of any incidence of inappropriate use of funds, credible allegations of fraud or corruption or other financial irregularities with due confidentiality.

Where the Implementing Partner becomes aware that a UNDP Portfolio or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP’s Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

1. ***Indicate in the Multiyear Work Plan of each Implementing Partner the applicable option:***

***Option 1:*** UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail the Implementing Partner’s obligations under this Portfolio Document.

***Option 2:*** The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of this Portfolio Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document.

***Option 3****:* UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement.

Where such funds have not been refunded to UNDP, the Implementing Partner agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Portfolio Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document.

*Note:* The term “Portfolio Document” as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Portfolio Document, including those with responsible parties, subcontractors, and sub-recipients.

1. Each contract issued by the Implementing Partner in connection with this Portfolio Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.
2. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the Portfolio, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
3. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled “Risk Management” are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled “Risk Management” are included, *mutatis mutandis*, in all sub-contracts or sub-agreements entered into further to this Portfolio Document.

**b. The following provisions will apply when implementation is done by UNDP (DIM)**

1. UNDP as the Implementing Partner will comply with the policies, procedures and practices of the United Nations Security Management System (UNSMS.)
2. UNDP as the Implementing Partner will undertake all reasonable efforts to ensure that none of the Portfolio funds are used to provide support to individuals or entities associated with terrorism , that the recipients of any amounts provided by UNDP hereunder do not appear on the United Nations Security Council Consolidated Sanctions List, and that no UNDP funds received pursuant to the Portfolio Document are used for money laundering activities. The United Nations Security Council Consolidated Sanctions List can be accessed via https://www.un.org/securitycouncil/content/un-sc-consolidated-list. This provision must be included in all sub-contracts or sub-agreements entered into under this Portfolio Document.
3. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (http://www.undp.org/ses) and related Accountability Mechanism (http://www.undp.org/secu-srm).
4. UNDP as the Implementing Partner will: (a) conduct Portfolio and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the Portfolio or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other Portfolio stakeholders are informed of and have access to the Accountability Mechanism.
5. In the implementation of the activities under this Portfolio Document, UNDP as the Implementing Partner will handle any sexual exploitation and abuse (“SEA”) and sexual harassment (“SH”) allegations in accordance with its regulations, rules, policies and procedures.
6. All signatories to the Portfolio Document shall cooperate in good faith with any exercise to evaluate any programme or Portfolio-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to Portfolio sites, relevant personnel, information, and documentation.
7. UNDP as the Implementing Partner will ensure that the following obligations are binding on each responsible party, subcontractor, and sub-recipient:
   1. Consistent with the Article III of the SBAA *[or the Supplemental Provisions to the Portfolio Document]*, the responsibility for the safety and security of each responsible party, subcontractor and sub-recipient and its personnel and property, and of UNDP’s property in such responsible party’s, subcontractor’s and sub-recipient’s custody, rests with such responsible party, subcontractor and sub-recipient. To this end, each responsible party, subcontractor and sub-recipient shall:
      1. put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Portfolio is being carried;
      2. assume all risks and liabilities related to such responsible party’s, subcontractor’s and sub-recipient’s security, and the full implementation of the security plan.
   2. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the responsible party’s, subcontractor’s and sub-recipient’s obligations under this Portfolio Document.
   3. Each responsible party, subcontractor and sub-recipient (each a “sub-party” and together “sub-parties”) acknowledges and agrees that UNDP will not tolerate sexual harassment and sexual exploitation and abuse of anyone by the sub-parties, and other entities involved in Portfolio implementation, either as contractors or subcontractors and their personnel, and any individuals performing services for them under the Portfolio Document.

(a) In the implementation of the activities under this Portfolio Document, each sub-party shall comply with the standards of conduct set forth in the Secretary General’s Bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse” (“SEA”).

(b) Moreover, and without limitation to the application of other regulations, rules, policies and procedures bearing upon the performance of the activities under this Portfolio Document, in the implementation of activities, each sub-party, shall not engage in any form of sexual harassment (“SH”). SH is defined as any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. SH may occur in the workplace or in connection with work. While typically involving a pattern of conduct, SH may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

* 1. In the performance of the activities under this Portfolio Document, each sub-party shall (with respect to its own activities), and shall require from its sub-parties (with respect to their activities) that they, have minimum standards and procedures in place, or a plan to develop and/or improve such standards and procedures in order to be able to take effective preventive and investigative action. These should include: policies on sexual harassment and sexual exploitation and abuse; policies on whistleblowing/protection against retaliation; and complaints, disciplinary and investigative mechanisms. In line with this, sub-parties will and will require that their respective sub-parties will take all appropriate measures to:

(i) Prevent its employees, agents or any other persons engaged to perform any services under this Portfolio Document, from engaging in SH or SEA;

(ii) Offer employees and associated personnel training on prevention and response to SH and SEA, where sub-parties have not put in place its own training regarding the prevention of SH and SEA, sub-parties may use the training material available at UNDP;

(iii) Report and monitor allegations of SH and SEA of which any of the sub-parties have been informed or have otherwise become aware, and status thereof;

(iv) Refer victims/survivors of SH and SEA to safe and confidential victim assistance; and

(v) Promptly and confidentially record and investigate any allegations credible enough to warrant an investigation of SH or SEA. Each sub-party shall advise UNDP of any such allegations received and investigations being conducted by itself or any of its sub-parties with respect to their activities under the Portfolio Document, and shall keep UNDP informed during the investigation by it or any of such sub-parties, to the extent that such notification (i) does not jeopardize the conduct of the investigation, including but not limited to the safety or security of persons, and/or (ii) is not in contravention of any laws applicable to it. Following the investigation, the relevant sub-party shall advise UNDP of any actions taken by it or any of the other entities further to the investigation.

* 1. Each sub-party shall establish that it has complied with the foregoing, to the satisfaction of UNDP, when requested by UNDP or any party acting on its behalf to provide such confirmation. Failure of the relevant sub-party to comply of the foregoing, as determined by UNDP, shall be considered grounds for suspension or termination of the Portfolio.
  2. Each responsible party, subcontractor and sub-recipient will ensure that any Portfolio activities undertaken by them will be implemented in a manner consistent with the UNDP Social and Environmental Standards and shall ensure that any incidents or issues of non-compliance shall be reported to UNDP in accordance with UNDP Social and Environmental Standards.
  3. Each responsible party, subcontractor and sub-recipient will take appropriate steps to prevent misuse of funds, fraud, corruption or other financial irregularities, by its officials, consultants, subcontractors and sub-recipients in implementing the Portfolio or programme or using the UNDP funds. It will ensure that its financial management, anti-corruption, anti-fraud and anti money laundering and countering the financing of terrorism policies are in place and enforced for all funding received from or through UNDP.
  4. The requirements of the following documents, then in force at the time of signature of the Portfolio Document, apply to each responsible party, subcontractor and sub-recipient: (a)UNDP Policy on Fraud and other Corrupt Practices (b)UNDP Anti-Money Laundering and Countering the Financing of Terrorism Policy; and (c) UNDP Office of Audit and Investigations Investigation Guidelines. Each responsible party, subcontractor and sub-recipient agrees to the requirements of the above documents, which are an integral part of this Portfolio Document and are available online at www.undp.org.
  5. In the event that an investigation is required, UNDP will conduct investigations relating to any aspect of UNDP programmes and Portfolios. Each responsible party, subcontractor and sub-recipient will provide its full cooperation, including making available personnel, relevant documentation, and granting access to its (and its consultants’, subcontractors’ and sub-recipients’) premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with it to find a solution.
  6. Each responsible party, subcontractor and sub-recipient will promptly inform UNDP as the Implementing Partner in case of any incidence of inappropriate use of funds, or credible allegation of fraud, corruption other financial irregularities with due confidentiality.

Where it becomes aware that a UNDP Portfolio or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption, each responsible party, subcontractor and sub-recipient will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP’s Office of Audit and Investigations (OAI). It will provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

* 1. *Choose one of the three following options:*

***Indicate in the Multiyear Work Plan of each Implementing Partner the applicable option:***

***Option 1****:*UNDP will be entitled to a refund from the responsible party, subcontractor or sub-recipient of any funds provided that have been used inappropriately, including through fraud corruption, other financial irregularities or otherwise paid other than in accordance with the terms and conditions of this Portfolio Document. Such amount may be deducted by UNDP from any payment due to the responsible party, subcontractor or sub-recipient under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail any responsible party’s, subcontractor’s or sub-recipient’s obligations under this Portfolio Document.

***Option 2:*** Eachresponsible party, subcontractor or sub-recipient agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of the Portfolio Document, may seek recourse to such responsible party, subcontractor or sub-recipient for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud corruption or other financial irregularities or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document.

***Option 3****:* UNDP will be entitled to a refund from the responsible party, subcontractor or sub-recipient of any funds provided that have been used inappropriately, including through fraud corruption or other financial irregularities, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document. Such amount may be deducted by UNDP from any payment due to the responsible party, subcontractor or sub-recipient under this or any other agreement.

Where such funds have not been refunded to UNDP, the responsible party, subcontractor or sub-recipient agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Portfolio Document, may seek recourse to such responsible party, subcontractor or sub-recipient for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud, corruption or other financial irregularities, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document.

*Note:* The term “Portfolio Document” as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Portfolio Document, including those with responsible parties, subcontractors and sub-recipients.

* 1. Each contract issued by the responsible party, subcontractor or sub-recipient in connection with this Portfolio Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from it shall cooperate with any and all investigations and post-payment audits.
  2. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the Portfolio or programme, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
  3. Each responsible party, subcontractor and sub-recipient shall ensure that all of its obligations set forth under this section entitled “Risk Management” are passed on to its subcontractors and sub-recipients and that all the clauses under this section entitled “Risk Management” are adequately reflected, *mutatis mutandis*, in all its sub-contracts or sub-agreements entered into further to this Portfolio Document.

**c. The following provisions will apply when implementation is done by a CSO/NGO/Non-UN or other IGO with no signed SBEAA with UNDP**

1. Consistent with the Article III of the SBAA *[or the Supplemental Provisions to the Portfolio Document]*, the responsibility for the safety and security of the Implementing Partner and its personnel and property, and of UNDP’s property in the Implementing Partner’s custody, rests with the Implementing Partner. To this end, the Implementing Partner shall:
2. put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Portfolio is being carried;
3. assume all risks and liabilities related to the Implementing Partner’s security, and the full implementation of the security plan.
4. UNDP reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the Implementing Partner’s obligations under this Portfolio Document [and the Project/Portfolio Cooperation Agreement between UNDP and the Implementing Partner][[6]](#footnote-7).
5. The Implementing Partner agrees to undertake all reasonable efforts to ensure that no UNDP funds received pursuant to the Portfolio Document are used to provide support to individuals or entities associated with terrorism, that the recipients of any amounts provided by UNDP hereunder do not appear on the United Nations Security Council Sanctions Consolidated Sanctions List, and that no UNDP funds received pursuant to the Portfolio Document are used for money laundering activities. The United Nations Security Council Sanctions Consolidated Sanctions List can be accessed via https://www.un.org/securitycouncil/content/un-sc-consolidated-list.
6. The Implementing Partner acknowledges and agrees that UNDP will not tolerate sexual harassment and sexual exploitation and abuse of anyone by the Implementing Partner, and each of its responsible parties, their respective sub-recipients and other entities involved in Portfolio implementation, either as contractors or subcontractors and their personnel, and any individuals performing services for them under the Portfolio Document.

(a) In the implementation of the activities under this Portfolio Document, the Implementing Partner, and each of its sub-parties referred to above, shall comply with the standards of conduct set forth in the Secretary General’s Bulletin ST/SGB/2003/13 of 9 October 2003, concerning “Special measures for protection from sexual exploitation and sexual abuse” (“SEA”).

(b) Moreover, and without limitation to the application of other regulations, rules, policies and procedures bearing upon the performance of the activities under this Portfolio Document, in the implementation of activities, the Implementing Partner, and each of its sub-parties referred to above, shall not engage in any form of sexual harassment (“SH”). SH is defined as any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation, when such conduct interferes with work, is made a condition of employment or creates an intimidating, hostile or offensive work environment. SH may occur in the workplace or in connection with work. While typically involving a pattern of conduct, SH may take the form of a single incident. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is the target of the conduct shall be considered.

1. a) In the performance of the activities under this Portfolio Document, the Implementing Partner shall (with respect to its own activities), and shall require from its sub-parties referred to in paragraph 4 (with respect to their activities) that they, have minimum standards and procedures in place, or a plan to develop and/or improve such standards and procedures in order to be able to take effective preventive and investigative action. These should include policies on sexual harassment and sexual exploitation and abuse; policies on whistleblowing/protection against retaliation; and complaints, disciplinary and investigative mechanisms. In line with this, the Implementing Partner will, and will require that such sub-parties will take all appropriate measures to:
   1. Prevent its employees, agents or any other persons engaged to perform any services under this Portfolio Document, from engaging in SH or SEA;
   2. Offer employees and associated personnel training on prevention and response to SH and SEA, where the Implementing Partner and its sub-parties referred to in paragraph 4, have not put in place its own training regarding the prevention of SH and SEA, the Implementing Partner and such sub-parties may use the training material available at UNDP;
   3. Report and monitor allegations of SH and SEA of which the Implementing Partner and its sub-parties referred to in paragraph 4 have been informed or have otherwise become aware, and status thereof;
   4. Refer victims/survivors of SH and SEA to safe and confidential victim assistance; and
   5. Promptly and confidentially record and investigate any allegations credible enough to warrant an investigation of SH or SEA. The Implementing Partner shall advise UNDP of any such allegations received and investigations being conducted by itself or any of its sub-parties referred to in paragraph 4 with respect to their activities under the Portfolio Document, and shall keep UNDP informed during the investigation by it or any of such sub-parties, to the extent that such notification (i) does not jeopardize the conduct of the investigation, including but not limited to the safety or security of persons, and/or (ii) is not in contravention of any laws applicable to it. Following the investigation, the Implementing Partner shall advise UNDP of any actions taken by it or any of the other entities further to the investigation.

b) The Implementing Partner shall establish that it has complied with the foregoing, to the satisfaction of UNDP, when requested by UNDP or any party acting on its behalf to provide such confirmation. Failure of the Implementing Partner, and each of its sub-parties referred to in paragraph 4, to comply of the foregoing, as determined by UNDP, shall be considered grounds for suspension or termination of the Portfolio.

1. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (<http://www.undp.org/ses>) and related Accountability Mechanism (<http://www.undp.org/secu-srm>).
2. The Implementing Partner shall: (a) conduct Portfolio and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the Portfolio or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other Portfolio stakeholders are informed of and have access to the Accountability Mechanism.
3. All signatories to the Portfolio Document shall cooperate in good faith with any exercise to evaluate any programme or Portfolio-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to Portfolio sites, relevant personnel, information, and documentation.
4. UNDP is committed to the highest ethical standards and will not tolerate the diversion of the resources entrusted to it through Money Laundering or Terrorist Financing and will not partner with entities that tolerate the diversion of resources through Money Laundering or Terrorist Financing. To that effect, the Implementing Partner represents and warrants that it has not, and it shall not, at any time in the implementation of the Portfolio engage in Terrorism Financing or Money Laundering. The Implementing Partner shall communicate the restriction of this paragraph to its and each of its responsible parties, their respective sub-recipients and other entities involved in Portfolio implementation, either as contractors or subcontractors and their personnel, and any individuals performing services for them under the Portfolio Documents and shall take all reasonable measures to ensure that such persons do not engage in Terrorism Financing or Money Laundering.
5. The Implementing Partner shall immediately disclose to UNDP any actual, apparent, potential or attempted Terrorism Financing or Money Laundering activity that it becomes aware of. The Implementing Partner shall fully cooperate with any investigation or review of Terrorism Financing or Money Laundering activity by UNDP.
6. The Implementing Partner acknowledges and agrees that Terrorism Financing or Money Laundering constitute financial irregulates and that if the Implementing Partner or any of its responsible parties, their respective sub-recipients and other entities involved in Portfolio implementation, either as contractors or subcontractors and their personnel, and any individuals performing services for them under the Portfolio Document engages in Terrorism Financing or Money Laundering activity that would constitute a material breach of this Portfolio Document, which entitles UNDP to immediately terminate the Portfolio without incurring any liability or penalty.
7. Furthermore, the Implementing Partner expressly acknowledges and agrees that, in the event that UNDP were to determine through an investigation or otherwise that Terrorism Financing or Money Laundering occurred, UNDP shall have, in addition to its right to immediately terminate the Portfolio, the rights to:
8. apply and enforce the relevant sanctions in accordance with UNDP internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and
9. recover all losses, financial or otherwise, suffered by UNDP in connection with such Terrorism Financing or Money Laundering activity.
10. For the purpose of this Portfolio Document the following terms shall have the definition ascribed to the below:
11. “Money Laundering” is generally considered as concealment of the origins of money obtained illegally, typically by passing it through a complex sequence of financial or commercial transactions. ML usually involves three stages: (i) introducing the proceeds of crime into the financial system (placement); (ii) transactions to convert or transfer the funds to other locations or financial institutions (layering); and (iii) reintroducing the funds into the legitimate economy as "clean" money and investing it in various assets or business ventures (reintegration) appearing to have been legally obtained. The FATF recommends that ML be criminalized by every country on the basis of article 3(1)(b) and (c) of the Vienna Convention and article 6(1) of the Palermo Convention.
12. “Terrorist Financing” means providing support to individuals or entities that appear on the United Nations Security Council Consolidated Sanctions List accessible at <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.
13. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud or corruption, by its officials, consultants, responsible parties, subcontractors and sub-recipients in implementing the Portfolio or using the UNDP funds. The Implementing Partner will ensure that its financial management, anti-corruption, anti-fraud and anti money laundering and countering the financing of terrorism policies are in place and enforced for all funding received from or through UNDP.
14. The requirements of the following documents, then in force at the time of signature of the Portfolio Document, apply to the Implementing Partner: (a)UNDP Policy on Fraud and other Corrupt Practices (b)UNDP Anti-Money Laundering and Countering the Financing of Terrorism Policy; and (c) UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Portfolio Document and are available online at www.undp.org.
15. In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP programmes and Portfolios in accordance with UNDP regulations, rules, policies and procedures. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner’s (and its consultants’, responsible parties’, subcontractors‘ and sub-recipients’) premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.
16. The Implementing Partner will promptly inform UNDP in case of any incidence of inappropriate use of funds, or credible allegation of fraud, corruption or other financial irregularity with due confidentiality.

Where the Implementing Partner becomes aware that a UNDP Portfolio or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption or other financial irregularity, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP’s Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

1. ***Indicate in the Multiyear Work Plan of each Implementing Partner the applicable option:***

*Option 1:*UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of this Portfolio Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail the Implementing Partner’s obligations under this Portfolio Document.

*Option 2:*The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of the Portfolio Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document.

*Option 3:* UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud. corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement.

Where such funds have not been refunded to UNDP, the Implementing Partner agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Portfolio Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document.

*Note:* The term “Portfolio Document” as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Portfolio Document, including those with the Implementing Partner, responsible parties, subcontractors and sub-recipients.

1. Each contract issued by the Implementing Partner in connection with this Portfolio Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.
2. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the Portfolio, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.
3. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled “Risk Management Standard Clauses” are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled “Risk Management” are included, *mutatis mutandis*, in all sub-contracts or sub-agreements entered into further to this Portfolio Document.

**d. The following provisions will apply when implementation is done by a UN Agency other than UNDP, and IGO with signed SBEAA with UNDP**

1. The Implementing Partner will comply with the policies, procedures and practices of the United Nations Security Management System (UNSMS.)
2. In the implementation of the activities under this Portfolio Document, the Implementing Partner will handle any sexual exploitation and abuse (“SEA”) and sexual harassment (“SH”) allegations in accordance with its regulations, rules, policies and procedures. The Implementing Partner will ensure that its regulations, rules, policies and procedures are consistent with the principles of UNDP relating to SEA and SH requirements. Notwithstanding the foregoing, the Implementing Partner, will notify UNDP of any such allegations and investigations it may conduct further to such allegations.
3. The Implementing Partner will ensure that the following obligations are binding on each responsible party, subcontractor and sub-recipient that is not a UN entity:
   1. Consistent with the Article III of the SBAA *[or the Supplemental Provisions to the Portfolio Document]*, the responsibility for the safety and security of each responsible party, subcontractor and sub-recipient and its personnel and property, and the Implementing Partner property in such responsible party’s, subcontractor’s and sub-recipient’s custody, rests with such responsible party, subcontractor and sub-recipient. To this end, each responsible party, subcontractor and sub-recipient shall:
      1. put in place an appropriate security plan and maintain the security plan, taking into account the security situation in the country where the Portfolio is being carried;
      2. assume all risks and liabilities related to such responsible party’s, subcontractor’s and sub-recipient’s security, and the full implementation of the security plan.
   2. The Implementing Partner reserves the right to verify whether such a plan is in place, and to suggest modifications to the plan when necessary. Failure to maintain and implement an appropriate security plan as required hereunder shall be deemed a breach of the responsible party’s, subcontractor’s and sub-recipient’s obligations under this Portfolio Document.
   3. In the performance of the activities under this Portfolio, the Implementing Partner shall ensure, with respect to the activities of any of its responsible parties, sub-recipients and other entities engaged under the Portfolio, either as contractors or subcontractors, their personnel and any individuals performing services for them, that those entities have in place adequate and proper procedures, processes and policies to prevent and/or handle SEA and SH.
4. The Implementing Partner agrees to undertake all reasonable efforts to ensure that none of the [Portfolio funds][[7]](#footnote-8) [UNDP funds received pursuant to the Portfolio Document][[8]](#footnote-9) are used to provide support to individuals or entities associated with terrorism, that the recipients of any amounts provided by UNDP hereunder do not appear on the United Nations Security Council Sanctions Consolidated Sanctions List, and that no UNDP funds received pursuant to the Portfolio Document are used for money laundering activities. The United Nations Security Council Sanctions Consolidated Sanctions List can be accessed via <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>.
5. Social and environmental sustainability will be enhanced through application of the UNDP Social and Environmental Standards (http://www.undp.org/ses) and related Accountability Mechanism (http://www.undp.org/secu-srm).
6. The Implementing Partner shall: (a) conduct Portfolio and programme-related activities in a manner consistent with the UNDP Social and Environmental Standards, (b) implement any management or mitigation plan prepared for the Portfolio or programme to comply with such standards, and (c) engage in a constructive and timely manner to address any concerns and complaints raised through the Accountability Mechanism. UNDP will seek to ensure that communities and other Portfolio stakeholders are informed of and have access to the Accountability Mechanism.
7. All signatories to the Portfolio Document shall cooperate in good faith with any exercise to evaluate any programme or Portfolio-related commitments or compliance with the UNDP Social and Environmental Standards. This includes providing access to Portfolio sites, relevant personnel, information, and documentation.
8. In the implementation of the activities under this Portfolio Document, the Implementing Partner will ensure that its regulations, rules, policies and procedures are consistent with the principles of then in force UNDP’s Anti-Money Laundering and Countering the Financing of Terrorism Policy.
9. The Implementing Partner will take appropriate steps to prevent misuse of funds, fraud, or corruption, by its officials, consultants, responsible parties, subcontractors, and sub-recipients in implementing the Portfolio or programme or using the UNDP funds. The Implementing Partner will ensure that its financial management, anti-corruption, anti-fraud and anti money laundering and countering the financing of terrorism policies are in place and enforced for all funding received from or through UNDP.
10. *This text applies when the Implementing Partner is a non-UN IGO*: The requirements of the following documents, then in force at the time of signature of the Portfolio Document, apply to the Implementing Partner: (a)UNDP Policy on Fraud and other Corrupt Practices and (b)UNDP Office of Audit and Investigations Investigation Guidelines. The Implementing Partner agrees to the requirements of the above documents, which are an integral part of this Portfolio Document and are available online at [www.undp.org](http://www.undp.org).]
11. *This text applies if the Implementing Partner is a non-UN IGO*: In the event that an investigation is required, UNDP has the obligation to conduct investigations relating to any aspect of UNDP Portfolios or programmes. The Implementing Partner shall provide its full cooperation, including making available personnel, relevant documentation, and granting access to the Implementing Partner’s (and its consultants’, responsible parties’, subcontractors‘ and sub-recipients’) premises, for such purposes at reasonable times and on reasonable conditions as may be required for the purpose of an investigation. Should there be a limitation in meeting this obligation, UNDP shall consult with the Implementing Partner to find a solution.
12. The Implementing Partner and UNDP will promptly inform one another in case of any incidence of inappropriate use of funds, or credible allegation of fraud or corruption with due confidentiality.

Where the Implementing Partner becomes aware that a UNDP Portfolio or activity, in whole or in part, is the focus of investigation for alleged fraud/corruption or other financial irregularity, the Implementing Partner will inform the UNDP Resident Representative/Head of Office, who will promptly inform UNDP’s Office of Audit and Investigations (OAI). The Implementing Partner shall provide regular updates to the head of UNDP in the country and OAI of the status of, and actions relating to, such investigation.

1. ***Indicate in the Multiyear Work Plan of each Implementing Partner the applicable option:***

*Option 1:*UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of this Portfolio Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement. Recovery of such amount by UNDP shall not diminish or curtail the Implementing Partner’s obligations under this Portfolio Document.

*Option 2:*The Implementing Partner agrees that, where applicable, donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities which are the subject of the Portfolio Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document.

*Option 3:* UNDP shall be entitled to a refund from the Implementing Partner of any funds provided that have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document. Such amount may be deducted by UNDP from any payment due to the Implementing Partner under this or any other agreement.

Where such funds have not been refunded to UNDP, the Implementing Partner agrees that donors to UNDP (including the Government) whose funding is the source, in whole or in part, of the funds for the activities under this Portfolio Document, may seek recourse to the Implementing Partner for the recovery of any funds determined by UNDP to have been used inappropriately, including through fraud, corruption or other financial irregularity, or otherwise paid other than in accordance with the terms and conditions of the Portfolio Document.

*Note:* The term “Portfolio Document” as used in this clause shall be deemed to include any relevant subsidiary agreement further to the Portfolio Document, including those with responsible parties, subcontractors and sub-recipients.

1. Each contract issued by the Implementing Partner in connection with this Portfolio Document shall include a provision representing that no fees, gratuities, rebates, gifts, commissions or other payments, other than those shown in the proposal, have been given, received, or promised in connection with the selection process or in contract execution, and that the recipient of funds from the Implementing Partner shall cooperate with any and all investigations and post-payment audits.
2. Should UNDP refer to the relevant national authorities for appropriate legal action any alleged wrongdoing relating to the Portfolio, the Government will ensure that the relevant national authorities shall actively investigate the same and take appropriate legal action against all individuals found to have participated in the wrongdoing, recover and return any recovered funds to UNDP.

1. The Implementing Partner shall ensure that all of its obligations set forth under this section entitled “Risk Management Standard Clauses” are passed on to each responsible party, subcontractor and sub-recipient and that all the clauses under this section entitled “Risk Management” are included, *mutatis mutandis*, in all sub-contracts or sub-agreements entered into further to this Portfolio Document.

**Special Clauses***.* In case of government cost-sharing through the Portfolio, the following clauses should be included:

1. The schedule of payments and UNDP bank account details.
2. The value of the payment, if made in a currency other than United States dollars, shall be determined by applying the United Nations operational rate of exchange in effect on the date of payment. Should there be a change in the United Nations operational rate of exchange prior to the full utilization by the UNDP of the payment, the value of the balance of funds still held at that time will be adjusted accordingly. If, in such a case, a loss in the value of the balance of funds is recorded, UNDP shall inform the Government with a view to determining whether any further financing could be provided by the Government. Should such further financing not be available, the assistance to be provided to the Portfolio may be reduced, suspended or terminated by UNDP.
3. The above schedule of payments takes into account the requirement that the payments shall be made in advance of the implementation of planned activities. It may be amended to be consistent with the progress of Portfolio delivery.
4. UNDP shall receive and administer the payment in accordance with the regulations, rules and directives of UNDP.
5. All financial accounts and statements shall be expressed in United States dollars.
6. If unforeseen increases in expenditures or commitments are expected or realized (whether owing to inflationary factors, fluctuation in exchange rates or unforeseen contingencies), UNDP shall submit to the government on a timely basis a supplementary estimate showing the further financing that will be necessary. The Government shall use its best endeavours to obtain the additional funds required.
7. If the payments referred above are not received in accordance with the payment schedule, or if the additional financing required in accordance with paragraph 6 above is not forthcoming from the Government or other sources, the assistance to be provided to the Portfolio under this Agreement may be reduced, suspended or terminated by UNDP.
8. Any interest income attributable to the contribution shall be credited to UNDP Account and shall be utilized in accordance with established UNDP procedures.

In accordance with the decisions and directives of UNDP's Executive Board:

The contribution shall be charged:

1. […%] cost recovery for the provision of general management support (GMS) by UNDP headquarters and country offices
2. Direct cost for implementation support services (ISS) provided by UNDP and/or an executing entity/implementing partner.
3. Ownership of equipment, supplies and other properties financed from the contribution shall vest in UNDP. Matters relating to the transfer of ownership by UNDP shall be determined in accordance with the relevant policies and procedures of UNDP.
4. The contribution shall be subject exclusively to the internal and external auditing procedures provided for in the financial regulations, rules and directives of UNDP.”

**ANNEXES**

**Annex 1 Portfolio Quality Assurance Report (per the** [**Quality Assurance (Projects) procedure**](https://popp.undp.org/procedure/quality-assurance-projects)**)**

**Annex 2** [**Social and Environmental Screening Procedure (SESP) in Quantum+**](https://undp.lightning.force.com/lightning/o/Project__c/list?filterName=All) **(per the** [**UNDP Online Social and Environmental Screening Procedure**](https://undp.sharepoint.com/sites/Docs-Partnerships/Shared%20Documents/Forms/AllItems.aspx?id=%2Fsites%2FDocs%2DPartnerships%2FShared%20Documents%2FDocumentation%2FUNDP%20Online%20SESP%20Quantum%2B%20User%20Guide%2Epdf&parent=%2Fsites%2FDocs%2DPartnerships%2FShared%20Documents%2FDocumentation&p=true&ga=1)**)**

**Annex 3** [**Portfolio Risk Register**](https://popp.undp.org/node/326)

**Annex 4 Capacity Assessment. Results of capacity assessments of Implementing Partner(s) (including Partner Capacity Assessment Tool (PCAT) and HACT Micro Assessment)**

**Annex 5** [**Portfolio Board Terms of Reference and TORs of key management positions**](https://popp.undp.org/node/21856)

**Annex 6** [**On-Granting Provisions Applicable to the Implementing Partner(s)**](https://popp.undp.org/node/1011)**[[9]](#footnote-10)**

**Annex 7** [**Implementing Partner(s) detailed Multiyear Work Plan**](https://popp.undp.org/node/21861)

**Annex 8** [**Portfolio Theory of Change**](https://popp.undp.org/node/21866)

1. Note: Adjust signature as needed. Endorsement of the government development coordination authority may be satisfied in one of four ways. Please see the [PPM Appraise and Approve Policy](https://popp.undp.org/_layouts/15/WopiFrame.aspx?sourcedoc=/UNDP_POPP_DOCUMENT_LIBRARY/Public/PPM_Design_Appraise%20and%20Approve.docx&action=default).  [↑](#footnote-ref-2)
2. In setting Results Framework indicators please note: UNDP publishes its portfolio/project information (indicators, baselines, targets and results) to meet the International Aid Transparency Initiative (IATI) standards. Make sure that indicators are S.M.A.R.T. (Specific, Measurable, Attainable, Relevant and Time-bound), provide accurate baselines and targets underpinned by reliable evidence and data, and avoid acronyms so that external audiences clearly understand the results of the portfolio. [↑](#footnote-ref-3)
3. IP will need to demonstrate, through the multi-year work-plan and budget, that they have sufficient resourcing and capacity to manage and capture their contributions to the Portfolio Momentum and Portfolio Learning results categories of the Portfolio Results Framework. [↑](#footnote-ref-4)
4. Optional, if needed [↑](#footnote-ref-5)
5. Additional implementing partners may be included in the portfolio during its implementation. [↑](#footnote-ref-6)
6. Use bracketed text only when IP is an NGO/IGO [↑](#footnote-ref-7)
7. To be used where UNDP is the Implementing Partner [↑](#footnote-ref-8)
8. To be used where the UN, a UN fund/programme or a specialized agency is the Implementing Partner [↑](#footnote-ref-9)
9. Applicable for non-UNDP Implementing Partners that act as grant making Institution facilitating on-granting. [↑](#footnote-ref-10)