**FELLOWSHIP AGREEMENT TEMPLATE**

**INSTRUCTION SECTION:**

1. This instruction section, as well as all footnotes, headers and any other instructions in this template, are only for the Business Unit’s guidance and should be deleted before it is sent to the Sponsoring Entity for review and signature.
2. This template includes the Fellowship Agreement to be signed with a Sponsoring Entity. If the Sponsoring Entity is a private sector entity, the Fellowship Agreement formalizes a private sector partnership and thus, the [Private Sector Partnerships](https://popp.undp.org/SitePages/POPPSubject.aspx?SBJID=391&Menu=BusinessUnit&Beta=0) Policy and Procedures to formalize partnerships with private sector entities apply, including the completion of the due diligence process and the risk management of the partnership.
3. If the Sponsoring Entity wishes to collaborate with UNDP by providing Fellows for a specific Bureau or Office, the Fellowship Agreement will be signed by the Head of the relevant Bureau or Office. In all other cases, the Fellowship Agreement will be signed by the Director, Office of Human Resources (OHR/BMS) or delegated official.

Except for indicated fields, no changes may be made on this template without the approval of both the Office of Human Resources and the Legal Office, BMS.**FELLOWSHIP AGREEMENT**

**BETWEEN**

**THE UNITED NATIONS DEVELOPMENT PROGRAMME**

**AND**

**XXX[[1]](#footnote-1)**

This Fellowship Agreement (the **“Agreement**”) is entered into by the United Nations Development Programme , a subsidiary organ of the United Nations, an intergovernmental organization established by its Member States, with its headquarters in New York, NY, USA (“**UNDP**”), and XXX[[2]](#footnote-2), a XXX[[3]](#footnote-3) based in XXX (the “**Sponsoring Entity**”). UNDP and the Sponsoring Entity are hereinafter referred to individually as a “**Party**” and jointly as the “**Parties**”.

**WHEREAS**, the Parties wish to provide an opportunity to selected individuals to participate in UNDP fellowship assignments in order to gain exposure to development issues and first-hand experience of the day-to-day work of UNDP;

**WHEREAS**, the Parties wish to set out the terms and conditions for the provisions of fellows (“**Fellows**”) by the Sponsoring Entity;

**NOW, THEREFORE** the Parties have agreed to the following:

**ARTICLE 1**

**Identification and Selection of Fellows**

1.1. From time to time, UNDP may submit to the Sponsoring Entity a proposal for Fellowship assignment(s) (“**Fellowships**”), together with the terms of reference for each assignment, indicating, inter alia, the nature of the Fellowship and the UNDP office to which the Fellows would be assigned, which may be located in either the UNDP Headquarters or any other UNDP family duty station. UNDP will also inform the Sponsoring Entity, within five (5) months before the commencement date of each Fellowship, of the qualifications and experience required for each Fellowship.

1.2. Upon receipt of the proposal set forth in Article 1.1 above, the Sponsoring Entity undertakes to shortlist suitable candidates and to submit the list of candidates to UNDP. The Sponsoring Entity will also provide to UNDP the Curriculum Vitae of the shortlisted candidates and any other documents needed to ascertain the candidates’ qualifications.

* 1. The candidates shall meet the following eligibility criteria at the time of application:
	2. Be certified as medically fit for work;
	3. Have or be eligible for an appropriate entry visa in the country of assignment;
	4. Have proficiency in, English, French or Spanish depending on the duty station of assignment;
	5. XXX[[4]](#footnote-4)
	6. Candidates who are the father, mother, son, daughter, brother or sister of a UNDP staff member may not be considered for a Fellowship with UNDP. When submitting the application, all candidates must disclose their family relationships with a person already employed by UNDP as staff member or non-staff, and for Fellowships in Country Offices and Regional Centres, with a person employed by a UN agency working in the same country.
	7. The Parties may agree on additional requirements and eligibility criteria for each specific Fellowship. Upon receipt of the shortlist of candidates from the Sponsoring Entity, UNDP will select the Fellows and inform the Sponsoring Entity of the final decision regarding the selected Fellows within a reasonable timeframe. UNDP has the right to refuse any shortlisted candidate. The final decision regarding the selection and assignment of Fellows rests with UNDP.
	8. UNDP may limit the number of Fellows from the Sponsoring Entity who are placed with UNDP at any given time.

**ARTICLE 2**

**Status and Obligations of Fellows**

* 1. The Sponsoring Entity acknowledges and agrees that Fellows are not considered “staff members” nor “officials” of UNDP nor are they otherwise employed or contracted by UNDP. For purposes of the Convention on Privileges and Immunities of the United Nations of 1946 (the “**Convention**”), Fellows may be considered “experts on mission” within the meaning of article VI, [sections 22](http://www.un.org/hr_handbook/English/sourcedocuments_/09administrativ_/02%20PRIVILEGES%20AND%20IMMUNITIES/Section%2022.doc) and [23](http://www.un.org/hr_handbook/English/sourcedocuments_/09administrativ_/02%20PRIVILEGES%20AND%20IMMUNITIES/Section%2023.doc) of the Convention when performing functions for UNDP.
	2. The Sponsoring Entity shall ensure that, prior to their deployment to the relevant duty station, each Fellow signs and submits to UNDP a fellowship undertaking letter (“**Fellowship Undertaking Letter**”), substantially in the form of Annex 1 to this Agreement. The Fellowship Undertaking Letter sets forth the rights, responsibilities and obligations of the Fellow. The Fellow will not be allowed to begin the Fellowship until the signed Fellowship Undertaking Letter is received by UNDP.
	3. The Sponsoring Entity acknowledges and agrees that Fellows must respect the impartiality and independence required of the United Nations and of UNDP and shall not seek or accept instructions regarding the activities conducted during the Fellowship from any Government or from any authority, organization or body external to UNDP, including the Sponsoring Entity.

**ARTICLE 3**

**Conditions and Duration of the Fellowships**

**3.1**. Fellowships may be on a full time or part time basis, depending on the needs of UNDP. Fellowship may be performed using flexible working arrangements if:

1. The UNDP receiving office agrees in writing to accept Fellows on the basis of flexible working arrangements; and
2. The Fellow agrees that he/she is required to work the equivalent of a minimum of at least two (2) months on a full-time basis during the period of the Fellowship.
	1. Fellows will be allowed to take leave during the Fellowship at the rate of XXX[[5]](#footnote-5) (XX) days per month. Leave plans must be approved in advance by their supervisors. Sick leave will be accrued at the rate of two (2) working days per month. A medical certificate must support absences of more than seven (7) consecutive days. Official UN Holidays in the duty station of assignment will be observed by the Fellow.
	2. The duration of the Fellowships will vary according to the type of assignment and UNDP’s needs. The duration will normally be XXX[[6]](#footnote-6) months and may be extended for up to a total of twelve (12) months upon agreement by UNDP, the Sponsoring Entity and the Fellow.
	3. Fellowships may be terminated by either UNDP or the Fellow for any reason upon giving two (2) weeks’ notice, except that UNDP will be entitled to terminate a Fellowship forthwith if the Fellow breaches any of its responsibilities or obligations set forth in the Fellowship Undertaking Letter.

**ARTICLE 4**

**Obligations and Responsibilities of UNDP**

**4.1**. UNDP will provide the Fellows with a working environment conducive to the Fellows’ substantive learning and professional development and will be responsible for providing Fellows with office space, computer access, materials, office supply and other tools and equipment necessary for the Fellows to perform their duties as defined in the terms of references for the Fellowship.

**4.2**. UNDP will assign a supervisor to each Fellow, who will be a UNDP staff member in the Professional category. The supervisor will be responsible for:

1. briefing the Fellows upon arrival;
2. monitoring the Fellows’ work;
3. meeting regularly with the Fellows to provide clear guidance and coaching;
4. providing constructive feedback and ensuring that the expected results of the Fellowship are achieved;
5. conducting a written evaluation of the Fellows’ performance at the end of the Fellowship; and
6. assigning to Fellows work which is of mutual interest to UNDP and to the Fellows and that corresponds to the terms of reference of the Fellowship and which is at the appropriate level of complexity and variety.

**4.3** UNDP will ensure that Fellows are included in the security arrangements of the duty station to which the Fellows are assigned, including in the security plans and briefings. UNDP will also ensure that Fellows have the security and communications equipment required in the duty station.

**4.4**. UNDP will reimburse costs incurred by Fellows when undertaking official travel at the request of UNDP on the same basis as costs reimbursed to staff members, including the payment of daily subsistence allowances, if applicable.

**4.5**. Upon successful completion of the Fellowship, UNDP will:

1. issue a certificate of participation to each Fellow that requests it; and
2. submit to the Sponsoring Entity a report evaluation the conduct of the Fellow and the performance of the assignment, subject to any confidentiality requirements of UNDP.

**ARTICLE 5**

**Obligations and Responsibilities of the Sponsoring Entity**

**5.1.** The Sponsoring Entity will be responsible for providing financial support to the Fellows in order to enable them to complete the Fellowship. For those purposes, the Sponsoring Entity will provide the Fellows with a monthly stipend sufficient to cover costs of accommodation, medical insurance, and primary living expenses.

**5.2**. The Sponsoring Entity shall obtain the visas required by the countries where the Fellowships will be conducted and shall be responsible for arranging the international travel of the Fellows to and from such countries. The Sponsoring Entity shall be responsible for the payment of the visas’ fees and international travel to and from the duty station.

**5.3.** The Sponsoring Entity acknowledges and agrees that UNDP is not responsible for the payment of any costs or expenses incurred by the Fellow in connection with the Fellowship, other than the costs set forth in Article 4.4 above. The Sponsoring Entity further acknowledges and agrees that UNDP will bear no responsibility for medical, insurance or any other costs and expenses incurred by the Fellow arising from accidents or illness of the Fellow during the duration of the Fellowship, except for medical expenses in the event the accident or illness is caused by the gross negligence or willful conduct of UNDP.

**5.4** The Sponsoring Entity shall ensure that Fellows secure adequate medical insurance coverage for the duration of the Fellowship and that they provide to UNDP a medical certificate of good health prior to the commencement of the Fellowship. In the event that the Fellows are neither nationals nor residents of the duty station to which they are assigned, the Sponsoring Entity shall ensure that the medical coverage engaged by the Fellow includes adequate coverage for (i) transportation to the home country or country of residence of the Fellow for further treatment of illness or accidents; and (ii) repatriation of the remains to the home country or country of residence.

**Article 6**

**Liability and Indemnification**

* 1. The Sponsoring Entity acknowledges and agrees that UNDP accepts no responsibility for loss or damage to personal effects or property of the Fellow that may occur during the Fellowship.
	2. The Sponsoring Entity acknowledges and agrees that UNDP will not be responsible for any claims from any third parties for loss of or damage to their property, nor death or personal injury caused by the actions or omission of the Fellows. The Sponsoring Entity shall indemnify, hold and save harmless, and defend at its own expense, UNDP and its officials from and against all suits, claims, demands and liability of any nature and kind, including their cost and expenses, arising out of the acts or omissions of the Fellows.

**Article 7**

**Intellectual Property**

**7.1**. The Sponsoring Entity acknowledges and agrees that UNDP shall be entitled to all intellectual property and other proprietary rights, including, but not limited to, patents, copyrights and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Fellows have developed during the Fellowship and which bear a direct relation to, or are produced or prepared or collected in consequence of, or during the course of, the performance of the Fellowship.

**7.2**. The Sponsoring Entity will ensure that, (i) upon completion of the Fellowship, and at the request of UNDP, the Fellows take all necessary steps, execute all necessary documents and generally assist UNDP in securing such proprietary rights and transferring or licensing them to UNDP, and (ii) the Fellows deliver to UNDP all products, processes, inventions, ideas, know-how or documents and other materials mentioned in Article 7.1 to UNDP.

**Article 8**

**Entry in Force, Duration and Termination**

* 1. This Agreement shall enter into force on the date of the last signature by the duly appointed representatives of the Parties and shall be in full force and effect for a period of two (2) years, unless terminated earlier by either Party upon two (2) weeks' written notice to the other Party. The Parties may agree, in writing, to extend this Agreement, under the same terms and conditions, for subsequent periods of two (2) years each.
	2. In the event of termination of this Agreement the Fellowships sponsored by the Sponsoring Entity that are ongoing at the time of termination shall also terminate. The Parties shall take the necessary steps to ensure that the activities carried under ongoing Fellowships are brought to a prompt and orderly conclusion.

**Article 9**

**Name and Emblem**

**9.1**. The Sponsoring Entity will not use the name or emblem of UNDP or any abbreviation thereof, without the express prior written approval of UNDP in each case. In no event will authorization to use the UNDP name or emblem, or any abbreviation thereof, be granted for commercial purposes.

**Article 10**

**Settlement of Disputes**

**10.1**. [Any dispute between UNDP and the Sponsoring Entity relating to this Agreement, which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one (1) arbitrator, and the two (2) arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen (15) days of the appointment of two (2) arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.][[7]](#footnote-7)

**10.1.** [The Parties shall use good faith efforts to settle amicably any dispute, controversy or claim arising out of this Agreement. Any dispute, controversy or claim between the Parties arising out of this Agreement which is not settled amicably in accordance with the previous sentence shall be referred to arbitration by any of the Parties under the United Nations Commission on International Trade Law (“UNCITRAL”) Arbitration Rules then in force. The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute.][[8]](#footnote-8)

**Article 11**

**Privileges and Immunities**

**11.1.** Nothing in or relating to this Agreement shall be deemed a waiver, express, or implied, of any of the privileges and immunities of the United Nations, including its subsidiary organs.

**Article 12**

**Miscellaneous**

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

**12.2.** This Agreement may be amended only by mutual written agreement of UNDP and the Sponsoring Entity duly signed by their representatives.

IN WITNESS WHEREOF, this Agreement is signed in duplicate by the duly authorized representatives of the Parties on the dates and in the places indicated below:

|  |  |
| --- | --- |
| Signed in …………., on………………… | Signed in…………., on…………………. |
| For and on behalf of xxx\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name:Title: XXXXXX | For and on behalf of UNDP\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Name: Title:  |
|  |  |

## Annex 1

## FELLOWSHIP UNDERTAKING LETTER

Dear **[INSERT NAME**],

We are pleased to inform you that the United Nations Development Programme (UNDP) is hereby offering you a Fellowship sponsored by [**Name of Sponsoring Entity**] (“Sponsoring Entity”). This Fellowship is pursuant to the Fellowship Agreement between the Sponsoring Entity and UNDP for provision of fellows to UNDP (the “Fellowship Agreement”).

You will find the details and conditions of the Fellowship assignment in this letter. Please return this letter to UNDP with your signature as formal acceptance of the Fellowship terms and conditions herewith.

Please find below the details of the Fellowship:

Programme:

Duty Station:

Hiring Unit:

Reporting to:

Fellowship Starting Date:

Fellowship Ending Date:

The terms and conditions of the Fellowship are as follows:

1. **Status, Responsibilities and Obligations of Fellows**
2. You acknowledge and agree that you perform your fellowship under the authority of, and in full compliance with the instructions of my UNDP supervisor or any person acting on his/her behalf.
3. You Acknowledge and agree that the United Nations Staff Regulations and Staff Rules do not apply to you and that your status, rights, obligations, and duties are governed by the UNDP Fellowship Policy, the Fellowship Undertaking Letter and the Fellowship Agreement with Sponsoring Entity.
4. You acknowledge and agree that you, as a fellow, are neither a “staff member” under the Staff Regulations of the United Nations nor an “official” for the purpose of the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 (the “Convention”). You may, however, be given the status of “expert on mission” for purposes of Section 22 of Article VI of the Convention.
5. You recognize and agree that you are not entitled to the payment of any stipend, salary nor remuneration by UNDP nor will you be provided with medical or other insurance by UNDP.
6. You understand and accept that you may not represent UNDP in any official capacity nor commit UNDP, financially or otherwise.
7. You understand and accept that, as a UNDP Fellow, you must:

a. Observe all applicable regulations, rules, policies, procedures, instructions, and other directives, including all security guidance, standards and other safety and security arrangements.

b. Although Fellows are not “officials” of UNDP, comply with the standards of conduct set forth in the Secretary General’s Bulletin ST/SGB/2002/9 of 18 June 2002, entitled “Regulations Governing the Status, Basic Rights and Duties of Officials other than Secretariat Officials, and Experts on Mission”.

c. 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” and with UNDP’s Policy on “Harassment, Sexual Harassment, Discrimination, and Abuse of Authority”.

d. Upon completion of the fellowship, provide the UNDP receiving office with all materials prepared or collected by you during the Fellowship. UNDP shall be entitled to all property rights, including, but not limited to, patents, copyrights and trademarks, with regards to material that bears a direct relation to, or is made as a consequence of, the activities conducted during the Fellowship. At the request of UNDP, you shall assist UNDP in securing such property rights and transferring them to UNDP in compliance with the requirements of the applicable law.

e. Respect the impartiality and independence required of the United Nations, UNDP and the UNDP receiving office and not seek nor accept instructions regarding the activities conducted under the Fellowship from any Government or from any authority, organization or body external to UNDP.

f. Refrain from communicating at any time to the media or to any institution, person, government or any other party external to UNDP any information that has become known to you by reason of their association with the United Nations, UNDP or the UNDP receiving office unless otherwise authorized by the receiving office. You may not use any such information without the written authorization of the UNDP receiving office, and such information may never be used for personal gain. These obligations also apply after the end of the Fellowship with UNDP.

g. Refrain from any conduct that would adversely reflect on the United Nations, UNDP, or the UNDP receiving office and from engaging in any activity which is incompatible with the aims and objectives of the United Nations or UNDP.

h. Comply with your personal obligations, local laws and customs, including any taxation requirements.

1. Failure to comply with the requirements in Paragraphs 5 and 6, above of Section I, as well as other requirements set forth in this Letter, may result in the immediate termination of the Fellowship assignment.
2. You understand and agree that, should sufficient information of prohibited conduct including but not limited to sexual harassment (SH) and/or sexual exploitation and abuse (SEA) against you be brought to UNDP’s attention, UNDP shall commence an investigation into your conduct in this regard in accordance with UNDP’s regulations, rules, policies and procedures and should the allegations (i) be found to have been substantiated and (ii) should they constitute grounds for termination of the Fellowship even after the expiry or termination of the Fellowship, where such prohibited conduct involves SH or SEA, your name will be placed into an internal United Nations’ database which may affect your ability to work with/for the United Nations System in any capacity in the future.
3. **Family Members**
4. By countersigning this Letter, you certify that you are not the father, mother, son, daughter, brother or sister of a UNDP staff member.
5. **Termination**
6. A Fellowship assignment can be terminated by either UNDP or you, for any reason, and without the need to provide cause, upon giving two (2) weeks’ notice, except that UNDP may terminate the Fellowship with immediate effect in the cases set forth in Section I above.
7. **Liability and Indemnification**
8. UNDP is not responsible for any claims by any third parties for loss of or damage to their property, death or personal injury caused by your actions or omission during the Fellowship.
9. UNDP accepts no responsibility for loss or damage to your personal effects and property that may occur during the Fellowship, except for losses and damages caused by UNDP’s gross negligence or wilful acts.
10. **Employment with UNDP**
11. You may not apply for nor be appointed to any staff position with UNDP nor may you apply to (nor be considered for) consultancies or any other type of paid engagement with UNDP during the duration of your Fellowship.
12. Your Fellowship does not give rise to any right to or expectation of future employment of any kind with UNDP.

We are confident that the Fellowship will lead to a valuable experience and that it will effectively help you contribute to UNDP’s mandate.

**I herewith accept the terms and conditions of my Fellowship included herein:**

Name of Fellow (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Fellow: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. Insert name of Sponsoring Entity. [↑](#footnote-ref-1)
2. Insert name of Sponsoring Entity. [↑](#footnote-ref-2)
3. Insert the legal nature of the counterparty, for example, non-for-profit organization, Government, company, etc. [↑](#footnote-ref-3)
4. Include eligibility criteria agreed with the Sponsoring Entity. [↑](#footnote-ref-4)
5. Insert leave rate agreed with the Sponsoring Entity. This rate cannot be less than one point five (1.5) days per month. [↑](#footnote-ref-5)
6. Insert duration. [↑](#footnote-ref-6)
7. Please include this clause if the Sponsoring Entity is a Government or Governmental institution. Delete if not applicable. [↑](#footnote-ref-7)
8. Please include this clause if the Sponsoring Entity is a private party (NGO, private entity, etc.).Delete if not applicable. [↑](#footnote-ref-8)