

**TRANSFER AGREEMENT UNDER THE
WORLD BANK-UNHCR JOINT DATA CENTER MULTI-DONOR TRUST FUND
(TRUST FUND NO. TF073253)**

**OFFICE OF THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES
TRANSFER AGREEMENT
DISBURSEMENT TRUST FUND NUMBER TF0B1395**

TRANSFER AGREEMENT (hereinafter the “Agreement”), dated 02-Dec-2019, between the International Bank for Reconstruction and Development and the International Development Association (collectively, the “Bank”), acting as trustee of the World Bank-UNHCR Joint Data Center Multi-Donor Trust Fund (Trust Fund No. TF073253) (the “Trust Fund”), and the Office of the United Nations High Commissioner for Refugees (“UNHCR”, and together with the Bank, the “Parties” and each a “Party”).

PREAMBLE

WHEREAS under a Memorandum of Understanding dated April 20, 2018, the Bank and UNHCR expressed their intention to collaborate on a Joint Data Center to develop a coordinated approach in response to the need for reliable, comparable, and timely data, to enhance decision-making by policymakers and external partners with regard to activities related to forced displacement;

WHEREAS the Trust Fund has been established through trust fund administration agreements/arrangements (the “Administration Agreements/Arrangements”) between the Bank and each of the donors (collectively, the “Donors”) contributing funds to the Trust Fund;

WHEREAS pursuant to the Administration Agreements/Arrangements and under the auspices of the World Bank-UNHCR Joint Data Center, UNHCR will perform certain activities to help achieve the Trust Fund objectives and for this purpose, the annual plan for the Trust Fund (the “Annual Plan”) approved by the Management Committee shall serve as the basis for the amount of Trust Fund resources to be transferred to UNHCR annually (the “Allocation”);

WHEREAS UNHCR wishes to access Trust Fund resources in accordance with the terms of this Agreement; and

WHEREAS the Bank and UNHCR now wish to enter into this Agreement relating to the arrangements for the transfer of Trust Fund resources to UNHCR and the administration and use of such resources by UNHCR.

NOW, THEREFORE, the Bank and UNHCR hereby agree as follows:

1. DEFINITIONS

1.1. Capitalized terms used herein, but not otherwise defined in this Agreement, shall have the meanings ascribed to them in the Administration Agreements/Arrangements.

2. TRANSFER OF FUNDS BY THE TRUSTEE

2.1. Promptly following the approval of the Annual Plan, including the Allocation to UNHCR, UNHCR shall submit to the Bank a cash transfer request (the “Cash Transfer Request”), requesting the Bank to transfer the amount of the Allocation to UNHCR. Each Cash Transfer Request shall: (a) be substantially in the form attached hereto as Annex A (Form of Cash Transfer Request); (b) contain all necessary information therein; and (c) be signed by an Authorized Signatory(-ies) (as defined below).

2.2. Upon receipt of the complete Cash Transfer Request from UNHCR, and subject to availability of resources in the Trust Fund, the Bank shall transfer the amount of the Allocation in United States Dollars from the Trust Fund to UNHCR in one lump sum.

2.3. The transfer of Trust Fund funds from the Bank to UNHCR under this Section 2 shall be made to the depository account designated by UNHCR in the relevant Cash Transfer Request in United States Dollars, unless otherwise agreed between the Bank and UNHCR.

2.4. Upon the transfer of funds, the Bank shall have no responsibility, fiduciary or otherwise, for the use of Trust Fund funds transferred and activities carried out therewith, nor shall it have any responsibility for the collection of any funds due to UNHCR from any recipient of Trust Fund funds or any other entities. UNHCR shall be responsible for reporting to the Management Committee on the use of Trust Fund funds transferred to it (including on any collection of funds from any recipient of Trust Fund funds or any other entities) and its activities carried out therewith as set out in paragraph 5.2 below. The Bank does not assume any responsibility or liability towards any third party as a result of the use by UNHCR of, or implementation of any activities funded with, the Trust Fund funds transferred to UNHCR.

3. ADMINISTRATION OF FUNDING ACCOUNT BY UNHCR

3.1. Except as provided under paragraph 3.2 below, UNHCR agrees that the Trust Fund funds transferred to it under this Transfer Agreement shall be accounted for separately (the “Funding Account”).

3.2. It is agreed and acknowledged that, in line with UNHCR policies, the amount of Trust Fund funds transferred to UNHCR is subject to a deduction of seven percent (7%) for Programme Support Costs that UNHCR may retain for its own account.

3.3. UNHCR may convert Trust Fund funds received by it in the Funding Account into other currencies to facilitate their administration in accordance with the policies and procedures of UNHCR; provided that unless an additional Allocation is made by the Management Committee, UNHCR shall not be entitled to receive any additional funding from the Trust Fund to cover any shortfalls where, as a result of exchange rate fluctuations, the funds prove to be insufficient to complete activities contemplated under the approval of Allocation.

4. USE OF FUNDS BY UNHCR

4.1. Subject to the other terms of this Agreement, UNHCR shall be responsible for the use of funds transferred by the Bank and the activities carried out therewith in accordance with its policies and procedures, including but not limited to its procurement, financial management, disbursement and safeguard policies, its framework to prevent and combat fraud and corruption and its screening procedures to prevent the use of Trust Fund funds to finance terrorist activities.

4.2. UNHCR confirms that, consistent with UN Security Council Resolutions relating to terrorism, including UN Security Council Resolution 1373 (2001) and 1267 (1999) and related resolutions, it is firmly committed to the international fight against terrorism, and in particular, against the financing of terrorism. Similarly, UNHCR recognizes its obligation to comply with any applicable sanctions imposed by the UN Security Council. In addition to complying with any laws to which it is subject, UNHCR will use all reasonable efforts to ensure that the funds transferred to it in accordance with this Agreement are not used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime. If, during the term of this Agreement, UNHCR determines there are credible allegations that funds transferred to it in accordance with this Agreement have been used to provide support or assistance to individuals or entities associated with terrorism as designated by any UN Security Council sanctions regime, it will as soon as it becomes aware of it inform the Management Committee and, in consultation with the Management Committee, determine an appropriate response.

4.3. If any Trust Fund funds transferred to UNHCR are not used in accordance with the terms of this Agreement, UNHCR shall take necessary actions within its control to address the matter, including, in accordance with its policies and procedures, using reasonable efforts to recover and return to the Bank the funds that were misused. For the avoidance of doubt, if any such funds were misused due to the action of a third party without gross negligence or willful misconduct on the part of UNHCR, UNHCR shall not be required to return any such funds, which are not recovered by UNHCR notwithstanding its reasonable efforts.

4.4. Promptly after the Closing Date or termination of this Agreement, whichever is earlier, UNHCR shall return to the Bank, to such account as the Bank may designate, any remaining Trust Fund funds which were transferred to UNHCR under this Agreement, but for which no further expenditure or disbursement is due to be incurred or made by UNHCR (including, but not limited to, due to a completion, cancellation or amendment of relevant activities for which the relevant Allocation was made) ("Unused Funds"). Pending return to the Bank, UNHCR shall hold any Unused Funds in the Funding Account and report them to the Bank under Section 6 below.

5. EXERCISE OF CARE

5.1. UNHCR shall perform its functions as contemplated in this Agreement, and shall exercise the same degree of care and diligence in the discharge of its functions under this Agreement as it exercises with respect to the administration and management of any other donor funds administered by UNHCR, as applicable.

5.2. Subject to the terms of this Agreement, UNHCR shall do any and all such acts as may be necessary or appropriate for the proper administration of the Funding Account, and shall be responsible for reporting to the Management Committee on the use of Trust Fund funds transferred to it and delivery of activities financed by them, in accordance with the terms of this Agreement.

5.3. UNHCR acknowledges and agrees that:

- (a) if the Management Committee reasonably determines, through its decision by consensus and after consultation with UNHCR, that UNHCR has failed to comply with its obligations under this Agreement to a material extent, UNHCR and the Management Committee shall agree on timely and appropriate measures to be taken to resolve the matter;

- (b) any Donor may review or evaluate activities financed by the Trust Fund resources transferred to UNHCR at any time up to closure of UNHCR's Funding Account; provided that: (i) the Donor shall have agreed with UNHCR on the scope and conduct of such review or evaluation; (ii) unless otherwise agreed by UNHCR, UNHCR has received confirmation from the relevant Donor that all associated costs, including any costs incurred by UNHCR, will be borne by the Donor; and (iii) UNHCR shall provide all relevant information within the limits of UNHCR's applicable policies and procedures. It is understood that any such review or evaluation will not constitute a financial, compliance, or other audit of the Funding Account; and
- (c) In line with the single audit principle, UNHCR shall be audited solely in accordance with UN Financial Regulations and the UNHCR Financial Rules. All financial transactions and related activities covered by the UN Financial Regulations and the UNHCR Financial Rules shall be subject to audit by internal auditors and the United Nations Board of Auditors.

6. RECORDS AND REPORTING

6.1. UNHCR shall, in accordance with its rules, policies, and procedures, maintain books, records, documents and other evidence in accordance with its usual accounting procedures to substantiate sufficiently the use of the Trust Fund funds transferred to it.

6.2. UNHCR shall provide to the Management Committee the following financial information prepared in accordance with the standard accounting and reporting procedures of UNHCR:

- (a) An annual financial report for UNHCR's Funding Account, substantially in the form attached to this Agreement as Annex B (Form of Statement of Income and Expenditures), to be submitted 3 months after the end of each of the years covered by this Agreement; and
- (b) A final financial report for UNHCR's Funding Account within six (6) months after the Closing Date.

6.3. Unless the Bank and UNHCR agree otherwise, all financial reports provided under this Agreement shall be expressed in United States Dollars.

6.4. UNHCR shall provide to the Management Committee:

- (a) Annual reports on the progress of the implementation of UNHCR-executed activities in relation to funds transferred under this Agreement; and
- (b) A final report on the implementation of UNHCR-executed activities within six (6) months following the completion of UNHCR-executed activities, the Closing Date, or termination of this Agreement, whichever is earlier.

6.5. UNHCR shall provide the Bank with a list containing the name(s) and signature(s) of the officer(s) of UNHCR authorized to sign the Cash Transfer Request (an "Authorized Signatory"), substantially in the form attached to this Agreement as Annex C (Form of Authorized Signatory Letter), as such list shall be revised from time to time as necessary and kept current at all times.

7. NOTICES

7.1. All communications concerning this Agreement shall be made to the relevant person at the address, facsimile number, telephone number or electronic mail address as set out below, or at such other addresses or numbers as may be designated from time to time by that Party to the other in writing for that purpose.

(a) For the Bank:

Xavier Devictor
Manager
Global Theme Department – Fragility, Conflict & Violence
International Bank for Reconstruction and Development
International Development Association
as trustee of the World Bank-UNHCR Joint Data Center Multi-Donor Trust Fund
1818 H Street NW
Washington, D.C. 20433
U.S.A.

Telephone: +1 202 458 8036
Facsimile: +1 202 522 1289
E-mail: xdevictor@worldbank.org

(b) For UNHCR:

Ewen MacLeod
Director a.i.
Division of Resilience and Solutions
Office of the United Nations High Commissioner for Refugees
94, rue de Montbrillant
1202 Geneva
Switzerland

Telephone: +41 22 739 8245
Facsimile: +41 22 739 7377
E-mail: macleod@unhcr.org

8. DISCLOSURE; DISPUTE RESOLUTION

8.1. The Bank and UNHCR agree that this Agreement will be made publicly available, and that any other information related to this Agreement may be made publicly available or disclosed by the Bank in accordance with its policies and procedures.

8.2. UNHCR and the Bank, in coordination with the Management Committee, shall use their best efforts to amicably settle any dispute, controversy or claim arising out of or relating to this Agreement.

8.3. Nothing in this Agreement shall be considered a waiver of any privileges or immunities of the Bank or UNHCR under their respective constituent document, international convention or any applicable law.

9. EFFECTIVENESS; AMENDMENT

9.1. This Agreement shall become effective on the date when the last of the two Parties signs.

9.2. This Agreement may be amended at any time by the written agreement of the Bank and UNHCR.

10. CLOSING DATE; TERMINATION

10.1. The Bank may not transfer Trust Fund funds to UNHCR under this Agreement after June 30, 2023 (or such later date as the Bank may notify to UNHCR in writing) (the “Closing Date”).

10.2. This Agreement shall terminate upon the occurrence of any of the following: (a) the closure of the Trust Fund, or (b) unless otherwise agreed between the Bank and UNHCR, sixty (60) days after the date of a decision by the Management Committee to terminate UNHCR’s access to Trust Fund resources for any reason. Either Party may terminate this Agreement at any time before such date upon sixty (60) calendar days’ prior written notice to the other.

10.3. Notwithstanding termination of this Agreement, and unless the Bank and UNHCR agree on another course of action:

- (a) if there are outstanding financial rights and/or obligations incurred by UNHCR in the implementation of activities for which Trust Fund funds have been transferred by the Bank under this Agreement prior to the termination of this Agreement, the provisions of this Agreement shall, subject to subparagraphs (b), (c) and (d) below, continue to apply to any such Trust Fund funds transferred until the outstanding financial rights and/or obligations have been fully satisfied;
- (b) UNHCR shall take any appropriate actions for winding up its affairs in relation to the outstanding financial rights and/or obligations in an expeditious and reasonable manner;
- (c) UNHCR shall continue to receive in the Funding Account, any amounts due to UNHCR under any Allocation until all relevant rights and/or obligations have been satisfied. UNHCR will hold in the Funding Account Unused Funds from any Allocation until all outstanding financial obligations incurred in the implementation of the activities have been satisfied; and
- (d) UNHCR shall return to the Bank, in a manner agreed to with the Bank, (i) any portion of the Funding Account remaining after all such financial obligations have been satisfied, and (ii) any other Trust Fund funds received by UNHCR after the termination of this Agreement, which are otherwise due to be returned to the Bank under the terms of this Agreement.

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Annex A
Form of Cash Transfer Request

[Office of the United Nations High Commissioner for Refugees Letterhead]

[Date]

Mr. Franck Bousquet
Senior Director
Global Theme Department – Fragility, Conflict & Violence
The World Bank
As Trustee of the World Bank-UNHCR Joint Data Center Multi-Donor Trust Fund
1818 H Street NW
Washington, D.C. 20433
U.S.A.

**Re: Disbursement Trust Fund No. TF0B1395
World Bank-UNHCR Joint Data Center Multi-Donor Trust Fund
Office of the United Nations High Commissioner for Refugees Transfer
Agreement -
Cash Transfer Request**

Dear Sir:

Reference is made to the Transfer Agreement between the International Bank for Reconstruction and Development and the International Development Association (the “Bank”), as trustee of the World Bank-UNHCR Joint Data Center Multi-Donor Trust Fund (Trust Fund No. TF073253), and the Office of the United Nations High Commissioner for Refugees, effective on _____ (the “Agreement”).

Pursuant to Section 2 of the Agreement, UNHCR hereby requests the Bank to transfer USD _____ *[amount of funds]* from the Trust Fund to UNHCR for UNHCR’s use in accordance with the terms of the Agreement.

Bank Account Details for receipt of the funds:

Bank account name:
Bank account number:
Bank name:
Bank address:
Bank SWIFT code:
Routing instructions:

Sincerely,

Office of the United Nations High Commissioner for Refugees

[Name of Authorized Signatory]
[Title of Authorized Signatory]

Annex B

Form of Statement of Income and Expenditures

**United Nations High Commissioner for Refugees
Project Title**

Statement of Income and Expenditures for the period _____

	<u>Amount (USD)</u>
Funds available	
Balance as of 1 January (Year)	
Add: Remittances received in (Year)	-

Total funds available	
Less: <u>Expenditures</u>	
Staff and other personnel costs	
Supplies, commodities, materials	
Equipment and furniture	
Contractual services	
Travel	
Transfers and grants to counterparts	
General operating and other direct costs	
Total expenditures	-

Programme support costs (7%)	-

Total expenditures and programme support costs	-

Balance as at	_____

This is to certify that the above statement of income and expenditures is correct and that the expenditure was incurred in connection with the approved projects for which funds have been received.

(Signature)

(Name and Title)

(Date)

Annex C
Form of Authorized Signatory Letter

[Office of the United Nations High Commissioner for Refugees Letterhead]

[Date]

Mr. Franck Bousquet
Senior Director
Global Theme Department – Fragility, Conflict & Violence
The World Bank
As Trustee of the World Bank-UNHCR Joint Data Center Multi-Donor Trust Fund
1818 H Street NW
Washington, D.C. 20433
U.S.A.

Dear Sir:

**Re: Disbursement Trust Fund No. TF0B1395
World Bank-UNHCR Joint Data Center Multi-Donor Trust Fund
Office of the United Nations High Commissioner for Refugees Transfer
Agreement -
Authorized Signatory**

Reference is made to the Transfer Agreement between the International Bank for Reconstruction and Development and the International Development Association (the “Bank”), as trustee of the World Bank-UNHCR Joint Data Center Multi-Donor Trust Fund (Trust Fund No. TF073253), and the Office of the United Nations High Commissioner for Refugees, effective on _____ (the “Agreement”). For purposes of the Agreement, any one of the persons whose authenticated specimen signatures appear below is authorized on behalf of UNHCR to sign any request or report under the Agreement:

[Name], [Position] Specimen Signature: _____

[Name], [Position] Specimen Signature: _____

[Name], [Position] Specimen Signature: _____

Sincerely,

Office of the United Nations High Commissioner for Refugees

[Name of Authorized Signatory]
[Title of Authorized Signatory]