



## SECRETARIAT BULLETIN

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### UNFCCC SECRETARIAT GUIDELINES FOR PARTNERSHIP

#### A. INTRODUCTION AND SCOPE

1. Over the past fifteen years, business and other entities have increasingly partnered with the United Nations and have actively helped in achieving its goals. These partnerships, which complement government action, allow the United Nations to access new knowledge, expertise, financing and broad reach – resources that are often critical to advancing its work.

2. The central role of the secretariat of the United Nations Framework Convention on Climate Change, the Kyoto Protocol and the Paris Agreement (the secretariat) is to support Parties and non-Party stakeholders in implementing the [Convention](#), the [Kyoto Protocol](#) and the [Paris Agreement](#) and in enhancing climate action towards 2020 and beyond. The scale of the responsibilities arising from the implementation of the Paris Agreement matches the magnitude of opportunity for the secretariat to establish new partnerships to act on climate change.

3. The secretariat is looking for partnerships that directly or indirectly support the activities of the secretariat, and help it to leverage skills, expertise and other resources that will support and advance its mandate. These guidelines for partnership outline not only how the secretariat selects partners, but also the purpose, benefits and guiding principles of partnership with the secretariat.

4. The guidelines draw from the “[Guidelines on a Principle-based Approach to the Cooperation between the United Nations and the Business Sector](#)” prepared by the United Nations in 2015. They also take into account the relevant Financial Regulations and Rules of the United Nations.<sup>1</sup>

5. The potential partner entities, and the application of the guidelines to them, are presented in table 1 below.

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<sup>1</sup> Nothing in these guidelines is intended, or must be interpreted, to modify or otherwise change any relevant United Nations regulations and rules or UNFCCC secretariat policies and rules.

Table 1  
**Potential partner entities for the UNFCCC secretariat**

	<b>Intergovernmental</b>	<b>Governmental</b>	<b>Non - governmental</b>
<b>Not for profit</b>	- Intergovernmental organizations not part of the United Nations system - United Nations system organizations <sup>a, b</sup>	- Regional economic integration organizations <sup>a</sup> - National and subnational government agencies and subsidiary bodies <sup>a</sup>	- Non-governmental non-profit organizations - Private philanthropic foundations - Individuals
<b>For profit and business sector</b>		- State-owned companies	- Companies - Individual entrepreneurs - Business associations and coalitions - Corporate philanthropic foundations

<sup>a</sup> These entities are not subject to the guidelines presented in this document.

<sup>b</sup> For a directory of United Nations system organizations see <<http://www.unsceb.org/alpha>>, or for a chart see <[http://www.un.org/en/aboutun/structure/pdfs/UN\\_System\\_Chart\\_30June2015.pdf](http://www.un.org/en/aboutun/structure/pdfs/UN_System_Chart_30June2015.pdf)>.

## **B. PURPOSE AND PRINCIPLES OF PARTNERSHIP WITH THE UNFCCC SECRETARIAT**

6. A partnership in the context of these guidelines is understood as a voluntary and collaborative agreement between the secretariat and one or more partner entities in which participants agree to work together to achieve a common purpose or undertake a specific task, to contribute financial, in-kind and/or knowledge resources, and to share risks, responsibilities and benefits. The partnership is not for the purpose of establishing a commercial relationship or for commercial or private gain.

7. The secretariat has prepared these guidelines with the aim of facilitating new partnerships. Specifically, the guidelines aim to:

- a. Lay down procedures for the establishment and administration of partnerships;
- b. Assist partners in understanding secretariat procedures and engagement requirements;
- c. Safeguard the integrity, impartiality and independence of the secretariat and prevent and mitigate potential risks of adverse impacts on people and the environment;
- d. Provide secretariat staff with a clear understanding of the secretariat's approach to and policies on partnerships.

8. The secretariat seeks to engage in mutually beneficial collaborative partnerships with entities that share the values and principles enshrined in the [Charter of the United Nations](#), the [Convention](#), the [Kyoto Protocol](#) and the [Paris Agreement](#), as well as internationally recognized principles concerning human rights, labour, the environment and anti-corruption, and whose behaviour demonstrates a willingness to exercise social and environmental responsibility.

9. For business sector entities, such principles are reflected in the [United Nations Global Compact](#), which provides a value framework for cooperation with the business sector,<sup>2</sup> and in the [United Nations Guiding Principles on Business and Human Rights](#), which serve as the baseline for expected business conduct and as a benchmark for responsible business practices.

10. Nothing in a partnership shall be deemed to establish either party to the partnership as the agent of the other party in the partnership or create a legal association or joint venture between the parties to the partnership. Neither party has power to bind the other party or to contract in the name of the other party or create a liability against the other in any manner whatsoever. Furthermore, cooperation with the secretariat excludes any role of the partner in the secretariat's governance or decision-making processes or any right to influence its policies.

### **C. BENEFITS OF PARTNERSHIP WITH THE UNFCCC SECRETARIAT**

11. Partnerships with the secretariat provide opportunities to engage in climate action and demonstrate social and environmental responsibility. The secretariat shall fully acknowledge partnerships and partner contributions.

12. The secretariat will bring to the partnership its extensive knowledge of and experience with climate action and with the application of the Convention, the Kyoto Protocol and the Paris Agreement.

13. More information on the benefits of partnership with the secretariat is available on the [partnership page](#) of the UNFCCC website.

### **D. GUIDING PRINCIPLES OF PARTNERSHIPS**

14. The following guiding principles are set out in order to facilitate partnership and to mitigate potential political and reputational risk and any conflict of interest associated with forming the partnership.

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<sup>2</sup> Participation in Caring for Climate, the United Nations initiative for business leadership on climate change, also demonstrates the intention to follow the principles identified. This initiative was jointly convened by the secretariat, the United Nations Global Compact and the United Nations Environment Programme, and it endeavours to help prevent a climate change crisis by mobilizing a critical mass of business leaders to implement and recommend climate change solutions and policies. For more information, see <http://caringforclimate.org/about/>.

## **1. Integrity**

15. Partnerships should maintain the integrity, independence and impartiality of the secretariat and its partners. The secretariat will give particular consideration to the following to support the principle of integrity.

### **a. Advance the objectives of the Convention, the Kyoto Protocol and the Paris Agreement**

16. The objectives of the partnership, which should be clearly defined and must advance the objectives of the Convention, the Kyoto Protocol and the Paris Agreement.

### **b. Secure adequate partners**

17. The secretariat is interested in working with partners that share its values, including internationally recognized principles concerning human rights, labour, the environment and anti-corruption (see the annex).

### **c. Establish a process for due diligence**

18. The secretariat will select its partners on a case-by-case basis using due diligence (see the annex).

### **d. Ensure no unfair advantage**

19. Every entity that meets the established eligibility criteria for entering into a partnership with the secretariat, as specified in the annex, is welcome to make a proposal for partnership to the secretariat, within the parameters of these guidelines. However, a partnership does not imply exclusivity in the collaboration, or that the secretariat endorses or has a preference for a particular partner or its activities, products, services, views or opinions, as applicable.

### **e. Delineate roles and responsibilities**

20. A formal written partnership agreement between the secretariat and the partner(s), with the roles and responsibilities of the secretariat and each partner clearly set out, is needed before a partnership can be implemented. The role of the secretariat in each partnership will be determined in the context of the delivery of the secretariat's activities and in accordance with these guidelines. In addition to delineating roles and responsibilities, the partnership agreement must be based on an understanding of the secretariat's and each partner's expectations, and specify accountability, relevant resources and benefits, as well as timelines for activities agreed on, and any measurable outputs.

## **2. ACCOUNTABILITY**

21. A partnership agreement should include clear and efficient accountability procedures. These procedures should differentiate between the following:

- a. The individual accountability of each partner towards the criteria set out in the annex;

- b. The internal accountability within the partnership, that is, between the secretariat and its partner(s), including, in accordance with the regulations and rules governing each entity, an internal report confirming that the activities under the partnership have been responsive to the intended objectives.

### **3. TRANSPARENCY**

22. Cooperation with partners must be transparent. Information on the nature and scope of cooperative arrangements between the secretariat and its partner(s) should be made available to the public and recorded in the secretariat's financial statements. As a rule, this information should include disclosure of the name of the partner(s), contributions and matching funds.<sup>3</sup>

### **4. CONFIDENTIALITY**

23. Partners must respect the confidentiality of information received from the secretariat; likewise, the secretariat undertakes to respect the confidentiality of information received from its partners. Confidential or proprietary information pertaining to the secretariat or its activities, where such information has been acquired as a result of a partnership with the secretariat, shall not be used by a partner or any of its affiliates for private or commercial gain.

### **5. DISTINCTION BETWEEN PARTNERSHIPS AND PROCUREMENT ACTIVITIES**

24. Partnerships are distinct from procurement relationships:

- a. Procurement relationships are based on the commercial principle of exchange of goods or services for a monetary compensation. They serve the purpose, from a business sector entity's perspective, of financial gain, and must result from processes that are fair, transparent and competitive for the entire business community;
- b. Partnerships are based on the pursuit of common objectives, into which the secretariat and the partner(s) invest resources without seeking financial gain. Partnerships are non-exclusive and are open to multiple partners at any time.

25. The integrity of procurement relationships will be maintained with a "firewall" between partnerships and procurement relationships to ensure that commercial relationships with business entities remain independent and are managed separately.

26. The secretariat must ensure that a partnership does not result in follow-on commercial and financial obligations to the partner or any other commercial entity; for example, a situation in which a partner becomes the sole source of services or goods. Any commercial or financial obligation to the partner that does not fall under the partnership agreement shall be subject to the secretariat's procurement policy and applicable United Nations regulations and rules, and be governed by a formal written contract between the partner and the secretariat.

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<sup>3</sup> Subject to the applicable United Nations regulations and rules and UNFCCC secretariat policies and rules.

## **E. SELECTION OF A PARTNER BY THE UNFCCC SECRETARIAT**

27. In selecting its partners, the secretariat shall respect the process of due diligence, set out in the annex, which includes the application of eligibility and exclusionary criteria. The prospective partner shall disclose to the secretariat all relevant information that will allow the secretariat to conduct due diligence.

28. The number of partners and the complexity of each partnership have to be managed in accordance with the capacity, time and resources available to the secretariat and each partner for the agreed activities. The secretariat may make acceptance of a partnership conditional on the partner having sufficient resources to administer and manage the partnership.

## **F. USE OF THE UNFCCC NAME AND LOGO**

29. The following general principles apply to the use of the United Nations name, including its acronym and emblem, and of the UNFCCC name and logo by the partner in the context of a partnership:

- a. The use of the United Nations name, including its acronym and emblem, in an unmodified or modified form is not authorized;
- b. The use of the UNFCCC name and logo by a partner in an unmodified or modified form is authorized only with the express authorization in advance, in writing and upon such terms and conditions as may be specified by the secretariat in the following two instances:
  - o A partner may, on a case-by-case basis and upon request, be exceptionally authorized to use the UNFCCC name and logo on a non-exclusive basis specifically for non-commercial purposes and solely for advancing the objectives of the partnership or showing support for the purposes and activities of the UNFCCC;<sup>4</sup>
  - o With appropriate written approval, and subject to appropriate conditions on the time, manner and scope of such use, the use of a special UNFCCC logo may be exceptionally authorized exclusively to a limited number of partners in connection with the promotion of a special event or initiative, including fundraising for such an event or initiative.

30. The secretariat can provide to a partner a written acknowledgment recognizing its contribution to, or collaboration with, the secretariat.

## **G. MODALITIES OF PARTNERSHIPS**

31. Interested entities have the opportunity to propose a partnership to the secretariat either on their own initiative or in response to a call for proposal or an advance notice of partnership published by the secretariat on the UNFCCC website.

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<sup>4</sup> “Commercial use” or “use for commercial purposes” of the UNFCCC name and logo should be distinguished from “use by a commercial entity” or use by a “business sector entity”. The former term implies use in connection with or for furtherance of a profit-making enterprise. The latter term would allow the use of the UNFCCC name and logo by a business sector entity even involving the making of some profit, as long as the principal purpose of such use is to show support for the purposes and activities of the UNFCCC, including fundraising, and the generation of profit by the commercial entity is only incidental.

## 1. Calls for proposals and advance notices of partnership

32. To ensure transparency and avoid any unfair advantage, the secretariat will publicize partnership opportunities on the UNFCCC website by one of the following two options:

- a. **Call for proposal:** this will identify the objectives and scope of desired partnerships and invite entities to express their interest;
- b. **Advance notice of partnership:** in the event the secretariat envisages entering into a partnership with a partner with whom it has had contact about a proposed partnership that falls outside the scope of an existing call for proposal, before concluding any agreement, the secretariat will publicize an advance notice of partnership, identifying the objectives and scope of the intended partnership and inviting other entities to express interest in the same or a similar partnership with the secretariat.

## 2. Proposals for partnership

33. In response to either a call for proposal or an advance notice of partnership, or on their own initiative, entities interested in a partnership opportunity with the secretariat should submit a proposal for partnership. In the proposal, the entity should:

- a. Identify the call for proposal or advance notice of partnership being responded to, if any;
- b. Indicate the scope, objectives and duration of the proposed partnership and, if applicable, the financial value of its contribution;
- c. Address, to the extent possible and with supporting documentation, its capacity to enter into and implement the partnership (including proof of juridical personality, proof of sound financial management and proof of technical capacities to carry out the partnership);
- d. Address, to the extent possible and with supporting documentation, whether and how it meets each of the eligibility criteria set out in the annex, indicating any relevant present and/or past activity or advocacy with regard to these criteria;
- e. Confirm by a formal statement that it does not meet any of the exclusionary criteria set out in the annex, indicating any relevant present and/or past activity or advocacy with regard to these criteria;
- f. Include a statement of its intention to fully comply with the terms of a partnership agreement as outlined in these guidelines;<sup>5</sup>
- g. Indicate any requirements regarding the use of the UNFCCC name and logo in accordance with paragraph 29 above.

34. Proposals for partnerships should be sent by e-mail to <partnerships@unfccc.int>.

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<sup>5</sup> A sample statement of intention is as follows. "I, [name of the responsible person], [title in connection with the partner entity], hereby confirm, on behalf of [partner entity], the intention of [partner entity] to fully comply with the guidelines for partnership with the UNFCCC secretariat and with the terms of the legal instrument that will be agreed between [partner entity] and the UNFCCC secretariat should [partner entity] be selected as a partner for this project."

### **3. Review and due diligence of proposals for partnership**

35. The secretariat will review the proposal for partnership and conduct due diligence of the prospective partner (see the annex). These steps will help it to determine:

- a. The suitability of the objectives of the partnership in relation to the overarching goal to advance and support the principles enshrined in the Convention, the Kyoto Protocol and the Paris Agreement, and the activities of the secretariat;
- b. The suitability of the prospective partner, in accordance with the eligibility and exclusionary criteria set out under these guidelines (see the annex);
- c. The conformity of the proposal for partnership with these guidelines.

36. If the proposal for partnership is deemed acceptable, the secretariat will inform the partner(s) and a partnership agreement will be concluded in writing.

37. The secretariat may propose modified partnerships to a prospective partner or partners.

38. If the proposal is not accepted, the secretariat will inform the partner(s) accordingly, indicating the main reasons therefor.

### **4. Partnership agreement**

39. The partnership agreement will clearly set out, inter alia:<sup>6</sup>

- a. The scope, objectives and duration of the partnership;
- b. The roles and responsibilities of the secretariat and the partner(s), including operational targets and activities;
- c. The treatment of any confidential information exchanged by the secretariat and the partner(s);
- d. Conditions relating to the use of the UNFCCC name and logo;
- e. The reporting, monitoring and evaluation requirements for the partnership, which shall provide, inter alia, that the partnership shall be subject exclusively to internal and external auditing procedures provided for in the Financial Regulations and Rules of the United Nations, the secretariat policies and rules and UNFCCC Financial Procedures;
- f. The privileges and immunities of the United Nations and the secretariat;
- g. The indemnification of the secretariat by the partner(s) for its(their) liability towards third parties;
- h. The provision for dispute resolution, subjecting any dispute arising from the partnership to arbitration in accordance with the United Nations Commission on International Trade Law arbitration rules then obtaining.

## **H. FINAL PROVISIONS**

40. The secretariat will review these guidelines regularly on the basis of experience acquired and to reflect lessons learned and best practices. The most up-to-date version of the

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<sup>6</sup> The partnership agreement will respect applicable Financial Regulations and Rules of the United Nations as well as UNFCCC secretariat policies and rules.



guidelines will be made available on the partnership page<sup>7</sup> of the UNFCCC website and the policy section of the UNFCCC Intranet<sup>8</sup>.

41. The implementation of these guidelines, including due diligence for the selection of partners, will be further detailed in a Standard Operating Procedure to be established by the secretariat for its internal purposes.

42. This Bulletin supersedes Administrative Guideline AG/2011/2 “Guidelines for Partnerships between the UNFCCC secretariat and the Private Sector” and shall enter into force on 31 March 2017.

(*signed*) Patricia Espinosa  
Executive Secretary

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<sup>7</sup> <<http://unfccc.int/secretariat/partnerships/items/9179.php>>.

<sup>8</sup> <[https://sia.unfccc.int/Workspaces/WS\\_000012/SitePages/Welcome.aspx](https://sia.unfccc.int/Workspaces/WS_000012/SitePages/Welcome.aspx)>.

## ANNEX

### **Process for due diligence and criteria for selection of a partner by the UNFCCC secretariat**

1. The objectives of partnerships are to support and advance the principles enshrined in the Convention, the Kyoto Protocol and the Paris Agreement, and the activities of the secretariat. The secretariat applies stringent selection criteria to prospective partners and rigorous screening of proposals for partnership.

2. This annex elaborates on the criteria and process which shall be applied to ensure, in a fair, transparent and replicable manner, that partnerships entered into do not compromise the above objectives. The criteria and process aim to rule out collaborations with potential partners whose practices or reputation conflict with the principles of the United Nations or of the Convention, the Kyoto Protocol and the Paris Agreement, or with the policies or interests of the secretariat. While such criteria and process are essentially the same for both the for profit sector and the not for profit sector, some of the criteria may apply to only one sector, owing to the fundamental differences in purpose, activities and institutional character.

#### ***Criteria for due diligence***

3. When, in accordance with paragraph 33 in the guidelines, a proposal from a prospective partner is received, the secretariat will conduct due diligence in accordance with any specific criteria identified in the call for proposal or advance notice of partnership as well as the criteria set out below:

- a. **Eligibility criteria:** the secretariat will consider potential partners that meet the criteria in the following, non-exhaustive list:
  - i. Demonstrated support of the core values of the United Nations and its causes;
  - ii. Demonstrated support of the principles enshrined in the Convention, the Kyoto Protocol and the Paris Agreement;
  - iii. Demonstrated support of internationally recognized principles reflected, inter alia, in the United Nations Global Compact (being a signatory in good standing of the UN Global Compact will be an asset for selection by the secretariat) and the United Nations Guiding Principles on Business and Human Rights;
  - iv. Active engagement in partnerships and initiatives with United Nations, intergovernmental, national, subnational, industry or sectoral, non-governmental and other related organizations in support of climate, environmental and/or social causes;
  - v. Demonstrated support of the principles of sustainable development, including social and environmental corporate responsibility;
  - vi. For business sector entities, reporting on corporate environmental and social responsibility performance;
  - vii. For non-profit entities, regular monitoring and evaluation reporting;
  - viii. Compliance with recognized environmental and social standards;
  - ix. A strong relationship between the proposed partnership and the business or purpose of the entity.
- b. **Exclusionary criteria:** the secretariat will not engage with any entity whose public image is severely compromised by past activity or advocacy in one of the

categories below, or in other areas which may be deemed, at any given time, to reflect negatively on the secretariat:

- i. Systematic failure to demonstrate support of the core values of the United Nations and its causes or to demonstrate commitment to internationally recognized principles concerning human rights, labour and the environment as reflected, inter alia, in the Universal Declaration of Human Rights, the United Nations Global Compact and the United Nations Guiding Principles on Business and Human Rights;
  - ii. Illicit behaviour, including organized crime, trafficking, corruption, drug abuse or terrorism;
  - iii. Violation of sanctions established by the United Nations Security Council;
  - iv. Failure to meet other relevant obligations or responsibilities required by the United Nations or the secretariat.
- c. **Conflicts of interest and reputational risk:** the secretariat may choose not to engage with entities whose partner role may lead to conflicts of interest in other relationships they have with the secretariat (e.g. as an implementing entity or a vendor), or whose public image is affected by past activity or advocacy in one of the categories below and is not compensated for by strong performance under the eligibility criteria:
- i. For business sector entities, engagement in industries whose products or performance may negatively affect the objectives and activities of the United Nations system and the secretariat;
  - ii. For business sector entities, suspension or removal from the United Nations list of registered vendors for reasons other than contract performance alone;
  - iii. For non-profit entities, goals or activities that may impact on the perception of the impartiality of the United Nations and the secretariat;
  - iv. For all types of entities, fulfilment of any of the exclusionary criteria listed above by a person or entity closely associated with the screened entity (e.g. parent company, subsidiary, supplier, proprietor, senior employee, prominent member, donor).
- d. **Acceptance of the secretariat's legal requirements**, to be recorded in the partnership agreement, including the requirements listed in paragraph 39 (e–h) of the guidelines.

***Sources to be consulted in the due diligence research***

4. In conducting the due diligence, the secretariat shall review the information and documentation provided by the prospective partner, any information available within the United Nations system, and general information publicly available through the media, the Internet or any other relevant source, including information provided by recognized non-governmental organizations monitoring social and environmental performance of potential partners.

### ***Review by the Partnership Committee***

5. Before concluding a partnership agreement with a prospective partner, the Partnership Committee<sup>9</sup> shall review the proposal for partnership and the results of the due diligence with a view to making a recommendation to the Executive Secretary or to her/his designated official.
6. During its review, the Partnership Committee shall consider the information available, and shall weigh the benefits and the risks of the partnership for the advancement of the values and principles of the United Nations, the Convention, the Kyoto Protocol and the Paris Agreement, and for the secretariat's integrity, public image and activities. The Partnership Committee may request additional information from the prospective partner if required.
7. If the review does not reveal any objections, doubts or concerns regarding the prospective partner's practices or reputation and their impact on the objectives of the partnership, and the proposed partnership supports the secretariat's activities, the Partnership Committee shall recommend to the Executive Secretary or her/his designated official that the secretariat can engage with the partner in question. The Executive Secretary or her/his designated official shall advise the interested Programme of her/his final decision.
8. With the approval of the Executive Secretary or of her/his designated official, the secretariat Programme interested in the partnership may proceed with concluding a partnership agreement in accordance with secretariat practice. If the prospective partner is rejected, the Programme interested in the partnership shall inform the prospective partner of the rejection and the main reasons thereof.

### ***Continued due diligence during the partnership***

9. Partners must refrain from any exclusionary activity during their partnership with the secretariat. By entering into an agreement with prior knowledge of non-eligibility status, or engaging in an exclusionary activity during the partnership, a partner can be liable for damage incurred by the secretariat from such partnership. Immediate termination of the partnership by the secretariat will give no cause to the partner for claiming compensation.
10. The due diligence may be repeated at any time during the implementation of an existing partnership if objections, doubts or concerns arise regarding the partner's practices, legal status or reputation and their impact on the objectives of the partnership or the reputation and interests of the secretariat. The Partnership Committee will request the prompt conduct of a new due diligence, with special attention to the new information, further to which it will determine whether the partnership may continue or whether the secretariat should no longer engage with the partner in question, in which case the interested Programme will advise the partner accordingly and the partnership will be terminated.

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<sup>9</sup> The Executive Secretary shall appoint the members of the Partnership Committee, which shall be composed of secretariat staff members with relevant expertise including in strategic direction, legal affairs, administration and external and public relations.