Operational Instruction Ref. OI.PG.2020.01 Procedures for the Acceptance and Management of Pro Bono Goods or Services

Authority:

This Operational Instruction (OI) is promulgated by the Executive Chief Procurement Officer (ECPO) under Operational Directive (OD) - Procurement Framework, on the basis of the authority from the Executive Director.

Purpose:

The purpose of this OI is to provide instructions as to when and how UNOPS may accept and manage pro bono goods or services.

Effective Date:

This OI shall become effective **immediately.**

Promulgation Date:

06 Jul 2020

[signature redacted]

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Executive Chief Procurement Officer

1. Introduction

1.1. This OI shall apply to the acceptance and management of pro bono goods or services by UNOPS.

1.2. For the purposes of this OI, pro bono goods or services refer to goods or services that are provided at no cost to UNOPS by an entity such as (i) commercial enterprises or businesses, (ii) associations and coalitions, (iii) academic institutions, (iv) corporate foundations and philanthropic organizations, (v) non-governmental organizations (NGOs), (vi) governmental entities, or (vii) individuals (Entity).

Acceptance of pro-bono goods and services v. procurement

1.3. The acceptance and management of pro bono goods or services shall not be considered as procurement and shall be covered by this OI. However, if a regular procurement activity partially contains pro bono goods or services, the entire process shall be governed by the OI on Procurement Procedures[1].

1.4. Notwithstanding the differences between pro bono goods or services and procurement activities, the acceptance of pro bono good or services shall be done to the extent possible in accordance to the principles outlined in the OD on Procurement Framework[2]: best value for money; fairness, integrity and transparency; effective competition; and best interest of UNOPS and its partners.

Acceptance of pro-bono goods and services v. partnership

1.5. A pro-bono arrangement differs from a partnership, in particular under a collaborative agreement, as defined in OD.EO.2017.02: Management of UNOPS Partners and Resulting Agreements and underlying OIs.

1.6. In a partnership, both partners share risks and costs and expect to receive benefits in return. While in a pro-bono arrangement, the entity providing pro-bono goods or services to UNOPS does not receive any benefits in return.

1.7. For example, a collaborative agreement is defined as 'when UNOPS enters into a long term agreement with a partner to share benefits, costs and risk in relation to joint activity. Under a collaborative agreement UNOPS may benefit from partner expertise or services at no cost to the organisation (goods can not be received under a collaborative agreement), under the following scenarios:

1.8. The received expertise or services are:

- part of a two way relationship with UNOPS also committing resources; and/or
- part of a joint initiative or activity; and/or
- fall under a long term strategic collaboration

1.9. In case of uncertainty regarding a particular arrangement, the respective policy owners shall convene and make a decision as to which policy applies to the particular arrangement.

1. https://drive.google.com/file/d/13mZuEBigmZgrrXXvLX6B0947iNEL9i_H/view
2. https://drive.google.com/file/d/16E4zx7X4Le87eMMjG4fTPQPb9io7kXUz/view

2. Acceptance of pro bono goods or services

Identification of an opportunity

2.1. An opportunity for pro bono goods or services may be identified by either (a) a UNOPS unit (e.g. a corporate initiative or a project identifies a pro-bono goods or services that may be provided free of charge to UNOPS by various Entities); or (b) an Entity that has available goods and services that it wishes to offer on a pro bono basis to UNOPS.

2.2. Note that an opportunity for pro bono goods or services may only be pursued if it meets a need identified for an existing corporate/management initiative or engagement.

2.3. When an opportunity for pro bono goods or services has been identified as per paragraph 2.1 (a) above, it shall be advertised, using UNOPS template for Request of Pro Bono Goods or Services. The request shall be advertised publicly or by direct invitation to a minimum of three potential Entities. Exceptionally, the request may be addressed to one Entity only, subject to the written approval of the ECPO.

2.4. When an opportunity for pro bono goods or services has been identified as per paragraph 2.1 (b) above, the project manager for the corporate initiative or engagement shall ensure that it meets the needs of the corporate initiative or project before proceeding with its evaluation and approval under this OI.

Evaluation

2.5. Regardless of whether the opportunity has been identified as per paragraph 2.1 (a) or (b) above, the proposed pro bono goods or services shall be evaluated, both with regard to operational factors (such as needs, suitability and technical requirements) and the suitability and capacity of the Entity. The evaluation shall be carried out by an evaluation team formed in accordance with the OI on Procurement Procedures[3].

2.6. Pro bono goods or services may not be accepted from Entities that are considered ineligible as per the OI on Procurement Procedures[4], including but not limited to when the Entity is included in any relevant ineligibility lists.

2.7. The Entity shall be subject to a due diligence evaluation by UNOPS Legal Group in order to ensure that the acceptance of the pro bono goods or services may not result in harm to UNOPS reputation or image.

2.8. Pro bono goods or services shall not be accepted if they would create, or appear to create, a conflict of interest to UNOPS.

2.9. The acceptance of pro bono goods and services shall not result in de facto standardization of the Entity's goods or services, or create a need for further goods and services that can be supplied only by the Entity, and shall not give the Entity an unfair competitive advantage in any future procurement exercises for the supply of further goods or services.

2.10. Notwithstanding the above paragraph, should a need arise for additional goods or services of the type offered pro bono by the Entity, or goods or services ancillary thereto, these should be addressed through standard procurement procedures. As a general rule, the Entity may be allowed to participate

3. https://drive.google.com/file/d/13mZuEBigmZgrrXXvLX6B0947iNEL9i_H/view
4. https://drive.google.com/file/d/13mZuEBigmZgrrXXvLX6B0947iNEL9i_H/view

in such a procurement exercise, unless the provision of the pro bono goods or services would place the Entity in a conflict of interest situation, as defined in the OI on Procurement Procedures[5], e.g. if the Entity delivered pro bono services used in the preparation of the design, specifications, or other documents to be used for the procurement.

Approval Authority

2.11. In order to determine the level of authority to approve the receipt of pro bono goods or services (see Annex 1), the fair value of such pro bono goods or services shall be assessed, determined by using one or more of the fair value determination methods, including:

(a) Reference to the market price of the same or similar good or service in an active market;

(b) Valuation by a qualified appraiser;

(c) Reference to the Entity's invoice when reflective of an active market price;

(d) Valuation by any other acceptable, robust internal process and analysis that is auditable.

2.12. The approval of pro bono goods or services shall be subject to a review process, with a view to ensuring that the best interests of UNOPS and its partners are protected; and that the process to receive pro bono goods or services has been carried out in accordance with this OI.

2.13. The review shall be done by either: a Procurement Reviewer, or a contracts and property committee (CPC), subject to the applicable thresholds (see Annex 1).

2.14. The final decision to approve the receipt of pro bono goods or services (Award) shall be made by a UNOPS personnel with a valid delegation of authority (see Annex 1).

3. Management and reporting of agreements for pro bono goods or services

Legal Agreement

3.1. The receipt by UNOPS of pro bono goods or services shall be formalized in a legal agreement, using UNOPS template for Pro Bono Goods or Services Agreement and shall be signed by an authorized UNOPS personnel and an authorized representative of the Entity. Any deviations from such template must be approved by a UNOPS Legal Advisor.

Liability

3.2. Without limiting the generality of the foregoing, UNOPS shall not be responsible for any fees, costs or expenses related to or incurred by the Entity, or incur any liabilities, in connection with the provision of the pro bono goods or services.

Existing Engagement Agreement

3.3. If the receipt of the pro bono goods or services changes the nature and/or scope of the existing engagement agreement, an amendment to the existing engagement agreement shall be prepared in accordance with the OI on the Acceptance of Engagement Agreements[6].

5. https://drive.google.com/file/d/13mZuEBigmZgrrXXvLX6B0947iNEL9i_H/view
6. https://drive.google.com/file/d/1a_TowLGNNG_iuN_I7LUgp9pFiYiIuzOJ/view

Reporting

3.4. Upon signature of any new Pro Bono Goods or Services Agreement, a copy of the agreement must be shared with UNOPS Procurement Group (PG) for reporting purposes, along with any lessons learned or best practices identified which may be used to improve this OI and related processes and templates in the future.

Asset management

3.5. Pro bono goods shall become the property of UNOPS. Some such goods may qualify to be recognized as assets as per UNOPS OI on Asset Management[7] based on fair market value assessment. Such qualified items shall be maintained and managed as assets in accordance with the above OI. At the conclusion of the relevant project, unless otherwise stated in the legal agreement for pro bono goods or services, UNOPS shall have the right to redeploy or dispose of these assets at its discretion.

4. Recognition for the provisions of pro bono goods or services

4.1. Entities providing pro bono goods or services may be granted appropriate acknowledgement or recognition in accordance with UNOPS legislative framework.

4.2. UNOPS name and emblem shall not be used by the Entit(ies) without having received the prior written authorization of UNOPS the Executive Director or the Director, Head of Communications Group, in consultation with the Legal Group as may be required. In accordance with UNOPS OI on the Use of UNOPS Name and Emblem[8], the use of UNOPS name and emblem by the Entity for commercial purposes, including advertisement, display on websites or use in other promotional material, is prohibited.

4.3. Any acknowledgement or recognition of the Entity's provision of pro bono goods or services to UNOPS, or any use of UNOPS name or emblem shall be granted in a manner that ensures that such acknowledgement or recognition does not imply the endorsement, preference for or promotion of the Entity or its activities, goods or services.

Annexes

- Annex I Delegation of authority and review thresholds

7. https://drive.google.com/file/d/15v7HqQXJhdf0F9JYGPYO8H4V5OmzeJw3/view
8. https://drive.google.com/file/d/14m7BJm1Q4d1RMtk9KusEvlujTMPk4gx2/view