

Special Programme FAQs

These FAQs are intended to provide information for the benefit of the Special Programme Implementing Partners. They do not replace the provisions set out in the Project Cooperation Agreement (PCA). In the event of any conflict between these FAQs and the terms and conditions set out in the PCA, the PCA will prevail.

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1. When does my project start?

All Special Programme projects are approved by the Special Programme Executive Board after which the Secretariat works with the partners to finalize the project documents and sign the legal agreement (Project Cooperation Agreement).

- **Official start date:** The official start date of the project is the date specified in Clause III of the Project Cooperation Agreement (PCA).
- **First payment:** Once the PCA has been countersigned, UNEP will process the first payment in accordance with the agreement.
- **Start of implementation:** Activities that depend on UNEP funding should normally begin once the funds have been received by the Implementing Partner.
- **Activities that may begin earlier:** Preparatory activities, or activities financed through the partner's in-kind contribution, may begin earlier where appropriate.

2. By what date must my project be completed?

Special Programme projects are usually expected to complete implementation over a period of 36 months, although shorter implementation periods may also be agreed. Each project agreement sets out the key dates. These are:

The key dates for project completion are as follows:

- **Operational completion date:** This is the date by which all substantive project activities and outputs must be completed. It is usually specified either in paragraph 1 of Clause III of the PCA or through the reporting schedule in Clause XI.
- **No implementation after this date:** No further implementation activities should take place after the operational completion date.
- **PCA expiry date:** This is the date on which the legal agreement ends. By this date, all project closure requirements should have been completed, including final reporting, audit, evaluation where applicable, and ideally the final payment under the agreement.
- **Difference between the dates:** The operational completion date is when project activities must stop. The PCA expiry date is when all administrative and legal closure steps must be finished.

3. My project has encountered delays in implementation and I am afraid it will not be completed within the planned completion date. What should I do?

Please consult your Secretariat focal point as soon as possible no later than six months before the operational completion date if there is a risk that you will not be able to meet the planned operational completion deadline.

4. When will I receive payments under the agreement?

UNEP follows a results-based budgeting approach, with the total budget split out into 3 or 4 payments. All Special Programme project agreements specify the schedule of staggered payments, in Clause IX of the PCA.

- The first disbursement will be provided as soon as possible after the countersignature of the PCA and should take place within 60 days of signature.
- However, please note that in the case where the project bank account needs to be opened only after the PCA has been signed, this may delay the first disbursement; please plan accordingly.
- The second and following disbursements will be made according to the schedule, subject to acceptance by UNEP of progress and financial reports demonstrating expenditure of at least 70% of the prior instalment.
- The final disbursement under the agreement is always made after completion of all activities and after acceptance of final project reports. **This means that the final activities under the agreement will need to be pre-financed by the partner so please plan accordingly. There is no exception to this financial rule.**
- Total payments are up to the maximum amount of the agreement specified in Clause IX. It is not possible to request additional budget if the project exceeds the original agreed amount (*see paragraph 5 of clause IX of the agreement*)
- If the project is implemented under budget (i.e. total expenditures are less than the total approved budget), UNEP will only disburse the total amount of the actual expenditure incurred.

5. The name or account number of the bank account for the project has changed. Do I need to do anything?

Yes, you should notify the Secretariat immediately and provide updated banking documentation before the next payment is processed.

Payments under the agreement are made exclusively to the bank account specified in Clause IX.

- Any changes in bank account (including in the name of the account holder) will need to be communicated immediately to the Secretariat.
- It may be necessary to sign a project amendment to record the change, in accordance with Clause XVIII.
- The implementing partner will need to provide an updated banking information form and evidence of the new bank details. The evidence could be:
 - A void cheque;
 - A bank reference letter from the bank, on the bank's letterhead, specifying the bank account name and number;
 - A screenshot with online banking details with transactions and bank balance redacted;
 - A copy of bank card with account number and name; or
 - A copy of bank statement with transactions and bank balance redacted.

6. My Ministry has just restructured, and/or the name of the implementing entity has changed. Do I need to do anything?

Do not continue using outdated entity details in formal project documents. Please consult with the Special Programme Secretariat as soon as possible, as the change will require an amendment to the PCA, in accordance with Clause XVIII. If the name of the entity has changed, an official document will be required to support the change of name

Please see also [question 5](#) on changes to the bank account.

7. The agreement says I need to provide progress reports. What does this involve?

Partners are required to submit a narrative progress report as stipulated in the PCA to the Special Programme Secretariat.

- The report should be in the prescribed format, which is annexed to the agreement.
- The date at which reports are to be submitted are set out in Clause XI of your agreement.
- Narrative progress reports should include all relevant annexes/supporting documents, particularly the deliverables to be produced under the project.
- If progress has been delayed, this should be explained in the narrative report.
- Please refer to the Special Programme [e-learning platform](#) for detailed guidance on reporting.
- Acceptance of progress and expenditure reports are a pre-requisite for the issuance of the next payment under the agreement. The second and following disbursements will be made according to the schedule in the PCA, subject to acceptance by UNEP of progress and financial reports demonstrating expenditure of at least 70% of the prior instalment.

8. The agreement says I need to provide financial/expenditure reports. What does this involve?

Your expenditure/financial report should be submitted at the same time as the narrative progress report. The periodic expenditure/financial reporting is governed by Clause XI.

- The report should be in the prescribed format, which is annexed to the agreement.
- The report should reflect the work reported upon in the narrative progress report.
- Expenditure/financial reporting must be done on a cash basis i.e. reporting actual disbursements made, not an accrual basis.
- Any cash expenditures relating to deliverables provided in an earlier reporting period should be clearly identified in the respective report.
- The report should include a table indicating in-kind expenditure during the reporting period, as reflected in the respective tab of the agreed budget file (Annex B to the agreement)
- The second and following disbursements will be made according to the schedule set out in the PCA, subject to acceptance by UNEP of progress and financial reports demonstrating expenditure of at least 70% of the prior instalment.
- If the project includes budget for procurement of equipment and supplies, an annual inventory of such equipment and supplies should be submitted with the project reports. Please see [question 16](#) below for more information.
- Please refer to the Special Programme [e-learning platform](#) for detailed guidance on reporting.
- Draft versions of both reports should be submitted to your secretariat focal point for review, before the reports are finalized (signed and dated) by your agency.
- Expenditures must be incurred in line with the approved budget.
- Should it be anticipated that the approved budget for an activity needs to be adjusted, a discussion with the secretariat focal point should be had and written approval of a budget revision sought **prior to** incurring expenditures that exceed the approved budget.

9. How much funding will I receive under the agreement?

The total budget for the project is approved by the Special Programme Executive Board, based on the application for funding.

- All Special Programme project agreements include a schedule of staggered payments, set out in Clause IX of the agreement (see [question 4](#)).
- Payments are up to the maximum amount of the agreement specified in Clause IX. It is not possible to request additional budget if the project exceeds the original agreed amount (see *paragraph 5 of clause IX of the agreement*).
- If the project is implemented under budget, UNEP will only disburse the total amount of the expenditure within the agreed budget. It is not possible to request additional budget if the project exceeds the original agreed amount.
- Any unspent funds held by the partner must be returned to UNEP within 2 months of the termination of the agreement or the completion of the project.

10. I would like to make changes to the project budget. Can I do so?

Yes, it is possible to make adjustments to the project budget, provided these are made in accordance with the PCA and the total approved budget is not exceeded.

Budget adjustments may arise where:

- savings under one activity are needed to cover higher costs under another activity; or
- savings in one cost category are needed to cover higher costs in another cost category.

The following rules apply:

- the partner may make budget variations of up to 10% per individual budget line, provided that the total approved budget is not exceeded;
- any budget variation exceeding 10% requires UNEP's prior approval;
- depending on the nature of the change, UNEP may also determine that a formal amendment to the agreement is required;
- where a partner expects that a budget adjustment may be needed, it should consult the Secretariat focal point before incurring expenditure beyond the approved amount.

For example:

- if a budget line for Staff costs under Activity 2.1 is USD 5,000, the partner may vary that amount by up to USD 500 without exceeding the 10% flexibility limit;
- if a budget line is USD 200, the permitted variation would be USD 20.

11. Can I make any changes to the agreement or to the project once the agreement has been signed?

Yes, changes may be possible after signature, but they must be discussed and agreed with UNEP in accordance with the PCA.

The following principles apply:

- the project approved by the Executive Board is the basis for implementation under the signed agreement;
- any proposed change to the agreement or its annexes should be discussed with the Secretariat as early as possible;

- the agreement and its annexes may only be amended by written agreement between the parties.

Some changes may require additional approval. In particular:

- substantive changes to project activities are subject to approval by the co-chairs of the Executive Board;
- requests for no-cost extensions are also subject to approval by the co-chairs of the Executive Board;
- once the necessary approvals have been obtained, the Secretariat will work with the partner to update the agreement and any relevant annexes as needed.

For changes relating specifically to the project budget:

- the partner should also refer to [question 10](#);
- some budget changes may be managed within the flexibility allowed under the PCA;
- other changes may require prior UNEP approval and, depending on the circumstances, may also require a formal amendment.

12. I am hiring consultants to help implement the project. What cost category does this fall into?

Costs for consultants should be recorded under the staff/personnel cost category.

Special Programme project budgets typically include the following cost categories:

- **Staff/personnel:** this includes costs to cover staff (over and above the staff that the partner is funding) as well as any consultants or individual contractors hired to support the project's implementation.
- **Contractual services:** these are services provided by a commercial entity, usually following a competitive procurement process. For example, venue rental, printing costs, equipment hire.
- **Travel:** these are travel and per diem/daily subsistence costs related to project implementation e.g. training workshops, site visits.
- **Equipment:** this is equipment and supplies purchased with UNEP funds. Equipment hire is regarded as a contractual service, not an equipment cost. See also [question 16](#) on equipment.

13. I need to hire audio-visual equipment for training workshops. What cost category does this fall into?

Costs for **hiring** of equipment such as audio-visual equipment would fall under the contractual services cost category.

Costs for **purchase** of equipment should fall under the Equipment cost category.

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- **Staff/personnel:** this includes costs to cover staff (over and above the staff that the partner is funding) as well as any consultants or individual contractors hired to support the project's implementation.
- **Contractual services:** these are services provided by a commercial entity, usually following a competitive procurement process. For example, venue rental, printing costs, equipment hire.

- Travel: these are travel and per diem/daily substance costs related to project implementation e.g. training workshops, site visits.
- Equipment: this is equipment and supplies purchased with UNEP funds. Equipment hire is regarded as a contractual service, not an equipment cost. See also [question 16](#) on equipment.

14. The agreement says I need to provide a core indicator scorecard. What does this mean and how do I do this?

Some Special Programme project logframes contain one or two core indicators.

- These are composite indicators that have been selected following discussion with the Secretariat to allow for key aspects of your project to be highlighted and showcased. They also allow the Secretariat to report consistently across different projects using similar criteria.
- The core indicator scorecards, which were developed for your specific project with the support of the Secretariat, are the tools you will use to report progress relating to your core indicator.
- The scorecard should be submitted in the prescribed format, which is annexed to the agreement.
- The date at which reports are to be submitted is set out in Clause XI of your agreement.
- The scorecard should reflect progress during the reporting period or since the submission of the previous report.
- Please refer to the Special Programme [e-learning platform](#) for detailed guidance on reporting.

15. I have finished with implementation and I need to close down the project. What does this involve?

Once implementation of the substantive activities under the project has been completed (or in the event of termination of the project under clause XIV) the partner must submit final narrative and expenditure/financial reports.

- The timeframe for the report is set out in clause XI, either in the table under paragraph 7 or in paragraph 3.
- Reporting templates are the same as for the periodic reporting but the reports should cover the full timeframe of the project, from start to end.
- In the narrative report, the partner should highlight the project's achievements and any difficulties encountered, identifying lessons learned.
- If your project logframe includes core indicators (see [question 14](#)), the final core indicator scorecards should be submitted with the final reports, summarizing the overall progress achieved against each identified criterion.
- Reports should be accompanied by final deliverables produced by the project.
- In addition to the final narrative, expenditure/financial and (if applicable) core indicator scorecards, the following documents will be required:
 - Final inventory of equipment (please see [question 16](#) for more information)
 - Final audit (see [question 17](#) on audits)
 - Evaluation report (if provided for in the project budget)

- Once UNEP has accepted the final reports and confirmed that all closure formalities have been complied with it will issue the final disbursement (if any) under the agreement and close the agreement in its financial system.
- During or after project closure, the Secretariat may request an independent evaluator to undertake an assessment of your project, among other projects, as part of its ongoing periodic assessments of closed projects. This assessment will consider what the project achieved, what factors may have affected implementation and how sustainable the project results have been, among other issues. Your cooperation with the consultant to respond to their questions would be greatly appreciated.

16. My project includes procurement of equipment and supplies, what do I need to know?

If your project budget contains provision for procurement of goods or equipment, please pay close attention to Clause VII.

- Procurement is expected to be undertaken with due regard to principles of highest quality, economy and efficiency and based on a competitive process.
- The partner must maintain complete and accurate records of equipment, supplies and other property purchased with UNEP funds and taken periodic physical inventories. Partner should provide UNEP with an annual inventory of such equipment, property and on-expendable materials and supplies.
- By default, equipment, non-expendable materials or other property purchased with UNEP funds remain the property of UNEP unless otherwise agreed.
- In practice, where non-expenditure materials or equipment have been procured for the project with UNEP funds, once the project implementation is complete and during the project closure process, UNEP and the partner will sign an agreement transferring ownership of the property to the partner.

17. What are the audit requirements?

Clause XII covers the audit requirements for the project.

- The partner is required to submit a copy of its consolidated audited financial statements within six months of the partner's fiscal year end (i.e. on a yearly basis).
- The audit report should be issued **by an independent authority**.
- It is not necessary to undertake a specific audit of the project. For example, if the partner is subject to a normal internal audit (e.g. by the auditor general) this will suffice as long as the audit clearly identifies UNEP funding. The audit opinion should clearly indicate that UNEP funds were covered by the scope of the audit.

18. Do I need to do a project evaluation?

Although the project agreement does not contain a clause relating to project evaluations, if your project budget includes provision for an evaluation, then you will need to arrange for it.

- The evaluation must be carried out by an independent evaluator recruited by the partner. UNEP does not manage the evaluation of the country project.
- The Secretariat can provide sample Terms of Reference for the evaluation; please reach out to your Secretariat focal point.

- The evaluation is usually a terminal evaluation, that should take place in the final months of the project.
- The evaluation report will be used to assess the achievements of the project and help to showcase the results.

However, older Special Programme projects did not necessarily include provision for an evaluation.

- If this is the case with you, the Secretariat will request you to provide, in addition to the final project reports, a detailed Project Completion Report.
- The Project Completion Report is designed to capture all relevant information that may be needed for any future assessment of evaluation conducted by UNEP involving your project.

19. What happens with intellectual property under the agreement?

Any intellectual property developed under the project agreement is governed by Clause VIII.

- Publications will give appropriate credit to UNEP and, subject to question 20 below, may include UNEP's logo.
- UNEP and the partner will agree on copyright or other related rights.

20. Can I use the UNEP logo on the project's materials or deliverables?

The Secretariat will provide guidance, upon request, about the use of the UNEP logo on project deliverables and publications. **Please consult with the Secretariat before using UNEP's logo, to ensure that the conditions for its use are respected.**

21. Are there requirements for record-keeping during and after the project?

Under the project agreement (clause X) the partner is required to maintain accurate and up to date records in respect of all expenditures incurred with UNEP funds under the agreement.

- For each disbursement proper supporting documentation shall be maintained by the partner. This includes original invoices, bills and receipts.
- Upon completion of the project or termination of the agreement, the partner must keep the records **for at least 8 years unless otherwise agreed**. The partner must be able to provide these documents when requested within that period and should make provision for this in case the dedicated project team leaves.
- The partner may wish to consider sharing with UNEP electronic copies of these records, as a backup, in case of a future UNEP audit or review by the Special Programme or its donors.

22. What if things go wrong with my project?

If difficulties arise in project implementation that may affect the successful completion of the project, the partner should inform UNEP immediately and consult with the Secretariat on the way forward. Early communication is important and may help avoid more serious consequences later.

Clause XIV of the agreement sets out the rules on suspension and termination, which may be triggered by UNEP or by the Partner.

If implementation problems arise:

- the partner should notify UNEP as soon as possible if circumstances may interfere with or threaten successful completion of the project;
- the partner and UNEP should consult promptly to try to resolve the difficulties;
- the partner should not wait until the operational completion date is close if there is already a risk to implementation.

Suspension by UNEP

Where the difficulties cannot be resolved, UNEP may, after appropriate consultation, suspend the project by written notice.

If UNEP suspends the project:

- UNEP will notify the partner in writing;
- the notice will set out the conditions that must be met before implementation may resume;
- the notice will specify the deadline for meeting those conditions, which will be 30 days after the date of the suspension notice.

If the conditions are not met within the specified period:

- UNEP may terminate the project in its entirety; or
- UNEP may terminate the partner's management of the project and transfer responsibility to another institution.

Termination by the Partner

Under paragraph 5 of Clause XIV, the partner may terminate the agreement if circumstances arise that prevent it from successfully fulfilling its responsibilities under the agreement.

If the partner wishes to terminate the agreement:

- it must first consult with UNEP;
- it must give due consideration to any suggestions from UNEP to remedy the situation;
- it must submit a written notice of intent to terminate;
- the notice period must be at least 60 days.

Where suspension or termination occurs

If the agreement is suspended or terminated:

- the parties must take immediate steps to stop activities under the agreement so as to minimize losses and further expenditure;
- the partner must not make any further commitments under the project unless otherwise agreed;
- the partner must return any unspent funds or supplies to UNEP within 30 days, unless UNEP agrees otherwise in writing;
- UNEP will reimburse only those costs properly incurred in accordance with the agreement, up to the maximum approved project budget.

Transfer to another entity

Where responsibility for managing the project is transferred to another institution:

- the partner must cooperate fully with UNEP and the new institution;
- the transfer should be carried out in an orderly manner to ensure continuity and proper handover of responsibilities, records, and project assets where applicable.
- See also [question 23](#) on force majeure.

23. What is force majeure?

Force majeure is governed by clause XV of the agreement. The UN has defined force majeure as any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Party. In practical terms, force majeure refers to exceptional events or circumstances beyond the control of a party that prevent that party from carrying out its obligations under the agreement.

If a force majeure arises:

- the affected party should notify the other party in writing as soon as possible;
- the notice should explain the nature of the event and how it affects the party's ability to carry out its obligations under the agreement;
- the affected party should indicate whether the impact is likely to be temporary or ongoing, to the extent this is known.

Following notification:

- the parties should consult promptly on the most appropriate way forward;
- this may include adjustments to implementation arrangements, temporary suspension of activities, or other appropriate measures under the agreement;
- where the circumstances make continuation of the project impossible or impracticable, suspension or termination under Clause XIV may need to be considered.
- The parties will then consult on appropriate action to be taken. This may include suspension and termination under clause XIV (see [question 22](#) on termination and suspension).
- Because force majeure may have significant contractual and operational consequences, partners should inform UNEP immediately when such circumstances arise and maintain communication until the situation has been resolved.