



AGREEMENT BETWEEN
WORLD FOOD PROGRAMME (WFP)

AND

..... *[NGO'S Name]* **(The Partner)**

REGARDING THE IMPLEMENTATION OF A WFP ASSISTANCE PROGRAMME
(WFP EMOP/PRRO/PROJECT number xxxxx)

Objectives of the Agreement

..... *[NGO's name]* is a non-governmental, non-profit, non-political organization registered with the Government of ... *[country]*. It has agreed to cooperate with WFP in providing services for... *[specify the objective(s) of the operation, e.g. reception, handling, and distribution of food, monitoring of distributions; nutritional feeding; health; sanitation; water supply; programme impact evaluation and assessment, etc., and, where applicable and mutually agreed to - for the storage and secondary transport, and any other services specifically requested and agreed upon.]*.

This Agreement establishes and defines the cooperation between the Parties for the provision of services as may be described above. This agreement shall define: (a) *the modalities for the distribution of food to the beneficiaries and all tasks associated therewith;* (b) *the description of other services required to be performed, such as those in nutrition, health, sanitation, etc;* (c) *obligations of the Parties with regard to costs, communications, supply of equipment or services;* (d) *the reporting requirements of the Partner;* (e) *the payment obligations of WFP;* and (f) *such other analogous conditions for the execution of this agreement.*

1. Scope

1.1 This Agreement defines the obligations of both WFP and the Partner in the provision of services in accordance with *[reference to LOU with the government/EMOP/PRRO]*. The Parties acknowledge that, in accordance with WFP's commitment to women and gender equality, the Partner, where reasonably possible, shall ensure that food is placed directly in the hands of women and that women take a lead role in the management of food distribution. This commitment of the Parties to women and gender equality shall be a priority throughout the execution of this Agreement. The parties shall acknowledge each other's role to the general public as appropriate.

2. Commencement, Duration and Termination of Agreement

2.1 This Agreement shall commence on..... and remain in force until..... The agreement may be amended by the Parties only through mutual written consent. The Agreement

may be terminated, by either party, thirty (30) days after the date of receipt of a written notice of termination.

3. Definition of Beneficiaries and Use of Commodities provided by WFP

The definition of beneficiaries and the specific use of resources in the project activities supported by WFP and the Partner are defined in the approved Project Proposal annexed to this Agreement. WFP hereby confirms that the approved Project Proposal (both EMOP and PRRO) is in accordance with the WFP Programme Design Manual.

4. Partner's Obligations

During the course of this Agreement, the Partner shall:

- 4.1 submit for WFP's approval a budget in the agreed format for the full period of this Agreement (see Annexes 2 and 3). The budget included in the Project Proposal annexed to this agreement shall contain fully cost-justified elements for both fixed (*time-bound*) and variable (*tonnage-bound*) costs and shall indicate separately: (a) the start-up and close-down costs (where applicable); (b) a *standard (5%)* management service charge as a contribution towards the Partner's headquarters overheads;
- 4.2 in a case where the Partner collaborates in a common or parallel programme of assistance to designated beneficiaries with WFP, cost-sharing shall be defined and mutually agreed. Similarly, if services other than food distribution and monitoring are involved (such as surveys, vulnerability analysis, evaluations, etc.), agreement on responsibility for costs will be established in advance;
- 4.3 in conjunction with WFP, establish a distribution plan for the agreed planning period, providing estimates of the proposed number of beneficiaries and the means by which distribution shall be effected;
- 4.4 be responsible for the reception, storage and *handling at mutually agreed delivery points, and secondary transport to other delivery and/or distribution locations required by WFP and for distribution to beneficiaries of commodities provided by WFP*;
- 4.5 take all reasonable measures to ensure that commodities provided by WFP reach the intended beneficiaries without unreasonable delay and in the condition in which they are received. This includes arranging to recover commodities from damaged containers and the fumigation of commodities and warehouses if and where necessary (see section 7.2);
- 4.6 maintain proper accounts of all commodities received from WFP and distributed. The Partner shall maintain separate records and accounts of commodities provided by WFP under this agreement, from those commodities made available to the Partner from any other sources, unless specific written instructions are received from WFP. The Partner shall retain records for possible future inspection and audit purposes by WFP for a period of five years from the termination of this agreement. Financial transactions and financial statements shall be subject to the internal and external auditing procedures laid down in the Financial Regulations, Rules and Directives of WFP;

- 4.7 provide suitably qualified personnel and adequate means necessary for the implementation and supervision of the operations and activities agreed upon in this agreement;
- 4.8 be fully responsible for acts and omissions of its personnel. The personnel of the Partner do not have the status of staff members or employees of WFP, the United Nations or other agencies. WFP shall not accept liability for compensation for the illness, disability, death or the effects of other hazards which may be suffered by the employees of the Partner agency, whether work-related or not, or loss or damage to property or personal effects belonging to it, its personnel or a third party;
- 4.9 where transport has been provided by WFP, upon receipt of the commodities, immediately complete the relevant section of a Waybill from WFP (or WFP-appointed transporter) and sign the Waybill. The Partner shall present to WFP a list, to be updated on a regular basis, of persons authorized to sign for the reception of the commodities, including their specimen signatures and an official stamp;
- 4.10 except as provided in section 6.3, use WFP Waybill, and Landside Transport Instruction form (as applicable), or an approved NGO Delivery form and/or related documents when forwarding commodities from a warehouse to mutually agreed distribution sites or secondary warehouses;
- 4.11 cooperate, where possible, with relevant government entities and WFP for the most efficient handling, storage, transport and distribution of WFP-supplied commodities, and allow WFP personnel unobstructed access to facilities containing such commodities;
- 4.12 report to WFP in accordance with the provisions of section 6 below;
- 4.13 respect the confidentiality of any information pertaining to any individual or group of beneficiaries of activities the subject of this agreement. The contents of any files, including computerized databases, can only be released to persons outside the Partner's staff, if such persons have been duly authorized by WFP to receive such information. This does not apply to general statistical information concerning the number and location of the beneficiaries, or to photographs/videos/interviews obtained with the consent of the beneficiaries, which the Partner is free to use as it sees fit for fund-raising, *advocacy* or educational purposes;
- 4.14 except for the preference noted in section 1.1, supply commodities and work with all beneficiaries in complete impartiality, regardless of race, religion, nationality, political opinion or gender, without linking assistance, either directly or indirectly, to any religious or political persuasion. In this context, projects supported by WFP shall not include any activities to promote a specific religious or partisan political view. All NGO Partners of WFP in emergency operations are encouraged to comply with the SPHERE Humanitarian Charter and Minimum Standards (recognizing that such compliance depends in part on the quantity, quality and type of commodities supplied by WFP), and/or the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief;
- 4.15 adhere to the core principles developed by the Inter-Agency Standing Committee to prevent sexual exploitation and other abuses of power against beneficiaries and not tolerate any such abuses on the part of its staff;
- 4.16 facilitate WFP's monitoring of the commodity distribution, the storage of the commodity and the recipient beneficiaries;

- 4.17 encourage the formation of community groups/committees that shall participate in the identification of beneficiaries, their registration and the distribution of the food. Regular meetings between the Parties and with local community groups/committees, as required, shall be organized so as to ratify beneficiary targets and to brief all stakeholders on the implementation progress; and
- 4.18 retain all empty packaging, bags and containers or, as required, distribute or sell such items as jointly agreed by the Parties. The Parties agree that such empty packaging, bags and containers remain the property of WFP. In the event that the empty packaging, bags and containers are sold, the Partner shall account for the income and the Parties shall determine how such income shall be used for the benefit of the project. Should there be costs associated with storing or disposing of such items, such costs may be included in the project budget.

5. *Obligations of WFP*

During the course of this agreement, WFP shall:

- 5.1 make payments to the Partner in accordance with Section 8 below, and with the approved budget referenced in Section 4.1 above, and, subject to the availability of commodities, make available to the Partner at the agreed *delivery points* listed in Annex the quantities of commodities specified in the approved monthly distribution plan;
- 5.2 subject to the availability of commodities, provide additional quantities of commodities to address contingencies such as an increase in the number of beneficiaries;
- 5.3 be responsible for customs clearance and transportation of commodities supplied by WFP to the mutually agreed delivery points to ensure that the Partner can meet requirements specified in the monthly distribution plan;
- 5.4 notify the Partner of the receipt of commodities in-country, the monthly distribution allocation and the movement of commodities by WFP from the port or warehouses. The information shall include, but not be limited to, the type and amount of commodities transported, the means of transportation and the estimated time of arrival of commodities at the mutually agreed delivery point(s);
- 5.5 inform the Partner as far in advance as possible of any known or anticipated breaks in the pipeline supply chain and take appropriate steps to assist the Partner in minimizing risks resulting from such an event;
- 5.6 provide advice and guidance on storage and handling of commodities;
- 5.7 provide training, where necessary, for Partner staff on distribution practices, reporting (including the WFP Commodity Tracking System) and warehousing;
- 5.8 respect the confidentiality of any information provided by or pertaining to the Partner;
- 5.9 utilize suitably qualified personnel and provide adequate means necessary for the implementation and supervision of the operations and activities agreed upon in this Agreement;

- 5.10 be fully responsible for the acts and omissions of its personnel. The personnel of WFP do not have the status of staff members or employees of the Partner. The Partner shall not accept liability for compensation for the illness, disability, death or the effects of other hazards which may be suffered by the employees of WFP, whether work-related or not, or loss or damage to property or personal effects belonging to WFP, its personnel or a third party;
- 5.11 provide access to WFP communications equipment, as may be agreed by the Parties. Access to such communications equipment shall be at the expense of the Partner;
- 5.12 for all commodities handed over to the Partner, provide documentation stating the value of such commodities at the handover point, where practicable;
- 5.13 liaise on behalf of the Partners with the local authorities, as required; and
- 5.14 adhere to the core principles developed by the Inter-Agency Standing Committee to prevent sexual exploitation and other abuses of power against beneficiaries and not tolerate any such abuses on the part of its staff.

6. Reporting

- 6.1 WFP shall provide the Partner with the format for the reporting of activities performed under this agreement.
- 6.2 The Partner shall provide **monthly** reports on quantitative data relating to the project, including food stocks, losses and distribution figures, per commodity and beneficiary numbers by activity and by gender, in accordance with the reporting format as attached (Annex 1).
- 6.3 The Partner shall also provide **quarterly** progress reports, including both narrative and quantitative information. Narrative information shall include delivery and distribution arrangements, operational difficulties encountered and measures taken to overcome them, steps taken to reduce losses, the acceptability of food provided, information on complementary inputs from other sources, including those from the Partner, comments on results achieved for the direct benefit of the targeted people and how the overall situation is expected to develop and what additional programmes are proposed. Information on beneficiaries shall include, in addition, wherever possible, gender-disaggregated data such as percentage share of resources allocated to women/men, composition (by gender) of local food management and distribution committees, specifying positions held by women, and share of benefits by category of activities.
- 6.4 If mutually agreed the partner may use WFP's commodity tracking system (COMPAS), in order to facilitate reporting and for effective pipeline management. However, the partner may use its own commodity tracking system, including associated documents such as waybills, as approved by WFP.
- 6.5 A final report, consolidating information covering the whole of the agreement, shall be provided by the Partner within 90 days from the date of termination specified in section 2.1.

7. *Cargo Losses and Damage*

- 7.1 The Partner assumes full responsibility for the storage, handling and management of commodities handed over to it by WFP, and shall assume liability for any commodity damage and losses, after the commodities come under its physical control, custody or possession. Reimbursement to WFP for commodities damaged and/or lost due to the wilful or grossly negligent acts or omissions of the Partner may be made after investigation of the circumstances surrounding the loss.
- 7.2 WFP seeks to ensure that all commodities handed over to the Partner are fit for human consumption. The Partner shall inform and consult with WFP where the condition of any WFP-supplied commodities is in doubt, or there is a perceived risk of contamination of existing stock arising from acceptance of the commodity at the handover point. In such cases, WFP and *its Partner* will mutually agree on the appropriate operational measures to resolve the situation. Any costs approved by WFP for storage, recuperation, sampling and/or fumigation shall be borne by WFP.

8. *Payments*

- 8.1 The Partner shall be paid monthly by WFP on the basis of invoices submitted and approved, or statements of accounts in an agreed format, and according to the agreed budget. No payment can be made by WFP without supporting documentation certified by the Partner, and accepted/signed by a WFP-authorized representative stating:
- the project number
 - the commodity type
 - the respective total metric tons distributed during the month by shipping instruction (SI) number (where the SI has been provided by WFP)
 - total cargo losses in metric tons by SI number (where the SI has been provided by WFP)
- 8.2 WFP shall make monthly payments to the Partner in accordance with the quantity distributed, as evidenced by the certified statements and calculated by the all-inclusive rate agreed by the Parties within the project budget.
- 8.3 Payments under this Agreement shall be made by WFP within 21 days from submission to WFP of a certified statement (or invoice and appropriate documents referred to in sections 6 and 8 of this agreement). If settled in full, such payments by WFP shall constitute the full payment in connection with the services of the Partner under this Agreement. Should there be a query, in writing, on the payment requested, WFP will advance 75 % of the amount, pending submission of a satisfactory explanation on the queried account. Once satisfactory explanation is submitted and approved, the balance of the withheld amount shall be settled within 21 days from approval of the queried account. Payments may otherwise be delayed by WFP until clarification on outstanding accounts is provided by the Partner.
- 8.4 WFP shall make payments directly into an account located in the country in which the services stipulated in this Agreement occur or where the Partner is officially registered, in the currency of expenditure or otherwise as may be agreed. In principle, the Partner must be registered and recognized by the Government of the country where operations occur.

- 8.5 Where the Partner provides any additional service at the request of WFP, WFP shall pay for such services at the rate agreed between the Parties, and in accordance with the mutually agreed work plan, prior to the undertaking of the service.
- 8.6 Any proven additional costs arising out of this Agreement, for which no budget provision has been made, shall be reviewed separately on a case-by-case basis by WFP. However, payments may only be effected by WFP subject to the availability of funds.
- 8.7 WFP will, upon written request, make advance payments of up to three months of the projected total budget of the Partner, to a maximum of US\$ 100,000, except for operations of six months or less, where the advance will be 30% of the estimated budget, to a maximum of US\$ 100,000. WFP shall make the advance payments within 21 days of receipt in writing of the request.
- 8.8 Upon receipt of the final consolidated report and invoice (see 6.3 above), WFP will verify and settle, not later than 45 days, any outstanding amounts due to the Partner.
- 8.9 In the event that WFP is unable to deliver the full tonnage specified in this Agreement, whether due to a shortage of available commodities, or due to the termination or suspension of this Agreement for reasons other than the fault of the Partner, then the Partner shall be entitled to reimbursement by WFP of actual and substantiated costs resulting from commitments entered into in accordance with this Agreement prior to receiving written notice from WFP. Such reimbursement of costs shall be for a period up to two months from receipt of the notice of termination, as per clause 2.1 above, but in exceptional circumstances a longer period may be agreed with the WFP country office if required and substantiated. The Partner undertakes to use its best efforts to minimize any such costs, and to include appropriate provisions in any contracts with third parties that will enable the Partner to terminate or suspend such contracts in the event that this agreement is terminated or suspended.

9. Anti-Corruption and Anti-Fraud Clause

- 9.1 The Partner acknowledges and agrees that, in accordance with WFP's Anti-Fraud and Anti-Corruption Policy (WFP/EB.2/2010/4-C/1) (the "Policy"), WFP has zero tolerance for Fraudulent, Corrupt and/or Collusive Practices (as such terms are defined below).
- 9.2 In particular, and without limitation, the Partner represents and warrants to WFP that it has not, and it shall not, at any time:
- (a) perform any act or omit to perform any act, including any misrepresentation, in order to knowingly mislead, or attempt to mislead, WFP and/or any other party to obtain a financial or other benefit or to avoid any obligation ("Fraudulent Practice");
 - (b) offer, give, receive or solicit, directly or indirectly, or attempt to offer, give, receive or solicit, directly or indirectly, anything of value to improperly influence the actions of WFP and/or any other party ("Corrupt Practice"); nor
 - (c) enter into any arrangements with any other party or parties that are designed to achieve an improper purpose, including but not limited to improperly influencing the actions of WFP and/or any other party or engaging in price fixing ("Collusive Practice", and together with Fraudulent Practices and Corrupt Practices, "Prohibited Practices").
- 9.3 The Partner shall communicate the Policy to its officers, employees, contractors, subcontractors and agents and shall take all reasonable measures to ensure that such persons do not engage in Prohibited Practices.

- 9.4 The Partner shall immediately disclose to WFP any actual, apparent, potential or attempted Prohibited Practice that the Partner becomes aware of. To that end, the Partner shall fully cooperate, and shall take all reasonable steps to ensure that its officers, employees, contractors, subcontractors and agents fully cooperate, with any investigation of Prohibited Practices by WFP, including by complying with all reasonable requests from WFP to gain access to and inspect any records, documents and other relevant information.
- 9.5 (a) The Partner expressly acknowledges and agrees that any breach of this clause by the Partner or by any of its officers, employees, contractors, subcontractors or agents, constitutes a material breach of this Agreement, which entitles WFP to immediately terminate this Agreement without incurring any liability to Partner; and
- (b) the Partner expressly acknowledges and agrees that, in the event that WFP were to determine through an investigation or otherwise that a Prohibited Practice occurred, WFP shall have, in addition to its right to immediately terminate the Agreement, the rights to: (i) apply and enforce the relevant sanctions in accordance with WFP internal regulations, rules, procedures, practices, policies and guidelines, including referral of the matter to national authorities when appropriate; and (ii) recover all losses, financial or otherwise, suffered by WFP in connection with such Prohibited Practices.

10. Force Majeure

If at any time during the course of this Agreement it becomes impossible for the parties to perform any of their obligations for reasons of force majeure, that party shall promptly notify the other in writing of the existence of such force majeure. The party giving notice is thereby relieved from such obligations as long as force majeure persists.

11. Arbitration

Any dispute arising from this agreement that is not settled by amicable discussion between parties shall be referred to arbitration under the UNCITRAL Arbitration Rules. The arbitration shall be conducted in London in the English language, and shall be governed by the substantive law of England. The Parties agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.

12. Immunity Clause

Nothing in this agreement shall imply a waiver by the United Nations World Food Programme, the United Nations or any of its agencies or organizations of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising out of the said Agreement.

For The United Nations World Food Programme

Name:

Title :

Date :

For (Insert Name of Partner)

Name:

Title :

Date :