



**AGREEMENT BETWEEN**  
**THE WORLD FOOD PROGRAMME**

**AND**

**[Insert Full Legal Name of the NGO]**

**REGARDING THE IMPLEMENTATION OF A WFP ASSISTANCE PROGRAMME**  
**(WFP EMOP/PRRO/PROJECT number xxxxx - the “Operation”)**

These general conditions (the “**General Conditions**”), and all annexes hereto, constitute a field level agreement (the “**Agreement**”) entered into between:

- **The World Food Programme**, an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization of the United Nations, with headquarters in Rome, Italy, acting through its Country Office for [insert name of the country], of [insert full address of the Country Office] (“**WFP**”);

and

- [insert full legal name of the NGO], a non-governmental, non-profit, non-political organisation, with offices at [insert full address of the NGO in the country of the Operation] (the “**Cooperating Partner**”);

Each respectively referred to herein as a “Party”, and collectively as the “Parties”.

**GENERAL CONDITIONS**

**1. PURPOSE AND DURATION OF THE AGREEMENT**

1.1 This Agreement serves as the framework for cooperation between WFP and the Cooperating Partner in respect of the Operation. To this extent, this Agreement shall: (i) regulate the modalities of assistance to beneficiaries in the context of the Operation, including details on the programmes and activities to be implemented; and (ii) set forth the respective obligations of the Parties in respect thereof.

1.2 The designation of beneficiaries and definition of Programmes, including the specific use of resources in the Operation’s activities supported by WFP and the Cooperating Partner under this

Agreement, are set out in Annex 2 (the “**Plan of Operations**”) and Annex 3 (the “**Project Proposal**”).

- 1.3 This Agreement shall come into effect on [insert date] and remain in force until [insert date], unless terminated earlier in accordance with Article 17 of these General Conditions.
- 1.4 These General Conditions shall be complemented by special provisions (the “**Special Provisions**”), where applicable.

## **2. OBLIGATIONS OF THE COOPERATING PARTNER**

- 2.1 Without prejudice to any other provision of this Agreement, the Cooperating Partner shall:
  - (a) carry out the tasks and take on the responsibilities detailed in the Plan of Operations and the Project Proposal attached hereto as Annexes 2 and 3 (the “**Programmes**”) within the timelines indicated therein and in a professional manner, consistent with any applicable industry standards;
  - (b) provide qualified personnel and adequate means necessary for the implementation and supervision of the Programmes and activities agreed upon in this Agreement, and assume full legal responsibility for acts and/or omissions of its personnel, agents, contractors and subcontractors in connection with this Agreement;
  - (c) ensure, based on context analysis, that assistance is placed directly in the hands of women, that women receive prominent consideration in beneficiary selection and targeting, and that they take a lead role in the management of such assistance, in accordance with WFP Gender Policy (WFP/EB.1/2009/5-A/Rev.1). The empowerment of women and gender equality shall be a priority throughout the execution of this Agreement, on the condition that women are not exposed to risks of abuse or violence in any form as a result thereof;
  - (d) ensure (i) that assistance is provided to beneficiaries free of charge with full consideration for their security and safety; (ii) that beneficiary targeting criteria specified in the Plan of Operations and Project Proposal are observed; and (iii) that the Cooperating Partner, its personnel, agents, contractors and subcontractors always act in accordance with the highest ethical standards;
  - (e) implement the Programmes and provide assistance to all beneficiaries with complete impartiality regardless of race, religion, nationality, political opinion or gender (save for the preference noted in paragraph (b) above), and acknowledge that projects supported by WFP do not include any activities intended to promote a specific religious or political faith or persuasion;
  - (f) maintain separate records and accounts of all resources and funds provided by WFP under this Agreement, unless specific written instructions are received from WFP stating otherwise. Such records and accounts shall be retained in a manner that will enable the Cooperating Partner to substantiate its utilization of resources and funds in accordance with the terms of this Agreement with specific reference to the provision on Audit included at Article 6 hereof;
  - (g) guarantee the confidentiality of any information pertaining to any individual beneficiary or group of beneficiaries. Access to any related files and databases and to the information

contained therein shall be restricted to authorized personnel of the Cooperating Partner and to WFP. Notwithstanding the foregoing, the Cooperating Partner may disclose selected information to subcontractors, if required for the implementation of the Programmes and on the condition that such subcontractors are bound by confidentiality obligations no less restrictive than those referred to in this provision. The Cooperating Partner may also use, for fund-raising, advocacy or educational purposes, general statistical information concerning the number and location of the beneficiaries, or photographs/videos/interviews obtained with the consent of the beneficiaries, provided that their identity remains undisclosed;

- (h) comply with the obligations stipulated in Section A of the applicable Special Conditions; and
- (i) cooperate with WFP and any other parties involved in the implementation of the Operation.

2.2 The Cooperating Partner shall carry out its obligations in accordance with the principles of humanitarian protection set forth in WFP Humanitarian Protection Policy. In emergency operations, the Cooperating Partner shall also be guided by the SPHERE Humanitarian Charter and Minimum Standards (recognizing that compliance depends in part on the quantity, quality and type of commodities supplied by WFP), and by the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief.

### **3. OBLIGATIONS OF WFP**

3.1 Without prejudice to any other provision of this Agreement, WFP shall:

- (a) make available the resources specified in the Plan of Operations, subject to the availability thereof;
- (b) provide access to WFP communications equipment, wherever possible and as may be agreed in writing by the Parties. Access to, and use of, such communications equipment shall be at the expense of the Cooperating Partner. Such equipment shall remain at all times the property of WFP;
- (c) where necessary, liaise on behalf of the Cooperating Partner with the local authorities; and
- (d) comply with the obligations stipulated in Section B of the Special Conditions.

### **4. REPORTING**

4.1 The Cooperating Partner shall provide accurate and timely reports to WFP in the format provided in the Plan of Operations of this Agreement and in accordance with Section D of the applicable Special Conditions (the “**Special Provisions on Reporting**”).

4.2 In addition to the aforementioned periodical reporting, the Cooperating Partner shall, within ninety (90) calendar days from the date of termination of this Agreement, provide WFP with a final report consolidating information covering all activities carried out under this Agreement (the “**Final Report**”).

**5. PAYMENTS**

- 5.1 WFP shall make payments in arrears for costs incurred by the Cooperating Partner in implementing the Programmes, as detailed in Annex 4 hereto (the “**Budget**”), solely to the extent that such costs were incurred in accordance with the terms of this Agreement. Upon receipt of the Final Report and invoice, the Parties shall verify and settle, within forty five (45) calendar days, any outstanding amounts due to each other.
- 5.2 WFP’s financial commitment under this Agreement shall not exceed the amounts specified in the Budget. Each disbursement of funds made by WFP under this Agreement is subject to the availability of funds for such purpose on the due date of the disbursement.
- 5.3 WFP shall make payments to the Cooperating Partner in the currency specified in the Plan of Operations. Payment shall be made into a bank account opened in the name of the Cooperating Partner in the country in which the Operation is implemented. The details of the bank account shall be specified in the Plan of Operations. Upon written request by the Cooperating Partner, but subject to compliance with WFP’s internal rules and regulations as well as other applicable norms, WFP may consider making payments to an account registered in the name of the Cooperating Partner outside the country of the Operation.
- 5.4 Additional services provided by the Cooperating Partner at the request of WFP shall be in accordance with work plan and rates agreed upon between the Parties. Payment requests relating to services provided without prior consultation with WFP shall be reviewed on a case-by-case basis and their payment shall be subject to WFP’s approval of the service rendered and to funds’ availability.
- 5.5 Upon written request by the Cooperating Partner WFP may, at its sole discretion and subject to the availability of funding, consent to an advance payment. The advance shall not exceed the projected operational costs of the Cooperating Partner for the forthcoming three months, provided that in no case shall the advance exceed USD 100,000, and that, if the Operation has a duration of six (6) months or less, the advance shall not exceed 30% of the Budget or USD 100,000, whichever is less. WFP shall, where it decides, pay an advance within thirty (30) calendar days of receipt of the request. The advance shall be repaid by the Cooperating Partner in accordance with the repayment terms laid out in the Plan of Operations. The Cooperating Partner shall reimburse WFP for any advance payment unspent or not spent in accordance with this Agreement.
- 5.6 Payments to WFP shall be made into the WFP’s bank account specified below:

.....  
.....

**6. AUDIT**

- 6.1 The Cooperating Partner may be subject to an internal or external audit by auditors of WFP or by other authorised and qualified agents of WFP for any issue in connection with the Operation.

Such audit shall be conducted in accordance with the auditing procedures of WFP as provided in the Financial Regulations, Rules and Directives.

- 6.2 The Cooperating Partner shall provide WFP unimpeded access to all documentation relating to Programmes implemented under this Agreement for inspection and audit purposes.
- 6.3 The Cooperating Partner shall ensure that all records are retained for a period of five (5) years following the termination of this Agreement.

## **7. LIABILITY**

- 7.1 Each Party shall assume full legal responsibility and shall compensate the other for losses and costs arising from negligent or intentional acts of its personnel, agents, contractors and subcontractors. Personnel, agents, contractors and subcontractors of either Party to this Agreement shall not be considered staff members of the other Party. Unless specified in the Special Provisions, this Agreement shall not be construed as creating any principal/agent relationship or a joint venture between WFP and the Cooperating Partner or any other person. The Cooperating Partner shall not, under any circumstances, represent that it is an agent of WFP, and shall take all reasonable precautions to avoid any perception that such relationship exists.

## **8. COMMUNICATIONS; CONFIDENTIALITY**

- 8.1 WFP may provide its donors with information relating to this Agreement, its contents and its implementation, as well as copies of reports received from the Cooperating Partner hereunder.
- 8.2 In all other cases, the Parties shall communicate each other's role to the general public as agreed in each case by the Parties. This may include, without limitation, the display by the Cooperating Partner at Programme locations of WFP visibility and/or communication material as requested by WFP from time to time.
- 8.3 Without prejudice to WFP's right under Article 8.1, neither of the Parties shall communicate at any time to any other person, government or authority non-public information known to it by reason of its association with the other Party under this Agreement, except with the authorization of the other Party, nor shall a Party at any time use such information for commercial or other private advantage. These obligations do not lapse upon termination of this Agreement.

## **9. PREVENTION OF SEXUAL EXPLOITATION AND ABUSE**

- 9.1 The United Nations and WFP are committed to the protection of vulnerable populations in humanitarian crisis, including from sexual exploitation and abuse. By entering into an agreement with WFP, the Cooperating Partner undertakes to adhere to: (i) the standards set out in the Secretary-General's Bulletin Special measures for protection from sexual exploitation and sexual abuse (ST/SGB/2003/13); (ii) any minimum operating standards adopted as a result of the Statement of Commitment on Eliminating Sexual Abuse and Abuse by UN and Non-UN Personnel of 4 December 2006; and (iii) any other Protection from Sexual Exploitation and

Abuse (PSEA) policy or guideline as may be adopted by WFP, as notified to the Cooperating Partner by WFP from time to time.

- 9.2 The Cooperating Partner shall ensure that its personnel, agents, contractors and subcontractors conform to the highest standards of moral and ethical conduct. Any failure by the Cooperating Partner to take preventive measures against sexual exploitation or abuse, to investigate allegations thereof or to take corrective action, shall constitute grounds for termination of the Agreement.

## **10. FORCE MAJEURE**

- 10.1 The term Force Majeure as employed herein shall mean any unforeseen event beyond the control of the Parties that makes the performance of obligations under this Agreement impossible in whole or in part, and that reasonably justifies the suspension or termination of this Agreement, in whole or in part.
- 10.2 Neither Party shall be considered to be in breach of this Agreement to the extent that performance of an obligation under it is prevented by a Force Majeure event, which shall be notified to the other Party within fourteen (14) days of the beginning of its occurrence. The Party to which notice of the Force Majeure event has been provided shall be relieved of the corresponding reciprocal obligations. It is understood by the Parties that the existence and/or applicability of the claimed Force Majeure event may be disputed under the procedure set forth in Article 14 of this Agreement "Governing Law and Settlement of Disputes".

## **11. NOTICES**

- 11.1 Unless otherwise agreed, any correspondence, notification or communication between the Parties shall be made in writing and may be served by personal delivery or registered post, or by fax or email, at the recipient Party's address stated in the Plan of Operations. Any notice sent by registered post shall be deemed to have been served five (5) working days after the time of dispatch. Any notice sent by facsimile shall be deemed to have been served twelve (12) hours after the time it was sent and any notice sent by email shall be deemed to have been served upon reply thereto and/or confirmation of receipt sent by the email account of the recipient Party.

## **12. ANTI-TERRORISM MEASURES; ADDITIONAL CONDITIONS**

- 12.1 Consistent with numerous United Nations Security Council resolutions relating to terrorism and in particular, the financing of terrorism, WFP and its Cooperating Partners will seek to ensure that resources received under this Agreement, whether in cash or in kind, are not used, directly or indirectly, to provide support to terrorist entities or individuals.
- 12.2 In accordance with this policy, the Cooperating Partner agrees to employ all reasonable efforts to ensure that such resources (a) are not knowingly transferred directly or indirectly or otherwise used to provide support to any individual or entity associated with terrorism as designated on the list maintained by the Security Council Committee established pursuant to Security Council Resolution 1267 (1999) and 1989 (2011) (available at <http://www.un.org/Docs/sc/committees/1267/1267ListEng.htm>); or (b) any other similar lists

that may be established by the United Nations Security Council, including the list of individuals and entities maintained by the Security Council Committee established pursuant to resolutions 751 (1992) and 1907 (2009) concerning Somalia and Eritrea; and/or (c) are not used in any other manner that is prohibited by a resolution of the United Nations Security Council adopted under Chapter VII of the Charter of the United Nations.

12.3 A provision analogous to Article 12.2 shall be included in all sub-contracts or sub-agreements entered into by the Cooperating Partner under this Agreement.

### 13. ANTI-FRAUD AND ANTI-CORRUPTION PROVISIONS

13.1 The Cooperating 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).

13.2 In particular, and without limitation, the Cooperating 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 knowingly 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**").

13.3 The Cooperating 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.

13.4 The Cooperating Partner shall immediately disclose to WFP any actual, apparent, potential or attempted Prohibited Practice that the Cooperating Partner becomes aware of. To that end, the Cooperating 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.

13.5 The Cooperating Partner expressly acknowledges and agrees that:

- (a) any breach of this Article by the Cooperating 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 the Cooperating Partner; and

- (b) 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.

#### **14. GOVERNING LAW AND SETTLEMENT OF DISPUTES**

- 14.1 This Agreement and any dispute arising therefrom shall be governed by internationally accepted general principles of law and by the terms of this Agreement, to the exclusion of any choice of law rules that would defer the agreement to the laws of any given jurisdiction.
- 14.2 The Parties shall use their best efforts to settle amicably any dispute, controversy or claim arising out of this Agreement or the breach, termination or invalidity thereof. Where the Parties wish to seek such an amicable settlement through conciliation, the conciliation shall take place in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Conciliation Rules then obtaining, or according to such other procedure as may be agreed between the Parties. Unless otherwise agreed by the Parties, the place of the conciliation procedure shall be the national capital city of the country where the Operation occurs.
- 14.3 Any dispute, controversy or claim between the Parties arising out of this Agreement or the breach, termination or invalidity thereof, unless settled amicably in accordance with Article 14.2 above within sixty (60) calendar days after receipt by one Party of the other Party's request for such amicable settlement shall be referred by either Party to arbitration, which shall be conducted in accordance with the UNCITRAL Arbitration Rules then obtaining. The arbitration shall be conducted by an arbitration tribunal comprised of three arbitrators. Each Party shall appoint one arbitrator and the arbitrators so appointed shall select a third arbitrator who shall act as President of the arbitral tribunal. If, within sixty (60) calendar days as of the receipt of the notice of arbitration by the Party against which arbitration is commenced, or within sixty (60) calendar days as of the acceptance of the appointment as arbitrator by the arbitrators appointed by the Parties, as the case may be, one of the Parties fails to appoint an arbitrator or the arbitrators appointed by the Parties fail to reach an agreement on the identity of the third arbitrator, as the case may be, either of the Parties may request the appointing authority to appoint an arbitrator for the other Party or appoint the third arbitrator. The Parties agree that the appointing authority shall be the Secretary-General of the Permanent Court of Arbitration at the Hague. The arbitration tribunal shall have no authority to award punitive damages. The arbitration tribunal shall decide by a majority of votes. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such controversy, claim or dispute. The place of arbitration shall be outside the country where the Operation occurs.

#### **15. PRIVILEGES AND IMMUNITIES**

- 15.1 Nothing in this Agreement or any document entered into in connection thereof shall imply a waiver, express or implied, by WFP, the United Nations and the Food and Agriculture Organization of the United Nations of any privileges and immunities enjoyed by them pursuant



to the 1946 Convention on the Privileges and Immunities of the United Nations, the 1947 Convention on the Privileges and Immunities of the Specialized Agencies, customary international law, other relevant international or national agreements, and under domestic law.

## **16. OTHER PROVISIONS**

- 16.1 The Cooperating Partner represents and warrants that it is legally registered as a non-governmental, non-profit, non-political organisation in the country of the Operation, that it has the required legal capacity to enter into this Agreement and implement the Programmes and that it shall comply with any legislation applicable to it. The Cooperating Partner further represents and warrants that there are no claims, investigations or proceedings in progress or pending or threatened against the Cooperating Partner, which, if determined adversely, would have a material adverse effect on its capacity to implement the Programmes.
- 16.2 Where the organizational structure of the Cooperating Partner is that of a partnership or equivalent, all entities in the partnership that participate in the programme shall be defined collectively as “the Cooperating Partner” and shall be jointly and severally responsible for all Cooperating Partner’s obligations under the Agreement. These entities shall delegate to one of them the authority to enter into the Agreement for and on behalf of the Cooperating Partner, using the Letter of Authorisation and Addendum templates specified in Annex 6.A and 6.B, respectively. The Letter(s) of Authorisation and the Addendum shall form an integral part of the Agreement.
- 16.3 The personnel of the Cooperating Partner and Affiliated Entities do not have the status of staff members or employees of WFP, the United Nations or Specialized Agencies of the United Nations.
- 16.4 The personnel of WFP do not have the status of staff members or employees of the Cooperating Partner or Affiliated Entities.
- 16.5 WFP may provide the Cooperating Partner with baseline data, assessment and monitoring reports concerning areas where the Cooperating Partner operates under this Agreement, at its sole discretion and subject to its internal rules and regulations.
- 16.6 This Agreement comprises the following documents, which together constitute the entire agreement between the Parties in respect of the Programmes:
- (a) these General Conditions;
  - (b) the Special Conditions (Annex 1, and in any case as available online at [wfp.org](http://wfp.org), in respect of the relevant modalities of assistance, on the date of signature of this Agreement);
  - (c) the Letter of Authorisation and the Addendum templates (Annex 6.A and 6.B), where appropriate
  - (d) the Additional Conditions and Due Diligence Requirements (Annex 5);
  - (e) the Plan of Operations (Annex 2);
  - (f) the approved Budget (Annex 4); and
  - (g) the Project Proposal (Annex 3).

The aforementioned documents are intended to be complementary to each other, but in case of ambiguities, discrepancies or inconsistencies between them, their order of priority shall be the same order in which they are listed above.

- 16.7 The Cooperating Partner acknowledges and agrees that the Operation may include other activities that are not described herein and are implemented by WFP directly and/or with third parties.
- 16.8 Subcontractors: In the event that the Cooperating Partner requires the services of subcontractors to perform any obligations under the Agreement, the Cooperating Partner shall obtain the prior written approval of the United Nations. The terms of any subcontract shall be subject to, and shall be construed in a manner that is fully in accordance with all of the terms and conditions of the Agreement.
- 16.9 Observance of the law: The Cooperating Partner shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Agreement.

## **17. TERMINATION AND AMENDMENTS**

- 17.1 This Agreement may be terminated by either Party upon thirty (30) calendar days prior written notice to the other Party. Notwithstanding the foregoing, WFP may terminate or suspend this Agreement at any time should its mandate or the resources available for the Operation be terminated or curtailed for any reason.
- 17.2 Failure by either Party to fulfil the obligations stipulated in this Agreement may be cause for immediate termination, provided, however, that the defaulting Party is given an opportunity to remedy the default within ten (10) calendar days of the non-defaulting Party written request.
- 17.3 In the event of termination of this Agreement, both Parties shall use reasonable efforts and good faith to bring their cooperation herein to a prompt and orderly conclusion. Furthermore, upon termination of this Agreement for any reason, any balance of funds received by the Cooperating Partner and uncommitted upon (i) transmission of the notice of termination by the Cooperating Partner; or (ii) receipt by the Cooperating Partner of the notice of termination by WFP, as applicable, as well as any funds not spent in accordance with the terms of this Agreement, shall be promptly returned to WFP; and each Party shall immediately cease the use of the other Party's name, emblem, logo or trademarks (to the extent that consent for such use had been granted during the term of this Agreement) and shall not otherwise communicate with third parties in a manner that would imply any present association between the Parties.
- 17.4 Any provision of this Agreement that contemplates performance or observance by either Party subsequent to any termination or expiration of this Agreement, shall not lapse upon the termination or expiration of this Agreement.
- 17.5 This Agreement may be extended, supplemented or otherwise amended by the written agreement of duly authorised representatives of each Party.

For World Food Programme

For the Cooperating Partner

Name:

Name:

Title:

Title:

Date:

Date

**Annex 1**

**WFP COUNTRY OFFICE MUST REPLACE THIS PAGE WITH THE APPROPRIATE SET(S) OF SPECIAL  
CONDITIONS**

Annex 2

Plan of Operations

1. Summary Table

|   |  |
|---|--|
| <b>NAME OF THE COOPERATING PARTNER:</b> |  |
|---|--|

|                                |  |
|--------------------------------|--|
| <b>MODALITY OF ASSISTANCE:</b> |  |
|--------------------------------|--|

|                               |              |            |
|-------------------------------|--------------|------------|
| <b>IMPLEMENTATION PERIOD:</b> | <b>FROM:</b> | <b>TO:</b> |
|-------------------------------|--------------|------------|

|  |  |
|--|--|
| <b>LOCATION / REGION OF COOPERATING PARTNER PROGRAMMES WITHIN THE COUNTRY OF OPERATIONS:</b> |  |
|--|--|

|   |  |
|---|--|
| <b>ESTIMATED TOTAL NUMBER OF BENEFICIARIES:</b> |  |
|---|--|

|  |                               |   |
|--|-------------------------------|---|
| <b>ESTIMATED QUANTITY OF RESOURCES TRANSFERRED TO THE COOPERATING PARTNER FOR DISTRIBUTION TO BENEFICIARIES:</b> | <b>FOOD COMMODITIES (MT):</b> | <b>CASH AND/OR VALUE OF VOUCHERS (USD):</b> |
|--|-------------------------------|---|

|  |  |  |
|--|--|--|
| <b>COOPERATING PARTNER'S BUDGET ELIGIBLE FOR WFP FUNDING</b> | <b>TOTAL COST OF TECHNICAL OR SPECIALIST SERVICES:</b> |  |
|  | <b>TOTAL CASH AND VOUCHER DELIVERY COSTS:</b>          |  |
|  | <b>TOTAL LANDSIDE TRANSPORT, STORAGE AND HANDLING:</b> |  |
|  | <b>TOTAL MANAGEMENT AND ADMINISTRATIVE COSTS:</b>      |  |
|  | <b>COOPERATING PARTNER'S TOTAL DIRECT COSTS (USD):</b> |  |
|  | <b>7% MANAGEMENT FEE (USD):</b>                        |  |
|  | <b>TOTAL COST ATTRIBUTABLE TO WFP (USD):</b>           |  |

|  |  |
|--|--|
| <b>START UP ADVANCE (if applicable):</b> |  |
|--|--|

|                                    |  |
|------------------------------------|--|
| <b>REPAYMENT TERMS OF ADVANCE:</b> |  |
|------------------------------------|--|

|   |  |
|---|--|
| <b>BANK ACCOUNT DETAILS OF THE COOPERATING PARTNER:</b> |  |
|---|--|

|  |  |
|--|--|
| <b>CURRENCY OF REPORTING AND PAYMENTS:</b> |  |
|--|--|

|                              |   |  |
|------------------------------|---|--|
| <b>ADDRESSES FOR NOTICES</b> | <p><b>WFP:</b></p> <p>[Insert full address of the Country Office]</p> <p>Attention of: the Country Director.<br/>e-mail:<br/>fax:</p> | <p><b>The Cooperating Partner:</b></p> <p>[insert full legal name]<br/>[insert full address of the Cooperating Partner in the country of the Operation]</p> <p>Attention of (name and title):<br/>e-mail:<br/>fax:</p> |
|------------------------------|---|--|

2. Cooperating Partnership Focus

[insert narrative (NB: this and the following sections of this annex should provide a detailed description of the collaboration between WFP and the Cooperating Partner. The focus should be on what each specific Cooperating Partner is expected to do, not on the Operation as a whole)]

3. Anticipated Coverage

[insert]

4. Specific Objectives

- [insert];
- [insert];
- [insert].

[insert description, quantity, specifications, particular modalities]

6. Expected Outputs

[insert milestones]

7. Reporting

[insert reporting format]

**Annex 3**

**Project Proposal**

***[to be prepared by Cooperating Partner and inserted following WFP approval]***

**Annex 4**

**Budget**

***[to be prepared by Cooperating Partner and inserted following WFP approval]***



**Annex 5**

**Additional Conditions and Due Diligence Requirements**

***[to be prepared and inserted by WFP based on the nature of the Operation. If no such additional restriction or due diligence requirement applies, this Annex must only include the words “not applicable”]***

**Annex 6.A**

**Letter of Authorisation**

**Concerns: Agreement between [NGO] (“Cooperating Partner”) and WFP for the implementation of [Operation’s details]**

We, [CP fundraising office] an affiliated non-governmental, non-profit, non-political organization with offices at *[insert full address of the NGO in the country of the Operation]* hereby acknowledge and agree to be jointly and severally responsible for all Cooperating Partner’s obligations under the above-mentioned Agreement.

We hereby give full authority to [CP field office] to enter into this Agreement on our behalf.

[CP fundraising office] is registered under the laws of [country] and has offices at \_\_\_\_\_.

*[Insert full legal name of the NGO], a non-governmental, non-profit, non-political organisation, with offices at [insert full address of the NGO fundraising office].*

Name:

Title:

Date:

**Annex 6.B**

**Addendum**  
**To**

**Agreement between [NGO] (“Cooperating Partner”) and WFP  
for the implementation of [Operation’s Details]**

Notwithstanding anything else herein to the contrary, the "Cooperating Partner" is defined collectively as “[CP field office], [CP fundraising office 1], [CP fundraising office 2], affiliated non-governmental, non-profit, non-political organizations, each of which acknowledges and agrees to be jointly and severally responsible for all Cooperating Partner’s obligations under this Agreement.

[CP fundraising office 1] and [CP fundraising office 2] have given full authority to [CP field office] to enter into this agreement on their behalf in pursuance of Letters of Authorisation dated \_\_\_\_\_ and \_\_\_\_\_.

[CP field office] is registered under the laws of [field country] and has offices at \_\_\_\_\_.

*[Insert full legal name of the NGO], a non-governmental, non-profit, non-political organisation, with offices at [insert full address of the NGO in the country of the Operation].*

Name:

Title:

Date: