

Annex 1A
Special Conditions for

Food Distribution and Related Activities

1. *Subject to the availability of resources, WFP shall provide the Cooperating Partner with the food commodities specified in the Plan of Operations.*
2. *The Cooperating Partner shall be reimbursed for the costs and expenses incurred in order to implement the Programmes in accordance with the USD/Mt reimbursement rate indicated in the Plan of Operations and described in the Budget.*
3. *The Budget shall contain fully cost-justified elements for both fixed (time-bound) and variable (tonnage-bound) costs and shall separately indicate: (a) the start-up and close-down costs (where applicable); (b) any complementary activities that may add value to the Operation; (c) a fixed management fee equal to 7% of the Cooperating Partner's approved direct costs, as a contribution towards the Cooperating Partner's overhead.*
4. *Where the Cooperating Partner shall collaborate with WFP in a common or parallel programme of assistance to designated beneficiaries that is also funded by parties other than WFP, cost-sharing shall be defined and mutually agreed upon by the Parties.*
5. *Where activities other than food distribution and monitoring (including but not limited to surveys, vulnerability analyses and evaluations) shall be involved, agreement on responsibility for costs shall be established in advance.*

Section A – Special Obligations of the Cooperating Partner

In addition to its obligations under Article 2 of the General Conditions, the Cooperating Partner shall:

6. 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 brief stakeholders on the implementation progress;
7. 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 (the “**Distribution Plan**”). The Distribution Plan shall be submitted to WFP for approval.
8. Cooperate, where possible, with relevant governmental entities and WFP for the most efficient handling, storage, transport and distribution of WFP-supplied commodities (the “**Commodities**”), and allow WFP personnel unobstructed access to facilities containing such Commodities;
9. Arrange for the reception, storage, handling and transport at mutually agreed delivery points, for secondary transport to other delivery and/or distribution locations required by WFP and for distribution to beneficiaries of the Commodities;

10. Take all necessary measures to ensure that the Commodities reach the intended beneficiaries within the timelines specified in the Plan of Operations.
11. Take all necessary measures to preserve the Commodities, prevent their deterioration and mitigate any loss. Such measures may include separation, cleaning, reconditioning, disposal, fumigation and any other reasonable mitigating measures.
12. Implement and use an appropriate Commodity Tracking System for the purpose of monitoring the activities associated with the reception, storage, handling, transport and distribution of the Commodities. In the absence of suitable IT solutions, such system may be paper-based.
13. Where transport has been provided by WFP, certify the receipt of the Commodities by immediately completing and signing the relevant section of a waybill from WFP (or WFP-appointed transporter), specifying the quantity (e.g. number of packages, unit weight) and condition of the Commodities received.
14. Provide WFP with a list of persons authorized to (i) certify and sign for the reception of the Commodities, and (ii) submit to WFP certified documents, reports and information as required under this Agreement. Such list shall also include specimen signatures of authorized persons and a specimen of the Cooperating Partner's official stamp. The Cooperating Partner shall notify WFP of any change in the list;
15. Facilitate WFP's monitoring of all activities under this Agreement, including food distribution and storage;
16. Use WFP approved transport documents and delivery forms when forwarding the Commodities from a warehouse to mutually agreed distribution sites or secondary warehouses;
17. Retain all empty packaging, bags and containers or, as required, distribute or sell such items as jointly agreed by the Parties. Such empty packaging, bags and containers shall remain at any time the property of WFP and shall not be sold or donated without WFP's consent. In the event of a sale, the Cooperating Partner shall account for the income and WFP shall determine in accordance with its internal rules and regulations how such income might 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.
18. Upon the expiration or termination of this Agreement and unless otherwise agreed by the Parties, the Cooperating Partner shall return to WFP or third parties delegated by WFP any Commodities still under its physical control, custody or possession.

Section B – Special Obligations of WFP

In addition to its obligations under Article 3 of the General Conditions, WFP shall:

19. Make payments to the Cooperating Partner in accordance with Article 5 of the General Conditions, Section E of these Special Conditions and the Budget; and, subject to the availability of commodities, make available to the Cooperating Partner, at the agreed delivery

points listed in the Plan of Operations, the quantities of Commodities specified in the Distribution Plan;

20. Arrange for customs clearance and transportation of the Commodities to the mutually agreed delivery points, to ensure that the Cooperating Partner can meet requirements specified in the Distribution Plan;
21. Notify the Cooperating Partner of the receipt of the Commodities in-country, the movements from the port or warehouses, and the monthly distribution allocations. The information shall include, but shall not be limited to the type and amount of Commodities transported, the means of transportation and the estimated time of arrival at the mutually agreed delivery point(s);
22. Inform the Cooperating Partner as early as possible of any known or anticipated breaks in the pipeline supply chain and take appropriate steps to assist the Cooperating Partner in minimizing risks resulting from such an event;
23. Provide advice and guidance on storage and handling of Commodities;
24. Provide training, where necessary, for Cooperating Partner staff on distribution practices, reporting (including the commodity tracking systems) and warehousing;
25. For all Commodities handed over to the Cooperating Partner, on annual basis, provide documentation stating the value of such Commodities at the handover point, if and where necessary and practicable.

Section C – Special Conditions on Reporting

26. The Cooperating Partner shall provide periodical reports on quantitative data relating to the project, including food stocks, physical inventory count, losses, and distribution figures within the timelines outlined in the Plan of Operations. These should include commodities distributed to beneficiaries broken down by sex and age, by activity and by location, in accordance with the reporting format. Unless otherwise specified in the Plan of Operations, these reports shall be provided on a **monthly** basis and shall be submitted to WFP within thirty (30) calendar days of the end of each month of implementation of the Programme(s) to which they refer. Save as specified in Article 5.5 of the General Conditions, WFP shall not make any payment hereunder in connection with any part of the Programmes until the related reports have been received by WFP.

27. The Cooperating 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 prevent or reduce losses, acceptability of food, information on complementary inputs from other sources, comments on results achieved for the direct benefit of the targeted people, expected developments and additional programmes proposed. Wherever possible, information on beneficiaries shall include sex and age-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.

Section D - Cargo Losses and Damage

28. Without Prejudice of Article 7 of the General Conditions, the Cooperating Partner shall assume full legal responsibility for the management of the Commodities including their receipt, storage, handling, transport and distribution, and for any damage and losses to the Commodities, following their delivery from WFP. The Cooperating Partner shall have the obligation to report any such damage and losses to WFP, which shall have the right to undertake any investigation it shall deem appropriate. The Cooperating Partner shall cooperate with WFP to this effect, providing full access to personnel, facilities and stocks as required. The Cooperating Partner shall be liable and shall refund WFP in the currency of the Agreement for any loss of, or damage to, the Commodities that may arise from any breach of this Agreement or from any negligence, intended acts or omissions attributable to the Cooperating Partner or to its officials, employees, agents, servants, subcontractors and other representatives.

29. WFP seeks to ensure that all Commodities handed over to the Cooperating Partner are fit for human consumption. The Cooperating Partner shall immediately inform and consult with WFP where the condition of any WFP-supplied commodities is in doubt, or where there is a perceived risk of contamination of existing stock arising from acceptance of the commodity at the handover point. The Cooperating Partner shall provide full cooperation at all times to WFP in addressing any food safety incidents. In such cases, WFP and the Cooperating Partner shall mutually agree on the appropriate operational measures to resolve the situation. Any costs approved by WFP for sampling, analyses, storage, separation, reconditioning, disposal, or fumigation shall be borne by WFP.

Section E – Special Conditions on Payments

30. The Cooperating Partner shall be paid by WFP in a timely manner and in accordance with Article 5 of the General Conditions, on the basis of invoices submitted by the Cooperating Partner and approved by WFP, or statements of accounts in an agreed format. No payment shall be made by WFP without the supporting documentation certified by the Cooperating Partner, and accepted/signed by a WFP-authorized representative stating as a minimum the following information:

- The Operation number;
- The commodity type;
- The respective total metric tons distributed during the month by WFP reference number; and
- Total cargo losses in metric tons by WFP reference number.

31. WFP shall make monthly payments to the Cooperating 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.

32. Except for final payments under Article 5.1 of the General Conditions, payments due under this Agreement shall be made by WFP within thirty (30) calendar days from submission to WFP of a certified statement (or invoice and appropriate documents referred to in Sections C and E of these Special Conditions and in Article 5 of the General Conditions). WFP shall ensure that each payment order processed in favour of the Cooperating Partner includes reference to the relevant Cooperating Partner's invoice and/or statement of account.

33. In the event that WFP does not, due to unavailability of funds or to the suspension or termination of this Agreement, provide the full tonnage specified in this Agreement, WFP shall provide written notice of such circumstances to the Cooperating Partner. Notwithstanding such notice, WFP shall reimburse the Cooperating Partner for any actual and substantiated costs resulting from commitments incurred by the Cooperating Partner prior to the date it received notice from WFP, to the extent that such costs do not exceed two months of Total Cooperating Partner's Direct Costs as specified in the Budget and are proven to have been incurred in compliance with the terms of this Agreement. Any reimbursement shall be made by direct payment as arranged by the Parties or by setoff against funds to be refunded by the Cooperating Partner to WFP. In exceptional circumstances, an amount corresponding to a period exceeding two months may be agreed by WFP, at its sole discretion, if substantiated by the Cooperating Partner. The Cooperating Partner shall use its best efforts to minimize any such costs, and to include appropriate provisions in any contracts with third parties that shall enable the Cooperating Partner to terminate or suspend such contracts in the event that this Agreement is terminated or suspended.