



## Field Level Agreement

### Field Level Agreement between World Food Programme (WFP) and [Insert full legal name of the NGO]

Regarding the implementation of a WFP assistance programme:

[Limited Emergency Operation/ Country Strategic Plan / Interim Country Strategic Plan/Transitional Interim Country Strategic Plan] – (the “**Operation**”)

This Field Level Agreement is entered into between:

- (A) **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
- (B) [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**”; WFP and the Cooperating Partner each referred to as a “**Party**”, and collectively as the “**Parties**”).

## 1. Agreement Documents and Order of Priority

- 1.1 This Field Level Agreement, together with the following standard terms and annexes, all of which are expressly incorporated herein by reference, constitute the entire agreement between the Parties (the “**Agreement**”). The Field Level Agreement and its standard terms and annexes 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 below.

- 1) This Field Level Agreement;
- 2) [WFP General Conditions of the Field Level Agreement \[2021.V01.EN\]](#);

3) The selected WFP Special Conditions for this Field Level Agreement:

- ☐ [Food Distribution \[2021.V01.EN\]](#)
- ☐ [Cash Distribution Activities \[2021.V01.EN\]](#)
- ☐ [Vouchers Monetization \[2021.V01.EN\]](#)
- ☐ [Implementation and Monitoring of Cash & Vouchers Activities \[2021.V01.EN\]<sup>1</sup>](#)

- 4) [Letter of Authorisation \(Annex 4a\)](#) and [Addendum \(Annex 4b\)](#);
- 5) Plan of Operations ([Annex 1](#));
- 6) Budget ([Annex 3](#));
- 7) Project Proposal ([Annex 2](#));
- 8) Mandatory Declaration of Honour ([Annex 5](#));
- 9) [Secretary-General's Bulletin: Special Measures for Protection from Sexual Exploitation and Sexual Abuse \(Annex 6\)](#).

By signing this Field Level Agreement, the Cooperating Partner acknowledges that it is aware of the content of the standard terms and annexes to this Field Level Agreement.

**The full set of standard terms and annexes that are incorporated by reference in, and are applicable to, this Field Level Agreement can be accessed at the following link:**

<https://www.wfp.org/field-level-agreement-fla-2021-v01>

*If any links in this document do not work, please copy and paste the link into your browser.*

## 2. Effective Date and Term

- 2.1 The Agreement shall come into effect on the date the last Party signs it ("**Effective Date**") and shall remain in force until [Enter date], unless terminated earlier in accordance with Article 17 of the WFP General Conditions of the Field Level Agreement.

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<sup>1</sup> The template for Special Conditions for Implementation and Monitoring of Cash & Vouchers Activities is under development and, should country offices need to utilize it, consultation with the Legal Office and the NGO unit is required.

FLA Number *[Enter the FLA number here]*

### 3. Payments

3.1 Payments to WFP shall be made into the WFP's bank account specified below:

*[Insert WFP's Bank Account]*

**For: World Food Programme**

**For:**

*[Insert full legal name of the NGO]*

**Name:**

*[Insert name of WFP Signatory]*

**Name:**

*[Insert name of NGO Signatory]*

**Title:**

*[Insert title of WFP Signatory]*

**Title:**

*[Insert title of NGO Signatory]*

**Date:**

*[Enter the date the agreement is signed]*

**Date:**

*[Enter the date the agreement is signed]*

## Annex 1: Plan of Operations

### 1. Summary Table

<b>Name of the Cooperating Partner:</b>		
<b>Modalities (food, cash, capacity strengthening, technical and specialist services):</b>		
<b>Activities:</b>		
<b>Implementation period:</b>	From:	To:
<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>	Food commodities (MT):	Cash based transfer (CBT) values (USD):
<b>Cooperating Partner's Budget Eligible for WFP Funding</b>	Total cost of capacity strengthening activities:	
	Total cost of technical or specialist services (implementation costs):	
	Total CBT delivery and distribution costs:	
	Total food delivery and distribution costs:	

FLA Number *[Enter the FLA number here]*

	Total CP direct support costs:	
	Cooperating partner's total direct operational costs (USD):	
	7% management fee (USD):	
	Total cost attributable to WFP (USD):	
<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>	<b>WFP:</b> <i>[Insert full address of the Country Office]</i>  Attention of the Country Director. e-mail: fax:	<b>The Cooperating Partner:</b> <i>[Insert full legal name]</i>  <i>[Insert full address of the Cooperating Partner in the country of the Operation]</i>  Attention of (name and title): e-mail: fax:

## 2. Cooperating Partnership Focus

*[Insert narrative (NB: this and the following sections 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 objectives - description, quantity, specifications, particular modalities]*

### **5. Expected Outputs**

*[Insert milestones]*

### **6. Reporting**

## **Annex 2: Project Proposal**

*[Paste the Project Proposal here]*

FLA Number *[Enter the FLA number here]*

### **Annex 3: Budget**

*[Paste the FLA Budget Summary Sheet here]*

## Annex 4A: Letter of Authorization

**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 location]*.

*[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 4B: Addendum

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:

## **Annex 5: Mandatory Declaration of Honour**

All partners are required to provide WFP with a signed copy of the Mandatory Declaration of Honour before signing the FLA. The Declaration can be found at this link:

[Mandatory Declaration of Honour](#)

## **Annex 6: Secretary-General's Bulletin; Special Measures for Protection from Sexual Exploitation and Sexual Abuse**

ST/SGB/2003/13

### **Secretary-General's Bulletin**

#### **Special measures for protection from sexual exploitation and sexual abuse**

The Secretary-General, for the purpose of preventing and addressing cases of sexual exploitation and sexual abuse, and taking into consideration General Assembly resolution 57/306 of 15 April 2003, "Investigation into sexual exploitation of refugees by aid workers in West Africa", promulgates the following in consultation with Executive Heads of separately administered organs and programmes of the United Nations:

#### **Section 1**

##### **Definitions**

For the purposes of the present bulletin, the term "sexual exploitation" means any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another. Similarly, the term "sexual abuse" means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.

#### **Section 2**

##### **Scope of application**

2.1 The present bulletin shall apply to all staff of the United Nations, including staff of separately administered organs and programmes of the United Nations.

2.2 United Nations forces conducting operations under United Nations command and control are prohibited from committing acts of sexual exploitation and sexual abuse, and have a particular duty of care towards women and children, pursuant to section 7 of Secretary-General's bulletin ST/SGB/1999/13, entitled "Observance by United Nations forces of international humanitarian law".

2.3 Secretary-General's bulletin ST/SGB/253, entitled "Promotion of equal treatment of men and women in the Secretariat and prevention of sexual harassment", and the related administrative instruction<sup>1</sup> set forth policies and procedures for handling cases of sexual harassment in the Secretariat of the United Nations. Separately administered organs and programmes of the United Nations have promulgated similar policies and procedures.

#### **Section 3**

##### **Prohibition of sexual exploitation and sexual abuse**

3.1 Sexual exploitation and sexual abuse violate universally recognized international legal norms and standards and have always been unacceptable behaviour and prohibited conduct for United Nations staff. Such conduct is prohibited by the United Nations Staff Regulations and Rules.

3.2 In order to further protect the most vulnerable populations, especially women and children, the following specific standards which reiterate existing general obligations under the United Nations Staff Regulations and Rules, are promulgated:

- a. Sexual exploitation and sexual abuse constitute acts of serious misconduct and are therefore grounds for disciplinary measures, including summary dismissal;
- b. Sexual activity with children (persons under the age of 18) is prohibited regardless of the age of majority or age of consent locally. Mistaken belief in the age of a child is not a defence;
- c. Exchange of money, employment, goods or services for sex, including sexual favours or other forms of humiliating, degrading or exploitative behaviour, is prohibited. This includes any exchange of assistance that is due to beneficiaries of assistance;
- d. Sexual relationships between United Nations staff and beneficiaries of assistance, since they are based on inherently unequal power dynamics, undermine the credibility and integrity of the work of the United Nations and are strongly discouraged;
- e. Where a United Nations staff member develops concerns or suspicions regarding sexual exploitation or sexual abuse by a fellow worker, whether in the same agency or not and whether or not within the United Nations system, he or she must report such concerns via established reporting mechanisms;
- f. United Nations staff are obliged to create and maintain an environment that prevents sexual exploitation and sexual abuse. Managers at all levels have a particular responsibility to support and develop systems that maintain this environment.

3.3 The standards set out above are not intended to be an exhaustive list. Other types of sexually exploitive or sexually abusive behaviour may be grounds for administrative action or disciplinary measures, including summary dismissal, pursuant to the United Nations Staff Regulations and Rules.

## **Section 4**

### **Duties of Heads of Departments, Offices and Missions**

4.1 The Head of Department, Office or Mission, as appropriate, shall be responsible for creating and maintaining an environment that prevents sexual exploitation and sexual abuse, and shall take appropriate measures for this purpose. In particular, the Head of Department, Office or Mission shall inform his or her staff of the contents of the present bulletin and ascertain that each staff member receives a copy thereof.

4.2 The Head of Department, Office or Mission shall be responsible for taking appropriate action in cases where there is reason to believe that any of the standards listed in section 3.2 above have been violated or any behaviour referred to in section.

4.3 Above has occurred. This action shall be taken in accordance with established rules and procedures for dealing with cases of staff misconduct.

4.4 The Head of Department, Office or Mission shall appoint an official, at a sufficiently high level, to serve as a focal point for receiving reports on cases of sexual exploitation and sexual abuse. With respect to Missions, the staff of the Mission and the local population shall be properly

informed of the existence and role of the focal point and of how to contact him or her. All reports of sexual exploitation and sexual abuse shall be handled in a confidential manner in order to protect the rights of all involved. However, such reports may be used, where necessary, for action taken pursuant to section 4.2 above.

4.5 The Head of Department, Office or Mission shall not apply the standard prescribed in section 3.2 (b), where a staff member is legally married to someone under the age of 18 but over the age of majority or consent in their country of citizenship.

4.6 The Head of Department, Office or Mission may use his or her discretion in applying the standard prescribed in section 3.2 (d), where beneficiaries of assistance are over the age of 18 and the circumstances of the case justify an exception.

4.7 The Head of Department, Office or Mission shall promptly inform the Department of Management of its investigations into cases of sexual exploitation and sexual abuse, and the actions it has taken as a result of such investigations.

## **Section 5**

### **Referral to national authorities**

If, after proper investigation, there is evidence to support allegations of sexual exploitation or sexual abuse, these cases may, upon consultation with the Office of Legal Affairs, be referred to national authorities for criminal prosecution.

## **Section 6**

### **Cooperative arrangements with non-United Nations entities or individuals**

6.1 When entering into cooperative arrangements with non-United Nations entities or individuals, relevant United Nations officials shall inform those entities or individuals of the standards of conduct listed in section 3, and shall receive a written undertaking from those entities or individuals that they accept these standards.

6.2 The failure of those entities or individuals to take preventive measures against sexual exploitation or sexual abuse, to investigate allegations thereof, or to take corrective action when sexual exploitation or sexual abuse has occurred, shall constitute grounds for termination of any cooperative arrangement with the United Nations.

## **Section 7**

### **Entry into force**

The present bulletin shall enter into force on 15 October 2003.

*(Signed)* Kofi A. Annan

Secretary-General