# HOW TO USE THIS FIELD LEVEL AGREEMENT TEMPLATE

THIS FIELD LEVEL AGREEMENT (FLA) TEMPLATE MAY BE USED WITH A NON-GOVERNMENTAL ORGANIZATION (NGO) THAT IMPLEMENTS WFP ACTIVITIES UNDER AN EXISTING COUNTRY STRATEGIC PLAN, INTERIM COUNTRY STRATEGIC PLAN, TRANSITIONAL INTERIM COUNTRY STRATEGIC PLAN OR LIMITED EMERGENCY OPERATION.

THE FIELD LEVEL AGREEMENT COMPRISES A SHORT COVER AGREEMENT (THREE PAGES) AND A NUMBDER OF ANNEXES THAT MUST BE COMPLETED BY THE COUNTRY OFFICE BEFORE APPROVAL AND SIGNATURE BY THE COUNTRY DIRECTOR OR OTHER RELEVANT WFP OFFICIAL WITH DELEGATED AUTHORITY.

THE STANDARD FLA GENERAL CONDITIONS ARE AN INTEGRAL PART OF THE FLA AND APPLY TO EACH FLA. ADDITIONALLY, THE COUNTRY OFFICE SHOULD SELECT ANY STANDARD SPECIAL CONDITIONS THAT APPLY TO THE SPECIFIC ACTIVITIEIS TO BE IMPLEMENTED (I.E. FOOD DISTRIBUTION, CASH DISTRIBUTION ACTIVITIES, VOUCHERS MONETIZATION), THEREBY ALSO CONSTITUTING AN INTEGRAL PART OF THE FLA.

ADDITIONAL CONDTITIONS THAT ARE AVAILABLE IN STANDARD TEMPLATE FORM (I.E. THE SPECIAL CONDITIONS FOR IMPLEMENTATION AND MONITORING OF CASH & VOUCHERS ACTIVITIES AND SPECIAL CONDITIONS FOR USDA) MAY BE EXPRESSLY INCORPORATED IN THE PLACEHOLDER FOR ADDITIONAL SPECIAL CONDITIONS (ANNEX 1), WHICH CURRENTLY IS INTENTIONALLY LEFT BLANK FOR THIS PURPOSE.

IF THE ACTIVITIES UNDER THE FLA REQUIRE ADDITIONAL SPECIAL CONDITIONS FOR WHICH THERE ARE NO STANDARD TEMPLATES, WHETHER DUE TO SPECIFIC CIRCUMSTANCES OR DONOR CONDITIONALITIES, PRIOR CLEARANCE OF SUCH CONDITIONS BY LEGC IS REQUIRED. PLEASE CONTACT LEGC FOR SUPPORT IN THIS RESPECT.

PLEASE DELETE THIS NOTE AFTER COMPLETING THIS DOCUMENT. ANY MODIFICATIONS TO THE PRE-FORMULATED LANGUAGE OF THIS TEMPLATE AND/OR OTHER CHANGES THAT AFFECT THE RIGHTS OR OBLIGATIONS OF THE PARTIES, WHETHER CONTAINED IN THE BODY OF THE DOCUMENT OR IN ANY ANNEXES, MUST BE CLEARED BY LEGC. PLEASE HIGHLIGHT IN TRACK CHANGES ANY SUCH MODIFICATIONS OR CHANGES WHEN YOU SEND THE REQUEST FOR CLEARANCE TO LEGC, ALONG WITH ANY BACKGROUND INFORMATION DEEMED APPROPRIATE. FLA Number [Enter the FLA number here]



Field Level Agreement

## FIELD LEVEL AGREEMENT

## BETWEEN

## WORLD FOOD PROGRAMME

AND

## [INSERT FULL LEGAL NAME OF THE NGO]

#### ON THE IMPLEMENTATION OF [INSERT NAME OF WFP ASSISTANCE PROGRAMME: LIMITED EMERGENCY OPERATION/ COUNTRY STRATEGIC PLAN / INTERIM COUNTRY STRATEGIC PLAN/TRANSITIONAL INTERIM COUNTRY STRATEGIC PLAN] (the "Operation")

This Field Level Agreement (the "**Agreement**") is entered into by and between:

- (A) World Food Programme ("WFP"), 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 in [INSERT NAME OF THE COUNTRY], at [INSERT FULL ADDRESS OF THE COUNTRY OFFICE]; and
- (B)[INSERT FULL LEGAL NAME OF THE NGO] (the "Cooperating Partner"), a non-governmental, non-profit, non-political organisation, with its office at [INSERT FULL ADDRESS OR LOCATION];

each a "Party" and, collectively, the "Parties".

This Agreement includes all the Annexes attached hereto, which form an integral part of the Agreement.

## **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 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 [FLA 2024 JULY.EN]:
  - 3) The selected WFP Special Conditions for this Field Level Agreement:
    - □ Additional Special Conditions (Annex 1)

□Food Distribution [FLA 2024.Feb.EN]

- □ Cash Distribution Activities [FLA 2024.Feb.EN]
- Vouchers Monetization [FLA 2024.Feb.EN]
- 4) WFP Data Protection Conditions for the Field Level Agreement [2024.V02.EN];
- 5) Letter of Authorisation (Annex 5a) and Addendum (Annex 5b);
- 6) Plan of Operations (<u>Annex 2</u>);
- Budget (<u>Annex 4</u>);
- 8) Project Proposal (<u>Annex 3</u>).

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 comprise, and are applicable to, this Field Level Agreement can be accessed at the following link:

https://www.wfp.org/field-level-agreement-fla

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

## 2. Execution, Effective Date and Term

2.1 This Agreement may be executed in any number of counterparts and by the Parties on separate counterparts, each of which is an original but all of which

together constitute one and the same instrument. The Parties acknowledge and agree that the counterparts of this Agreement and any document entered into in connection with this Agreement, may be electronically or digitally signed, and that such electronic or digital signatures shall have, for all purposes, the same force and effect as original handwritten signatures.

2.2 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.

## 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]

**Title:** [Insert title of WFP Signatory]

Date: [Enter the date the agreement is signed] Name: [Insert name of NGO Signatory]

Title: [Insert title of NGO Signatory]

**Date:** [Enter the date the agreement is signed] FLA 2024 JULY.EN

FLA Number [Enter the FLA number here]

**Annex 1: Additional Special Conditions** 

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# Annex 2: Plan of Operations

1. Summary Table			
Name of the Cooperating Partner:			
Modalities (food, cash, capacity strengthening, technical and specialist services):			
Activities:			
Implementation period:	From:	То:	
Location / region of cooperating partner programmes within the country of operations:			
Estimated total number of beneficiaries:			
Estimated quantity of resources transferred to the cooperating partner for distribution to beneficiaries:	Food commodities (MT):	Cash based transfer (CBT) values (USD):	
Cooperating Partner's Budget Eligible for WFP Funding	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:		
	Total CP direct support costs:		
	Cooperating partner's total direct operational costs (USD):		

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

## 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

## 7. Additional Contacts

	WFP Contact	NGO Contact
FLA Focal Point	Insert the name of staff responsible for this FLA	NGO equivalent name and contact
Field Office Level (where applicable)	Insert Head of Field Office name and contact	NGO equivalent name and contact
Operational Level	Insert CO CP Manager name and contact	NGO equivalent name and contact
Country Level	Insert CD name and contact	Enter NGO equivalent name or contact
Technical Contact 1 *	Insert name and contact	NGO equivalent name and contact
Technical Contact 2 *	Insert name and contact	Enter NGO equivalent name or contact
Regional Level	Insert Regional Director name and contact	Enter NGO equivalent name and contact
HQ Level	The NGO Unit is available for advice on raising issues at HQ level: <u>wfp.ngounit@wfp.org</u>	Enter NGO equivalent name and contact

\* Technical Contacts are subject-matter experts on different operational matters such as finance for invoice and payments

FLA 2024 JULY.EN

FLA Number [Enter the FLA number here]

Annex 3: Project Proposal

[Paste the Project Proposal here]

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FLA Number [Enter the FLA number here]

Annex 4: Budget

[Paste the FLA Budget Summary Sheet here]

## Annex 5A: 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 5B: 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: