



## Field Level Agreement General Conditions

### GENERAL CONDITIONS ON THE FIELD LEVEL AGREEMENT

#### 1 PURPOSE 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 These General Conditions shall be complemented by special conditions of the Field Level Agreement (the "**Special Conditions**"), where applicable.
- 1.4 Unless otherwise defined herein, all capitalized terms used in this General Conditions shall have the respective meaning ascribed to them in the Field Level Agreement.

#### 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 to the Agreement 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, contractors, subcontractors, agents and affiliates in connection with this Agreement;

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- (c) ensure that tasks are carried out in accordance with the WFP Gender Policy (WFP/EB.1/2022/4-B/Rev.1). The Cooperating Partner must ensure a people-centered approach that promotes diversity, inclusion and gender equality, and ensures no person is exposed to risks of harm, abuse or violence based on attributes such as, but not limited to, sex, age, gender, disability, race, ethnicity, religion and sexual orientation throughout the execution of this Agreement;
- (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, contractors, subcontractors, agents and affiliates 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, disability, sex, or gender, 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, and subject to additional obligations under WFP Data Protection Conditions for the Field Level Agreement ("**Data Protection Conditions**") in relation to Personal Data (as this term is defined in the Data Protection Conditions), 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, (i) general statistical information concerning the number and location of the beneficiaries provided that their identity remains undisclosed and they are no longer identifiable (for example, by way of singling-out, linkability, and/or inference), or (ii) photographs/videos/interviews obtained with the consent of the beneficiaries for the specific purposes referenced herein;
- (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 set forth in the following WFP policy documents (i) WFP Protection and Accountability Policy, (ii) WFP Policy on Humanitarian Principles, (iii) WFP's Role in Peacebuilding in Transition Settings, which requires a conflict sensitive approach, and (iv) Note on Humanitarian Access and Implications for WFP. In emergency operations, the Cooperating Partner shall also be guided by the SPHERE Humanitarian Charter and Minimum Standards and by the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief. Specifically, the Cooperating Partner commits to:
- (a) abide by the humanitarian principles of humanity, impartiality, neutrality and independence;
  - (b) take all necessary measures to ensure beneficiaries can fully access Programmes in a safe and dignified manner;
  - (c) collaborate with WFP to ensure communities have access to relevant information about WFP programmes and communication channels to ask questions, provide feedback, make complaints, and meaningfully engage in programme design and implementation; and
  - (d) take all necessary measures to avoid creating or exacerbating conflict or risks for individuals or communities.
- 2.3 The Cooperating Partner shall carry out the Programmes in accordance with the WFP Environmental and Social Standards and shall apply appropriate measures to identify and manage environmental and social risks as set forth in the WFP Environmental and Social Safeguards for Programme Activities.

### **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) at WFP's sole discretion and subject to WFP's internal regulations, rules, procedures, practices, policies, and guidelines, WFP may provide the Cooperating Partner with baseline data, assessment and monitoring reports concerning areas where the Cooperating Partner operates under this Agreement;
  - (d) where necessary, liaise on behalf of the Cooperating Partner with the local authorities; and
  - (e) 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 C 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 expiration or 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 regulations, rules, procedures, practices, policies, and guidelines 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. Unless otherwise approved by WFP and communicated to the Cooperating Partner in writing, 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.

## **6. AUDIT AND REVIEW**

- 6.1 The Cooperating Partner may be subject to audit by 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 WFP's internal regulations, rules, procedures, practices, policies, and guidelines.
- 6.2 Without prejudice to Article 6.1, above, WFP or its agents may carry out spot checks, verifications, assessments, and other review activities on the Cooperating Partner or the Programmes.
- 6.2 The Cooperating Partner shall provide WFP unimpeded access to all documentation and sites relating to Programmes implemented under this Agreement for audit and review 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 AND SET OFF**

- 7.1 Each Party shall assume full legal responsibility and shall compensate the other for losses and costs arising from negligent or intentional acts or omissions of its personnel, contractors, subcontractors, agents and affiliates.
- 7.2 WFP shall have the right to set off any losses for which the Cooperating Partner is liable under this Agreement against any remaining obligation to pay the Cooperating Partner.

## **8. COMMUNICATIONS AND CONFIDENTIALITY**

- 8.1 WFP may provide its donors and its governing bodies 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 Programmes 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 and subject to additional obligations under the Data Protection Conditions in relation to Personal Data (as this term is defined in the Data Protection Conditions), 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. PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE AND SEXUAL HARRASMENT**

### **A. PROTECTION FROM SEXUAL EXPLOITATION AND ABUSE**

- 9(A).1 The United Nations and WFP are committed to the protection of vulnerable populations and WFP applies an approach of zero-tolerance for inaction on all forms of sexual exploitation and abuse. To this end, the Cooperating Partner will take all reasonable and adequate steps to prevent sexual exploitation and abuse by its personnel, contractors, subcontractors, agents and affiliates, and respond appropriately when reports of sexual exploitation and abuse arise. By entering into an agreement with WFP, the Cooperating Partner undertakes to adhere to the Inter-Agency Standing Committee (IASC) PSEA Six Core Principles and any other protection from sexual exploitation and abuse policy or guideline as may be adopted by WFP, as notified to the Cooperating Partner by WFP from time to time. Additionally, the Cooperating Partner will apply the following principles and practices when implementing the activities under this Agreement and provide evidence to demonstrate this where required:
- a) adherence to the IASC-Minimum Operation Standards on Protection from Sexual Exploitation and Abuse by Own Personnel and/or the Sexual Exploitation and Abuse elements of the Core Humanitarian Standard on Quality and Accountability;
  - b) a victim/survivor-centered approach to sexual exploitation and abuse issues consistent with the Guiding Principles of the UN Protocol on Allegations of SEA Involving Implementing Partners. The Cooperating Partner must comply with host country and local child welfare and protection legislation and international standards, whichever gives greater protection;
  - c) strong leadership and signalling on tackling sexual exploitation and abuse;
  - d) make all reasonable efforts to address gender inequalities and other power imbalances consistent with Article 2.1 hereof;
  - e) robust reporting to enhance accountability and transparency in accordance with obligations set forth in this Article 9(A).
- 9(A).2 Sexual activity with any person less than eighteen years of age, regardless of any laws relating to consent, shall constitute the sexual exploitation and abuse of such person. In addition, the Cooperating Partner shall refrain from, and shall take all reasonable and appropriate measures to prohibit its personnel, contractors, subcontractors, agents and affiliates or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging

in sexual activities that are exploitive or degrading to any person (this includes engaging in prostitution services).

- 9(A).3 The Cooperating Partner shall ensure that its personnel, contractors, subcontractors, agents and affiliates conform to the highest standards of moral and ethical conduct. The Cooperating Partner shall take preventive measures against sexual exploitation or abuse, investigate allegations thereof, and take corrective action. The Cooperating Partner shall: (i) promptly inform WFP's Office of Inspections and Investigations (OIGI) of allegations of sexual exploitation or abuse; (ii) provide OIGI with a copy of any relevant investigation report, and (iii) advise of any corrective action taken in relation to the allegation. All communications to OIGI regarding any allegation of sexual exploitation or abuse and relevant investigation reports shall be submitted to [InvestigationsLine@wfp.org](mailto:InvestigationsLine@wfp.org) or otherwise through channels established at <http://www.wfpHotline.ethicspoint.com>. Without prejudice to the foregoing, WFP reserves the right, at its discretion, to investigate any allegation of sexual exploitation or abuse in connection with this Agreement, and the Cooperating Partner agrees to fully cooperate, and shall take all reasonable steps to ensure that its personnel, contractors, subcontractors, agents and affiliates fully cooperate, with any WFP investigation of sexual exploitation or abuse.
- 9(A).4 WFP may suspend this Agreement in the event of any allegation of sexual exploitation or abuse credible enough to warrant an investigation. Furthermore, the Cooperating Partner expressly acknowledges and agrees that any failure to comply with the provisions of this Article 9(A) by the Cooperating Partner or by any of its personnel, contractors, subcontractors, agents and affiliates shall constitute a material breach of this Agreement, which shall entitle WFP to immediately terminate this Agreement without incurring any liability to the Cooperating Partner and to refer the matter to national authorities.
- 9(A).5 A provision analogous to Article 9 shall be included in all sub-contracts or sub-agreements entered into by the Cooperating Partner under this Agreement.

## **B. PROTECTION FROM SEXUAL HARASSMENT**

- 9(B).1 The Cooperating Partner represents and warrants that it has a zero-tolerance approach for inaction to tackling sexual harassment. Sexual harassment is any unwelcome conduct of a sexual nature that might reasonably be expected or be perceived to cause offense or humiliation. In assessing the reasonableness of expectations or perceptions, the perspective of the person who is affected by the conduct shall be considered. Sexual harassment may occur in the workplace or in any way in connection with work, including, but not limited to, when commuting to and from work as well as when telecommuting, in or outside of the workplace, during or outside working hours (such as in social interactions), or during work-related activities (such as travel, training or events). The Cooperating Partner will take all reasonable steps to prevent sexual harassment and respond appropriately when reports of sexual harassment arise, including by providing appropriate reporting channels, considering interim protective measures and, where appropriate, investigating allegations and taking corrective actions. The Cooperating Partner will apply the following

principles and practices in respect of sexual harassment and provide evidence to demonstrate this where required:

- a) A victim/survivor-centered approach to sexual harassment issues;
- b) strong leadership and signalling on tackling sexual harassment;
- c) make all reasonable efforts to address gender inequality and other power imbalances;
- d) robust reporting to enhance accountability and transparency.

9(B).2 Furthermore, the Cooperating Partner expressly acknowledges and agrees that any failure to comply with the provisions of Article 9(B) by the Cooperating Partner shall constitute a material breach of this Agreement, which shall entitle WFP to immediately terminate this Agreement without incurring any liability to the Cooperating Partner and to refer the matter to national authorities.

## 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 **“Applicable Law and Settlement of Disputes”**.

## 11. NOTICES

11.1 Unless otherwise agreed, and except for reporting obligations under Protection of Sexual Exploitation and Abuse (Article 9) or Anti-Fraud and Anti-Corruption Provisions (Article 13) which shall be submitted to [InvestigationsLine@wfp.org](mailto:InvestigationsLine@wfp.org) or otherwise through channels established at <http://www.wfpHotline.ethicspoint.com>, 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



- 12.1 Consistent with numerous United Nations Security Council resolutions relating to terrorism and in particular, the financing of terrorism, WFP and the Cooperating Partner 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 contracted third parties (whether individuals or entities) that are associated with terrorism.
- 12.2 In accordance with this policy, the Cooperating Partner agrees to employ all reasonable efforts to ensure that such resources (a) are not transferred directly or indirectly or otherwise used to provide support to any contracted third party (whether an individual or an entity) associated with terrorism as designated on the Consolidated United Nations Security Council Sanctions List <https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list>; or any other similar lists that may be established by the United Nations Security Council; and/or (b) 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 The Cooperating Partner expressly acknowledges and agrees that any breach of this Article by the Cooperating Partner or by any of its personnel, contractors, subcontractors, agents and affiliates constitutes a material breach of this Agreement, which entitles WFP to immediately suspend or terminate this Agreement without incurring any liability to the Cooperating Partner.
- 12.4 A provision analogous to Article 12 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

- 13.1 The Cooperating Partner acknowledges and agrees that, in accordance with WFP's Anti-Fraud and Anti-Corruption Policy (WFP/EB.A/2021/5-B/1) ("**the Policy**"), WFP is highly risk averse towards Fraud, Corruption, Theft, Collusive, Coercive, and Obstructive Practices, Money Laundering and Financing of Terrorism (as such terms are defined below) in its activities and operations, and has zero tolerance for inaction.
- 13.2 The Cooperating Partner acknowledges that it and its personnel, contractors, subcontractors, agents and affiliates have the duty to act honestly and with integrity in the provision of goods and services to WFP and its partners. The Cooperating Partner acknowledges that it has the duty to ensure that WFP resources are safeguarded and used for their intended purposes, as authorized by WFP.
- 13.3 In particular, and without limitation to Article 13.2, 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 mislead, WFP and/or any other party to obtain a financial or other advantage, or to avoid any obligation, to benefit itself and/or any other party ("**Fraud**").

- b) offer, give, receive or solicit, 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 ("**Corruption**").
  - c) take anything of value that belongs to WFP and/or another individual or entity without authorization ("**Theft**").
  - d) enter into any arrangement 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 ("**Collusive Practice**").
  - e) impair or harm, or threaten to impair or harm, directly or indirectly, WFP and/or any other party or the property of WFP and/or any other party to influence improperly the actions of a party ("**Coercive Practice**").
  - f) deliberately destroy, falsify, alter or conceal evidence material to the investigation or making false statements to investigators in order to materially impede a duly authorized investigation into suspected cases of Fraud, Corruption, Theft, Collusive or Coercive Practices, Money Laundering or the Financing of Terrorism; and/or threaten, harass or intimidate WFP and/or any other party in order to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or engage in any act intended to materially impede the exercise of WFP's contractual rights of access to information ("**Obstructive Practice**").
  - g) convert, transfer, acquire, possess or use property with the knowledge (or where knowledge may be reasonably presumed) that such property is derived from criminal activity or from an act of participation in such activity, including, but not limited to, concealing or disguising the true nature, source, location, disposition, movement, or rights with respect to, or ownership of, such property or aiding, abetting or facilitating such acts ("**Money Laundering**").
  - h) provide or collect resources, by any means, directly or indirectly, with the intention that they should be used or in the knowledge that they are to be used, in full or in part, to benefit individuals and entities subject to measures imposed by the United Nations Security Council and appearing on the United Nations Security Council Consolidated List ("**Financing of Terrorism**", and together with Fraud, Corruption, Theft, Collusive Practice, Coercive Practice, Obstructive Practice and Money Laundering, "**Prohibited Practices**").
- 13.4 The Cooperating Partner shall communicate the Policy to its personnel, contractors, subcontractors, agents and affiliates and shall take all reasonable measures to ensure that such persons or entities do not engage in Prohibited Practices. The Cooperating Partner shall include equivalent anti-fraud and anti-corruption provisions in its agreements with any subcontractors and/or other agents which are in any way involved in the implementation of any project funded by WFP.
- 13.5 The Cooperating Partner will act on all reasonably suspected cases of any Prohibited Practice in line with the Policy. In particular, the Cooperating Partner shall promptly disclose to WFP (by email to [InvestigationsLine@wfp.org](mailto:InvestigationsLine@wfp.org) or otherwise through channels established at <http://www.wfpHotline.ethicspoint.com>) any reasonably suspected Prohibited Practice or any attempt thereof. The Cooperating Partner shall fully cooperate, and shall take all

reasonable steps to ensure that its personnel, contractors, subcontractors, agents and affiliates fully cooperate, with any investigation or review of reasonably suspected Prohibited Practices by WFP or its agents, including by allowing WFP or its agents to access and inspect its premises as well as any records, document and any other information, including financial, electronic and IT records, relevant to its contractual relationship with WFP, including allowing WFP to take copies of any such records, documents or information.

- 13.6 The Cooperating Partner expressly acknowledges and agrees that any breach of this Article 13 by the Cooperating Partner or by any of its personnel, contractors, subcontractors, agents or affiliates constitutes a material breach of this Agreement, which entitles WFP to immediately suspend or terminate this Agreement without incurring any liability to Cooperating Partner.
- 13.7 Furthermore the Cooperating 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 suspend or terminate the Agreement, the rights to: i) apply and enforce the relevant sanctions in accordance with WFP's internal regulations, rules, procedures, practices, policies and guidelines, including, but not limited to, debarment or referral of the matter to relevant national authorities when appropriate; and ii) recover all losses, financial or otherwise, suffered by WFP in connection with such Prohibited Practices, including by withholding relevant amounts from any subsequent disbursements in accordance with Article 7.2.

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

- 14.1 This Agreement and any dispute, controversy or claim arising under this Agreement shall be exclusively governed by general principles of international 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 dispute, controversy or claim. 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 with this Agreement shall imply a waiver, express or implied, by WFP, the United Nations or 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 or 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 Cooperating Partner forms part of a global membership organization or global network of affiliated entities, all separately registered legal entities within the organization or global network of affiliated entities shall be jointly and severally liable for all Cooperating Partner's obligations under the Agreement. Each such entity shall delegate to the Cooperating Partner the authority to enter into the Agreement for and on behalf of such entity. Such delegation of authority shall be submitted to WFP substantially in the form of the Letter of Authorization attached hereto as Annex 5. The Letter(s) of Authorization 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 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.
- 16.6 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.
- 16.7 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 WFP. 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.
- 16.8 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.
- 16.9 WFP may refer criminal activities related to the implementation of this Agreement to the relevant national authorities.
- 16.10 This Agreement is entered into subject to the availability of funding to WFP and does not carry any commitment, express or implied, for a continued contractual engagement by WFP in the absence of the projected funding for the Programmes or any portion thereof. Nothing in this Agreement shall obligate WFP to guarantee any minimum quantities of commodities or volume of work and the Cooperating Partner acknowledges that it shall remain solely responsible for adjusting its work force and operational arrangements accordingly without any liability to WFP. For the avoidance of doubt, the rights and obligations of the Cooperating Partner are limited to the terms and conditions of this Agreement. Accordingly, the Cooperating Partner and personnel performing services on its behalf shall not be entitled to any benefit, payment, compensation or entitlement from WFP except as expressly provided in this Agreement.

## **17. TERMINATION, SUSPENSION, AND AMENDMENT**

- 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, in its sole

discretion, suspend or terminate this Agreement at any time should its mandate or the resources available for the Operation be terminated or curtailed for any reason, *provided that* in the event WFP elects to not suspend or terminate this Agreement under such circumstances, the Cooperating Partner shall, following notification thereof by WFP, fully cooperate with WFP in good faith to find a suitable solution for the performance of this Agreement, including by amending the Agreement, in relevant parts, in accordance with Article 17.8.

- 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 ("**Cure Period**"). The Cure Period shall not apply to WFP's right to immediately terminate the Agreement under Articles 9, 12 and 13.
- 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 expiration or 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, (ii) receipt by the Cooperating Partner of the notice of termination by WFP, or (iii) the expiration date of the Agreement, 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 In accordance with Articles 9, 10, 12, 13 or 17 or in the event the Cooperating Partner materially breaches the Agreement or the continuation of the Programmes would pose safety and security risks, WFP may suspend the Agreement, in whole or in part, by providing written notice of suspension to the Cooperating Partner. The Cooperating Partner shall immediately cease the implementation of the Programmes and activities arising from the Agreement as of the effective suspension date. Notwithstanding the suspension of the Agreement, the Cooperating Partner shall take all necessary and appropriate measures to protect and preserve any WFP resources, commodities, equipment, or assets under its custody. Unless otherwise approved by WFP in writing or specifically provided in this Agreement, WFP shall not be liable for any costs incurred by the Cooperating Partner under the Agreement during the suspension period. For the avoidance of doubt, matters relating to costs committed in accordance with this Agreement by the Cooperating Partner prior to the effective suspension date will be dealt with pursuant to the relevant Special Conditions, as applicable. WFP may, by written notice, lift the suspension, in whole or in part, upon satisfaction of conditions determined by WFP or otherwise exercise any rights or remedies provided under this Agreement or applicable law.

- 17.5 The Cooperating Partner shall include appropriate provisions in any contracts with third parties that shall enable the Cooperating Partner to suspend or terminate such contracts in the event of the suspension or termination of this Agreement by WFP.
- 17.6 Unless otherwise mutually agreed by the Parties, upon expiration or termination of the Agreement for any reason, the Cooperating Partner shall return to WFP any equipment or assets that WFP may have furnished to the Cooperating Partner for the implementation of the Programmes. The Cooperating Partner shall be liable for and shall compensate WFP for any loss of or damage to the equipment or assets, except for normal wear and tear. For the avoidance of doubt, matters pertaining to the ownership of any equipment or assets provided by WFP hereunder shall be determined in accordance with WFP's internal regulations, rules, procedures, practices, policies, and guidelines, upon expiration or termination of the Agreement.
- 17.7 Any provision of this Agreement that contemplates performance or observance by either Party subsequent to any expiration or termination of this Agreement, shall not lapse upon the expiration or termination of this Agreement.
- 17.8 This Agreement may be extended, supplemented or otherwise amended by the written agreement of duly authorised representatives of each Party. An amendment of the Agreement undertaken pursuant to the conditions set out in Article 17.1 may include, without limitation, an amendment of the Plan of Operations, the Project Proposal, and the Budget of the Agreement.