



STANDARD TEMPLATE

STANDARD FORM OF AGREEMENT for Use by World Bank Borrowers

Provision of Technical Assistance by WFP
under Bank-Financed Projects

v.2
March, 2019

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FOREWORD

1. This Technical Assistance Standard Form of Agreement is the result of cooperation between the World Bank (“the Bank”)¹ and the World Food Programme (“WFP”). It should be used when WFP is engaged by the Government to provide advisory, training and technical assistance services under Bank-financed projects. When WFP’s assistance involves food supply and related logistical services, the Standard Supplies Form of Agreement shall be used. When WFP’s assistance involves multiple components and a range of inputs (goods, works, consulting and non-consulting services, cash transfers, etc.) that are required for delivery of outputs to the beneficiaries under one agreement, an Output based Standard Form of Agreement shall be used.
2. The approval of this standard template was done by respective signatures of the World Bank Vice President for Operations Policy and Country Services and WFP Executive Director on June 7, 2017. Annex V was revised in March 2019 to reflect the reduction in WFP’s indirect cost rate to four percent (4%).
3. The completion date of the Agreement cannot exceed the Project Closing Date.
4. The text shown in *italics* is “*Notes to Users*”, which provide guidance to the implementing entity of the Borrower and to WFP task team in preparing a specific Agreement. These *italicized Notes* should be deleted from the final version prior to signing of the Agreement.
5. As of the date of the approval of this Standard Agreement, WFP’s corporate costing structure and financial framework is undergoing a review that might impact the formats of the budget and reporting templates provided in the Annexes to the Agreement.
6. Those wishing to submit comments or questions on this document, or obtain guidance on the use of this template, shall contact unagencies@worldbank.org
7. For questions or guidance concerning WFP, please contact:

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¹ References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

The Agreement form for the use by the Borrowers starts from the next page.

Public disclosure is authorized after the signing

AGREEMENT
FOR PROVISION OF TECHNICAL ASSISTANCE
[add the title of the assignment – optional]

Project Name² _____
Loan/Credit/Grant No. _____

Reference No. _____ *[as per Project Procurement Plan]*

WFP Reference No. _____

Project Closing Date *[date/month/year]*
Financing Agreement³ **Closing Date:** *[date/month/year]*

between

THE GOVERNMENT OF *[country name]*

and

WORLD FOOD PROGRAMME (WFP)

Dated: *[date/month in words/year]*



Insert Borrower's logo

² *[Note to Users: "Project Name" refers to the project title as stated in the legal agreement (Financing Agreement) between the World Bank and the Government. It should not be confused with the name of the UN Agency's project or program financed from other sources]*

³ *[Note to Users: "Financing Agreement" is a legal agreement between the World Bank and the Government]*

FORM OF AGREEMENT

THIS AGREEMENT (together with all Annexes hereto, this “Agreement”) is entered into between **THE GOVERNMENT OF** [*name of country*] by and through its [*Ministry of .../implementing entity*] (the “Government”), and the **WORLD FOOD PROGRAMME**, an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization (FAO) of the United Nations, having its headquarters in Rome, Italy, acting through its [*Country*] [*Regional*] Office in [*Country*] [*HQ Unit*] (“WFP” or the “UN Partner”, together with the Government, the “Parties” and each a “Party”).

WHEREAS

- A. WFP is an autonomous joint subsidiary programme of the United Nations and the Food and Agriculture Organization of the United Nations, with a dual humanitarian relief and development mandate to provide emergency and development assistance to eradicate hunger and poverty amongst the poorest and most food-insecure countries. WFP and the Government collaborate in [*name of country*], in accordance with the Basic Agreement concluded between the Government and WFP dated [*insert date*] (the “Basic Agreement”)⁴.
- B. The Government, working with its development partners, including WFP and the World Bank⁵ (the “Bank”), is implementing [*insert Project’s name*] (the “Project”). The Government has received funds from the Bank (the “Financing”) towards the cost of the Project pursuant to a legal agreement for the Project (the “Financing Agreement”).
- C. As part of Project implementation, the Government has asked WFP, and WFP has agreed to provide the Technical Assistance as set forth in **Annex I** to this Agreement (“Technical Assistance”).

NOW, THEREFORE, the Parties agree as follows:

1. The Government intends to apply a portion of the proceeds of the Financing up to a total amount of United States Dollars [*insert amount in words*] (USD [*insert amount in figures*]) (the “Total Funding Ceiling”), to eligible payments under this Agreement. The Total Funding Ceiling is the Parties’ best estimate (as of the date of the signing of this Agreement) calculated in **Annex II** on the basis of deliverables and the timeline agreed by the Parties in **Annex I**.

⁴ [Note to Users: WFP teams are encouraged to contact WFP’s Legal Office in case clarifications are required in regard to the legal basis of WFP’s relationship with the Government.

⁵ References in this Agreement to the “World Bank” or “Bank” include both the International Bank for Reconstruction and Development (IBRD) and the International Development Association (IDA).

2. This Agreement is signed and executed in English, and all communications, notices, modifications and amendments related to this Agreement shall be made in writing and in the same language.
3. This Agreement becomes effective on the date of its last signature (the “Effective Date”), and will remain effective until *[insert the date which cannot exceed the Project’s closing date]* (the “Completion Date”), unless otherwise agreed by the Parties in writing. All activities included in **Annex I** shall be operationally completed by the Completion Date and the financial closure completed no later than three (3) months thereafter.
4. The Government designates *[insert the name and title]* and WFP designates *[insert the name and title]* as their respective authorized representatives for the purpose of coordination of activities under this Agreement. The contact information for the authorized representatives is as following:
 - (a) Government representative: *[insert phone, e-mail and fax]*
 - (b) WFP representative: *[insert phone, e-mail and fax]*
5. For Project’s coordination purposes, the Bank’s staff contact information is as follows:
 - (a) Bank Task Team Leader: *[insert the name, phone and e-mail]*
6. This Agreement shall be interpreted in a manner that ensures it is consistent with the provisions of the Basic Agreement and the provisions of the 1946 Convention on the Privileges and Immunities of the United Nations and/or the 1947 Convention on the Privileges and Immunities of the Specialized Agencies (collectively, the “Conventions”), as applicable.
7. WFP shall not assume liability for any loss or damage arising out of, relating to or connected with this Agreement, unless attributable to gross negligence or willful misconduct on the part of WFP. WFP shall not be liable for any indirect or consequential loss or damage. WFP’s liability hereunder shall be limited to the Total Funding Ceiling under this Agreement.
8. Nothing contained in or relating to this Agreement shall be deemed a waiver, express or implied, of any of the privileges and immunities of WFP, the United Nations and the Food and Agriculture Organization of the United Nations, under the Conventions, the Basic Agreement or otherwise.
9. The Government confirms that no official of WFP has received or will be offered by the Government any benefit arising from this Agreement. WFP confirms the same to the Government. The Parties agree that any breach of this provision is a breach of an essential term of this Agreement.
10. The following documents form an integral part of this Agreement:

(a) General Conditions of Agreement

(b) Annexes:

Annex I: Description of Technical Assistance and Work Plan

Annex II: Total Funding Ceiling and Payment Schedule

Annex III: Reporting Requirements

Annex IV: Counterpart Staff, Services, Facilities and Property to be provided by the Government; and

Annex V: Cost of WFP's Services

11. WFP's payment details are as follows:

By bank wire transfer:

WFP Reference: [Country]-TA Agreement [Contract Number]

ACCOUNT NAME: WFP Account

CURRENCY: US\$

BANK NAME

BANK ADDRESS

ACCOUNT NUMBER

SWIFT ADDRESS

ABA ROUTING

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement

<p>The Government of [_____]</p> <p>By: [signature] _____</p> <p>Name: [.....]</p> <p>Title: []</p> <p>Date: [date/month in words/year]</p>	<p>WORLD FOOD PROGRAMME (WFP)</p> <p>By: [signature] _____</p> <p>Name: [_____]</p> <p>Title: []</p> <p>Date: [date/month in words/year]</p>
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The text of the clauses in these General Conditions of Agreement shall not be modified

GENERAL CONDITIONS OF AGREEMENT

DEFINITIONS

1. Unless expressly indicated otherwise, the following terms whenever used in this Agreement have the following meanings:
 - (a) “Staff” means an individual who holds a letter of appointment with the UN Partner or is on loan to the UN Partner by another UN organization or specialized agency under the terms of *the Inter-organization Agreement concerning Transfer, Secondment or Loan of Staff among the Organizations* applying the UN Common System of Salaries and Allowances;
 - (b) “Consultant” means an individual other than a Staff who has signed an individual service agreement with the UN Partner;
 - (c) “Contractor” means a legal entity supplying goods or services to the UN Partner under a contract concluded according to the UN Partner’s regulations, rules, policies and procedures. When applicable, the term includes “cooperating partners”, “implementing partners” or “partner organizations” as defined and/or used in the UN Partner’s regulations, rules, policies and procedures.
 - (d) “Day” means business day, unless otherwise stated;
 - (e) “Direct Cost” means the actual cost of the UN Partner that can be directly traced to the deliverables set forth in **Annex I**.
 - (f) “Indirect Cost” means the costs incurred by the UN Partner as a function of and in support of the Technical Assistance, which cannot be traced unequivocally to the Technical Assistance. The rate applicable to this Agreement is stated in **Annex V**; and
 - (g) “Technical Assistance” means the advisory services and related activities, including training, to be carried out by the UN Partner pursuant to this Agreement and as described in **Annex I**.

SCOPE AND GENERAL OBLIGATIONS OF THE PARTIES

2. The UN Partner agrees to:

- (a) provide the Technical Assistance within the scope and in accordance with the timetable and such level of input as detailed in **Annex I** (the “Work Plan”); and
 - (b) keep the Government informed on the progress towards achieving the required deliverables by timely submission of the reports in accordance with this Agreement (the “Progress Reports”).
3. The Government agrees to:
- (a) make timely and complete payment to the UN Partner of all amounts (either directly or by authorizing the Bank to pay on the Government’s behalf) due under this Agreement and within the Total Funding Ceiling and in accordance with the payment schedule set out in **Annex II** (the “Payment Schedule”);
 - (b) provide all required support in connection with the UN Partner’s obligations under this Agreement, including obtaining or assisting with obtaining all permits, licenses, import approvals, and other official approvals related to any supplies (including as provided under the terms of the Basic Agreement); furnishing powers of attorney or authorizations to the UN Partner and cooperating with the UN Partner in a timely and expeditious manner; and
 - (c) deal with any claim arising from the execution of this Agreement, which may be brought by third parties against the UN Partner or its Staff, Consultants, and Contractors, and shall hold them harmless in respect of any such claim or liability, unless the Government and the UN Partner should agree that the claim or liability arises from gross negligence or willful misconduct on the part of said Staff, Consultants or Contractors.
4. The Parties acknowledge the Government’s commitment to the successful implementation of this Agreement and to that end the Government will provide qualified staff and other required inputs as agreed by the Parties in **Annex IV**.
5. The Parties acknowledge that the Technical Assistance and/or the Work Plan may need to be adjusted, with the agreement of both Parties, during the course of the implementation of this Agreement.

TOTAL FUNDING CEILING AND PAYMENTS

- 6. Calculations of the Total Funding Ceiling are provided in **Annex II**. The Total Funding Ceiling includes Direct Costs and Indirect Costs of the UN Partner explained in **Annex V**.
- 7. Cumulative payments under this Agreement shall not exceed the Total Funding Ceiling unless it is revised through a written amendment approved by the Bank in response to the Government’s request. The UN Partner takes note that the Government’s disbursements under this Agreement are subject, in all respect, to the terms and conditions of the Financing Agreement and no party other than the Government shall derive any rights from the Financing Agreement or have any claim to the Financing proceeds.

8. The payments under this Agreement shall be made in accordance with the Payment Schedule.
9. The Government will make payments (either directly or by authorizing the Bank to pay on the Government's behalf) to the UN Partner account, by wire transfer, within ten (10) days of receiving the payment request from the UN Partner. All payments will be made in United States dollars.
10. The UN Partner will administer the funds received under this Agreement in accordance with the UN Partner's regulations, rules, policies and procedures. Any interest derived by the UN Partner from the funds received under this Agreement will be dealt with in accordance with the UN Partner's regulations, rules, policies and procedures.
11. The UN Partner will maintain a separate identifiable fund code (ledger account or "Account") to which all UN Partner receipts and disbursements for the purposes of this Agreement will be recorded. The ledger account shall be subject exclusively to the UN Partner's internal and external audit in accordance with the UN Partner's financial regulations and rules. The Parties acknowledge that the UN Partner's financial books and records are routinely audited in accordance with the internal and external auditing procedures laid down in the UN Partner's financial regulations and rules, and that the External Auditors of the UN Partner are appointed by and report to the UN Partner's policymaking organ.⁶ Throughout the term of this Agreement, UN Partner will ensure that its audited accounts and the External Auditors' Report are posted on its website within ten (10) days of their becoming public documents by reason of being presented to the UN Partner's policymaking organ.⁷
12. In the event that the final certified financial statement to be provided under Annex III (the "Final Certified Financial Statement") indicates a balance of funds in favor of the Government, the Government will consult with the Bank and provide relevant payment instructions to the UN Partner to process the refund. The UN Partner shall transfer the refund within thirty (30) calendar days of its receipt of the payment instructions.
13. The UN Partner shall not be required to commence or continue the provision of the Technical Assistance until the UN Partner has received the payments due in accordance with the payment schedule and it shall not be required to assume any liability in excess of such payments.

STAFF, CONSULTANTS AND CONTRACTORS

14. The UN Partner will put together a team of qualified Staff, Consultants and Contractors as, in the UN Partner's judgment, are required to carry out the Technical Assistance.

⁶ The External Auditor of the World Food Programme shall be the Auditor-General (or official holding the equivalent title) of a State Member of the United Nations or FAO, of which the Government is member.

⁷ The Government can access UN Partner's Annual Audited Reports at www.wfp.org

15. The Parties acknowledge that at the time of the signing of this Agreement, the UN Partner may not have been able to identify, hire and/or contract Staff, Consultants and Contractors. In such case, the UN Partner will promptly provide names of the key Contractors and summary Curriculum Vitae (CVs) of the key Consultants to the Government once they are contracted by the UN Partner.
16. The UN Partner shall remain fully responsible for the performance of the Technical Assistance by its assigned team in accordance with this Agreement. The hiring and contracting of any Staff, Consultant or Contractor by the UN Partner in connection with this Agreement will be done according to the UN Partner's regulations, rules, policies and procedures, and bearing in mind the considerations and requirements of the Bank that are listed below:
- (a) Prohibition of Conflicting Activities. The Staff, Consultant or Contractor will not engage, either directly or indirectly, in any business or professional activities which could conflict with the activities performed under their respective contract with the UN Partner.
 - (b) Disqualification from Related Contracts. During the term of this Agreement and after its Early Termination or Completion, the Government will disqualify the former Staff, Consultants and Contractors and any party affiliated with any of them from providing to the Government other goods, works or services (other than consulting services) resulting from, or directly related to the activities under this Agreement, and shall not hire them for any assignment that, by its nature, may be in conflict with this Agreement.
 - (c) Hiring Government Institutions or Government Officials. The UN Partner shall not hire any official or civil servant of the Government's country as a Consultant or a Government institution or any Government-owned enterprise as a Contractor under this Agreement, unless it has been established by the Government to the Bank's satisfaction that such hiring or contracting meets the Bank's eligibility requirements under applicable procurement rules.
17. **Standard of performance**. The UN Partner will carry out its obligations under this Agreement with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices.
18. **Removal and/or replacement of Staff, Consultants, Contractors**. If (i) for any reason beyond the reasonable control of the UN Partner; or (ii) as a result of the mandatory corporate mobility policy of the UN Partner, it becomes necessary to substitute any member of the team as included in **Annex I**, the UN Partner shall promptly replace such member with another having the required or better qualifications. For substitution of Consultants or Contractors' personnel, where relevant, the UN Partner will submit to the Government a copy of the replacement's summary CV for information.
19. If the Government reasonably concludes that (i) any member of the UN Partner's team as included in **Annex I** has engaged in serious misconduct or (ii) the

performance of any of the team members is unsatisfactory, then the Government shall promptly share the sufficiently detailed information with the UN Partner specifying the grounds therefore. If, after receiving the Government's written request, the UN Partner investigates the alleged misconduct or reviews the alleged unsatisfactory performance and concludes that the misconduct and/or the dissatisfaction with the performance of the team member justifies his/her replacement, the UN Partner will proceed with a replacement within the timeframe that is in line with the implementation schedule of this Agreement, subject to the UN Partner's regulations, rules, policies and procedures.

INTELLECTUAL PROPERTY AND PROPRIETARY RIGHTS

20. Each Party shall retain full and sole ownership of its preexisting copyright, patent rights and other proprietary rights. All copyright, patent rights and other proprietary rights in plans, drawings, specifications, designs, reports, other documents and discoveries developed or prepared by the UN Partner under this Agreement shall belong to the UN Partner. The UN Partner herewith grants to the Government a perpetual, non-revocable, royalty-free, transferable (including the right to sublicense), fully paid-up, non-exclusive license to copy, distribute and use any such copyright, patent rights and other proprietary rights.

MATERIALS AND EQUIPMENT

21. The purchase by the UN Partner of any supplies and equipment that are necessary for the UN Partner's team to provide the Technical Assistance and using the funds provided by the Government under this Agreement will be done according to the UN Partner's established regulations, rules, policies and procedures. The cost of such supplies and equipment shall not exceed twenty-five (25) percent of the Total Funding Ceiling. Any increase above twenty-five (25) percent shall be subject to prior approval of the Bank, to be obtained by the Government.
22. When relevant, the Parties shall agree on the timing and modality of the ownership and warranties transfer of any equipment, including vehicles, at the completion of this Agreement. Any equipment made available to the UN Partner by the Government during this Agreement shall remain the property of the Government.

INSURANCE

23. Throughout the execution of this Agreement the UN Partner shall:
 - (a) maintain appropriate insurance coverage with respect to third-party motor vehicle liability insurance;
 - (b) maintain appropriate cargo insurance or self-insure against loss of or damage to supplies and equipment, if any, purchased in whole or in part with funds provided under this Agreement until transferred to the Government;
 - (c) with regard to Staff, maintain appropriate health insurance; provide for compensation in respect of injury, sickness or death while performing official duties of the UN Partner, and maintain malicious acts insurance;

- (d) with regard to Consultants, ensure that they carry their own insurance with respect to injury, sickness or death while performing services on behalf of the UN Partner, and maintain malicious acts insurance.

24. The cost of insurance is deemed included in the Total Funding Ceiling.

REPORTING

- 25. The UN Partner will keep accurate accounts and records in respect of the funds made available under this Agreement, in accordance with the UN Partner's financial regulations and rules and in such form and detail as will clearly identify all relevant charges and costs for the corresponding deliverables.
- 26. The UN Partner will provide written Progress Reports to assist the Government in monitoring implementation progress towards provision of the Technical Assistance, and the remaining balance under the Total Funding Ceiling. The frequency of the reporting and the reporting requirements are set out in **Annex III**.
- 27. Upon request from the Government and following consultations between the UN Partner and the Government, the UN Partner may, subject to the UN single audit principle, furnish supplemental information or documentation to provide additional details.

FORCE MAJEURE

- 28. Either Party prevented by force majeure from fulfilling its obligations shall not be deemed in breach of such obligations. The said Party shall use all reasonable efforts to mitigate the consequences of force majeure. At the same time, the Parties shall consult with each other on modalities of further execution of the Agreement. Force majeure as used in this Agreement is defined as natural catastrophes such as but not limited to earthquakes, floods, cyclonic or volcanic activity; war (whether declared or not), invasion, act of foreign enemies, rebellion, terrorism, revolution, insurrection, military or usurped power, civil war, riot, commotion, disorder; ionizing radiation or contaminations by radio-activity; and other acts of a similar nature or force.

FRAUD AND CORRUPTION PREVENTION

- 29. In the event that the Government, the UN Partner, or the Bank becomes aware of information that indicates the need for further scrutiny of the implementation of the Technical Assistance or use of the funds provided by the Government pursuant to this Agreement (including non-frivolous allegations that indicate the possibility that corrupt, fraudulent, coercive or collusive practices may have occurred), the entity that has become aware of such information will promptly notify the other two.
- 30. In such case, to the extent consistent with the UN Partner's accountability and oversight framework and established procedures, this information will be brought promptly to the attention of the appropriate official or officials at the Government, the UN Partner, and the Bank.

31. After consultation with the Government and the Bank, the UN Partner will, to the extent the information relates to actions within the authority or accountability of the UN Partner, take timely and appropriate action in accordance with its regulations, rules, policies and procedures, to investigate this information. The Parties agree and acknowledge that the UN Partner shall have no authority to investigate the Government officials and the officials or consultants of the Bank.
32. To the extent that such an investigation confirms corrupt, fraudulent, collusive or coercive practices have occurred and to the extent that remedial action is within the authority of the UN Partner, the UN Partner will take timely and appropriate action in response to the findings of such an investigation, in accordance with its accountability and oversight framework, including its regulations, rules, policies and procedures.
33. To the extent consistent with the UN Partner's accountability and oversight framework including its regulations, rules, policies and procedures, the UN Partner will keep the Government and the Bank regularly informed by agreed means of actions taken, and the results of the implementation of such actions, including where relevant, details of any recovered amounts. Such recovered amounts, if any, shall be applied in the calculation of the final balances in the budget code (ledger account), or if such amounts are recovered after the date of the calculation and transfer of such final balances, the Government will consult with the Bank and provide payment instructions to the UN Partner with respect to such amounts.
34. For the purposes of this Agreement, the following definitions shall apply:
 - (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party.
35. In the event that the Government or the Bank reasonably believes that the UN Partner has not complied with the requirements of this section, the Government or the Bank may request direct consultations at a senior level between the Bank, the Government and the UN Partner in order to obtain assurances, in a manner consistent with the UN Partner's oversight and accountability framework and respecting appropriate confidentiality, that the UN Partner's oversight and accountability mechanisms have been or will be fully applied. Such direct

consultations may result in an understanding between the Government, the Bank, and the UN Partner, on any further actions to be taken and the timeframe for such actions. The Parties take note of the relevant provisions in the financial regulations and rules of the UN Partner.

36. The Parties agree and acknowledge that nothing in this section shall be deemed to waive or otherwise limit any right or authority of the Bank or any other entity of the World Bank Group under the Financing Agreement or otherwise, to investigate allegations or other information relating to possible corrupt, fraudulent, coercive, collusive or obstructive practices by any third party, or to sanction or take remedial action against any such party which the World Bank Group has determined to have engaged in such practices; provided however that in this section “Fraud and Corruption Prevention”, “third party” does not include the UN Partner. To the extent consistent with the UN Partner’s oversight framework, including regulations, rules, policies and procedures, and if requested by the Bank, the UN Partner shall cooperate with the Bank or such other entity in the conduct of such investigations.

37. (a) The UN Partner requires any party with which it has a long-term arrangement or to which it intends to issue a purchase order or a contract in connection with this Agreement, to disclose to the UN Partner whether it is subject to any sanction or temporary suspension imposed by any organization within the World Bank Group.⁸ The UN Partner will give due regard to such sanctions and temporary suspensions, as disclosed to it when issuing contracts in connection with the provision of the Technical Assistance under this Agreement.

(b) If the UN Partner intends to issue a contract in connection with the provision of any of the Technical Assistance activities under this Agreement with a party which has disclosed to the UN Partner that it is under sanction or temporary suspension by the World Bank Group, the following procedure will apply: (i) the UN Partner will so inform the Government, with a copy to the Bank, before signing such contract; (ii) the Government and the Bank then may request direct consultations at a senior level, if required, between the Bank, the Government and the UN Partner to discuss the UN Partner’s decision; and (iii) if after such consultation, the UN Partner elects to proceed with the issuance of the contract, the Bank may inform the UN Partner by notice, with a copy to the Government, that the proceeds of the Financing may not be used to fund such contract.

(c) Any funds received by the UN Partner under this Agreement that were to be used to fund a contract in respect of which the Bank has exercised its rights under paragraph 37(b) (iii), shall be used to defray the amounts requested by the UN Partner in any subsequent payment request, if any, or will be treated as a balance in favor of the Government in the calculation of the final balances upon Completion or Early Termination of this Agreement.⁹

SETTLEMENT OF DISPUTES BETWEEN THE PARTIES

38. This Agreement shall be governed by general principles of international law, which shall be deemed to include the UNIDROIT Principles of International Commercial

⁸ www.worldbank.org/debarr.

⁹ *WFP Procurement shall assure that these obligations under paragraph 37 are met.*

Contracts (2010). Any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved in accordance with the relevant provisions of the Basic Agreement or, failing such provision, if not settled by negotiation or other agreed mode of settlement, shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute. The arbitration panel shall have no authority to award punitive damages.

EARLY TERMINATION

39. This Agreement may be terminated prior to the Completion Date (“Early Termination”) by either Party upon thirty (30) calendar days’ written notice to the other in the following circumstances:
- (a) The UN Partner is unable to perform a material portion of the Agreement for a period of sixty (60) calendar days as the result of force majeure; or if the UN Partner determines that under the prevailing circumstances due to a significant deterioration of the operating environment in the country it can no longer implement the activities under the Agreement;
 - (b) The UN Partner does not receive payment of the full amount set forth in the payment request(s) submitted in accordance with **Annex II** and that is not disputed by the Government, within thirty (30) calendar days of the date of such payment request; or
 - (c) Either Party is in material breach of any of its material obligations under this Agreement and has not remedied the same within sixty (60) calendar days (or such longer period as the other Party may have subsequently agreed to in writing) following the receipt of the notice specifying such breach.
40. The provisions of this Agreement will survive Early Termination or completion to the extent necessary to permit an orderly conclusion of all activities and settlement of accounts between the Parties.¹⁰ Upon receipt by one Party of the other Party’s written notice of Early Termination of this Agreement, the Parties shall agree on the exit strategy to minimize any negative impact that can arise from an Early Termination of this Agreement and take all reasonable and necessary measures to complete as much of the activities as possible. In the case of Early Termination, the Parties shall agree on the deadline for the UN Partner to submit the final Progress Report and the Final Certified Financial Statement, and settle any outstanding payments by not later than the Financing Agreement Closing Date.

¹⁰ [Note to WFP: WFP shall continue to hold any unexpended funds in the designated WFP account until all commitments and liabilities incurred in the provision of the Technical Assistance under this Agreement have been satisfied and the activities hereunder brought to an orderly conclusion.]

MISCELLANEOUS

41. **Records Keeping.** The UN Partner shall retain all records (contracts, reports, invoices, bills, receipts and other documentation) relating to this Agreement in accordance with the UN Partner's documents retention policy.
42. **Relationship between the Parties.** Nothing contained in this Agreement will be construed as establishing a relation of principal and agent between the Government and the UN Partner. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.
43. **Headings.** The headings contained in this Agreement are for reference purposes only, and will not limit, alter or affect the meaning or interpretation of this Agreement.
44. **Notices.** Notices will be deemed "received" as follows:
- (a) in the case of personal delivery, on delivery as per date of the written acknowledgement;
 - (b) in the case of registered mail, fourteen (14) days after being sent; and
 - (c) in the case of facsimiles, or other electronic communications, forty-eight (48) hours following confirmed transmission.
45. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the Form of Agreement.
46. **Modifications.** Modifications to this Agreement may be done for immaterial revisions or clarifications through a written exchange of correspondence between the Parties.
47. **Amendments.** Any substantial revisions regarding: (a) the key deliverables (outputs) as set forth in **Annex I**, or (b) extension of the Completion Date or Early Termination, or (c) the Total Funding Ceiling, may be done only by a signed written amendment by the Parties. Such amendment becomes effective only upon notification by the Government to the UN Partner that the Bank, as the case may be, has approved such amendment.

ANNEX I

DESCRIPTION OF THE TECHNICAL ASSISTANCE AND WORK PLAN

Notes: This Annex shall be based on the proposal, including the detailed costing, prepared by WFP for the Government to facilitate the Parties' discussion regarding entering into this Agreement.

Description of the Technical Assistance shall include the following:

I. Background and Content

II. Objectives and expected deliverables, outcomes and results of the Technical Assistance

III. Agreed Deliverables/Outcomes/Results and the timeline

Deliverables 1: [insert description]

Activity 1.1 [Description of main activities (or tasks) to be carried out by WFP, i.e. content and duration, phasing and interrelations, milestones, and location of performance]

Activity 1.2

[Note: Reporting requirements for the activities described in this Annex I shall be included in Annex III]

IV. Work Plan

[Shall be consistent with the technical approach and methodology described above]

N°	Activity	Months					
		1	2	3	4	n
1	Deliverable 1. Mobilization of the team (Inception Report, if applicable)						
1.1	Activity 1 [include and plan for mobilization phase – especially if WFP needs to select outsourced services or contract Consultants]						
1.2	Activity 2						
2.	Deliverable 2						
2.1	Activity 1						
n	Progress Report (frequency per Annex III)						
	Final Certified Financial Statement					X	X

V. WFP's Team

(1) Titles, time input and period of engagement

N°	Name and Functional Title ¹²	Area of Expertise	Activity/ Position Assigned	Time input (in the form of a bar chart by month)						Total Input (in months)		
				1	2	3	4	5	6	Home	Field	total

(2) Brief description of each key position listed in the table above

(3) Short bio of WFP key Staff listed in Part II table, summary CVs of the key Consultants or, as applicable, Contractor's personnel [or key qualification requirements for those who are not yet selected at the time of signature of this Agreement]

¹² For Staff, Consultants or, as applicable, Contractor's personnel whom WFP can select only after the Agreement has been signed, position titles, brief summary describing each position and key qualification requirements will be included in this Annex. WFP will provide the Government with the names of those Staff, Consultants or, as applicable, Contractor's personnel promptly after they are selected/contracted by WFP.

ANNEX II
TOTAL FUNDING CEILING AND PAYMENT SCHEDULE

I. Total Funding Ceiling

	Description	Year 1	Year 2	Year N	Total
Deliverable:					
Direct Operational Costs (DOC)					
Capacity Development & Augmentation					
XXX	WFP Staff and Staff related costs				
XXX	Office Rent and Running Cost				
XXX	Vehicle Leasing and Running Costs				
XXX	Vehicle Acquisition				
XXX	Equipment and Supplies				
XXX	TC/IT Equipment				
XXX	Travel Costs				
XXX	Contracted Services				
XXX	Trainings, Meetings, Workshop				
XXX	Equipment Transport & related costs				
XXX	Cooperating Partner Costs				
Sub-Total Direct Operational Costs					
Direct Support Costs (DSC)					
XXX	WFP Staff and Staff related costs				
XXX	Office Rent and Running Cost				
XXX	Vehicle Leasing and Running Costs				
XXX	Vehicle Acquisition				
XXX	Office Equipment and Supplies				
XXX	TC/IT Equipment				
XXX	Security Costs				
XXX	Travel Costs				
XXX	UN Organization Services				
XXX	Commercial Services				
XXX	Assessment Costs				
XXX	Evaluation Costs				
Sub-Total Direct Support Costs					
TOTAL Operational Costs					
Indirect Costs (4%)					
GRAND TOTAL					

Notes to Table:

(a) “Capacity Development & Augmentation” includes such categories of expenditures as cooperating partners’ costs, workshops, meetings, contracted services, office rent, vehicle leasing (as distinct from running costs), and other similar costs that are directly related to the Technical Assistance and not already accounted for under any other line items.

- All costs listed under “Capacity Development & Augmentation” are directly attributable to the Technical Assistance activities.

- *All costs listed under “Direct Support Costs” (DCS) are costs that can be directly linked with the support to an operation and that would not be incurred should that activity cease. DSC costs are not directly traceable to individual activities. Similar cost types may appear under both headings depending on whether the expenditures are incurred for the activity itself or in support of that activity.*
- (b) *“WFP Staff and Staff Related Costs” are the costs of WFP staff working in the country, including “Danger costs” of WFP staff and equivalent costs for internationally-recruited consultants.*
 - (c) *“Office Rent and Running Costs” includes rent and running costs (e.g. utilities, office costs) of Country Office and Field Office.*
 - (d) *“Vehicle Leasing and Running Costs” include vehicle leasing costs, fuel, vehicle insurance and registration, other vehicle operating and maintenance costs.*
 - (e) *“Vehicle Acquisition” refers to the cost of purchase of vehicles, where it is more economical or more practical to purchase than to lease (e.g. armored vehicles, motorcycles), and where the vehicles are planned for primary use for the activities under the Agreement.*
 - (f) *“Equipment and Supplies” includes non-consumable assets related to office facilities (e.g. furniture, major repairs, leasehold improvements), office supplies & other consumables.*
 - (g) *“TC/IT Equipment & Services” means Telecommunication / Information Technology Equipment & Services.*
 - (h) *“Travel Costs” includes travel cost of WFP staff.*
 - (i) *“Contracted Services” refer to the third parties (i.e. private companies, professional services, institutions, etc.) where it is more effective for WFP to use these providers, or where WFP does not have the expertise). It includes evaluations, assessments, surveys, legal and protocol services, and studies and monitoring carried out for the purpose of providing services to the Government in the absence of national capacity.*
 - (j) *“Trainings, Meetings, Workshop” refers to the expenditures that are incurred through contracted services and are part of a structured process of enhancing local/national capacity.*
 - (k) *“Equipment Transport & related costs” incurred by WFP for handing over capital equipment.*
 - (l) *“Cooperating Partner Costs” include all costs of cooperating partners who are directly involved in providing capacity strengthening activities to those WFP is serving. This includes costs related to the Capacity Development and Augmentation activities agreed with cooperating partners or host governments (via MoUs).*
 - (m) *“Security Costs” are the cost of equipment, supplies and services incurred to set up, improve or ensure the security of staff and the WFP country office. This would include costs related to implementing Minimum Operating Security Standards (MOSS) and WFP contributions to UNDSS (UN Department of Safety and Security).*
 - (n) *“UN Organization Services” are the costs of services provided to WFP by other UN agencies (e.g. UNDP). This excludes UNDSS costs which are planned under the separate cost element for Security Costs.*
 - (o) *“Commercial Services” include bank charges, legal service fees and insurance premiums.*
 - (p) *“Assessments Costs” are related to country-wide assessments which are not linked to specific activities (e.g. VAM - Vulnerability Assessment Mapping - assessments), assessment linked to specific activities are accounted for under Direct Operational Costs as WFP Staff and Related Staff Costs if conducted in-house, or as Contracted*

Services or Cooperating Partner Costs, if carried out by contracted parties or cooperating partners.

- (q) *Evaluation Costs are related to country portfolio evaluations which are cross-cutting by nature, while evaluations linked to specific activities are accounted for under Direct Operational Costs as WFP Staff and Related Staff Costs if conducted in-house, or as Contracted Services or Cooperating Partner Costs, if carried out by contracted parties or cooperating partners.*
- (r) *The cost of purchased equipment, including vehicles, cannot exceed 25% (cumulatively, throughout the life of the Agreement) of the Total Funding Ceiling, as set forth in paragraph 21 of the General Conditions of Agreement.*
- (s) *No food procurement shall be conducted under the Technical Assistance Agreement.*

WFP shall indicate if any part of this Agreement is delegated to another UN organization “Yes/No.” [If “Yes”, WFP to provide the details _____]

II. PAYMENT SCHEDULE

[insert payment schedule agreed by the Parties for the specific Agreement]

1. For Agreements of short duration (for example, less than 12 months), the payment of the Total Funding Ceiling can be made in one tranche upon signing.

2. For Agreements of longer than 12 months duration [normally the following payment schedule is used (for exceptions, please seek advice from unagencies@worldbank.org):

- *1st payment – [US\$...] [normally up to 20% of the Total Funding Ceiling upon signing as an advance payment if Annex I (detailed list of activities) and/or Annex II (Work Plan with the breakdown of budget by deliverables and activities) are not prepared in detail at the time of signature and are expected to be submitted in the Inception Report. If both Annex I and II are sufficiently detailed, the budget estimate shown in Table 1 of Annex II for the first reporting period can be used as the first lump sum payment];*
- *subsequent payments for deliverables set up in Annex I – [shall be based on the refined estimates for the next reporting period of Table I in Annex II].*

3. All payments are made on the basis of WFP’s payment request to the Government with a copy to the Bank, as per paragraph 9 of the Agreement.

Any advance payments will be accounted for in the last payment.

All payments under this Agreement shall be made within the validity period of the Financing Agreement. Under no circumstances can payments be made after the Financing Agreement Closing Date.

ANNEX III

REPORTING REQUIREMENTS

WFP shall submit the following reports for the deliverables agreed in Annex I, with a copy to the Bank:

1. If the Inception Report is used, include:

- (a) Any information missing in **Annex I** at the time of Agreement signing, detailed mobilization arrangements, complete description of all activities required for the key deliverables, complete Work Plan to ensure timely start-up and on-time completion of the implementation of this Agreement;
- (b) The names and summary CVs of those key Consultants and, as applicable, Contractor's personnel, who were not selected or contracted at the time of the signing (and whose positions were listed in Annex I) and who shall be mobilized within the first 6 months; and
- (c) The payment request that is based on the Payment Schedule of **Annex II**.

2. Progress Report(s)

*Frequency of the reports should be aligned with the Payment Schedule in **Annex II**. Each report shall include:*

- (a) Narrative summary of the status of activities to demonstrate the progress towards the agreed deliverables and the linkage between the payments made under this Agreement and the deliverables, outputs or results in Annex I;
- (b) Interim financial reporting on the use of funds and the payment request for the next installment signed by an authorized WFP staff in charge of the Technical Assistance;
- (c) In the case of the final Progress Report upon Completion or Early Termination, a consolidated financial summary on the use of funds for deliverables set forth in Annex I, offset of any paid advances, and any uncommitted balances to be refunded shall be included. The Government will consult with the Bank and will provide WFP with the payment instructions.

All financial reports shall be expressed in United States dollars. The UN Operational Rate of Exchange shall be used for converting expenditures made in other currencies.

The final Progress Report shall include a financial statement signed by an authorized official of the WFP:

“We hereby confirm to the best of our knowledge and based on the available records that the above amounts have been paid for the proper execution of the Agreement and in accordance with the terms and conditions thereof. We confirm that the share of supplies and equipment has not exceeded the share (percentage) approved for this Agreement. All documentation authenticating these expenditures has been retained by WFP in accordance with its document retention policy and will

be available to WFP's External Auditors for examination in the course of the audit of WFP's Financial Statements.

Signed by: _____
Name and Title: _____
Date: _____

ANNEX IV

Counterpart Staff, Services, Facilities and Property to Be Provided by the Government

The Parties agree that the Government commits to provide, at its own expense and at no cost to WFP, the following inputs to facilitate successful implementation of this Agreement:

- (a) Government Staff (qualified experts to work with WFP team): *[include the list of names, titles, brief qualifications or insert “n/a” if none are provided]*
- (b) Surveys and Technical Inputs *[for example, surveys, drawings, files, maps, software, etc., or insert “n/a” if none are provided]*
- (c) Services *[for example, office cleaning, utilities, communication, etc. or insert “n/a” if none are provided]*
- (d) Facilities *[for example, office space, meeting and conference rooms, etc., or insert “n/a” if none are provided]*
- (e) Property *[for example, office or computer equipment, materials, vehicles, etc., or insert “n/a” if none are provided]*
- (f) *[Other – [insert any other inputs by the Government that do not fall under any of the above categories but are required for successful implementation of the Technical Assistance]*

The extent and timing of provision of counterpart staff and of facilities should be agreed upon and included in this Annex.

ANNEX V

COST OF WFP's SERVICES

1. Full cost comprises Direct Costs (including Direct Operational Costs and Direct Support Costs) and Indirect Cost.
2. Direct Costs are detailed in the Total Funding Ceiling calculations in **Annex II**.
3. Indirect Cost rate applicable to the Agreements with the Government that are financed from the loan, credit or grant proceeds obtained from the World Bank pursuant to the Financing Agreement between the Government and the Bank, is set up in accordance with WFP General Rule XIII.4 (a) (vi) and the relevant decisions of WFP's Executive Board or, where relevant, WFP's Executive Director, on cost recovery, and is four percent (4%).