

MODEL TRIPARTITE AGREEMENT

UNHCR/WFP, 1998



**[MODEL] TRIPARTITE AGREEMENT BETWEEN UNHCR, WFP, AND
IMPLEMENTING PARTNER ON THE DISTRIBUTION OF WFP AND
UNHCR SUPPLIED FOOD COMMODITIES**

1. Introduction:

1.1 The revised MOU (March 1997) between The United Nations High Commissioner for Refugees (UNHCR) and the United Nations World Food Programme (WFP) provides as follows : “Arrangements for the final distribution of food commodities to beneficiaries will be agreed jointly by the Government and UNHCR, in full consultation with WFP and in conformity with the UNHCR Commodity Distribution Guidelines. These arrangements will respect UNHCR and WFP’s policy of ensuring the maximum possible appropriate involvement of the beneficiary community, and of women in particular, in all aspects of distribution. The final distribution of food commodities will normally be the responsibility of an implementing partner of UNHCR, whose designation shall be jointly agreed by UNHCR and WFP. The distribution modalities and the responsibilities of the implementing partner for reporting on the distribution and use of food commodities will be the subject of a tripartite agreement among UNHCR, WFP and the implementing partner.” This is that tripartite agreement with [name of partner], henceforth “the Partner”.

2. Scope:

2.1 This agreement covers food supplied by WFP under [reference to LOU with the government/ EMOP/PRO...] and food supplied by UNHCR under [reference to any covering agreement, if applicable], and distributed by the Partner [add reference to UNHCR sub-agreement with partner].

3. Purpose:

3.1 The purpose of the agreement is to establish the modalities for distribution of WFP and UNHCR food and the reporting and other responsibilities of the Partner in this regard.

4. Provisions:

4.1 The target beneficiaries are [an estimated (number) refugees from x] located in [y region]. The actual beneficiaries of food assistance will be selected in accordance with criteria agreed by UNHCR and WFP and kept under regular review.

4.2 Commodities provided by WFP and UNHCR will be distributed free of charge, without discrimination, or provided for voluntary public works if applicable.

4.3 The Partner will carry out the final distribution to the target beneficiaries, taking all reasonable measures to ensure that the commodities reach the intended beneficiaries in good condition and with a minimum of loss. This includes arranging to recuperate commodities from damaged containers.

4.4 WFP and UNHCR will notify the Partner on a timely basis of the arrival of the food commodities and of the relevant element of the food pipeline and distribution plans.

4.5 The Partner will distribute the commodities only after receipt of the appropriate release order from WFP/UNHCR, which will normally be based on the monthly food allocation.

4.6 The distribution modalities will be [indicate the method of distribution, e.g. direct to households, direct to female heads of households, etc.], taking due account of the UNHCR Commodity Distribution Guidelines (provisional version, June 1997), a copy of which has been provided to the Partner. The frequency of distribution will be [indicate the distribution cycle, e.g. once a month, once a week, bi-monthly]. If one or more of the parties to this agreement and/or the government believes that it would be of benefit to change the distribution modalities or the frequency of distribution, all three parties should review the system and reach a consensus on the modified arrangement.

4.7 Distributions will be made in accordance with ration scales agreed by UNHCR and WFP. If this should prove to be impossible at any time, for any reasons, the Partner will inform and consult with the nearest WFP and UNHCR offices, which will advise on temporary, revised ration scales, or other corrective action (in practice this normally occurs at weekly meetings).

4.8 In case of doubts concerning the condition of any WFP or UNHCR-supplied commodities and their eventual fitness for consumption, depending on which organization's food is concerned, the Partner will inform the nearest WFP or UNHCR office, which will decide on the future utilisation of these commodities, after consultation with the other organization, as necessary.

4.9 Arrangements regarding used packaging will be determined at the field level by WFP in accordance with WFP Rules and Regulations and in consultation with UNHCR.

4.10 The Partner will facilitate full and easy access to all relevant records at all stages of the distribution process by the responsible government officials and UNHCR and WFP staff, or any person duly authorised by UNHCR or WFP.

4.11 The Partner will keep and account for resources provided by WFP under this agreement separately from resources from other sources including UNHCR. The Partner will retain records for possible future inspection and audit purposes by WFP and UNHCR.

4.12 The Partner will report to both UNHCR and WFP on the movement and use of WFP provided food commodities using the WFP Standard Project Report Format. Periodicity of reporting to WFP will be mutually agreed on and should normally be on a monthly basis, and as a minimum on a quarterly basis. The Partner will make a separate report to UNHCR on any UNHCR provided commodities, using the same format.

4.13 The progress and achievements of the food distribution activities will be measured in terms of indicators which are both feasible and relevant to the situation and objectives, e.g.: numbers of beneficiaries of general or selective feeding; nutritional status of beneficiaries; effectiveness of targeting, and distribution system.

5. General Conditions:

5.1 The following general conditions apply to this agreement:

5.1.1 UNHCR and/or WFP shall not be liable to indemnify any third party in respect of any claim, debt, damage or demand arising out of the implementation of this agreement and which may be made against the Partner.

5.1.2 The personnel of the Partner do not have the status of staff members or employees of the United Nations, its Agencies or Organizations. UNHCR and/or WFP shall not accept liability for compensation for the death, disability or the effects of other hazards which may be suffered by employees of the Partner as a result of their employment on work which is the subject matter of the agreement.

5.1.3 The confidentiality of any information pertaining to any individual or group of beneficiaries of activities governed by this agreement shall be respected. The contents of any files, including computerized databases, can only be released to persons duly authorized by UNHCR or WFP to receive such information.

5.1.4 If, during implementation of activities governed by this agreement, revision of any terms of the agreement or any annex thereto becomes advisable, including its extension beyond the termination date, then such revisions shall be made only with the written consent of the parties to the agreement and prior to the expiration of the agreement.

5.1.5 If during the period covered by this agreement, the Partner is prevented from carrying out the obligations referred to in this agreement, this fact shall be reported to UNHCR and WFP who, in consultation with the Partner, shall decide what arrangements, if any, shall be made to further implement or curtail the project.

5.1.6 Should any dispute arise as to the interpretation, application or any other question relating to this agreement that cannot otherwise be resolved, the dispute or controversy shall be referred, upon agreement by the parties, to a single arbitrator or, in default of agreement, to three arbitrators to be appointed in accordance with the arbitration rules of the United Nations Commission on International Trade Law.

5.1.7 The Partner shall not assign or otherwise transfer its interest in, or subcontract any substantial part of its performance under this agreement without prior written consent of UNHCR and WFP and subject to such terms and conditions as UNHCR and WFP may impose; in no case will any contractual relationship be created thereby between UNHCR and/or WFP and any other entity not party to this agreement.

5.1.8 If the Partner refuses or fails to perform any work, or separable part thereof provided for in this agreement, or violates any term, condition or requirement of this agreement, UNHCR and WFP may terminate this agreement in writing with immediate effect. Such termination shall relieve UNHCR and WFP from any further obligations under this agreement and the Partner shall return all unspent funds provided under this agreement, if any, and any UNHCR or WFP property in its possession, if any.

5.1.9 The Partner shall, at its own expense, comply with all laws and regulations, either in its country of residence or operation, if different, and assume all liabilities or obligations imposed by any law or regulation with respect to its performance under this agreement.

5.1.10 In cases where UNHCR or WFP provide or make available to the Partner any non-expendable property or assets in furtherance of this agreement, a separate agreement governing the use and disposal of such property/assets shall be concluded between the Partner, UNHCR and/or WFP.

5.1.11 Nothing in this agreement shall imply a waiver by the UNHCR, WFP, the United Nations or any of its Agencies or Organizations of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising out of the said agreement.

5.2 This agreement shall enter into force on [date as agreed] and remain in force until [date - linked to validity of agreements referred to 2.1]. It may be extended by an exchange of letters among UNHCR, WFP and the Partner.

Signed:

For the United Nations High
Commissioner for Refugees

Name:

Title:

Date:

For the United Nations
World Food Programme

Name:

Title:

Date:

For the (name of
implementing partner)

Name:

Title:

Date:

WFP STANDARD PROJECT REPORTING

Distribution Narrative

Country and Project Number:

Report no.

Report Date

Title of project:

Name of organization reporting:

Reporting period: from to
DDMMYY DDMMYY

NARRATIVE ON DISTRIBUTION AND PROGRESS OF PROJECT

(Note: The questions below have been designed to cover both relief and development situations. Some issues may therefore not apply to the project being reported on.)

1. Key events, if any, on project implementation and/or country situation during the reporting period. (5 to 10 lines)

2. Number of beneficiaries (overall and by gender): any changes as compared to previous reporting period and reasons thereof. Any obstacles or limitations in the implementation of the prescribed selection criteria and measures envisaged/taken to overcome them. Extent to which WFP food aid is reaching the target groups specified in the Mission Statement. (5 to 15 lines)

3. Narrative review of the project's outputs, giving reasons for over- or under-achievementsof targets. On the basis of the performance indicators specified in the project summary: (10 to 20 lines)
 - Extent to which the project is progressing towards the achievement of its immediate objectives as outlined in the project summary.
 - How effective and appropriate is food aid in supporting the achievement of these objectives?
 - The extent to which activities would have been carried out without food aid (at what pace, quantity and quality) and reasons why? Any indication of negative effects of food aid, indicating source of information.
 - Effectiveness of distribution system.

4. Any noticeable change in the situation of the beneficiaries and sources of evidences. (3 to 10 lines)

5. The extent to which WFP-assisted activities will be or can be sustained at the end of the project (in terms of maintenance and management). (3 to 10 lines)

6. Project management and support:

- Adequacy of technical, financial and material support to meet project requirements as scheduled; measures taken/envisaged to overcome eventual shortcomings. (3 to 7 lines)
- Role of women in project management and decision-making. (3 to 7 lines)
- Co-ordination of project activities between government, WFP, agencies and NGOs. Role of the Resident Co-ordinator. (3 to 7 lines)
- Collaboration with NGOs, including list of principal partners; their functions/tasks and performance. (3 to 10 lines)
- Monitoring and reporting: problems encountered in the implementation of the system, reasons thereof and measures taken/envisaged to overcome problems. (3 to 7 lines)

7. As applicable, when monetization is part of the project, examine use of generated funds and explain, if need any deviation from original plans. Include a table showing balance at end of previous reporting period, credits and debits during reporting period, use of funds. (as needed)

8. Food management:

- Difficulties and successes, if any, in connection with the handling (transport, storage, distribution) of food commodities after delivery to EDPs. (4 to 8 lines)
- Problems caused by inadequacy in the quality, type or size of packaging. Measures taken/envisaged to limit these problems. (2 to 4 lines)
- Origin and nature of post-delivery losses amounting to over 2 % of quantities handled for any one commodity and measures taken/envisaged to minimise these losses. (as needed)

WFP STANDARD PROJECT REPORTING:
DISTRIBUTION DATA

ONE FORM FOR ONE ACTIVITY FOR ONE REPORTING PERIOD

COUNTRY AND PROJECT No.: _____

Report no.:

Report Date:

Title of Project:

Reporting period: [Date] - [Date]

DESCRIPTION	PLANNED		REVISED		ACTUAL		FOR REPORTING PERIOD	
	Beneficiary Number:	Pro-rated Food Requirements (MTN)	Beneficiary Number:	Pro-rated Food Requirements (MTN)	Beneficiary Number:	Distribution (MTN)		
<i>Activity name and short description including geographic location and, if appropriate, name of implementing partner.</i>	Commodity		Commodity		Commodity		Average actual ration Vs Planned/Revised Ration %	
CER	(MAZ, MML, WHE, RIC, SOR, WHF..)		CER	(MAZ, MML, WHE, RIC, SOR, WHF..)		CER	(MAZ, MML, WHE, RIC, SOR, WHF..)	
PUL	(PEA, BEA, LEN, ..)		PUL	(PEA, BEA, LEN, ..)		PUL	(PEA, BEA, LEN, ..)	
OIL	(BUT, EDF, VEG,..)		OIL	(BUT, EDF, VEG,..)		OIL	(BUT, EDF, VEG,..)	
MSC SUG			MSC SUG			MSC SUG		
MSC SALT			MSC SALT			MSC SALT		
MIX	(CSB, CSM, WSB, WSM, BIS,..)		MIX	(CSB, CSM, WSB, WSM, BIS,..)		MIX	(CSB, CSM, WSB, WSM, BIS,..)	
DAI	(DSE, DSM, DWM, CHE)		DAI	(DSE, DSM, DWM, CHE)		DAI	(DSE, DSM, DWM, CHE)	
FSH & MEA	(CFI, DFI, BEF, CHK, PRK...)		FSH & MEA	(CFI, DFI, BEF, CHK, PRK...)		FSH & MEA	(CFI, DFI, BEF, CHK, PRK...)	
OTHERS	(LYO, BEV, SED, FRU...)		OTHERS	(LYO, BEV, SED, FRU...)		OTHERS	(LYO, BEV, SED, FRU...)	

NFP STANDARD PROJECT REPORTING:
OUTPUT DATA FOR ACTIVITIES

ONE FORM FOR ONE REPORTING PERIOD

COUNTRY AND PROJECT No.: _____ .

Report no.:

Report Date:

Title of Project:

Reporting period: [Date] - [Date]

* This form is to report on physical output in projects where there are Food For Work components

Activity number	Activity name, short description of outputs, including geographic location and, if appropriate, name of implementing partner.	REPORT PERIOD		Project Document		Revised		Actual		Actual Output vs. (Revised or Planned) Output (%)
		Reporting period for each activity if different than overall reporting period		Pro-rated Planned Output	Unit	Pro-revised Planned Output	Unit	Actual Output	Unit	
	DESCRIPTION	From: [Date]	To: [Date]		[eg: mt of food, kms, ha., # of schools]		[eg: mt of food, kms, ha., # of schools]		[eg: mt of food, kms, ha., # of schools]	

**WFP PROJECT REPORTING:
STOCKS AND LOSSES**

COUNTRY AND PROJECT No.: _____

Report no.: _____

Report Date: _____

Title of Project: _____

Name of organization reporting: _____

Reporting period: [Date] - [Date]

COMMODITY	Stock at the end of the previous reporting period	Deliveries during the reporting period	Total handled	Distribution during the reporting period	Stock at the end of the current reporting period	Post delivery losses	% Loss versus handled
	MTN	MTN	MTN	MTN	MTN	MTN	
CER (MAZ, MML, WHE, RIC, SOR,)							
PUL (PEA, BEA, LEN, ..)							
OIL (BUT, EDF, VEG,..)							
MSC SUG							
MSC SALT							
MIX (CSB, CSM, WSB, WSM, BIS,.)							
DAI (DSE, DSM, DWM, CHE)							
FSH & MEA (CFI, DFI, BEF, CHK, PRK)							
OTHERS (LYO, BEV, SED, FRU, ..)							