Technical Agreement

**between**

**The United Nations World Food Programme**

**and**

**USER**

**For the provision of services of the**

**Humanitarian Response Depot (HRD) Network**

## 1. PREAMBLE

* + 1. The United Nations World Food Programme *(*hereinafter referred to as "**WFP**" or a “**Party**”*)* and USER *(*hereinafter referred to as "**USER**" or a “**Party**”, and together with WFP referred to as the "**Parties**") are entering into this Technical Agreement (hereinafter referred to as the "**Agreement**") in order to provide a framework for technical cooperation in the provision by WFP of humanitarian response depot services to USER.
	1. WFP is the United Nations food aid agency, mandated to provide emergency and development assistance to eradicate hunger and poverty amongst the poorest and most food-insecure countries and populations.
	2. USER is ...
	3. WFP has been assigned the mandate for the management of Humanitarian Response Depots in certain locations worldwide (hereinafter each referred to as an “**HRD**” and jointly referred to as the “**HRD Network**”), and USER wishes to store supplies and/or equipment within the HRD Network. A list of the HRDs is attached hereto as **Annex 1**. The Parties acknowledge that the HRD Network offers services to UN Agencies, Governmental and Non-Governmental Organisations and International Organisations having entered into a Technical Agreement on similar terms and conditions as this Agreement with WFP (hereinafter referred to as the "**Users**") where the rapid deployment of programme supplies and operational support equipment is required as humanitarian support. It is agreed by the Parties that only supplies and equipment falling within this definition shall be stored within the HRD Network.
	4. The Parties agree that this Agreement will be read in conjunction with the Standard Operating Procedures (SOPs) available at the UNHRD website (http://www.unhrd.org/page/partner-with-us) (as may be updated from time to time) which govern the use of the HRD Network facilities by the Parties on matters not specifically covered by this Agreement.
1. **AREAS OF TECHNICAL CO-OPERATION**
	* 1. WFP shall provide to USER the standard services detailed in Section 4 below.
		2. Following a request by USER, WFP shall provide any or all the specific services detailed in Section 5 below.
2. **PLANNING AND COORDINATION**
	* 1. The Parties agree to participate in any inter-agency logistics coordination mechanism that may develop in relation to the HRD Network and coordinate their logistics planning, as appropriate.
		2. The Parties shall cooperate at all times (in compliance with their respective rules and regulations) so that the most effective use is made of the HRD Network’s facilities to the benefit of all Users.
		3. WFP shall handle and store with due care USER supplies and equipment inside the HRD Network (as defined in **Annex 1)**.
		4. WFP reserves the right to reject some items for which USER shall request storage at any HRD in accordance with clause 6.1 below. In that event, WFP shall inform USER accordingly with timely notification, so as to avoid USER sending unacceptable items to the HRDs.
		5. The Parties agree to share logistics-related information such as commodity tracking and supply pipeline data, expiration date and batch number, and any such other information as appropriate.
		6. The Parties will agree on a case by case basis the necessary arrangements for unloading supplies and equipment at the final destination following dispatch.
3. **STANDARD SERVICES**

WFP shall manage program supplies and operational equipment stored by USER at HRDs. As part of such management, WFP shall provide the following standard services:

* 1. Provide the cubic metres of warehouse storage space within each of the HRD indicated in **Annex 2**;
		1. Receive and handle with due care USER’s supplies and equipment (in accordance with USER’s operational guidance as communicated to WFP) designated for storage within the HRD Network by USER, in each of the single HRDs.

4.3 Ensure that USER supplies and equipment are inspected and conform to the transport documentation, are stored appropriately and prepared for dispatch from the HRD Network on behalf of USER;

4.4 Support USER in identifying suitable packaging and labelling for its supplies and equipment with a view towards the standardisation of goods;

4.5 Act as a focal point to facilitate the possible provision of supplies and/or equipment between Users as authorised by the relevant Users of the HRD Network;

4.6 Provide a receipt to USER for supplies and/or equipment received and ensure that USER’s supplies and/or equipment are only issued from HRD Network facilities upon receipt of a signed HRD standard Dispatch Order from USER as per SOPs;

4.7 Process all customs documentation for the receipt and re-export of USER supplies and equipment in accordance with local customs regulations and practices, inasmuch they might be relevant to the operations of any of the HRDs;

4.8 Provide activity reports to USER upon each receipt and dispatch of USER supplies and equipment and an annual activity report stating all actions taken in relation to USER supplies and equipment stored within the HRD Network. WFP will also grant USER access to stock reports online through the HRD Network website (www.unhrd.org);

4.9 Act as focal point for access to common services coordinated by WFP and other interagency providers as required, to facilitate stock movement and pipeline flow.

**5. SPECIFIC SERVICES**

WFP shall, on written request by USER and further to USER written acceptance of the pro-forma invoice under clause 7.3 below, provide the following specific services:

5.1 Make arrangements for the secondary transportation of USER’s supplies and equipment to designated destinations. WFP shall take due care in the handling of USER’s supplies and equipment during the loading and unloading and provide USER with a signed receipt or waybill as proof of delivery.

5.2 Arrange for repairs, replacement of pallets, repackaging/reconstitution or special protection for items that require storage, according to recommendations made after inspection or otherwise;

5.3 Arrange for specific maintenance services, including repairs, for vehicles and other property stored at HRDs;

5.4 Accompany cargo that is airlifted from the HRDs to the field, provide technical assistance and train local staff for the purposes of installation or maintenance of supplies or equipment;

5.5 Arrange for the purchase of replacement supplies and/or equipment in the case of supplies or equipment provided between Users under clause 4.5 of this Agreement;

5.6 Provide training centre facilities within the HRD Network;

5.7 Arrange insurance for USER’s supplies and equipment stored within the HRD Network.

Further specific services may be provided by WFP to USER as agreed by the Parties on a case by case basis following a written request.

## 6. OBLIGATIONS OF USER

USER shall:

* 1. Provide WFP with timely written notification of deliveries to any HRD, giving details such as the description of the items, weight and/or dimensions as appropriate and an indication of the relevant HRD and required storage period in such HRD;
	2. Arrange for delivery of USER supplies and equipment to the HRD Network and provide storage instructions as appropriate;
	3. Ensure that all supplies and equipment to be stored within the HRD Network are properly marked for easy identification;
	4. Inspect its supplies and equipment stored within the HRD Network annually or as otherwise agreed by the Parties on reasonable notice to WFP;
	5. Adhere to local customs procedures and practices as advised by WFP and provide such documentation as is required to facilitate customs clearance by WFP on USER’s behalf;

In the event that USER requests the arrangement of transport as a specific service within the meaning of clause 5.1 above, USER shall:

* 1. Submit timely requests to WFP for the required transport services. Requests should be sent to WFP by fax or email on an HRD standard Dispatch Order template (unless agreed otherwise on a case by case basis by the Parties) after agreement has been reached by the Parties on the best available offer;
	2. Obtain any consents necessary from local governments;
	3. Ensure that the consignee is present at the final destination to receive the supplies and/or equipment;
	4. Be responsible for all fees or charges directly linked to the transportation of USER supplies and equipment which may be incurred during transportation including, where WFP is not directly responsible, vehicle detention charges.

**7. FINANCIAL OBLIGATIONS**

* 1. WFP agrees to provide USER with the standard services as listed in both Section 4 above and the SOPs free of charge.
	2. In the event of specific services listed in Section 5 above or any other service as contracted by USER on a case by case basis, USER agrees to pay on a direct cost recovery basis plus management costs recovery, as specified in the SOPs.
	3. WFP shall issue a *pro forma* invoice for the estimated cost of each specific service. The acceptance by USER of such estimate shall signify USER’s agreement to pay up to that amount for the specific service.
	4. Except in the case of insurance (see clause 7.5 below), once the specific service is performed, WFP shall issue a debit note for the payment of the actual specific service upon completion of the specific service.

* 1. WFP shall invoice USER separately for the payment of insurance.
	2. Payment for services provided under this Agreement shall be settled within 30 days of the date of debit note.
	3. In the event of a dispatch which contains both WFP and USER’s supplies and equipment and/or that of any other Users, the cost for transportation shall be calculated proportionally on the basis of whichever is higher between the gross weight and the volume.

**8. LIABILITY**

* 1. WFP undertakes to provide the services under this Agreement in good faith.
	2. USER shall be responsible for arranging insurance for its supplies and equipment stored within the HRD Network, unless USER requested WFP to provide this specific service in accordance with clause 5.7 above. WFP shall report any damage to or losses of supplies or equipment to USER, and shall assist USER to the extent possible in the investigation of such damage or losses.

* 1. Neither Party shall be liable in respect of loss or damage to the other Party's supplies or equipment, except in the case of gross negligence or willful misconduct by the Party or its staff.
	2. Each Party shall be responsible for dealing with and hold the other harmless for any casualty incurred by its own staff in the performance of this Agreement, including loss of or damage to property, personal injury, disability, death or any other hazard, except when caused by the acts or omissions of the other Party or its staff.
	3. Each Party shall be responsible for dealing with, and shall hold the other harmless for any claim by third-parties in relation to loss of or damage to property, personal injury, disability, death, or any other event caused by the actions or omissions of its own personnel in the performance of this Agreement.
	4. When providing secondary transportation services under this Agreement, WFP shall act for USER “as agent only” with no formal liability except in case of proven gross negligence or wilful misconduct. WFP shall offer every assistance to USER for any claim against subcontracted parties in relation to loss of or damage to equipment or supplies during such transportation.

**9. NOTICES**

All correspondence regarding the implementation of this Agreement shall be addressed as follows:

(a) If to WFP:

WFP-UNHRD Coordination Cell

Via G.C. Viola 68-70, Parco dei Medici

00148 Rome, Italy

Attention of: Ms. Marta Laurienzo, UNHRD Network Coordinator

e-mail: marta.laurienzo@wfp.org

Direct line: +39 06 65133735

1. If to USER

Attention of:

 USER’s address and contact information

 Any Party should promptly notify in writing the other of any changes to its address for notices hereunder.

**10. DURATION, TERMINATION AND AMENDMENTS**

* 1. This Agreement shall enter into force upon its signature by duly authorised representatives of the Parties. It may be amended by mutual agreement in the form of an exchange of letters. It shall remain in force until such time as it is terminated by mutual agreement, or by one of the Parties giving the other 60 days written notice of termination. Such termination shall not affect any activities or liabilities undertaken prior to termination.
	2. The Parties shall meet at approximately six months from signature of this Agreement and thereafter not less than annually to review this Agreement including the consideration of the allocation of storage space.

**11. FORCE MAJEURE**

* 1. In this Agreement, "*Force Majeure*" means governmental or state actions, war (declared or not), national emergency, insurrection, blockade or embargo, protests, riot, civil commotion, fire, explosion, flood, earthquake, natural catastrophe, epidemic, lock-outs, strikes, other labour disputes or acts of terrorism or other acts of a similar nature or force not caused by nor within the control of either Party and which neither Party is able to overcome.
	2. If a Party is rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Agreement by reason of *Force Majeure*, that Party shall give notice and full particulars in writing to the other Party as soon as possible after the occurrence of any event constituting *Force Majeure*.
	3. A Party prevented by *Force Majeure* from fulfilling its obligations shall not be deemed to be in breach of such obligations. If after 30 days following notification of the occurrence of an event constituting *Force Majeure* a Party is prevented from fulfilling part or all of its obligations, the obligation in question may be terminated upon notice by either Party to the other.

**12. DISPUTE RESOLUTION FOR NON U.N. ORGANIZATIONS USERS**

Any dispute between the Parties arising out of the interpretation or execution of this Agreement shall be settled by mutual agreement. If the Parties are unable to reach agreement on any question in dispute, or on a mode of settlement other than arbitration, either party shall have the right to request arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law (UNCITRAL), as at present in force. The Parties agree to be bound by any arbitration award rendered in accordance with the above, as the final adjudication of any such dispute.

**12. DISPUTE RESOLUTION FOR U.N. ORGANIZATIONS USERS ONLY**

Any dispute, controversy or claim arising out of the interpretation or execution of this Agreement shall be settled by direct negotiations between the Parties. Failing resolution in this manner, either the Executive Director of WFP or the [Director-General/Executive Director] of USER, upon giving thirty (30) day-notice to the other, may refer such dispute, controversy or claim to the Secretary-General of the United Nations whose decision thereon shall be final and binding upon the Parties.

**13. PRIVILEGES AND IMMUNITIES**

Nothing in this Agreement shall imply a waiver, express or implied, by WFP, the United Nations and/or any of its subsidiary organs 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 Agreement.

Signatures:

Signed for the Signed for the

**United Nations World Food Programme** **User**

…………………………………………… ……………………………………………………….

Mr. Alex Marianelli XXX

Director, Supply Chain Division XXX

Date……………………………………… Date …………………………………………………

**Annex 1**

**Humanitarian Response Depots (HRDs)**

**United Nations Humanitarian Response Depot - Support Office**S.S 16 San Vito dei Normanni Km 906.9
72100 Brindisi, Italy
Tel. +39 0831506673
Fax. +39 0831506648
**E-mail: UNHRD.customerservice@wfp.org**

**UNHRD Brindisi**S.S 16 San Vito dei Normanni Km 906.9
72100 Brindisi, Italy
Tel. +39 0831506650
Fax. +39 0831506648

**UNHRD Dubai**Dubai Industrial City (DIC), Phase 2

International Humanitarian City

Warehouse # J9

Shk.Mohammed Bin Zayed Road (old Emirates Road)

Nearest Landmark: Dubai World Central (DWC)

United Arab Emirates

Tel. +971 4 4549560

Fax +971 4 4549579

**UNHRD Accra**Courier Enclave - Kotoka International Airport

P.O. Box. 1423

Accra, Ghana
Tel: +233 302 770 054

Fax: +233 302 770 052

**UNHRD Panama**Hangar No. 1, Building 237

Panama Pacifico International Airport

Howard, Arraijan

Panama

Tel. +507 317 6319

 Vsat: 1375 3860

**UNHRD Kuala Lumpur**Subang Royal Malaysian Air Force Base (TUDM),

Penkalan Udara Subang, 40000 Shah Alam,

Slangor Darul Eshan

Subang, Malaysia

Tel. +60 3-7846 0473

Fax +60 3-7846 0920

**UNHRD Las Palmas**

C/O Programa Mundial de Alimentos
Avenida de los Consignatarios s/n

Muelle de Sanapu

Puerto de Las Palmas

Las Palmas 35008
España - Spain
Tel. +34928275402

**Annex 2**

**Estimated Storage Space required by USER**

**HRD Accra:** XXX cubic meters

**HRD Brindisi:** XXX cubic meters

**HRD Dubai:** XXX cubic meters

**HRD Las Palmas:** XXX cubic meters

**HRD Panama:** XXX cubic meters

**HRD Kuala Lumpur:** XXX cubic meters