

**Stand-By Agreement
Between
The World Food Programme
And
Swiss Federation for Mine Action**

Background

It is the shared intention of the United Nations World Food Programme hereinafter referred to as "WFP" and the Swiss Federation for Mine Action, hereinafter referred to as "FSD" and jointly referred to as "the Parties", to improve WFP's capacity to respond in emergency situations and enhance WFP's humanitarian food relief operations;

WFP's capacity to respond to emergencies can be enhanced through the establishment of external Stand-By capacity where FSD makes available personnel and technical expertise to complement WFP's internal staffing, programme delivery and administrative support capacity in a cost effective way and in accordance with WFP's operation in the specific emergency region/country;

FSD has the capacity and is willing to make available personnel and technical expertise to WFP, thereby improving the emergency response capacity of WFP;

Therefore building upon previous successful co-operation and on the basis of mutual trust and in the spirit of friendly cooperation, WFP and FSD hereby agree to the following:

Article I. Objective and scope of this Agreement

- 1.1 This Agreement sets forth the framework of general terms and conditions for cooperation between the Parties with respect to specific Assignments within the context of WFP's Operation.
- 1.2 The Parties agree to join efforts and maintain close working relationships in order to achieve the objectives of a specific Assignment and the goals of the Operation.
- 1.3 All activities envisaged under the Agreement will be carried out in accordance with the respective regulations, rules and directives of the Parties.

Article II. Nature of Cooperation

- 2.1 The Parties agree that FSD shall in consultation with WFP, maintain a Stand-By capacity for the rapid mobilisation and deployment of Stand-By Personnel who shall be deployed to WFP emergency operations upon request, in accordance with this Agreement and any sub-agreement concluded hereunder.
- 2.2 In co-operation with WFP, FSD shall maintain a roster of Stand-By Personnel with expertise in demining activities.
- 2.3 The WFP Augmented Logistics Intervention Team for Emergencies (ALITE) shall be the focal point for WFP. All requests by WFP for Stand-By Personnel shall originate from ALITE.

- 2.4 When requesting Stand-By Personnel, WFP shall provide FSD with terms of reference for the Assignment. The terms of reference shall include details of the purpose of FSD's involvement, the Stand-By Personnel and/or services required and the time period envisaged.
- 2.5 FSD shall endeavour, upon a written request from WFP to deploy Stand-By Personnel within 72 hours. FSD shall notify WFP within 24 hours if it is unable to fulfil the request.
- 2.6 FSD shall select the Stand-By Personnel and shall submit the individual's qualifications to WFP for approval. WFP shall not unreasonably reject the Stand-By Personnel selected by FSD.
- 2.7 The duration of deployment of Stand-By Personnel shall not normally exceed 3 months. Any extension of the deployment shall be agreed between the Parties and will commence immediately upon the expiration of the original Employment Contract in the case of individuals.
- 2.8 For certain operations, FSD in consultation with WFP may deploy a Liaison officer to enhance and assist WFP's administration of the Stand-By Personnel.
- 2.9 FSD may send representatives, in consultation with WFP, to monitor the performance of the Stand-By Personnel as well as the progress of the Operation.

Article III. Funding

- 3.1 Funding for the deployment of FSD shall be sought on a case-by-case basis and could range from full funding by FSD, a cost sharing arrangement or full funding by WFP. If full or partial funding is provided by FSD, FSD shall submit to WFP budget estimates for registration of in-kind contributions. If funding is provided by WFP, FSD shall submit budgets to WFP.

Article IV. Administrative and Financial Obligations of the Resource Provider

- 4.1 FSD shall have, at all times the following documents for each candidate on the Stand-By Roster and shall provide WFP with these documents at the time of deployment to enable its office to proceed with administrative formalities:
 - complete and updated curriculum vitae
 - a copy of valid passport
 - 8 passport photographs
- 4.2 FSD shall ensure that candidates are trained and briefed in accordance with the training package provided by WFP, which includes:
 - WFP's mandate and structure
 - WFP emergency operations
 - The role of UN and NGOs in emergency operations
 - Principles of assistance (Programming) and its application in emergencies
 - Security

- 4.3 FSD shall issue an employment contract to the Stand-By Personnel for the duration of the Assignment. The employment contract shall contain a clause obliging the Stand-By Personnel to sign the Undertaking with WFP (Annex 1) and to comply with the terms of this Agreement. All Stand-By Personnel, whether deployed individually or as part of a Service Module shall be required to sign an Undertaking.
- 4.4 FSD shall remunerate the Stand-By Personnel in accordance with the terms and conditions of the employment contract. WFP shall have no obligations towards the Stand-By Personnel for any such salaries or payments.
- 4.5 FSD shall be responsible for all travel arrangements of the Stand-By personnel, except for internal travel within the country or region of the Operation which shall be the responsibility of WFP.
- 4.6 FSD shall provide the Stand-By Personnel DSA prior to the commencement of an Assignment. The amount of DSA shall be determined by FSD. FSD shall be responsible for additional payments of DSA. In exceptional cases, WFP shall facilitate the payment of DSA to be reimbursed by FSD.
- 4.7 Stand-By Personnel shall be entitled to the same Rest and Recuperation entitlements as WFP staff members, provided such entitlements are approved by FSD and the funding modalities are agreed in advance by the Parties.

Article V. Administrative Obligations of the WFP

- 5.1 WFP shall inform its Country Office of details regarding the arrival of the Stand-By Personnel and such other arrangements, including security and medical clearance and/or briefing, as are required.
- 5.2 WFP shall provide all necessary operational and administrative support in-country to the Stand-By Personnel, i.e., office space, work space, computers, vehicles, etc.
- 5.3 WFP shall undertake the field administration of the Stand-By Personnel during the Assignment. If requested, WFP shall maintain relevant administrative records of the Stand-By Personnel participating in the Assignment, including sick leave and other attendance records.
- 5.4 WFP shall, as and when requested by FSD, assist in obtaining from the competent local authorities, visas and any other necessary travel related documents in connection with the travel of the Stand-By Personnel on Assignment with WFP or in connection with services performed under this Agreement.
- 5.5 WFP shall be responsible for internal travel arrangements for the Stand-By Personnel within the country or region of the Assignment.

Article VI. Service Modules

- 6.1 The Parties may agree to include the provision of Service Modules under this Agreement. The Parties shall enter into a Letter of Agreement (LOA), for each specific deployment of Service Modules. Specified in the LOA shall be a description of the Service Module, a description of the services to be provided, an inventory of the equipment included in the Service Module, the duration, expected deployment date and financial obligations of the Parties and all other relevant information.

- 6.2 WFP shall ensure that all customs and registration documents, licences and operating permits, which may be required for the importation of Service Modules and the operation of equipment, including vehicles, telecommunications and computer equipment, shall be applied for in order to avoid any delay at the entry port.
- 6.3 The responsibility as to the insurance of project supplies/service packages shall be agreed by the Parties on a case-by-case basis and shall be stated in the LOA, signed prior to each deployment.
- 6.4 Any extension or significant modification of the Service Modules shall be agreed by the Parties and contained in an addendum to the LOA.

Article VII. Legal status and obligations of the Stand-By Personnel

- 7.1 The Stand-By Personnel shall work as part of a WFP team but shall not be considered as being an official or staff member of WFP. For the purpose of carrying out functions under the terms of this Agreement, the Stand-By Personnel shall be accorded the status of "Experts on Mission" for the United Nations within the meaning of Article VI, section 22 and 23, or the Convention on the Privileges and Immunities of the United Nations of 13 February 1946 and are to be accorded such privileges and immunities as are necessary for the independent exercise of their functions during the period of deployment with WFP, including time spent on travel to and from their deployment.
- 7.2 The Secretary-General of the United Nations shall have the right and the duty to waive the immunity of any Stand-By Personnel having been accorded the status of "Expert on Mission" under the present Agreement in any case where, in his opinion, the immunity would impede the course of justice.
- 7.3 WFP shall issue the Stand-By Personnel for the duration of their deployment with a WFP identity card. In exceptional circumstances following consultation between the Parties, WFP shall endeavour to issue the Stand-By Personnel with a United Nations certificate for the purpose of travel and identification prior to their deployment or on arrival at the Assignment.
- 7.4 Stand-By Personnel shall work under the responsibility, and according to the instructions of the respective WFP official charged with the implementation of the Operation.
- 7.5 Stand-By Personnel shall be required to sign an Undertaking (Annex 1), which contains their obligations vis-à-vis WFP and the United Nations, prior to commencing the Assignment. WFP shall not accept Stand-By Personnel who has not signed an Undertaking.

Article VIII. Liability and Indemnification

- 8.1 FSD shall provide adequate medical, life and malicious acts insurance, for the Stand-By Personnel. Such insurance shall provide coverage for illness, injury, disability or death incurred during the term of the Assignment. WFP shall not accept any liability for claims from compensation in respect of illness, injury or death arising out of the participation in the Operation or specific Assignment by FSD or the Stand-By Personnel.
- 8.2 FSD shall reimburse WFP for all financial loss and/or for damage to WFP or United Nations owned equipment or property, caused by the Stand-By Personnel while deployed

to WFP, if such loss or damage occurred (i) outside the performance of service with WFP or (ii) resulted from gross negligence or wilful misconduct of the Stand-By Personnel.

- 8.3 WFP shall be responsible for dealing with claims by third parties where the loss of/or damage to their property, personal injury or death was caused by the actions or omissions of the Stand-By Personnel while deployed and performing services to WFP under the present Agreement. However, in the event that the loss, damage, injury or death arose (i) outside the performance of his/her service; or (ii) from the gross negligence or wilful misconduct of the Stand-By Personnel, FSD shall be liable to WFP for all amounts paid by WFP to the claimant and all the costs incurred by WFP or the United Nations in settling such claim.

Article IX. Security

- 9.1 WFP shall afford the Stand-By Personnel the same protection and physical security measures which WFP affords its staff. The Stand-By Personnel shall, *inter alia*, be included in all WFP security arrangements, in a manner consistent with UNSECOORD published directives.
- 9.2 FSD reserves the right, in consultation with WFP, to withdraw the Stand-By Personnel if the security situation deteriorates or if the risk to the Stand-By Personnel is deemed unacceptable by FSD.

Article X. Consultation

- 10.1 Upon request of FSD, WFP shall provide information and documentation on the activities carried out with the support of FSD, in accordance with the internal regulations, rules, policies and procedures of the WFP.
- 10.2 A joint staff evaluation may be carried out by WFP and FSD at the end of the Assignment. This shall include a systematic debriefing of the Stand-By Personnel by FSD and feedback to WFP.
- 10.3 WFP shall provide FSD with reports on the performance of the Stand-By Personnel at the end of their Assignment.
- 10.4 WFP and FSD staff shall on a regular basis, exchange information on the progress of the Assignment in which the Stand-By Personnel are involved.
- 10.5 WFP and FSD shall meet as required and at least annually to review the nature of the relationship, the profiles of personnel which may be required and the means to further enhance co-operation.

Article XI. Title Rights

- 11.1 WFP shall be entitled to all property rights including but not limited to copyrights with regard to any information and material which relate to the conduct of the Assignment and which are produced in the course of the Assignment. Such information and materials shall be treated as confidential and may not be communicated to third parties or otherwise published without the authorisation of WFP.

Article XII. Arbitration

- 12.1 Any dispute or any claim arising out of this Agreement or any Institutional Contract, or any breach thereof, unless settled amicably by direct negotiation, shall be referred to arbitration in accordance with the UNCITRAL Arbitration Rules. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final adjudication of any such controversy or claim. The arbitration tribunal shall have no authority to award punitive damages.
- 12.2 Nothing in or relating to this Agreement shall be deemed a waiver, expressed or implied, of the privileges and immunities of the United Nations and its subsidiary organs, including WFP, whether under the Convention on the Privileges and Immunities of the United Nations of 13th February 1946, the Convention on the Privileges and Immunities of the Specialised Agencies of 21st November 1947, and no provisions of this Agreement or any Institutional Contract or any Undertaking shall be interpreted or applied in a manner, or to an extent, inconsistent with such privileges and immunities.

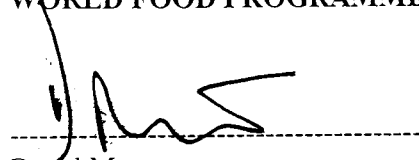
Article XIII. Effective Date, duration and termination

- 13.1 The present Agreement shall become effective upon its execution by both Parties, and shall remain into force unless terminated by either Party pursuant to Article 13.3
- 13.2 This Agreement may be modified or amended only by written agreement between the Parties. Each Party shall give full and sympathetic consideration to any proposal for an amendment made by the other Party.
- 13.3 This Agreement may be terminated, without prejudice, by either Party upon giving 3 months notice in writing to the other Party.

IN WITNESS WHEREOF the undersigned, being duly authorised, have on behalf of the Parties hereto signed this Agreement at the place and on the day below written.

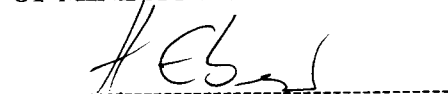
This Agreement is hereby signed on 1st October 2002.

**FOR THE
WORLD FOOD PROGRAMME:**



David Morton
Director
Transport & Logistics Division

**FOR THE
SWISS FEDERATION
OF MINE ACTION**



Hansjörg Eberle
President