



# GUIDELINES FOR PUBLIC WORKS PROGRAMMES: CASH-, VOUCHER- AND FOOD-FOR-WORK

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*Photo: FAO cash-for-work beneficiaries repairing irrigation infrastructure after the 2010 floods in Pakistan*

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## **ACRONYMS**

<b>AAP</b>	Accountability to Affected Populations
<b>CaLP</b>	Cash Learning Partnership
<b>CFW</b>	Cash-for-work
<b>CT</b>	Cash transfer
<b>DRR</b>	Disaster risk reduction
<b>FAO</b>	Food and Agriculture Organization of the United Nations
<b>FFW</b>	Food-for-work
<b>FSNAU</b>	Food Security and Nutrition Analysis Unit
<b>ILO</b>	International Labour Organization
<b>LoA</b>	Letter of Agreement
<b>MoA</b>	Ministry of Agriculture
<b>NGO</b>	Non-governmental Organization
<b>UCT</b>	Unconditional cash transfer
<b>UN</b>	United Nations
<b>VFW</b>	Voucher-for-work
<b>WFP</b>	World Food Programme

## 1. BACKGROUND

The Food and Agriculture Organization of the United Nations (FAO) manages public works programmes to provide transfers to vulnerable, food-insecure and/or crisis-affected households in return for the provision of labour (particularly through labour-intensive construction and rehabilitation projects). The two main objectives of public works programmes are to: (i) provide income opportunities and increase consumption of goods; and (ii) build or repair assets and infrastructure that are vital for sustaining the livelihoods of a community<sup>1</sup>. FAO manages three types of public works programmes: cash-for-work (CFW), voucher-for-work (VFW) and food-for-work (FFW)<sup>2</sup>. These programmes can address both short-term and chronic poverty and improve the asset base, thus helping to alleviate poverty in the medium and long terms.

The purpose of these Guidelines is to provide FAO staff with a framework for the design and implementation of public works programmes that respond to a wide range of needs.

### 1.1 Definition

Public works programmes provide employment to unskilled and semi-skilled workers on labour-intensive projects such as rehabilitation of irrigation systems, soil conservation, and road construction and maintenance<sup>3</sup>.

### 1.2 Rationale and objectives

The main objective of a public works programme is to provide income through temporary employment to people who are vulnerable or food insecure or to crisis-affected communities. The rationale for choosing a public works programme over other cash transfer (CT) modalities is based on the assumption that the creation and rehabilitation of vital community assets provides beneficiaries with better protection against future shocks which can negatively affect livelihoods in rural settings.

Public works interventions are a valuable tool in social protection programming<sup>4</sup>. Not only do they provide short-term relief in humanitarian crises, but they can also protect communities facing chronic poverty, unemployment or underemployment. For example, by providing income to farmers in the lean season and by creating community assets, public works programmes contribute to farmers' resilience to livelihood shocks (e.g. drought, illness, poor production – see **Box 1**), helping them to overcome cash shortages while improving their food and nutrition security. At the same time, investments in productive assets can mitigate market risks (e.g. rising food prices) and environmental risks (e.g. drought and floods)<sup>5</sup> and create opportunities for non-farm income-generating activities. In the aftermath of large-scale humanitarian crises, the implementation of public works programmes also reduces the likelihood of migration to seek job opportunities and/or actively supports the influx of returnees. Furthermore, when carefully designed, public works programmes have the potential to reduce gender inequalities (Holmes and Jones, 2011; Subbarao, del Ninno, Andrews and Rodríguez-Atlas, 2013).

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<sup>1</sup> See, for example, FAO, 2011a and FAO, 2012a.

<sup>2</sup> See FAO, 2012b for FAO policy on FFW.

<sup>3</sup> Another useful definition of public works programmes is: “activities which entail the payment of a wage (in cash or in kind) by the state, or by an agent acting on behalf of the state, in return for the provision of labour, in order to i) enhance employment and ii) produce an asset (either physical or social), with the overall objective of promoting social protection” (McCord, 2008).

<sup>4</sup> In these Guidelines, “*social protection*” is defined as consisting of “public actions taken in response to levels of vulnerability, risk, and deprivation which are deemed socially unacceptable within a given polity or society” (Norton, Conway and Foster, 2000). For other definitions see High-Level Panel of Experts of Food Security and Nutrition, 2012.

<sup>5</sup> In the context of disaster risk reduction (DRR) and disaster risk management, assets built or rehabilitated through public works activities can help mitigate the impact of natural disasters and climate change. FAO defines DRR as the “systematic development and application of policies, strategies and practices to avoid (*prevention*) or limit (*mitigation* and *preparedness*) the adverse effects of hazards” (FAO, 2008). For a general overview of FAO’s role in DRR as it applies to food and nutrition security, see FAO, 2011b.



### **Box 1. Public works and resilience: the case of the Sahel\*.**

For more than 40 years, the societies and ecosystems of the Sahel have been vulnerable to climatic and economic uncertainty. Severe episodes of drought occur regularly causing land degradation, reduced agricultural productivity, food insecurity, migration and mortality. The effects of these droughts have been exacerbated by poor land management practices such as overgrazing and wood gathering.

Climate change adaptation practices such as soil conservation, water harvesting and agroforestry techniques can protect the livelihoods of millions of small-scale farmers, enhancing their resilience to the adverse effects of climate change. Because these land management practices are labour intensive and must be adapted to local realities, they require the participation of local communities to be effective. Therefore, public works interventions are an appropriate tool in both emergency and rehabilitation/development contexts to implement these practices.

Planting trees, digging planting pits, building earth embankments and other water and soil conservation practices can be implemented (on a large scale) through CFW, VFW and FFW interventions.

Ultimately, public works (as well as other CT interventions) can increase the resilience of farmers to threats and crises in the Sahel and other areas at risk, thus contributing to the achievement of FAO's Strategic Objective 5 (FAO, 2013a).

*\* Adapted from Calef, 2012.*

Public works programmes for job creation are usually undertaken as a response to:

1. crises brought on by natural and human-induced disasters (e.g. droughts, earthquakes, floods, conflicts); and/or
2. long-term, cyclical unemployment and underemployment<sup>6</sup>.

These provide a way to classify the programmes<sup>7</sup>:

- **Relief works:** used in emergencies by governments and/or aid agencies to provide or supplement income to populations affected by an environmental or economic shock. The emphasis is on income and employment rather than on assets. The main objective is consumption smoothing<sup>8</sup>.
- **Long-term employment programmes:** used primarily by governments to respond to chronic levels of unemployment/underemployment. The emphasis is both on employment and assets. The objective is consumption smoothing and poverty alleviation (see **Footnote 8**). Long-term employment programmes may include a training component that seeks to provide workers with skills and experience to increase their chances of finding employment after their participation in a public works programme comes to an end.

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<sup>6</sup> For example, public works programmes can mitigate the predictable deterioration of food security that may occur during the agricultural off-season. Two notable examples of public works programmes functioning as social protection are: i) the National Rural Employment Guarantee Act – a programme implemented by the Government of India that guarantees 100 days manual work to rural households on demand and mostly during the agricultural off-season; and ii) the Productive Safety Net Programme in Ethiopia, where the Government provides employment to rural households on infrastructure projects during the lean season.

<sup>7</sup> Adapted from Clay, 1986. For other classifications of public works programmes see McCord, 2008 and Subbarao et al., 2013.

<sup>8</sup> “Consumption smoothing” aims to protect consumption patterns from the impact of shocks, and can take effect either before or after their occurrence.

### 1.3 FAO's comparative advantage

FAO's comparative advantage for engaging in public works activities in rural areas lies in its distinctive capacity to work in a range of different agro-ecological settings, bringing technical expertise in areas as diverse as water management (e.g. building and rehabilitating dams and rainwater catchments, small-scale irrigation and household rainwater tanks); land management (e.g. soil conservation, afforestation, reforestation, sand dune stabilization); rural development (e.g. rehabilitation of feeder roads), promotion of decent rural employment (e.g. more and better employment opportunities in agriculture and rural areas) and climate change adaptation (e.g. terracing, planting salt-tolerant crops in coastal areas, construction of protective barriers against storm surges and sea level rise).

In addition, FAO has the technical capacity and experience to design and undertake both needs and market assessments at varying intervention levels, from individual households to the national scale. Therefore, FAO can verify whether essential and appropriate socio-economic preconditions to implement public works programmes can be met<sup>9</sup>.

### 1.4 Appropriateness and feasibility

A public works programme must be based on a needs analysis and a feasibility assessment. It should be planned and implemented only after: (i) it has been assessed that there is a need for such a programme; and (ii) it is clear that a public works programme is the most appropriate instrument to meet this need in a timely, efficient and effective manner.

Before undertaking a public works intervention, it is critical to verify that the following preconditions exist:

- markets are functioning<sup>10</sup>;
- CFW activities will not interfere with the community's main livelihood strategies; and
- assets and infrastructure to be built or rehabilitated will meet the basic needs of the targeted population. In addition, the assets created and rehabilitated and the income generated should contribute to relieving transitory or structural food security/poverty.

In implementing a public works programme, FAO should adopt a "do no harm" approach through a preliminary assessment to ensure that assets created will not trigger conflicts within the community, for example over access to natural resources or land tenure arrangements.

In addition, as public works interventions have an impact on local markets and the economy, it is important to ensure that any inflationary effect they could trigger will be minimized.

The main precondition for implementing a public works programme is functioning markets. To ensure that this precondition is satisfied, several market analysis tools have been developed to assess market capacity and functionality in the context of a food security emergency. The two most commonly used tools for market analysis are the *Emergency Market Mapping and Analysis Tool* (Albu, 2010) and the *Market Information and Food Insecurity Response Analysis* (Barrett et al., 2009)<sup>11</sup>.

A further step in determining the appropriateness of a public works programme is to ascertain whether the target groups will actually benefit from the intervention. It is therefore necessary to verify whether

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<sup>9</sup> See the Food Security and Nutrition Analysis Unit – Somalia (FSNAU) Web site for an example of how FAO and its partners in Somalia provide evidence-based analysis of food, nutrition and livelihood security to enable both short-term emergency responses and long-term strategic planning to promote food and livelihood security (FSNAU, 2012).

<sup>10</sup> The "functioning markets" precondition can be relaxed for FFW programmes.

<sup>11</sup> For a comprehensive overview of market analysis in emergency situations see Sivakumaran S., *Market Analysis in Emergencies*, Cash Learning Partnership (CaLP), 2011.

the potential recipients are willing and able to carry out the work and whether the assets that will be built or rehabilitated are useful to the community and can be maintained.

It is also important to verify that public works programmes do not negatively affect the main livelihood strategies of the local community. This implies, on the one hand, being familiar with these strategies, and on the other, understanding how a public works programme can help households to address their livelihood problems.

Knowledge of local customs is also critical to ensure that public works programmes do not disrupt traditions of voluntary collective work. For example, in several countries in Central Asia (e.g. Afghanistan, Tajikistan, Uzbekistan), the maintenance of irrigation systems, garbage collection and similar tasks depends on a traditional duty: community voluntary work known as *hashar*. Similar traditions of voluntary work performed to benefit a community exist in other regions (e.g. *mingas* in Colombia, Ecuador and Peru).

Introducing CFW to pay for tasks that were previously not remunerated could have a negative long-term effect on voluntary work in the community. Once community members are paid to carry out such tasks, it is unlikely that they would go back to doing them for free.

A market assessment should be complemented by a labour market analysis, which ultimately responds to the question: *What is the best way to help the targeted population meet its basic needs while avoiding disrupting the market for agricultural labour?* To answer this question, both a market assessment and a labour market analysis should be carried out.

It is critical to understand how the local labour market works. As a public works programme is being planned the following key questions need to be asked:

- What are the prevailing wages for manual labour?
- What are the seasonal labour patterns for men and women?
- What is the participation of women and youth in paid farm and non-farm labour?

The answers will help FAO to avoid errors that can seriously compromise the execution of a public works programme, such as planning work schedules that overlap with household duties or tasks tied to seasonal agricultural labour cycles (planting and harvest).

Ideally, a labour market analysis should be carried out beforehand<sup>12</sup>. In practice, a complete analysis may not be possible owing to insufficient resources (financial and human), especially in emergency situations. In these cases, two surrogate tools can be used: a rapid livelihood survey of the targeted population and a calendar mapping agricultural activities (**Table 1**). The first can identify the different sources of food and income for households in the area of intervention and quickly provide information about the structure of the market. The second can provide information about local livelihoods strategies and critical social events that shape the life of communities in the area of intervention.

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<sup>12</sup>To this end, a useful reference is FAO-International Labour Organization (ILO), 2009.

**Table 1: Seasonal calendar and critical events**

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Rainy season												
Hunger season												
Temporary migration to another district												
Agricultural labour peak												
Wheat planting												
Wheat harvest												
Bean planting												
Beans Harvest												
School												
Holidays												

## 1.5 Accountability

FAO is accountable to beneficiaries and donors in all of its programmes, including public works interventions/input trade fairs and voucher schemes.

Accountability to donors can be achieved by ensuring that the funds entrusted to the Organization are used effectively and appropriately and that operational and financial reports are submitted in a timely manner. Accountability to affected populations can be achieved by following the practices described in a recent Guidance Note (FAO, 2012c) in each of the programme phases. These practices include consulting with beneficiaries during project design, communicating with them throughout the programme life cycle and implementing/putting in place monitoring and evaluation systems that incorporate community feedback and spot checks in randomly selected locations<sup>13</sup>.

<sup>13</sup> For more information on these practices see **Section 9 (Monitoring and evaluation)** and **Annex 2**.

## 2. DESIGNING A PUBLIC WORKS PROGRAMME

The detailed design of a public works programme depends on its objectives, on the socio-economic environment and on the institutional/operational capacity of the implementing agencies and their partners. However, for any public works programme there are several key elements that should always be considered:

- wage rate;
- targeting of beneficiaries;
- seasonality of public works activities;
- gender/vulnerable target groups including youth; and
- institutional capacity of local government.

The following sections will discuss each of these key elements.

### 2.1 Setting the wage rate

The first priority in setting a wage rate is to meet the basic needs of the targeted population. Therefore, in setting the wage rate, a public works programme should use the following three sources of information.

1. The minimum consumption basket(s) – an estimate of the amount of cash, or the quantity of basic commodities expressed in cash equivalent, needed by a household to survive for a month. For developing countries, the most important component of the consumption basket is the amount of food necessary to attain a recommended food intake (estimated at 2 100 kcal/person/day) and the quality of the diet (measured by dietary diversity scores, e.g. FAO/Food and Nutrition Technical Assistance Household Dietary Diversity Score or the World Food Programme [WFP] Food Consumption Score). This minimum *food* basket can also be augmented by an allowance for essential non-food items (minimum *expenditure* basket).
2. The proportion of the minimum basket(s) that households in need can provide for themselves (that is, not from the assistance programme) – i.e. the gap between their needs and their current availability (this can be an estimate or an assumption of a percentage of basic needs covered from their own income).
3. Prevailing minimum wage levels according to national legislation, and in particular minimum wages applying to the local context and to agriculture.

The estimate of total cash needs for a single programme will depend on the above estimates and the number of people in need of assistance per region of implementation. The final cash benefits delivered must be consistent with the programme objectives. In addition, the benefits should be equitable, affordable, and acceptable.

These requirements must be considered together with other key design elements to set the wage rate.

1. The total amount of cash (wage X number of beneficiaries X number of workdays) injected in the community should not distort the local economy, causing for example a steep rise in the price of basic commodities.
2. The wage rate should not disrupt the targeting process as the wage rate, to a large extent, determines participation of beneficiaries. The wage rate may be set low – compared with the prevailing market wage for unskilled workers – in order to encourage the poorest segment of the population to participate: the wage must be low enough, in other words, to encourage the self-selection of the poorest to participate in the programme. However, it should be kept in mind that if wages are not sufficient to cover basic consumption needs, the livelihoods impact of the programme can easily be undermined.
3. Wages should at least be equal to the country's minimum wage and close to the prevailing local market wages for similar activity.
4. Multiple wage rates may be set if both skilled and unskilled labour is required.

The programme must ensure that wages will not be too different from those paid through other programmes in the same area in order to avoid exploitation, overpayment of workers and disputes that may ensue. Therefore, before communicating the wage rate to beneficiaries, the programme should coordinate with other actors.

To ensure that the programme reaches the poor, wages are often set just below the prevailing market wage for unskilled labour. Information on prevailing wages can be found in the country FAO FSNAU reports or country FAO Food Security Information Systems for Action statistics. If not available from FAO data, information can be obtained from the ILO and United Nations Development Programme country statistics databases, WFP Vulnerability Analysis and Mapping Units, as well as other organizations and institutions tasked with collecting food security data. The exact wage rate must consider households' needs, minimum wages and rates offered by public works programmes in the same area.

**Box 2: CFW wage in Somalia – 2011** (adapted from FAO, 2012a)

In Somalia, during the famine crisis that was declared in the summer of 2011, beneficiaries participating in the CFW programme earned the weekly equivalent of the minimum basic food basket which, in August 2011, was equivalent to USD 72/month.

Thus, the CFW programme's average wage rate was USD 72/household/month, equivalent to a daily rate of USD 3/day (24 days of work/month).

It should be decided at the outset whether wage rates should be:

- **output-based**, i.e. tied to productivity and output (e.g. metres of drains cleaned, cubic metres of earth dug, number of seedlings planted, etc.)<sup>14</sup>; or
- **time-based**, irrespective of output (e.g. daily or weekly wage).

<sup>14</sup> This type of wage rate is also called a *piece rate*.

### Box 3: Wages – what to avoid

- Setting the wage too low, because when combined with poor nutritional status and labour requiring intense physical exertion, this may leave CFW participants worse off than before the programme or may result in poor take-up by the target population.
- If the wage is set significantly above the prevailing local market wage, targeting becomes difficult because *too many* able-bodied adults will seek to participate in CFW activities. The selection of beneficiaries based on needs could result in serious inclusion errors.
- Setting the wage higher than other agencies and organizations operating in the same area.
- Setting the wage and sticking to it blindly. Particularly in volatile crisis contexts, wages should be periodically reviewed. Budgets should be prepared accordingly, that is, with quick flexibility. In other words, if circumstances change, wages (and other parameters, e.g. working hours) may need to be adjusted.

Time-based wage rates are more flexible but require close monitoring to verify the completion and quality of the work.

Output-based wage rates avoid perverse incentives (workers deliberately prolonging the programme). Time-based payment requires monitoring to ensure that the programme is completed on time.

In many emergency contexts, people have insufficient access to food, water and their traditional network of social support and ability to carry out manual work will be diminished. In these circumstances, the food and nutrition status of the population of working age should be carefully assessed to ensure that they are fit for work, and that labour will not risk weakening their physical condition. Eventually, a reduced workload (compared with non-emergency situations) might be considered.

For example, during the famine in Somalia in the summer of 2011, the workload for CFW activities was one-third of the usual workload, increasing to two-thirds in the recovery stage.

In special circumstances, for example, when the target population's capacity is seriously affected by reduced food access, public works can be preceded by an unconditional cash transfer (UCT) phase during which the beneficiaries

receive unconditional grants for as long as it takes them to be in the physical condition to undertake manual labour.

## 2.2 Targeting

Targeting depends on the objective of the programme, i.e. if the programme aims to reach a particular group (e.g. women or the poorest/most vulnerable sectors of the population) or vulnerable communities in a particular geographic area<sup>15</sup>.

Targeting should be carried out according to clear and transparent targeting criteria. It should also involve the community and local authorities and use triangulation<sup>16</sup> of information to minimize the risk of elite capture<sup>17</sup>.

<sup>15</sup> Geographic targeting is most appropriate when the poor are disproportionately located in a specific region, and/or when a specific region in a country is hit by a major shock such as a drought or a flood (Subbarao et al., 2013).

<sup>16</sup> Triangulation – gathering data from unrelated and independent sources to enhance the reliability and validity of the desired information – means, for example, cross-checking information on beneficiaries' status by gathering information from more than two sources e.g. from different subgroups in a village (men–women; elderly–youth; farmers–non-farmers; village A–village B, different leaders, intermediaries, etc.).

<sup>17</sup> Elite capture is a phenomenon whereby resources transferred for the benefit of the general public or a target group are *captured* (i.e. usurped) by a few, usually politically and/or economically powerful individuals or groups. For instance, the leaders of a community may fill the list of beneficiaries with people who are connected to them.

The programme managers must decide at the outset whether to target households or individuals. Targeting households is a more flexible option as more than one person per household can participate.

If individuals are targeted, there may be consequences on intra-household allocation of labour and control over resources. In this case, supplementary interventions (e.g. UCTs) may be necessary.

Public works programmes are considered self-targeting on account of the work requirements and, sometimes, by virtue of the low wage rates. In reality, although low wages (that is, below the prevailing market wage) have a self-targeting effect, they are not a faultless targeting mechanism. In communities with scarce employment opportunities, even a low wage will attract workers who are not among the poorest, most food-insecure and vulnerable segments of the population. In such cases, it may be necessary to narrow down the pool of beneficiaries by using other targeting methods or a combination of multiple targeting methods (e.g. categorical, geographical, means-testing, community-based targeting)<sup>18</sup>.

Only adults over 18 years old should participate in public works programmes<sup>19</sup>.

### **2.3 Women and vulnerable groups**

In many situations, the participation of women in public works programmes is conditioned by local socio-economic and cultural circumstances. In communities with few work opportunities and where wage work is traditionally reserved for men, women face many obstacles in seeking employment in public works programmes. Furthermore, public works programmes should take into account that women are often already occupied with many household and other tasks.

In order to encourage women to participate in public works activities, it is important to determine the gendered division of labour in the households. Once collected, an analysis of this information will reveal the time available to women for public works activities. Whenever possible, a public works programme should provide child-care arrangements close to the worksite<sup>20</sup>, flexible work schedules, appropriate toilet facilities, etc.

In collaboration with the Service Provider<sup>21</sup> and the local community, FAO managers should develop redress mechanisms for work-related complaints of exploitation including sexual exploitation and abuse and other human rights violations<sup>22</sup>.

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<sup>18</sup> See Slater and Farrington, 2009, High-Level Panel of Experts of Food Security and Nutrition, 2012; Subbarao et al. 2013.

<sup>19</sup> The United Nations (UN) defines youth as persons aged 15 to 24 years. Internationally, the minimum age for employment is set at 15 years, but legislation may vary from country to country. For work considered hazardous, the minimum age to work is 18. The ILO sets the minimum age for children to work at 15 years of age in general, (ILO Convention No. 138, 1973). However, youth below 18 years may not be allowed to sign a contract because of the requirement to be of legal age (18–21 years old).

<sup>20</sup> A significant obstacle to women's participation in public works programmes is a lack of childcare (Quisumbing and Yohannes, 2004).

<sup>21</sup> According to Manual Section 507 Letter of Agreement (LoA), a Service Provider is an "Eligible Entity selected to provide services to, or on behalf of, the Organization under the provision of this Manual Section. In specific circumstances, the Service Provider may be referred to in the LoA as the Implementing Partner (see Manual Section 507 507.3.12)".

<sup>22</sup> See FAO 6th Commitment to Accountability to Affected Populations (AAP) on Protection from Sexual Exploitation and Abuse, as detailed in the 6<sup>th</sup> Fact Sheet supporting the AAP Guidance Note (2012) available at <http://www.fao.org/emergencies/resources/documents/resources-detail/en/c/161854/>, 2012 and Inter-Agency Standing Committee, 2009.



## **2.4 Timing and duration of activities**

When selecting the time and duration of a public works programme, staff must consider that people are often engaged in various livelihood strategies and that working on a public works programme has an opportunity cost unless the targeted beneficiaries are unemployed. When a public works programme is targeting a community whose employment is primarily in agriculture, it is best to start the programme during the off-season and continue throughout its duration (usually three to four months). Also, in certain regions (e.g. the Sahel, the Horn of Africa), work during the hot dry season when temperatures reach upward of 40 °C should be delayed. If the payment is in vouchers, the timing of the work should be planned so that payment and redemption can be done in time for the planting season.

## **3. TYPE OF ACTIVITIES**

Most public works programmes involve the construction, maintenance or rehabilitation of infrastructure on public land. Public works programmes normally include:

- rehabilitation of access roads;
- clearing and rehabilitation of irrigation canals;
- afforestation of barren or degraded land (often for water and soil conservation);
- reforestation;
- reclamation/restoration of degraded lands;
- erosion control of stream-banks;
- land development (reclamation of cultivable land);
- construction and maintenance of drinking water facilities (for humans and animals);
- ecosystem restoration (e.g. debris management after natural disasters such as earthquakes, floods, tsunami or conflicts); restoration of land drainage (clearing sand and debris from channels to prevent the loss of productive land by water-logging or the transmission of mosquito-borne diseases);
- cleaning or replacing culverts; and
- others: construction of market infrastructure; community storage facilities, etc.

## **4. CASH, VOUCHERS OR FOOD?**

Wages in public works programmes can be paid in the form that is best suited to the context and is convenient to both beneficiaries and programme management. The three forms of payment used by FAO are cash, vouchers and food. In all cases, a wage rate must be set at the outset of the programme.

It is FAO policy to acknowledge the expertise and comparative advantage of other agencies. So, in the case of FFW, rather than implementing the whole range of activities for this CT modality on its own, FAO prefers to participate by providing complementary technical assistance. Choosing between CFW and VFW depends on a set of context-specific factors.

The main difference between CFW and VFW is that cash is fungible and recipients can spend the cash any way they please. In contrast, vouchers limit beneficiaries' choices as they are usually restricted to a specific range of items and exclude demerit goods (e.g. alcohol and cigarettes<sup>23</sup>).

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<sup>23</sup> Demerit goods are thought to lead to negative externalities which cause a reduction in social economic welfare.

Vouchers are considered safer than cash; cash is generally more attractive to beneficiaries than vouchers but the risk of theft is higher, so specific measures need to be adopted when handing out cash. On the other hand, VFW programmes are more complex to manage because they require printing or manufacturing electronic vouchers (see **Section 6.2**). Furthermore, the process of redeeming vouchers from participating suppliers can be time consuming.

Transfers using vouchers have higher administrative costs, including the costs of producing and distributing vouchers, than cash transfers.

## **5. ROLES AND RESPONSIBILITIES**

For the success of a public works intervention, it is critical that roles and responsibilities are well defined. This will minimize problems during the intervention and in implementing exit strategies.

### **5.1 FAO**

FAO has overall responsibility for programme implementation and for use of the funds allocated to the programme. For most public works interventions, FAO contracts Service Providers active in the target area, such as Non-governmental Organizations (NGOs). Service Providers are responsible for day-to-day management of the work and must report to FAO regularly. In some cases, FAO may contract private companies, when either the engineering challenges are too complex to be handled by an NGO without specialist expertise or when no NGO is available to supervise the work.

The **Budget Holder** is responsible for the overall management of the public works programme, which includes handling the budget and ensuring the achievement of the programme outcomes/results.

The **competent technical officers/units** are responsible for establishing minimum standards and benchmarks for technical quality and for indicating the means of verification. They ensure that the contract documentation includes the relevant clauses about technical soundness of the work to be carried out in public works activities. If FAO does not use the services of a Service Provider, the competent technical officers are also responsible for monitoring the technical soundness of the work.

**Technical divisions** at FAO headquarters and in non-headquarters locations (e.g. Land and Water Division, the Climate, Energy and Tenure Division and the Gender, Equity and Rural Employment Division) can be consulted to provide advice, and occasionally, clearance on the design of the more technically complex public works programmes.

The **field programme manager** is responsible for verifying that the preconditions for public works interventions exist (e.g. functioning markets, genuine need for public works, infrastructure to construct or rehabilitate, ability and willingness of beneficiaries to work).

He or she is also responsible for:

- identifying the programme's constraints and risks;
- briefing Service Provider staff;
- setting up and designing a monitoring and evaluation system; and
- ensuring that procurement actions comply with the FAO Manual Section 502 as detailed in **Section 6** of these Guidelines.

In the planning stage, the programme must identify the Service Providers needed to carry out the public works intervention. In most circumstances, FAO will collaborate with the following partners:

- local community (participates in site selection and in the targeting of participants); and
- local or international NGO (selection of participants, monitoring the activities, payment and other tasks required for the completion of the public works programme).

## **5.2 Service Providers**

Depending on the scale of the public works programme and the division of tasks between FAO and the Service Provider, the daily responsibilities of the Service Provider include:

- select beneficiaries according to the criteria set by FAO in collaboration with local authorities, the competent ministry (Ministry of Agriculture, Ministry of Rural Development) and local community;
- be at the programme site and ensure proper attendance;
- maintain attendance sheets, to be signed or otherwise validated (by thumb impression for example) by beneficiaries;
- develop a work plan and set daily targets;
- distribute hand tools needed to carry out the work to beneficiaries – beneficiaries or groups of beneficiaries need to sign for each tool received<sup>24</sup>;
- ensure that the project is progressing according to plan;
- prepare payrolls based on the attendance sheets and distribute cash and/or vouchers to beneficiaries;
- provide first aid when needed;
- provide safety equipment (e.g. hard hats, gloves, boots) where needed and ensure a safe working environment;
- select and mobilize the workforce;
- supervise the work and record progress;
- maintain programme records;
- assist women workers to secure equal access to the programme and ensure equal pay for work of comparable value; and
- organize briefing and training of beneficiaries.

## **5.3 Local community**

The full and active engagement of the community in the public works programme can make the difference between a successful and an unsuccessful intervention. If the community is not involved and does not feel it has a stake in the outcome of the programme, the assets that have been built or rehabilitated are likely to fall into disrepair. In general, involving the community increases the likelihood that newly built or rehabilitated assets respond to local needs and are therefore maintained.

The local community should be involved in as many phases of the programme as possible. Most importantly, it should be involved in the targeting process and in the decision-making process to identify which type of infrastructure needs to be built and rehabilitated. The community's

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<sup>24</sup> The programme should specify whether beneficiaries are held responsible for the tools for the entire duration of the programme or whether they should return the tools at the end of the working day.

involvement in monitoring the progress of the works and maintenance schemes after the programme is completed is critical for the sustainability of the infrastructure.

#### **5.4 Local or central government**

In many cases, such as the construction of roads and culvert points, local governments should be involved from the beginning in the design of a project. Frequently, government institutions will have short- and long-term development plans for the infrastructure of the targeted area. Under such circumstances, FAO should cooperate with institutions to make the best use of the resources available and avoid a duplication of efforts. Furthermore, land use laws and engineering standards set by the local government should be taken into account when designing the project. Finally, if the programme is to be maintained by the local government after the construction or rehabilitation of the assets is completed, detailed plans for the handover and long-term maintenance should be included in the design of the project.

#### **5.5 Financial institutions**

In many circumstances, FAO carries out the payment through a financial institution such as a bank, a mobile phone company, or whoever has the means to pay the beneficiaries using the appropriate delivery mechanism (e.g. cash in an envelope, paper vouchers, electronic vouchers, scratch cards).

#### **5.6 Other UN agencies**

Sometimes, FAO implements public works programmes together with other UN agencies (e.g. WFP, ILO).

#### **5.7 Private contractor**

In those contexts where there is no NGO with the sufficient know-how to implement the necessary tasks or the works require specific technical expertise, FAO can also hire contractors from the private sector.

### **6. PUBLIC WORKS IMPLEMENTATION**

The implementation of cash-based interventions requires the adoption of dedicated administrative and implementation procedures, a number of which will be unique to a given country/context. Although none of these procedures is particularly challenging *per se*, their harmonization and streamlining within an existing programme will require some trials and successive fine tuning. The use of pilot interventions for one or more seasons prior to full-scale interventions is therefore recommended as a good practice.

Three aspects of the implementations phase are: procurement, payment and contractual instruments.

#### **6.1 Procurement**

Procurement of material, tools and equipment needed for public works activities must follow the policies, regulations and procedures outlined in FAO's Manual Section 502 Procurement of Goods, Works and Services<sup>25</sup>. Goods, works and services are usually procured through a competitive tender process based on the principles of best value for money, fairness, transparency, cost-efficiency and effectiveness. In exceptional circumstances procurement may be undertaken without competition<sup>26</sup>.

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<sup>25</sup> See Manual Section 502 at:

[http://intranet.fao.org/csd/procurement/procurement\\_home/manual\\_section\\_ms502/](http://intranet.fao.org/csd/procurement/procurement_home/manual_section_ms502/).

<sup>26</sup> For details on the criteria for not using a competitive bidding process see Manual Section 502.

In order to ensure a timely start to public works activities, it is essential to plan procurement actions so that the equipment and services needed are available on time<sup>27</sup>.

There are some circumstances when the implementing partner (e.g. the Service Provider or another UN agency) is more qualified or better placed to undertake the procurement. In these cases, the implementing partners will procure goods, works or services as long as the procurement action is carried out in a transparent manner consistent with generally accepted principles governing public procurement (see Manual Section 507 10.45).

## 6.2 Payment

Payment arrangements vary according to a number of factors including the scale of the programme, the number of beneficiaries, the availability/existence of a Service Provider or financial institution able to carry out the payments and the security conditions of the area.

At the outset, the programme should determine the following:

- **Payment schedule** – what will be the frequency of payments (daily, weekly, etc.)?
- **Payment mechanism** – which delivery instrument will be used to make the payment (direct cash distribution, a bank, post office, cell phones, electronic vouchers, etc.)?
- **Point of payment** – where will the payment be made (FAO sub-office, worksite, Service Provider’s office, bank, financial institution/post office branch/money transfer agents’ offices, etc.)?
- **Payment responsibilities** – who will be in charge of the payment: FAO, the Service Provider or financial institution?

The design of payment arrangements must take into consideration constraints such as presence of Service Providers and financial institutions, their capacity to deliver the required services, availability of delivery mechanisms and budget restrictions. The payment arrangements must meet criteria of reliability, ease of implementation, transparency, segregation of duties and avoidance of conflict of interest. Public works managers are invited to consult the FAO Finance Division in the selection of financial institutions for public works programmes.

### 6.2.1 Payment schedule

In order to determine the payment schedule, several factors must be taken into account: security concerns, beneficiaries’ needs, specific objectives of the programme and cost-efficiency (weekly payments are more cost-efficient than daily payments). In humanitarian situations, weekly payments might be required to allow timely access to cash or food. In long-term employment programmes, biweekly or monthly payments are often sufficient, thereby reducing the workload on both FAO and the Service Provider.

### 6.2.2 Point of payment

The decision on the point of payment depends on logistical considerations such as distance of beneficiaries from the location, as well as safety and risk of theft. As a general rule, payment in specified locations (e.g. bank or post office branch) allows for better control and accountability, as well as significantly lower handling fees than with on-site payments<sup>28</sup>. Payments at specified locations might require the provision of a travel allowance to beneficiaries. On-site payments, on the other

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<sup>27</sup> For details on how to plan a procurement action see the *FAO Procurement Planning Brief* available at: [http://intranet.fao.org/csd/procurement/information\\_on/procurement\\_planning/](http://intranet.fao.org/csd/procurement/information_on/procurement_planning/).

<sup>28</sup> In the Somalia CFW programme, the payment’s handling fees in specified locations (e.g. money transfer agents’ [i.e. money vendors], Point of Service) are up to 70 percent lower than they are when payment is carried out in villages.

hand, allow for greater programme flexibility through easier monitoring efforts for the actual verification of payments. However, on-site payments can also limit the adoption of certain payment technologies.

### 6.2.3 Payment mechanisms

For years, the most common method to deliver cash to beneficiaries was direct distribution of cash and voucher (e.g. cash in an envelope). This method is typically labour-intensive, time consuming and presents certain security risks. On the other hand, it requires only limited technological infrastructure. The rapid expansion of access to electricity networks, the penetration of mobile phones and the growth of financial service infrastructure even in some of the poorest countries in sub-Saharan Africa are changing the way cash is transferred<sup>29</sup>. A range of new mechanisms is now available to deliver cash to people who otherwise lack access to financial services.

CTs in public works programmes can be delivered to beneficiaries using *pull* and *push* mechanisms (Devereux and Vincent, 2010). If a *pull* mechanism is adopted, beneficiaries are required to go to a designated location (e.g. bank/post office branch, bank mobile point, Service Provider office) at a set time to receive the cash transfer. If a *push* mechanism is chosen, the cash is provided through a mobile phone or at a bank automated teller machine and beneficiaries can cash their transfer whenever is convenient for them. The most common electronic delivery mechanisms include:

- electronic vouchers (e-vouchers):
  - debit card,
  - scratch cards; and
- mobile money (via mobile phones).

Choosing a CT delivery mechanism is context-specific and the final choice depends on the programme objective, beneficiary preferences and cost considerations. FAO public works programmes should consider several factors when selecting a delivery mechanism:

- accessibility (how easy is for beneficiaries to cash the transfer?);
- women and vulnerable groups' access to a specific delivery mechanism;
- beneficiaries' technological literacy;
- transaction costs; and
- ease of monitoring and reporting<sup>30</sup>.

Furthermore, in selecting the delivery mechanism, a public works programme should also consider criteria such as cost-efficiency, potential for digitization of programme information (from beneficiary list to payment records) and ease of enforcing maximum segregation of duties among actors.

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<sup>29</sup> See CaLP, 2010 and Devereux and Vincent, 2010.

<sup>30</sup> Most electronic delivery mechanisms have built-in reporting and tracking features. For instance, each time a smart card is swiped through a card reader, information about the transaction can be automatically recorded in a database.

#### **Box 4: Terms of payment**

Beneficiaries should be paid for the hours they work or for the output produced (e.g. cubic metres or earth dug). For example, a worker who works only half a day should be paid half the daily wage.

In addition, programme managers should recognize that some circumstances may affect work activities and therefore the terms of payment. The programme manager should create a policy for each of these circumstances and explain it before the work begins. Circumstances affecting work include:

- bad weather;
- lack of tools or equipment; and
- illness.

Given that payment is a key feature of CFW programmes, various control instruments must be put in place including attendance sheets, payroll sheets and identification cards.

#### **6.2.4 Payment responsibilities**

Depending on the design of the programme, payment arrangements can be made by FAO, a Service Provider (an NGO, preferably different to the one that carries out other tasks such as selection and monitoring) or a financial institution (e.g. a bank, a money transfer agent, a post office).

##### ***FAO***

For FAO to pay beneficiaries directly, it must have sufficient human resources to carry out the task and be able to make payments within an acceptable timeframe and security conditions.

##### ***Financial institution***

Financial institutions advance funds to beneficiaries. FAO reimburses the financial institution only after the institution has confirmed payment receipt by beneficiaries. In this way, FAO reduces its own risk. Beneficiaries may also build a credit history with these financial institutions, thereby improving their chances of receiving loans in the future. The main considerations when determining whether to use a financial institution are:

- reliability;
- geographical coverage;
- transaction costs for beneficiaries (both in terms of time and money);
- fees charged;
- access by different categories of beneficiaries; and
- security risks.

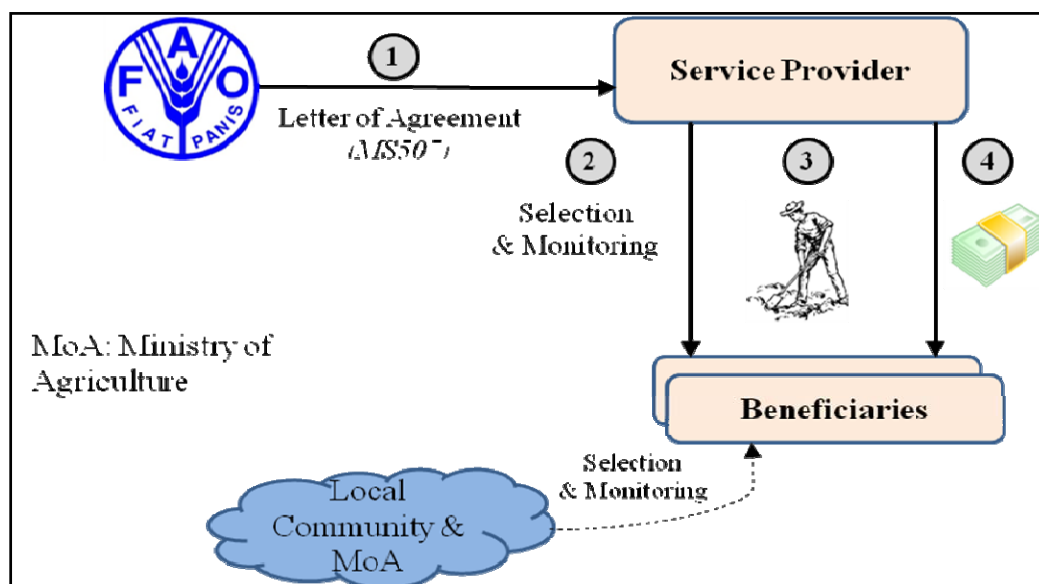
##### ***Service Provider***

As with financial institutions, FAO's risk is significantly reduced when beneficiaries are paid through Service Providers. The first three considerations used to select a financial institution (reliability, geographical coverage and transaction costs for beneficiaries) also apply to Service Providers.

### 6.3 Examples of payment arrangements

In some cases, FAO contracts a Service Provider (1) using an LoA to select the beneficiaries<sup>31</sup> and monitor their work (2). After the beneficiaries have carried out the work or part of the work (3), the Service Provider pays them (4) (**Figure 1**).

**Figure 1: CFW with one Service Provider in charge of payment**



This arrangement does not ensure a perfect segregation of duties<sup>32</sup>. It is to be used only when conditions on the ground allow no other option.

There are cases whereby FAO enters into a contractual relationship with a Service Provider from the private sector to implement public works. These include:

- public works programmes that pose engineering challenges too complex for a non specialist-NGO; and
- public works programmes in areas where no suitable NGO can manage and monitor the work.

In these specific cases, FAO can contract a Service Provider from the private sector using a standard Manual Section 502 contract (**Figure 2**). FAO remains responsible (together with the local authorities/community) for the selection of beneficiaries, for setting the wages and for other key features of the programme<sup>33</sup>.

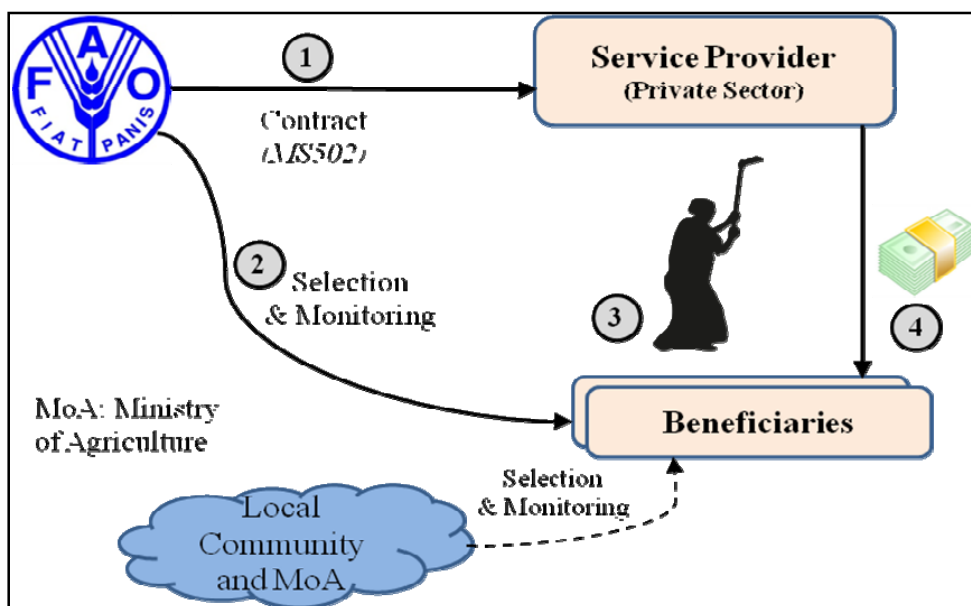
<sup>31</sup> The selection of beneficiaries and the monitoring of work are usually carried out with the Ministry of Agriculture and/or local authorities.

<sup>32</sup> In most cases, personnel from the relevant ministry (Agriculture, Rural Development) as well as representatives from the local community will participate in the selection of beneficiaries. Their involvement will function as a compensating control mechanism.

<sup>33</sup> See a contract for a CFW programme implemented by a Service Provider from the private sector in **Annex 2**.



**Figure 2: CFW with a Service Provider from the private sector**

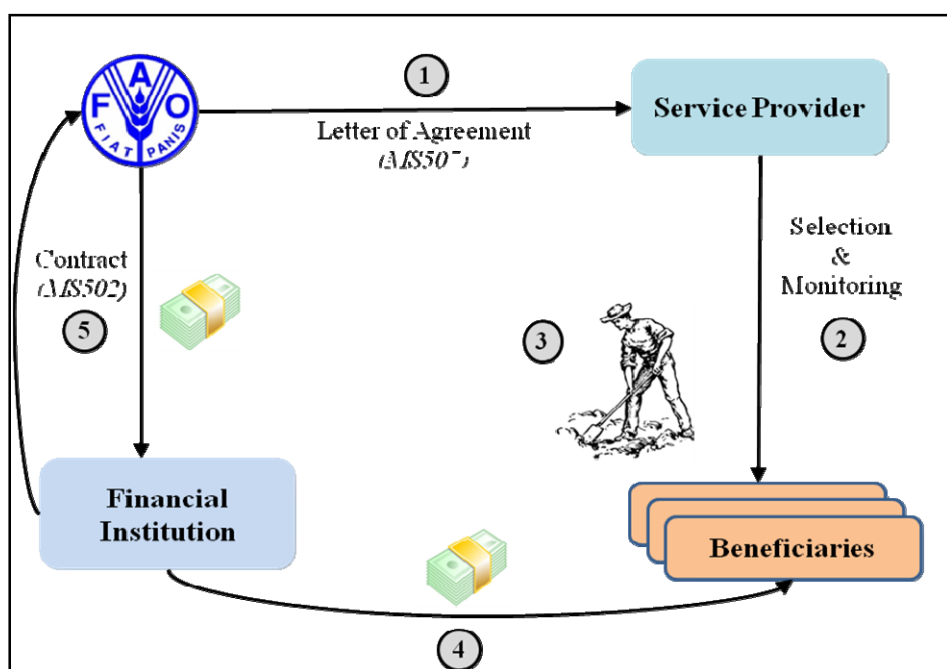


There are potential liabilities in contracting Service Providers from the private sector for public works programmes. Therefore, private companies should be used only when all other alternatives are unfeasible.

Contracts with private companies can be drafted only after a thorough risk assessment has been carried out and the appropriate risk mitigation measures have been implemented. These contracts **must** be cleared by the Procurement Service at FAO headquarters.

In other situations, FAO can employ the services of a financial institution or Service Provider to carry out the payments (**Figure 3**)<sup>34</sup>.

**Figure 3: CFW: payment through a financial institution**



<sup>34</sup> In some contexts, FAO may want to use a service provider in lieu of a financial institution. In these cases, FAO will use an LoA (Manual Section 507) for the contract between FAO and the Service Provider.

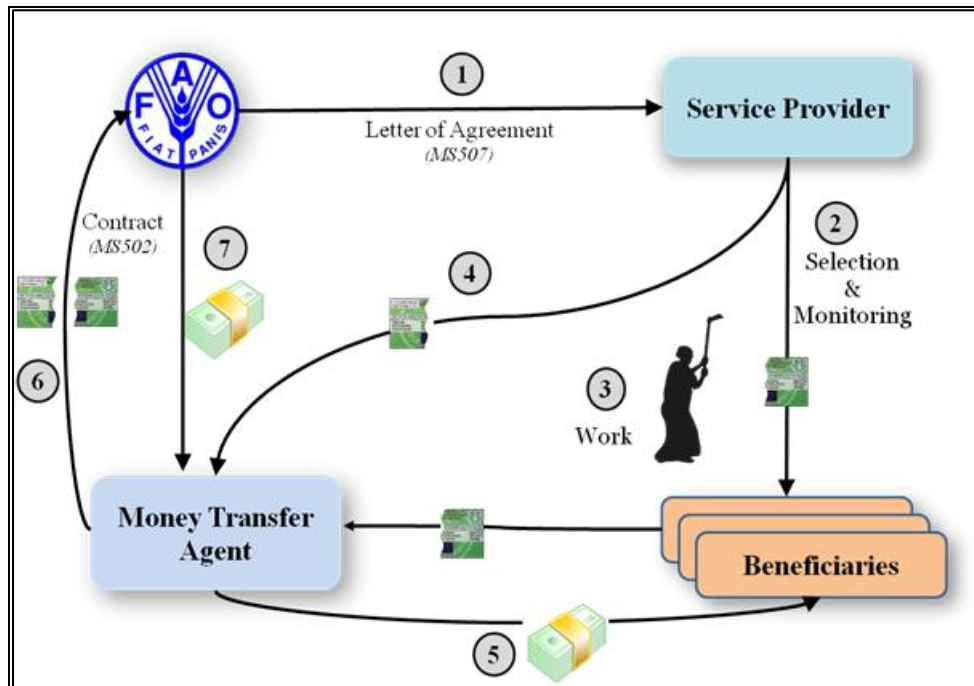
**Annex 3** includes a sample of the contract to be used with financial institutions.

When no financial institution is available and there is only one Service Provider that is able to select, pay the beneficiaries and monitor the work, then the payment arrangement will take the form illustrated in **Figure 1**. Another option is to have one service provider in charge of selection monitoring and another in charge of payment.

**Figure 4** illustrates how CFW payments are handled in more complex situations (e.g. Somalia). FAO CFW programmes in Somalia use money transfer agents rather than local Service Providers to deliver the cash (FAO, 2012). Beneficiaries do not receive cash directly from either FAO or the Service Provider. Instead, they receive vouchers that, after a sequence of steps described below, they redeem for cash at the money transfer agents. This intermediate sequence (voucher--->cash) is required because FAO staff cannot guarantee their presence in the country owing to security reasons. The CFW programme in Somalia follows this sequence of steps:

1. FAO contracts a Service Provider through an LoA and issues vouchers to the Service Provider in charge of selecting the beneficiaries. Each voucher is made of two halves and has a serial number that appears on both halves.
2. The Service Provider oversees the programme and distributes one half of the vouchers to beneficiaries.
3. The beneficiaries carry out the work.
4. The Service Provider provides the Money Transfer Agent with a list of beneficiaries as well as with the Money Transfer Agent's half of the voucher.
5. Beneficiaries present their half of the voucher to the Money Transfer Agents. The Money Transfer Agents check the list of beneficiaries, match the beneficiaries' half vouchers against the list and pay the beneficiaries.
6. The Money Transfer Agents send both halves of the vouchers to FAO.
7. FAO reimburses the Money Transfer Agents upon confirmation of the number of beneficiaries and total amount of money spent from the Service Provider. In addition, FAO pays the Money Transfer Agents a fee for the services rendered.

**Figure 4: CFW with money transfer agents in charge of payment**



The designs illustrated above can also be used when the transfer to beneficiaries takes place in the form of a voucher or food rather than cash as long as the various steps comply with FAO rules and regulations.

#### 6.4 Compliance with national labour norms

If the country in which FAO is implementing public works activities has no labour standards or their enforcement is limited, FAO needs to include appropriate clauses in the contract and ensure that they are enforced. These clauses should set the labour standards for the activity, including maximum hours of work per day, safe working conditions, and ensure that there is no child labour, no gender discrimination and no sexual abuse in the workplace. These clauses should be aligned with international labour standards<sup>35</sup>.

#### 6.5 Contractual instruments

The implementation of public works activities must comply with FAO rules and regulations and take into consideration the socio-economic and institutional context within which these activities are implemented. FAO is responsible for the integrity of the public works programme and must be accountable to various stakeholders, including beneficiaries, donors and implementing partners. From these considerations, it follows that there should be clear procedures for the choice of contractual instruments.

FAO uses LoAs to enter into an agreement with not-for-profit entities (local and international NGOs), which often can carry out tasks such as selecting beneficiaries. The use of LoAs is regulated by Manual Section 507<sup>36</sup>. See Annex 3 for a model of an LoA for CFW interventions. When it seeks services available in the private sector (e.g. vendors selling tools or equipment needed to carry out the

<sup>35</sup> See **Annex 1** for ILO labour norms.

<sup>36</sup> Available at [http://intranet.fao.org/fileadmin/user\\_upload/loas/MS507-English12032012.pdf](http://intranet.fao.org/fileadmin/user_upload/loas/MS507-English12032012.pdf).

work), FAO uses a contractual instrument regulated by Manual Section 502 Procurement of Goods, Works and Services<sup>37</sup>.

**Table 2** summarizes the main differences between working with private sector and not-for-profit entities.

**Table 2: Main differences between private sector and not-for-profit entities**

<b>Partner</b>	<b>Private sector</b>	<b>Not-for-profit entity</b>
Example	Vendor (procurement) Contractor (heavy work) Financial institution (payments)	Local/international NGOs
Purpose	Obtain services that are available in the private sector	Obtain services that are not available in the private sector
Selection procedure	Mandatory competitive tendering procedures*	Competitive tendering not mandatory
Contractual instrument	Contract (Manual Section 502)	LoA (Manual Section 507)

**\*Except in the cases indicated in FAO Manual Section 502.**

## **7. EXIT STRATEGIES AND SUSTAINABILITY**

The end of a public works programme does not necessarily coincide with the end of the needs of the targeted population. Ideally, there should be a smooth transition from relief to recovery and development, but often public works activities come to an end simply because funds have finished. FAO should ensure that phasing out is as smooth as possible by handing over the responsibility for maintaining the assets constructed or rehabilitated to local authorities/communities and/or the relevant ministry<sup>38</sup>.

As demonstrated by past public works programmes, sustainability is one of the most challenging problems. Once the funds for construction and/or rehabilitation of assets are finished, maintaining the asset becomes the responsibility of the local community. In the absence of funding and expertise (technical and operational) to maintain it, the local community may be motivated to maintain the asset only if it is perceived as useful. This is why a sense of ownership is critical. To ensure that the communities feel a sense of ownership and responsibility towards the asset, FAO staff should determine that it is really perceived as useful by beneficiaries from the outset of the intervention.

Another strategy to ensure sustainability is to embed the future management of the newly built/rehabilitated assets in community-based groups such as User Associations whose members pay maintenance fees. It is also possible to link to social and employment programmes that are already in place<sup>39</sup>.

Another strategy for ensuring that the benefits of public works programmes outlive the short-term benefits provided by wages is to develop workers' skills. Equipping beneficiaries with training experience can enhance their capacities and thus increase their chances of finding better employment after the end of the programme.

<sup>37</sup> In certain circumstances, FAO can procure goods (and services) of a not-for-profit using a standard Manual Section 502 contract.

<sup>38</sup> This includes handing over the remaining supplies of material, tools and equipment to the main stakeholders (local authorities, local community, ministry).

<sup>39</sup> This strategy is evidently worth pursuing when it is less costly than paying external Service Providers.

## 8. RISKS

This section presents some of the risks associated with the use of public works interventions. These risks must be considered before, during and after the implementation of a public works programme. Strategies to mitigate these risks are also presented. Some of the most common risks in public works programmes and related mitigation measures are listed in **Table 3**.

**Table 3: Selected risks and mitigation measures in public works programmes**

<b>Risk</b>	<b>Mitigation measure</b>
Inflation of prices of key goods and distortion of local markets	Carry out market assessment (before the public works programme begins) and perform market monitoring (during and after the programme)
Disruption of traditional collective voluntary work	Carry out a labour market analysis that also covers voluntary community work activities
Diverting beneficiaries from other productive activities	Carry out a labour market analysis
Gender bias and use of child labour	Carry out gender-sensitive labour market analysis and market assessments – check the ages of all workers
Undue interference from local authorities	Create a strong management that knows how to negotiate with local authorities
Untimely procurement and delivery of materials and tools needed to start the work	Plan procurement activities well in advance of public works activities and know the suppliers' market
Presence of ghost workers <sup>40</sup>	Cross-check attendance sheets with beneficiary database
Illicit diversion of funds from beneficiaries	Set up complaint/grievance and redress mechanisms for beneficiaries
Theft, corruption and misuse of cash	Implement effective monitoring and ensure segregation of duties
Delays in payment	Plan payment activities in advance (FAO); carefully check Service Provider's or Financial Institution's fiduciary capacity and reputation prior to the selection (Service Provider/Financial Institution)

## 9. MONITORING AND EVALUATION

The feasibility assessment conducted at the outset of a public works programme should be used for defining the baseline and developing the monitoring and evaluation system for the programme. The monitoring and evaluation processes should address at least the following issues<sup>41</sup>:

### *Communication*

- Is sufficient information given to beneficiaries, the communities that host them and other relevant stakeholders? Does the information provided to beneficiaries cover all the key points described in these Guidelines?

### *Do no harm*

- Does the programme have mechanisms in place to ensure that it does not provoke unintended negative externalities (on food security, health, attendance to own agricultural activities, etc.)?
- Have the programme activities been planned so as to minimize any conflicts with activities pursued by the local community (e.g. planting, harvesting)?
- Have the public works programmes been designed so as not to disrupt existing traditions of voluntary collective work?

<sup>40</sup> In this context, a *ghost worker* is an individual on the payroll of a FAO public works programme who does not actual work.

<sup>41</sup> The basic structure and contents of the terms of reference for the evaluation of projects can be found in FAO, 2013b.

### ***Gender and vulnerable groups***

- Are the public works activities designed in such a way as to encourage the employment of women or members of vulnerable groups (e.g. ethnic minorities)?

### ***Household impacts***

- What are the household impacts (e.g. intra-household decision-making, family relations, gender)?

### ***Markets***

- Has the programme affected employment patterns, local market prices and wage rates?

### ***Outputs and impact of public works activities***

- Is the public works intervention achieving its stated objectives (e.g. create/rehabilitate/maintain basic infrastructure that meets the community's needs, reduce unemployment, provide a safety net to the beneficiaries and build community capacity)?
- Are the outputs (i.e. the rehabilitated/built assets) stipulated in the programme design being produced on time?
- Do the outputs meet the quality standards agreed upon at the outset?
- Is there a mechanism to ensure that the assets will be maintained over time?

### ***Payments***

- Do the beneficiaries receive payments on time?
- Do the beneficiaries receive the amount stipulated in the programme?
- Does payment take place in a place reasonably accessible to beneficiaries?

### ***Selection of beneficiaries***

- Is the selection process reaching the beneficiaries targeted in the programme's project?
- Do the communities or their representatives participate in developing criteria for targeting and selection of those who receive assistance?
- Do all beneficiaries have access to unbiased and clear information regarding targeting and selection and a chance to question it?

Addressing many of the issues outlined above supports **FAO's accountability** to beneficiaries<sup>42</sup>.

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<sup>42</sup> For additional information on how to improve the Organization's accountability see FAO, 2012c and Annex 2.

## 10. REFERENCES

- Albu, S.** 2010. *Emergency Market Mapping and Analysis Toolkit*, Practical Action Publishing Ltd. Oxfam.
- Barrett, C.B., Bell, R., Lentz, E.C. and Maxwell, D.G.** April 2009. Market Information and Food Insecurity Response Analysis. *Food Security*. Volume 1 (2) pp. 151-168.
- Calef D.** 2012. *Mapping Cash Transfer Interventions in the Sahel*. A report for the FAO Emergency and Rehabilitation Division.
- CaLP.** 2010. *Delivering Money. Cash Transfer Mechanisms in Emergencies*.
- Clay, E. J.** 1986. Rural public works and food-for-work: A survey. *World Development*, Vol. 14, No.10–11, p.1237.
- Conway, T., de Haan, A. and Norton, A.** 2000. *Social protection: New directions of donor agencies*. Overseas Development Institute, London.
- Creti, P.** April 2010. *The impact of cash transfers on local markets. A case study of unstructured markets in Northern Uganda*. CaLP.
- Devereux, S. and Vincent, K.** May 2010. Using technology to deliver social protection: Exploring opportunities and risks. *Development in Practice*, Vol. 20, No. 3.
- FAO.** 2008. *FAO's role in Disaster Risk Reduction* available at <http://www.fao.org/fileadmin/templates/tc/tce/pdf/faoroledisasterriskreduction.pdf>
- FAO-ILO.** April 2009. *The Livelihood Assessment Tool-kit*.
- FAO.** 2011a. *Cash-for-work intervention report: Part of FAO's flood response Pakistan*. Rome.
- FAO.** 2011b. *Resilient livelihoods: Disaster risk reduction for food and nutrition security*. Rome.
- FAO.** 2012a. *Cash-for-work in Somalia: Linking relief to recovery*. Rome.
- FAO.** 2012b. *FAO Policy on Cash Transfers*. Rome.
- FAO.** 2012c. *Guidance Note. Accountability to Affected Populations*. Rome.
- FAO,** 2013a. *Reviewed Strategic Framework*. To be submitted to the Thirty-eight Session Conference, Rome June 15-22 2013. Rome.
- FAO.** 2013b *Terms of Reference template for the evaluation of projects and programmes funded through voluntary contributions by resource partners*. Rome.
- Food Security and Nutrition Analysis Unit.** 2012. [www.fsnaui.org](http://www.fsnaui.org).
- High Level Panel of Experts on Food Security and Nutrition.** 19 March 2012. *Social Protection for Food security*, Draft consultation paper, Committee on World Food Security.
- Holmes, R. and Jones, N.** 2011. Gender inequality, risk and vulnerability in the rural economy, *FAO ESA Working Paper*, No. 11–13.
- Holmes, R. and Jones, N.** 2011. *Public works programmes in developing countries: Reducing gendered disparities in economic opportunities?* Paper prepared for the International Conference on Social Cohesion and Development, 20–21 January 2011, Paris, France. Overseas Development Institute.
- Inter-Agency Standing Committee.** 2009. *Guidelines for gender-based violence interventions in humanitarian settings*.
- McCord, A.** December 2008. A typology for Public Works Programming. *Natural Resource Perspectives*, No. 121, Overseas Development Institute.
- Norton, A., Conway, T. and Foster, M.** 2000. *Social protection concepts and approaches – Implications for policy and practice in international development*, Issues Paper for Department for International Development. Overseas Development Institute.

**Quisumbing, A.R. and Yohannes, Y.** 2004. *How fair is workfare? Gender, public works and employment in rural Ethiopia*, International Food Policy Research Institute.

**Sivakumaran, S.** 2011. *Market analysis in emergencies*. CaLP.

**Slater, R. and Farrington, J.** September 2009. *Targeting for social transfers*, Overseas Development Institute.

**Subbarao, K., del Ninno, C., Andrews, C. and Rodríguez-Atlas, C.** 2013, *Public Works as a Safety Net*, The World Bank.



## ANNEXES

### **Annex 1: Fundamental international labour norms**

Principles and rights at work: The ILO Declaration on Fundamental Principles and Rights at Work (1998) commits countries to respect and promote principles and rights in four categories: (i) freedom of association and the effective recognition of the right to collective bargaining, (ii) the elimination of forced or compulsory labour, (iii) the abolition of child labour, and (iv) the elimination of discrimination in respect of employment and occupation. The Declaration applies automatically to all countries that have accepted the ILO Constitution, whether or not they have ratified the fundamental Conventions of the ILO.

Child labour prevention: The ILO Minimum Age for Employment Convention No. 138 (1973) sets the minimum age for children to work at 15 years of age in general (the convention allows for certain flexibilities in specific circumstances). For work considered hazardous, the age is 18. The ILO Worst Forms of Child Labour Convention No. 182 (1999) defines worst forms of child labour as all forms of slavery, trafficking of children, forced recruitment for armed conflict, use of children in illicit activities, sexual exploitation, and hazardous work. Hazardous work should be listed nationally. It is work which, by its nature or the circumstances in which it is carried out, is likely to harm the health, safety or morals of children.

Occupational safety and health: Regarding occupational safety and health in agriculture, clauses in FAO's public works programmes should be aligned to the ILO Safety and Health in Agriculture Convention 2001 (No. 184), and its supplementing Recommendation (No. 192). They have been complemented in 2010 with the Code of Practice on Safety and health in agriculture code, which aims to provides further guidance for their application in practice.

In addition, most states are committed to promote full, productive and freely chosen employment and many of them explicitly adhere to the promotion of Decent Work. The Decent Work Agenda underscores that both the quantity and the quality of employment are essential for human well-being. The Agenda identifies the following four strategic objectives, with gender equality as a crosscutting one: (i) creating jobs and promoting entrepreneurship; (ii) guaranteeing rights at work; (iii) extending social protection; and (iv) promoting social dialogue.

## **Annex 2: Accountability to Affected Populations – A checklist to get started**

A number of tools exist to assist to review accountability to affected populations (AAP) in a programme. Based on the Inter-Agency Standing Committee draft Operational Framework and the Commitments on Accountability to Affected Populations analysis and assessment tools, below are some very preliminary checklist questions to provide a practical, programme-focused starting point.

### ***1. Leadership, governance and staff competencies***

- Are the resources – human and financial – needed to improve and ensure accountability during response routinely incorporated into project plans and proposals?
- Is accountability integrated into Terms of Reference? Into the sector/cluster plan in the Consolidated Appeal?
- Do job descriptions outline each person's role in meeting FAO's commitments on accountability?

### ***2. Transparency, communication and information provision***

- Do the programme staff routinely engage in two-way communication with affected communities?
- Are they provided with training and support to do so?
- Does the office have dedicated communications expertise to provide programme staff with the technical support they need in communicating with affected communities?
- Do the communities get asked what kind of information they require and in what formats?
- Are communication needs and methods assessed during needs assessments?
- Do programme participants know about FAO, about the standards of behaviour they can expect from FAO and partner staff, and how to get in contact if they need to?
- Is information provided in a variety of comprehensible formats and in relevant languages?
- Do all potential participants have access to unbiased and clear information regarding targeting and selection, and a chance to question it?

### ***3. Feedback and complaints***

- Is feedback actively sought from communities? Is this feedback used?
- Do you gather feedback on the quality and accountability of the response/projects?
- Do you share and discuss findings from feedback, assessments and evaluations with local communities? Do you let people know what impact their feedback had?
- Do the communities you seek to assist have any means by which they can lodge a complaint?
- Is there a means by which they could lodge a sensitive complaint in a safe and confidential way?
- Are complaints and feedback mechanisms systematically explained so populations understand how to use them and what to expect?
- Do people get a response regarding their complaints?

### ***4. Participation and representation***

- Do all interest groups have a voice, including women, children, the aged, minority cultural groups and people living with disabilities?
- Are community representatives truly representative of the communities? Does participation in FAO programmes occur independent of political, governmental, or other power based representation structures?
- Do communities or their representatives participate in developing criteria for targeting and selection of those who receive assistance?

### ***5. Design, monitoring, evaluation and learning***

- Do you ensure that whenever possible, communities or their representatives are consulted during needs assessment?
- Do you involve communities in project design?
- How often do you invite local community representatives to take part in monitoring?
- Do you evaluate the accountability and quality of the response/project?
- Do affected populations participate in evaluations?
- Is AAP included in the project design and evaluation documents?

### ***6. Protection against sexual exploitation and abuse***

- Are all staff and partners clearly informed about what acts constitute sexual exploitation and abuse and are therefore prohibited?
- Are staff well informed and educated regarding FAO's commitment to preventing sexual exploitation and abuse of the people it seeks to assist by anyone associated with the Organization or its partners? Are they aware of the obligations set forth by the Secretary-General's Bulletin on Protection against Sexual Exploitation and Abuse, including the obligation to report?
- Are affected populations aware of FAO's commitment to protect them from sexual exploitation and abuse, and do they know how to hold the Organization and its staff accountable for their conduct?

### ***7. Working with partners and other stakeholders***

- Do partnership agreements include reference to AAP?
- Do you seek opportunities to work on joint exercises, such as needs assessments or complaints?
- Do you make FAO's commitments on AAP clear to partners, and establish minimum expectations with them regarding their own practice?
- Do you identify potential partners with a demonstrated commitment to accountability?
- Do you support partners to improve the quality and accountability of their work?

### Annex 3: Example of a Letter of Agreement for CFW

منظمة  
الأغذية والزراعة  
للأمم المتحدة

联合国  
粮食及  
农业组织

Food and Agriculture  
Organization of the  
United Nations



Organisation des  
Nations Unies pour  
l'alimentation et  
l'agriculture

Продовольственная и  
сельскохозяйственная  
организация  
Объединенных Наций

Organización de las  
Naciones Unidas para la  
Agricultura y la  
Alimentación

Fax: ..... / Tel: +...-...-..... www.fao.org

#### LETTER OF AGREEMENT 95/2012

Between

the **Food and Agriculture Organization of the United Nations (“FAO”)** and the

.....

For provision of

**“Supervision Services of community activities through Cash For Work approach in District: .....;  
Region: (Reference)”**

#### 1. Introduction

The **Food and Agriculture Organization of the United Nations** (hereinafter referred to as “FAO”) and (hereinafter referred to as the “Service Provider”) (together hereinafter referred to as the “Parties”) have agreed that the Service Provider (SP) will provide certain services defined in detail in the attached Annex (the “Services”) which forms an integral part of this Letter of Agreement (hereinafter the “Agreement”) in support of cash for work activities which will contribute to protecting pastoral community livelihood assets in ..... and enhancing the community’s capacity to cope with shock through an integrated approach. To enable the Service Provider to provide the Services, FAO will pay the Service Provider a total amount not exceeding **USD .....**(.....US Dollars).

## 2. Purpose

- a) The purpose for which the funds provided by FAO under this Agreement shall be used are the following:
- (i) **Objective.** The Services will contribute to the following Organizational objective: To increase food availability and food access for drought affected communities in selected locations of .....
  - (ii) **Outputs/outcomes:**
    - A total of 1400 vulnerable HHs (equivalent to 8400 beneficiaries) benefitting from cash at disposal through cash-for-work activities, enabling them to sufficiently meet their minimum food requirements.
    - Increased livelihood resilience through the cash for work activities by rehabilitating productive infrastructure (water catchments, canal rehabilitation and feeder roads) over a period of 54 days of effective work in .....District of ..... Region.
  - (iii) **Activities.** The Service Provider will undertake the following activities: [Beneficiary household selection; Supervision of community activities through Cash For Work; Provide training to 10 percent of the total beneficiary households].
- b) A detailed description of the Services including technical and operational requirements, budget, work plan and timeframe, performance indicators and means of verification, as well as inputs to be provided free-of-charge by the Service Provider and FAO, if any, are set out in detail in the Annex (Terms of agreement).

## 3. General Conditions

- a) Funds provided by FAO under this Agreement are to be used by the Service Provider exclusively for the provision of the Services in accordance with the budget set out in the Annex 1: 5 (detailed budget). Neither the Service Provider nor its personnel nor any other persons providing the Services on its behalf, will incur any additional commitment or expense on behalf of FAO.
- b) Title to the inputs provided by FAO to the Service Provider shall remain with FAO until such time these are transferred to the beneficiaries. The Service Provider shall take all reasonable measures to ensure that inputs provided by FAO reach the intended beneficiaries without delay and in the condition in which they are received. The Service Provider assumes full responsibility for the storage, handling and management of inputs provided by FAO and shall assume liability for any damage and losses after the inputs come under its physical control, custody or possession.
- c) FAO seeks to ensure that all inputs handed over to the Service Provider are fit for its intended use. The Service Provider shall inform and consult with FAO in case the condition of any FAO-supplied inputs is in doubt, or there is a perceived risk of

deterioration of the inputs arising from acceptance of the inputs at the handover points. In such cases, FAO and the Service Provider will mutually agree on the appropriate operational measures to address such risk. Any costs approved by FAO for storage, recuperation, sampling and/or fumigation shall be borne by FAO.

- d) The Service Provider will be responsible for all activities related to the provision of the Services and the acts or omissions of all employees, agents or other representatives, and authorized subcontractors providing the Services on its behalf. FAO will not be held responsible for any accident, illness, loss or damage which may occur during the provision of the Services or any claims, demands, suits, judgments, arising there from, including for any injury to the Service Provider's employees, or to third parties, or any loss of, damage to, or destruction of property of third parties, arising out of or connected to the Service Provider's work or performance under this Agreement.
- e) The Service Provider shall not utilize funds received under this Agreement to subcontract services or procure items except as specifically provided for in the Annex or as specifically approved in writing by FAO. Any subcontracting arrangement shall in no way relieve the Service Provider of the responsibility for the provision/delivery of the Services required under this Agreement. Subcontracts or procurement of the items set forth in the Annex shall be procured in conformity with the Service Provider's own procurement rules and procedures. The Service Provider confirms that its procurement rules and procedures, and their implementation, ensure that the procurement process is transparent and consistent with generally-accepted principles governing public sector procurement to obtain best value for money. The Service Provider will ensure that its agreements with any subcontractor include the obligation to maintain appropriate records for a period of five years and FAO's right to review, audit and have access to all documentation and sites related to the activities carried out in connection with this Agreement.
- f) The Service Provider shall make and thereafter maintain, in compliance with national legislation, provision for adequate insurance to cover such risks as damage to property and injuries to persons, as well as third party liability claims.
- g) The personnel assigned by the Service Provider to provide the Services are not considered in any respect as being employees or agents of FAO. Nothing in this Agreement or in any document or arrangement relating thereto shall be construed as conferring any privileges or immunities of FAO on the Service Provider, its personnel or any other persons providing the Services on its behalf.
- h) Nothing in this Agreement or in any document relating thereto, shall be construed as constituting a waiver of privileges or immunities of FAO, or as its acceptance of the jurisdiction of the courts of any country over disputes arising out of this Agreement.
- i) The present Agreement shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2010.

- j) In providing the Services, the Service Provider shall conform to all national laws applicable to its activities and its relations to third parties, including employees. The Service Provider shall promptly correct any violations thereof and shall keep FAO informed of any conflict or problem arising in relation to national authorities.
- k) The Service Provider confirms that it has not engaged in, nor will to engage in any corrupt, fraudulent, collusive or coercive practices in entering into or implementing this Agreement and agrees to adhere to the UN Supplier Code of Conduct which can be viewed at [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf). For the purpose of this Agreement, the following terms shall have the following meanings:

**“Fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain, financial and/or other benefit and/or to avoid an obligation.**

**“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.**

**“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.**

**“Corrupt practice” is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value whether tangible or intangible to improperly influence the actions of another party.**

- l) The Service Provider shall take all reasonable precautions to avoid any conflict of interest in the implementation of the Services and shall inform FAO without delay of any situation constituting or likely to entail a conflict of interest including any FAO personnel having an interest of any kind in the Service Provider’s activities.
- m) Unless authorized in writing by FAO, the Service Provider shall not advertise or otherwise make public that it has a contractual relationship with FAO, nor shall the Service Provider, in any manner whatsoever use the name or emblem of FAO, or any abbreviation of the name of FAO.
- n) All intellectual property rights, including copyright, in the outputs produced under this Agreement are vested in FAO, including, without any limitations, the right to use, publish, translate, sell or distribute, privately or publicly, any item or part thereof. Neither the Service Provider nor its personnel will communicate to any other person or entity any confidential information made known to it by FAO nor will they use this information for private or corporate advantage. This provision will survive the expiration or termination of this Agreement.
- o) To comply with disclosure requirements and enhance transparency, FAO may release and/or publish the following information about this Agreement: (i) the name and nationality of the Service Provider; (ii) a brief description and location of the Services provided; and (ii) the amount of this Agreement. The Service Provider specifically consents to the release and/or publication of such information. FAO will not release or publish information that could reasonably be considered confidential or proprietary.

- p) The Service Provider shall return to FAO any unexpended funds budgeted and paid by FAO under this Agreement.
  
- q) This Agreement is not subject to payment by FAO of any levies, taxes, registration duties or any other duties or charges whatsoever. The Service Provider shall duly pay taxes, duties and other charges in accordance with prevailing laws and regulations applicable to the Service Provider.
  
- r) The Service Provider agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Agreement are used to provide support to individuals or entities i) associated with terrorism, as included in the lists maintained by the UN Security Council pursuant to its Resolutions 1267 (1999), 1844 and 1916; or ii) that are the subject of sanctions or other enforcement measures promulgated by the United Nations Security Council. This provision must be included in all subcontracting arrangements or assignments entered into under this Agreement. The Service Provider acknowledges and agrees that the provisions of this Article constitute an essential term of this Agreement and any breach of these obligations and warranties shall entitle FAO to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind of FAO.
  
- s) The Service Provider shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the services provided under this Agreement, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Service Provider to perform any services under this Agreement. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Service Provider shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favours or activities, or from engaging in any sexual activities that are exploitive or degrading to any beneficiary of the services provided under this Agreement or to any persons related to such beneficiaries. The Service Provider acknowledges and agrees that the provisions hereof constitute an essential term of this Agreement and that any breach of these provisions shall entitle the Organization to terminate this Agreement immediately upon notice to the Service Provider, without any liability for termination charges or any other liability of any kind.



#### 4. Reporting and Record Maintenance Requirements

- a) The Service Provider shall submit to the Responsible Officer named in paragraph 9 below, the Reports listed in the Annex on the dates set forth therein, including a final report consisting of a narrative report and financial report (“Final Report”) within *30 days* following the completion of the Services. The Final Report must be sufficiently detailed to allow certification of deliverables and of expenditures. The financial report shall be signed and certified as to its correctness by a duly designated representative of the Service Provider (e.g. executive officer, chief financial officer, chief accountant or similar).
- b) The Service Provider shall keep accurate financial records and maintain supporting documentation showing the utilization of inputs and funds under this Agreement and any other documentation related to the Services for a period of five years following termination or expiry of the Agreement, during which period FAO, or a person designated by FAO, or the relevant auditing authority (e.g. national audit office) shall have the right, at any time, to conduct reviews and/or audits relating to any aspect of this Agreement. The Service Provider shall provide its full and timely cooperation with any such review or audit. Full and timely cooperation shall include, but not be limited to, making available employees or agents and granting to FAO or other designated person or relevant authority, access at reasonable times and conditions to the Service Provider’s premises or other sites where documentation related to this Agreement is kept or activities related to this Agreement are carried out.

#### 5. Delays and Termination

- a) The Agreement shall enter into force upon signature by both Parties and shall remain in force until the Services have been satisfactorily provided or until otherwise terminated in accordance with the provisions herein.
- b) The Service Provider will carry out the Services in accordance with the work plan and within the timeframe set forth in the Annex and shall notify FAO of any delays that will prevent delivery of the Services in accordance with the work plan and within the timeframe set forth in the Annex.
- c) FAO may suspend or cancel all or part of this Agreement, obtain the Services elsewhere and make corresponding adjustments to any payments that may be due to the Service Provider, if the Service Provider fails to make delivery, or perform to a standard considered acceptable to FAO. Subject to consultation with the Service Provider, the determination of FAO, relating to this provision, shall be binding.
- d) If at any time during the course of this Agreement it becomes impossible for the parties to perform any of their obligations for reasons of Force Majeure, that party shall promptly notify the other in writing of the existence of such Force Majeure. The party giving notice is thereby relieved from such obligations as long as Force Majeure persists. For the purpose of this Agreement, the term “Force Majeure” shall mean any unforeseeable exceptional situation or event beyond the Parties' control which prevents either of them from fulfilling any of their obligations under this Agreement, was not attributable to error or negligence on their part (or of their personnel, agents, or other representatives, or authorized subcontractors), and proves insurmountable in spite of all due diligence.

- e) FAO shall have the right to terminate this Agreement, by written notice to this effect, if it considers that continued implementation of the Agreement is impossible or impractical:

**for unforeseen causes beyond the control of FAO;**

**in the event of a default or delay on the part of the Service Provider after written notice by FAO which provides a reasonable period to remedy the default or delay.**

- f) In the event of termination as per 5e) above, the following shall apply:

- (i) termination for unforeseen causes beyond its control, FAO shall complete all payments for expenses which have been incurred by the Service Provider up to the effective date of termination.
- (ii) termination due to the Service Provider's default or delay, the Service Provider shall refund to FAO any payment already received in respect of Services that have not been performed to a standard considered acceptable to FAO.

- g) FAO shall have the right to terminate this Agreement, by written notice to this effect, if FAO establishes in accordance with its administrative procedures:

- (i) irregularities, fraud or corruption on the part of the Service Provider in relation to this Agreement;
- (ii) a breach of the conflict of interest provision in paragraph 31) above;
- (iii) a breach of the reporting requirements in paragraph 4 above.

- h) In the event of termination as per g) above, the Service Provider shall refund to FAO all payments that were made on the basis of the irregularity, fraud or corruption, or as otherwise determined by FAO to be equitable and take other action as deemed appropriate by FAO.

6. Terms of Payment

- a) In full consideration of the services provided by the Service Provider, FAO will pay and/or reimburse the Service Provider up to a total amount which represents FAO's maximum financial liability not to exceed:

(USD)

]

- b) The payments will be made after certification by the Responsible Officer of the request(s) for payment as follows:

- (i) **USD** .....[.....US Dollars] [30% of the total amount] upon reception from the SP and clearance by FAO of the list of targeted villages as described under Appendix I 'Terms of agreement and relevant annexes;
- (ii) **USD** .....[.....US Dollars] [50% of the total amount] upon acceptance by FAO of the Interim Report as described under Appendix I 'Terms of Agreement' and relevant annexes;
- (iii) **USD**..... [.....US Dollars] [20% of the total amount] upon acceptance by FAO of the Final Report mentioned under paragraph 4a) above and the submission of the distribution assessment review forms as described under the Annex 'Terms of Agreement' and relevant Form Management Tools (FMTs) and the return of the non-expendable items (Laptops and printers) provided by FAO.

- c) The amount set forth in 6a) will be paid in the currency stated above, in accordance with the detailed banking instructions provided by the Service Provider in 6d).

d) **Detailed Banking Instructions**

*Bank Name:*

*Bank Address:*

*Account name:*

*Account No:*

*Currency: US Dollar*

- e) The Service Provider shall submit each request for payment to the address indicated below:

**CFW Coordinator.....**

email: .....

FAO

- f) FAO enjoys certain privileges and immunities which include exemption from payment of Value Added Tax ("VAT" or "IVA"), customs duties and importation restrictions.
- g) If the Service Provider fails to submit the Final Report mentioned in 4a) above no later than 30 days following completion, expiry or termination of this Agreement, FAO may, after provision of due notice of the default, terminate this Agreement without making the final payment.

7. Settlement of Disputes

- a) Any dispute between the parties arising out of the interpretation or execution of this Agreement, if not settled by negotiation between the parties or by another agreed mode of settlement, shall be submitted at the request of either party, to one conciliator. Should the parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as at present in force.
- b) Any dispute not resolved by conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law, as at present in force. The arbitral tribunal shall have no authority to award punitive damages. FAO and the Service Provider agree to be bound by any arbitration award rendered in accordance with this article, as the final adjudication of any such dispute.
- c) The parties may request conciliation during the execution of this Agreement and in the period not to exceed twelve months after the completion, expiry or termination of this Agreement. The parties may request arbitration not later than ninety days after the termination of the conciliation proceedings. All dispute resolution proceedings shall be conducted in the language in which the agreement is drafted provided that it is one of the six official languages of FAO (Arabic, Chinese, English, French, Russian and Spanish). In cases where the language of the agreement is not an official language of FAO, the conciliation or the arbitration proceedings shall be conducted in English.

8. Amendments. Any changes or amendments to this Agreement shall be made in writing and on the basis of mutual consent of the signatories to this Agreement.

9. Designation of the FAO Responsible Officer. ....., Cash For Work Coordinator; email:.....; FAO.....; is designated the officer responsible for the management of this Agreement (“**Responsible Officer**”) on behalf of FAO

10. Entry into force and period of validity. The Agreement will enter into force upon the date of signature by the Service Provider, by FAO or on xx Month 20.. [whichever of the three dates is the latest] and will terminate on.....

**Signed on behalf of the Food and Agriculture Organization of the United Nations:**

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

*Ms.*

**Signed on behalf of the SP:**

Signature:\_\_\_\_\_

Date:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

The service provider will sign two copies of this Agreement and return one to the responsible officer.

## **ANNEX I - TERMS OF AGREEMENT**

### **1. Background**

FAO is funding an extensive CFW Programme for ..... with implementation foreseen to take place between mid-..... and end of..... . The programme is closely coordinated with FAO activities of agriculture inputs distribution and support to the livestock sector.

Within the foreseen five months time-frame, FAO aims at assisting 96 402 HHs through a total of 9 weeks of CFW. These works will be ideally implemented between the month of October 2012 and March 2013 (6 working days per week, compensated at USD 3 per day/USD 18 per week/USD 72 per month). This calendar might vary in different location and based upon seasonal fluctuations.

Payments to the beneficiaries will be implemented through money vendor(s) who will deliver payments in selected locations in coordination with the selected NGOs/SPs. FAO will also provide payments for the beneficiaries travel allowances to the money vendor.

FAO will implement all the activities of community mobilization, coordination with money vendor, beneficiaries and communities selection, etc through partners / service providers which are the object of this Request for Proposal. In the selection of target communities and once/if selected, the Implementing partners will make all possible efforts to coordinate activities with FAO Implementing partners engaged in agriculture inputs distribution and assistance to the livestock sector.

The works above will provide households with productive and compensated work opportunities, while allowing for the rehabilitation/construction of productive assets and rural infrastructure (water catchments, roads, river embankments and secondary canals), as well as infrastructure for the mitigation of the impact of floods and droughts. Rehabilitation and safeguarding of productive infrastructure through CFW will increase resilience and mitigate the impact of future shocks.

Through the CFW approach FAO also enhances food access in the short-term. This ensures that the poorest do not descend further into poverty and limits the adoption of negative coping mechanisms, such as the sale of productive livestock assets and entering into large debts. This approach further supports the immediate needs of affected population; with better infrastructure and training, farmers can increase their yields and have stronger connections to markets, while benefitting from increased resilience to future shocks.

### **2. Terms of Reference**

#### **2.1 Definition of Output(s) and/or Outcome(s)**

The short term objective of this project is to increase food availability and food access for drought affected communities in selected locations of .....In the medium and in the long-term and in synergy with other FAO interventions for inputs distribution and support to the livestock sector, the project aims at strengthening resilience to drought and improve livelihoods sustainability of agro-pastoral and riverine communities targeted by the project.

The expected outcomes are as follows:

- A total of 1400 beneficiaries engaged in the rehabilitation of xxx irrigation canals adding up to a total of xxxx Km length, xxx feeder roads rehabilitated adding up to a total of xxx square m bush cleared and xxxx water catchments excavated adding up to a total volume of XXX m<sup>3</sup> of storage capacity over a period of 54 days of effective work [details provided in 2.2 e)].
- A total of USD 221 130 provided to 1400 of vulnerable HHs (equivalent to 8 400 beneficiaries) through the money vendor in addition to payments for transport to money vendor payment locations as / when applicable.
- Twenty percent of the total beneficiaries per district (in those districts which are coastal) selected to rehabilitate XXXX feeder roads with the aim of improving access from the boats to the market. Where this is not possible due to extreme proximity between the boats and the main market/town then they will concentrate their work in water catchments and/or rehabilitation of canals over a period of 54 days of effective work [details provided in 2.2 e)].

## 2.2 Description of services/activities:

The following activities will be implemented by the Service Provider under the signed Letter of Agreement (LoA) for the rehabilitation of productive infrastructure:

- a) **Liaise with NGOs that have / are implementing interventions of agriculture inputs distribution and of livestock sector support in the same district**, as per list that will be provided by FAO upon LoA signature, to evaluate / discuss / coordinate possible overlapping(s) in community and beneficiaries selection. Whenever the given selection criteria are compatible, FAO supports targeting for CFW the same households that had been assisted by other FAO interventions of agriculture inputs distribution and of livestock sector support. Liaising should be completed within the first two weeks of project operations and repeated at regular intervals throughout the project implementation as applicable.
- b) **Mobilize and sensitize regional and district authorities**, in close consultations with local administration, communal elders and relief committees, on:
  - the purpose of the action and on the criteria for identification and selection of infrastructure and beneficiaries as developed and as agreed in consultation with FAO.
  - the project objective, planned activities, opportunities available, payment rates (USD) and duration of each activity;

For the above and with completion expected within two weeks from LoA signature, the SP / NGO will organize the relevant meetings to discuss the project and gather the **list of communities** targeted, as per modalities defined under 2.4 below. Information over the district authorities contacted will be reported by the SP under format 'FMT I' as attached to this LoA. Through the information detailed under FMT I, FAO will perform routine verifications through its call center, aimed at verifying the existence of the proposed locations, as well as awareness by council members and village elders of the project. The information collected by the FAO's call center will allow for the final clearance of the village list by FAO. In case of incongruence of relevance, FAO will contact the SP for the verification / correction of the issues signaled.

c) **Mobilize and sensitize village communities**, in close consultations with communal elders, relief committees and eligible beneficiaries, on:

- the purpose of the action and on the criteria for identification and selection of infrastructure and beneficiaries as developed and as agreed in consultation with FAO;
- the project objective, planned activities, opportunities available, payment rates (USD) and duration of each activity.

For the above, the NGO will organize the relevant meetings as per modalities defined under Par 2.4 below; the stakeholders and the community meetings will be aimed at **facilitating the selection of households and activities for cash for work** to be involved in the rehabilitation of infrastructure. For each household participating in the rehabilitation works, the NGO will indicate the reference person who will collect the payments.

Relevant details over the process followed for village and HH selection must be detailed in the interim report as per details provided in the format 'FMT I' attached to this LOA. Through the information detailed under format FMT I, FAO will perform routine verifications through its call centre, aimed at verifying key queries such as existence of villages/settlements, elders' awareness of the project timeline in their communities as well as overall compliance with consultative process.

Together with the verification process detailed under point b) above, the information collected by the call center will allow for the final clearance of the village list by FAO. In case of incongruence of relevance, FAO will contact the SP for the verification / correction of the issues signaled.

d) Provide **FAO with the list communities/villages within 21 days from the signature of the agreement**. The list of communities will be submitted to FAO as per format reported under FMT I 'Village registration form'. Format FMT I will contain a drop down menu list with all towns, villages and settlements mapped by / known to the UN in South central, Somaliland and Puntland regions. Whenever any of the village(s) targeted by the SP is not included in the pre-loaded drop down menu list, the SP will detail its location on the digital maps that will be provided by FAO to the SP in both jpeg and pdf formats upon LoA signature.

If such maps will not have been provided by FAO for any reason, the SP will use a map of its choice/ format. The map will also have to be annexed to the Interim report (see below) in both hard and soft copy. If soft copy cannot be integrated in to the report due to technical reasons, hard copy will suffice.

Whenever compatible with the security context and when a specific village is not included under the drop down menu list under FMT I, the SP should provide GPS coordinates of the targeted villages.

In relation to the above, the Service Provider shall:

- Provide the location of all villages assisted as per above;
- Ensure that all elders in the selected villages are made aware of the project and that telephone contacts for the elders are provided to FAO. As specified under points a) and b) above, FAO will make phone calls and will ensure that at least 80 percent of all elders are mobilized and are aware of the project. Contact phone numbers for elders have to cover at least 80 percent of the selected villages;
- Ensure that the list of villages is accurate. FAO will verify that the indicated villages indicated by the SP exist;
- Ensure that at least 80 percent of the selected villages meet FAO selection criteria as per paragraphs 2.3 and 2.4 of Annex 1.



In case of failure to meet the conditions above, FAO will provide the necessary notification to the SP and if satisfactory feed-back is not received, shall have the right to terminate the LoA as per paragraph 5 of the General Conditions.

- e) Provide **FAO with the list of beneficiaries (and foremen) and infrastructure** to be rehabilitated **within 28 days from the signature of this agreement**. The list of household reference persons and targeted infrastructure will be submitted to FAO through a dedicated software / 'FMT' as per format reported under FMT II 'Infrastructure technical specification forms' and FMT III 'Beneficiaries registration form'. Guidelines on the use of FMT software are attached under FMT XI. The list should indicate the foreman who will be supervising the designated group of beneficiaries (each foreman will supervise an average of 40 beneficiaries, for more details please refer to activity). During the process of beneficiary registration, the SP will also be required to collect from at least 25 percent of all beneficiaries to be engaged in the activities their respective contact phone numbers.

**Hard copies of the signed beneficiaries lists will be managed as follows:**

- The original as per FMT III 'Beneficiaries registration form' will be sent to the responsible officer indicated under Paragraph 7 below immediately upon completion;
- One photocopy of the original will be sent to the Money vendor;
- One photocopy will be retained by the SP for future reference;

*The selection process of both communities and beneficiaries, explaining the roles of each stakeholder as well as of the Service provider, will be illustrated by the Service Provider under the Interim Narrative Report' as per FMT VI format. Significant deviations from the selection process as proposed by FAO in Paragraphs 2.3 and 2.4 below should be communicated to FAO in the same report.*

The SP will also be required to carefully go through the technical note developed by FAO on infrastructure rehabilitation through Cash for Work. The technical note entails all the guidelines that the SP will be required to follow throughout the process of infrastructure identification and rehabilitation. This document will be shared with the SP soon after the signature of the LOA.

The technical note entails guidelines over the following topics:

- Collection of infrastructure dimensions and modalities for translation into FMT format;
- Modalities for the GPS location of infrastructure and alternative sketching techniques;
- Process and minimum specifications for rehabilitation of infrastructure;
- Guidelines for prioritization of infrastructure to be rehabilitated through cash for work;
- Guidelines on establishment of water committees for irrigation canals and water tanks;
- Guidelines for the rehabilitation of water tanks under rainy conditions/season.

It should be noted that upon performance of the first payment by the Money Vendor, the Money Vendor will also be requested by FAO to collect, from at least 25 percent of all beneficiaries receiving payment, their respective contact phone number. For contact phone numbers it is here intended either a phone owned by the beneficiaries or a phone to which these have access, such as those belonging to shop keepers, etc. to which the relevant beneficiary can refer if required.

With constant guidance and support of FAO and between the 4<sup>th</sup> and the 9<sup>th</sup> week from the signature of the LoA, the SPs should also provide FAO with a map showing the location of at least 80 percent of all targeted infrastructure under this LoA. Guidance for the gathering of the location maps are provided under the technical Annex mentioned above.

In relation to the above, FAO will:

- After the first payment is implemented by the MV and after every subsequent payment, verify that at least 80 percent of all phone numbers provided by the Money Vendor belong to actual village beneficiaries and that they are aware of the project. Specifically, FAO will verify if selected HHs are on the village list provided by the NGO, to which extent was the infrastructure actually rehabilitated / built, whether the HH was paid by the money vendor in the right locations and the indicated amount. If the survey will show that more than 20 percent of all phone numbers belong to different target groups / selection criteria other than those specified in this LoA, FAO might request a re-selection of part of project beneficiaries from the SP.

Ensure that at least 80 percent of all locations provided by the SP match with the actual infrastructure listed in the FMT formats, relevant SP FMT by-weekly reports and Interim Report. In case of failure to meet the conditions above, FAO will provide the necessary notification to the SP and, if satisfactory feed-back is not received / relevant modifications to implementation arrangements are not performed, FAO shall have the right to terminate the LoA as per paragraph 5 of the General Conditions.

Upon confirmation that all conditions have been met, FAO will formally approve the list of targeted infrastructure.

- f) **Printing of Payments slips ('vouchers')**: Once submitted by the SP, the beneficiaries lists are then imported into the FMT by FAO NBI and reviewed. M&E and Project staff will review to ensure the selection criteria have been met and clear the list. Then FAO NBI staff will send an email to the NGO containing a code to unlock the FMT to enable the NGO to print the Payment Slips ('vouchers') for the beneficiaries, which will be in the format included under FMT IV 'Household focal person payment slip'.

Upon receipt of the unlock code (sent by FAO at two week intervals), the NGOs will print the Payment slips, at two week intervals, which are then passed to the household focal points. Each printed Payment slip can be used for up to two weeks (12 working days) of work and will contain a unique transaction code, a unique HH code, as well as the space for marking the number of worked days and actual payment accrued. The transaction code will vary every two weeks, while the HH code will not vary. For the last week (week no. 9) the voucher will only cover one week of activities, while all other characteristics remain the same as those for the bi-weekly vouchers.

The payment slips should be placed in a plastic sleeve for protection; the slips will then be delivered by the NGO to the households focal persons at the end of the two weeks of work (one week for week number 9). The Payment Slips are used for multiple purposes: (a) record each work day in a two-week cycle (b) to collect payments from the vendor and (c) as a final confirmation for FAO that the vendor has paid the beneficiaries.

Upon delivery of the voucher to the designated household focal person, the focal person will imprint the voucher with their left-hand thumb. The same focal person will imprint the relevant

money vendor forms at reception of the cash from the money vendor, also using their left-hand thumb.

Payments to the focal person will be processed by the money vendor based upon the list provided by the SP, as per details provided under paragraph 2.5 ‘Payment modalities by money vendor’

- g) Organize beneficiaries in groups of 40 each on average to work under supervision of **one foreman** who will be in charge of the supervision of rehabilitation works; on an indicative basis, for supervisory purposes FAO recommends that the SP assigns / budgets **one field supervisor** for every 15/18 foreman on average. The figures/ rations here are indicative and can differ based upon the SP judgement and local requirements. In relation to the above:
- The foreman will be paid through the e-voucher system as per modalities and timing described for this LoA beneficiaries.
  - The foreman should be considered as included under the overall HH number indicated under this LoA.
  - Foreman will be paid by FAO at the standard rate of USD 5 per day instead of 3 USD per day as per remaining HHs / beneficiaries.
- h) Liaise with main food vendors in the markets where beneficiaries purchase their food items in order to **ascertain the availability of basic food commodities and commodity price information**; the Service Provider should report to FAO within the first week after signing of the LOA as per format reported under FMT X, **Commodity price information and availability**. The above will be subjected / conditional to the prevailing security context; risks related to this specific activity will be jointly reviewed by FAO and the SP periodically.
- i) Report to FAO .....office in .....on the progress of rehabilitation on a bi-weekly basis using the **Bi-Weekly Progress Update Report format**, as per Annex FMT V ‘CFW Bi-weekly summary report’, which will also be submitted electronically through FAO FMT system. The bi-weekly reports will also allow the SP / be used by FAO to confirm that payment for the given two-weeks implementation time have actually been performed by the money vendor. Submit **one Interim Narrative Report on cash for work activities** as per format under FMT VI Interim report **upon completion** of 40 percent of planned activities or within the 10<sup>th</sup> week from signature of the LoA, whichever comes earlier. As applicable, the interim report **shall include photographic evidence of the progress of rehabilitation works by sending pictures of the respective infrastructure taken before and during rehabilitation**. The report will also **need to provide** adequate information over the precise location of the villages **targeted**.

In relation to the above, the SP shall:

- Provide pictures as per modalities indicated under FMT VI for at least 70 percent of all sites targeted under this LoA;
- Provide FAO with an indication of the geographical location of all villages / settlements assisted by the SP.

Failure to meet the conditions above, FAO shall contact the SPs for the necessary verification and, in case of failure by the NGO to address these, will have the right to terminate the LoA **as per paragraph 5 of the General Conditions**.

j) **Provide training as follows:**

For each canal rehabilitated (if any), provide training to 10 percent of the total beneficiaries selected as Canal Committee members and Farmers on canal operation and maintenance, irrigation practices and water use; each training will consist of a 3 half day session, as detailed in FMT IX- Table I.

For each water catchment rehabilitated (if any), provide training to 10 percent of the total beneficiaries selected as Water Management Committee members on water harvesting techniques, catchment design, maintenance and water hygiene, each of 3 half days sessions as detailed in FMT IX-Table 2.

The training will be finalized at the establishment of water committees for irrigation canals and water tanks, the conduct of which should be in line with the guidelines on establishment of water committees for irrigation canals and water tanks specified under the technical annex that will be provided to the SP by FAO upon signature of the LoA.

For each feeder road rehabilitated (if any), provide training to 10 percent of the beneficiaries on Community Based Rangeland Management and best practice, each of 3 half day sessions as detailed in FMT IX-Table 3.

k) Conduct post project assessment review through household surveys as per format that will be provided by FAO within one month from the NTE of the agreement;

FAO shall:

- Engage with the SP in time to inform them on this requirement and devise training curriculum and timelines for undertaking the assessments,
- Build capacity of NGO staff through training preferably the enumerators or the supervisors.

The post distribution assessment shall be initiated within the 14<sup>th</sup> week from the signature of the agreement but not before the last beneficiary payment has been performed in the field.

l) Submit **final narrative and financial reports** to FAO no later than one month from the end of the project activities using the reporting template FMT VII and FMT VIII. As applicable, the final report shall include photographic evidence of the progress of rehabilitation works by **sending pictures of the respective infrastructure taken before, during and after rehabilitation**. These should be complementary with the pictures provided under the Interim report. The final report should contain a **family life story** for at least 3 beneficiaries and their families as well as precise indications over the location of the villages and infrastructure targeted by the project.

In relation to the above, the SP shall:

- Provide pictures as per modalities indicated under FMT VII for at least 70 percent of all sites targeted under this LoA;
- Provide FAO with a map / information showing the location of at least 80 percent of all targeted infrastructure under this LoA;
- Upon use of remote sensing techniques on a sample of the infrastructure sites locations provided by the SP, ensure that the infrastructure sampled will show a work progress consistent with the SP bi-weekly reports, interim reports and / or final reports;
- Failure to meet the conditions above, FAO shall have the right to terminate the LoA as per paragraph 5 of the General Conditions.

m) **Provide information as may be requested by the external evaluators:** FAO will undertake an exposed external evaluation to verify the quality of work undertaken by the SP. The SP

shall provide the evaluators with all the necessary support to access the areas of implementation and provide all relevant information related to the project as requested by FAO.

### 2.3 Criteria for selection of beneficiaries

In close consultations with local administration, communal elders and relief committees, the SP will identify and select beneficiaries/workers to be involved in the CFW activities based on the following criteria:

1. Should be residents of the local village/district.
2. The Households to be given priority during the selection of workers/beneficiaries should be those with no other sources of incomes, or any form of assistance.
3. Women headed households should be prioritized if they have members of their HH that can provide labor for the CFW activities. At least 30 percent total direct beneficiaries should be women/ women headed households.
4. No household should register more than 1 worker/beneficiary unless all needy households have been given a chance to provide a beneficiary.
5. The registered members shall be the ones to receive the voucher and collect the money for works. A HH can replace its members for certain days of work if the registered worker/beneficiary is not available to go for the work on any particular day.
6. People less than 18 years shall not be registered as workers;
7. In those districts which are coastal, 20 percent of the beneficiaries shall be selected from the fisheries community. The previous selection criteria will also be applied for this percentage of the beneficiaries

**FAO does not tolerate any form of discrimination against ethnical groups, clans, minorities or communities. The Service Provider shall apply the above criteria for selection of beneficiaries without excluding any of these groups from FAO's assistance in the geographical areas where the Service Provider is requested to operate under this Letter of Agreement.**

**The Service Provider shall ensure that the selection of beneficiaries is fair and without prejudice. Any unfair treatment of minority members or groups will result in termination of the LoA in accordance with Article 5 of the general conditions. In any such cases, FAO reserves the right to immediately notify all UN agencies.**

For the HHs the beneficiaries belong to, the SP will identify the relevant focal points that will collect the payments. These are expected to coincide with the actual beneficiaries engaged in rehabilitation works. Few exceptions may be accepted only if properly communicated and approved in writing by the Responsible Officer.

### 2.4 Selection of Cash for Work Activities and Household selection

The selection process should be ideally based upon the modalities / steps listed below. **Final modalities, also in consideration of the available time frame, might vary based upon location and SP choice.** Modalities chosen should be shared with FAO with the first interim narrative report as per FMT VI.

### **Meeting No 1 (District level)**

The first meeting will be between the SP and the district local leaders, which serves as the community entry point. It will be held at the offices of the local leaders, preferably the District Commissioner's office. The meeting is convened subject to availability of all the representatives of clans resident in the district.

This meeting will discuss the project objectives, the possible activities to be undertaken, benefits to the community, duration, roles of stakeholders. Based on the presentations by the Service Provider, the meeting will deliberate on the priority activities, and identify the prospective villages. Villages / communities should be selected in line with the criteria below:

- Villages / communities belonging to Riverine and agro-pastoral livelihood zones;
- Villages / communities that are a predominant source of farm labour for large farmers;
- Villages/ communities belonging to coastal fishing communities;
- Pastoral communities known to have lost most of the animals due to drought.

The meeting with the district authorities will either endorse or reject the proposal by the SP and indicate the reason for the rejection. In the later case subsequent meetings will be convened to solve contentious issues. Once approved, the Service Provider will be given the permission to visit the selected villages, in company of the respective village elder/leader.

Whenever applicable, the SP will keep record of the signed list of participants, agenda and number of meetings conducted.

### **Meeting No 2 (Village/ community level leaders - potentially on the same day of Meeting No 3)**

The second meeting shall be between the SP and the village elders of locations where project activities are foreseen. The meetings shall be attended by stakeholders including local council of elders, relief committee members, women and youth representatives and other special interest groups as recommended by the local councils under the clan leader/ .....

The meeting shall be held at the villages where project activities are foreseen. During the meeting, the SP shall introduce the project (objective, duration, activities, benefits, target beneficiaries) and agree on implementation plans with the beneficiary community. The SP and the village elders shall discuss the project and the process of implementation, the details of the type of activities to be undertaken; the selection criteria of the beneficiaries to be involved shall also be discussed and should include the following:

1. Should be residents of the local village/ district;
2. The Households to be given priority during the selection of workers/beneficiaries should be those with no other sources of incomes, or any form of assistance;
3. Women headed households should be considered if they have members of their HH that can provide labor for the CFW activities. UP to 30 percent total direct beneficiaries should be women/ women headed households. The observance of this criteria should be based upon prevalent cultural norms and may register deviations on a case by case basis;
4. No household should register more than 1 worker/beneficiary unless all needy households have been given a chance to provide a beneficiary;

5. The registered members shall be the ones to collect the voucher and the money for works. A HH can replace its members for certain days of work if the registered worker/ beneficiary is not available to go for the work on any particular day;
6. People less than 18 years shall not be registered as workers;
7. In those districts which are coastal, 20 percent of the beneficiaries shall be selected from the fisheries community. The previous selection criteria will also be applied for this percentage of the beneficiaries.

It shall be made clear that each worker can be employed for a maximum of the agreed working days in the implementation of the cash for work activities. The selection of the beneficiaries process shall offer equitable opportunities to all the targeted households and no more than 1 beneficiary from a household shall be selected unless all households have been considered.

It shall also be made clear that in each community, the SP will select Foremen to supervise the group of workers implementing project activities. Each group shall be composed of about 40 workers (the figure is indicative and might vary locally) and be under the supervision of 1 foreman. The foremen will be part of the SP team but it shall be made clear that the Foremen will keep community elders and FAO monitors informed of the proceedings of the works. The foremen shall be employed for a maximum of the agreed working days in the implementation of the cash for work activities. In all villages where activity will be undertaken, the village council will appoint committees to monitor the activities of the SP and report to the elders and district councils. The list of the committees with their contact details (telephone numbers and email where possible) should be submitted to FAO.

After this meeting, a meeting for all the adult members of the villages will be planned/held. It will be made clear that the selection of the infrastructure will be done after the meeting of all the community members. It shall be held immediately after the meeting with the Local authority.

**Meeting No 3 (Village level, with actual potential beneficiaries – potentially on the same day of Meeting No 2)**

This third meeting will be ideally held between the SP, Local leaders and all the adult community members of villages who are eligible for involvement in infrastructure rehabilitation work. The meeting will discuss the activities to be undertaken, the opportunities for working as beneficiaries as CFW workers and also the selection process of the beneficiaries. The meeting shall also discuss and select the infrastructure to be considered to be improved and rehabilitated.

It shall also include the district local leaders if they chose to attend. The selected activities (works) shall be read out and signed by the elders and the SP.

After this meeting, the SP will get permission to visit all the infrastructure proposed to be rehabilitated/improved and to take dimensions of the infrastructure for computation of workloads.. The SP will then hand over this list to FAO for review and approval of the computation of workloads and beneficiaries per infrastructure.

**Meeting No 4 (Feed-back to local communities on the exact infrastructure to be rehabilitated and bills of work)**

The fourth meeting shall involve all adult members of the community in the villages/ locations where activities will be implemented. The meeting shall be attended by the SP, village elders and all the adults of the villages involved. The FAO field monitor shall also attend this meeting.

The meeting shall confirm the activities that will be implemented based upon the SP field visit to the infrastructure sites. Representatives from each clan/ sub-clan will be mandated to hold separate meetings to identify the most vulnerable from among their HH according to the shares allocated to them, and present to the council for discussion and approval in presence of the SP.

The final list of beneficiaries will then be handed over to the SP in line with Format under FMT III. FAO will ensure that list of activities are checked and returned to the NGOs within 3 working days.

**Meeting No 5 (Final confirmation of works to be performed and authority to proceed)**

The fifth meeting will be with the elders and the community members and this meeting will confirm the activities to be undertaken based upon FAO feed-back (list of infrastructure to be improved and the number of beneficiaries needed for all and each infrastructure). The selected activities (works) and the beneficiaries shall be read out to confirm that they were those identified during the fourth meeting.

From the list of the beneficiaries who have enrolled themselves, a final list shall be agreed and signed and sent to SP. This list shall be the basis for the disbursement of the CFW funds.

Output requirements:

Considering the magnitude of the current crisis in ....., the daily work requirement is to be revised by 2/3 (from 1.5 cubic meters per day to 1 cubic meters per day for canals, from 1 cubic meter to 0.6 cubic meters per day for catchments and from 25 square meters to 15 square meters for bush clearing / road rehabilitation, each compensated at a daily rate of USD 3 dollars for casual labor. Foreman will be compensated at the rate of USD 5 per day, with the same payment mechanisms and frequency as per beneficiary HHs. Foremen will be considered as PART of the target no of HH to be assisted by the SP under this agreement and will also be engaged for a total of 54 working days.

**Beneficiaries and foreman are supposed to work not more than 6 (six) working days a week for up to 54 working days in total.**

2.5 Payment modalities by money vendor

The payment of household focal points selected by the SP will be performed by the money vendor selected by FAO as per following basic modalities:

- a) **Reception of household focal points lists by money vendor:** The Money vendor receives from FAO NBI the list of household focal points provided by the NGO as per point e) , paragraph 2.2 above. The list delivered to the money vendor will indicate: name of household focal points, village they belong to, location of payment, transaction code (blank, to be entered in the field upon payment based upon the data contained in the Payment slip ), phone number accessed by the beneficiary (blank, to be entered in the field upon payment).



- b)** Based upon the locations of payment, the **money vendor will dispatch the lists to the respective field offices** with access to computers and internet, where the forms will be printed and dispatched to the locations where household focal points will collect their payments.
- c)** **Confirmation of beneficiaries payments by money vendor:** the MV will pay the beneficiaries based upon the lists received from FAO (in digital copy) as well as copy (simple photocopy) of original beneficiary lists provided by the SP.
- d)** The filled-in vendor list of household focal points will then be delivered back by field staff to the main Money vendor offices with access to computer and internet, transferred in to the FMT and the info sent back to FAO NBI. The money vendor will keep a copy (simple photocopy) of the beneficiaries lists. The hard copies will then be delivered back to FAO NBI.

2.6 Work plan and Timeframe Duration

**Project activities will be implemented as per sequence indicated here below.** Detailed time frame will depend upon project locations and will be provided by each NGOs / SP through their respective bid documents.

Tentative work plan for cash for work projects .....2012

Description of Activity	WEEK																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Dates																		
Liase with NGOs that have / are implementing interventions of agriculture inputs distribution and of livestock sector support in the same district																		
Mobilize and sensitize regional and district authorities																		
Mobilize and sensitize village communities																		
Provide FAO with the list of communities and targeted HHs FMT I																		
Cooperate with FAO in the identification of the geographical locations of villages not included in FAO reference map.																		
Select and communicate to FAO household focal points and infrastructure to be rehabilitated <b>within 28 days from the signature of the agreement (FMT II and FMT III)</b>																		
Supervise infrastructure rehabilitation work (Organize beneficiaries in groups of 40 each on average) work for 54 days																		
Printing of Payments slips ('vouchers')(Bi-weekly for 8 weeks and once for the 9th week)- <b>FMT IV</b>																		



## 2.7 Monitoring mechanisms and Reporting Requirements

The reports to be submitted by SP are as follows:

1. The copies of the list of communities / villages within 10 days from the signature of this agreement (as per format under FMT I).
2. The copies of the list of beneficiaries and targeted infrastructure within 21 days from the signature of this agreement (as per format under FMT II and FMT III).
3. Bi-Weekly progress updates through FMT as per format that will be shared by FAO before the start of project activities - see FMT V.
4. An interim narrative report to the Responsible Officer (FMT VI) on the CFW activities upon completion of 40 percent of the planned rehabilitation activities including photographic evidence of the progress of rehabilitation works by sending pictures of the respective infrastructure taken before and during rehabilitation.
5. A final narrative and financial report no later than one month from the end of the project activities using the reporting template FMT VII and FMT VIII to the Responsible Officer including an itemized “statement of expenditures” (certified by the Chief Accountant or similar officer of the SP) prior to receiving final payment for the works/services performed, for an amount equivalent to 20 percent of the total value of the LoA. The final narrative report should include detailed information on the trainings undertaken based on the infrastructure rehabilitated.

Monitoring activities will be conducted by FAO ..... staff who will be deployed in the field. More specifically these staff will:

- a) Monitor how Service Provider (SP) select project beneficiaries according to the criteria indicated and procedures detailed above, as well as cross check with beneficiaries records provided by SP;
  - b) Ensure the SP preparation of progress and commodity status reports as per FAO requirements;
  - c) Monitor the performance of the SP field technicians in terms of presence in the field, sites visited per week, number of training sessions conducted and number of farmers attending the sessions;
  - d) Monitor how cash for work activities related to rehabilitation rural infrastructure, in terms of work progress as well as verification of weekly reports of SP against actual canals excavated and length of road rehabilitated;
  - e) Monitoring the correct modalities of training implementation;
  - f) Provide photographic evidence of the activities carried out by the SPs.
6. The SP shall provide the FAO monitoring team with all the necessary support to access the areas of implementation of project activities, including: liaising with local authorities and community organizations, provision of relevant information related to security issues, others as applicable / requested by FAO.
  7. The SP will ensure that a meeting between the relevant field staff and FAO M&E staff assigned to the area takes place within 2 weeks from the start of project activities, in an area and location of mutual agreement.
  8. The SP will ensure the delivery of Local market Commodity price information and availability, as per format under FMT X – ‘Commodity price information and availability’ and based upon local security conditions / context.

3. **Inputs to be provided free of charge by Service Provider**

3.1 List of Inputs

Not applicable

4. **Inputs to be provided in kind by FAO**

4.1 List of Inputs

- FAO will provide cash to each beneficiary in USD equivalent in compensation for casual labour for 54 working days as cash for work payments through the money vendor, at the rate of USD 3 per day, i.e. USD 18 per week, for a total of USD 72 per month. Foremen will be paid by FAO at the rate of USD 5 per day (i.e. USD 30 per week, for a total of USD 120 per month), with the same frequency and modalities as described for beneficiary HHs.
- FAO will also provide an equivalent travel cost, at the estimated amount of USD 3 for each two-ways every two weeks to the beneficiaries.
- In addition to the above and for the purposes of the execution of this agreement:
  - FAO will provide the SP with at least one laptop and corresponding printer. The laptop(s) will have the FMT software pre-loaded. The laptop and printer will have to be returned to FAO upon termination of the agreement;
  - FAO will also ensure the necessary technical support for the use of FMT software, before and during project implementation;
  - Before the start of activities in the field, FAO will ensure the delivery of a complete training to the concerned SP on project context and contractual details, inclusive of IT training on the use of FMT software as mentioned in this agreement and its attachments;
  - Laptops and printers will be provided by FAO within two weeks from the signature of the LoA. These will have to be collected by the SP in key locations in Puntland, Somaliland and South Central regions that will be indicated by FAO;
  - FAO will provide the SP with technical notes related to the selection, mapping, rehabilitation and maintenance of infrastructure targeted under this agreement.

### 5. Detailed Budget (as per revised budget submitted by the SP under RFP 003/CFW/2012)

Expenses	Unit	No of units	Unit rate (US\$)	No. of Months	Total Cost in (US\$)
<b>Human Resources</b>					
<b>Technical staff</b> (please describe title role and activity)					
Water Engineer (Technical advisor for infrastructure and irrigation rehabilitation works). Charging 50% of salary for period	Man month	0.4			
Livelihoods Manager (Managing the livelihoods and conservation works). Charging 50% of salary for period.	Man month	0.4			
Project Officer - Livelihoods (Local staff direct supervision of CFW projects). Charging 100% of salary for period (4.5 months)	Man month	1			
Water Technician (Local staff to provide training to foremen and following up on the project implementation). Two staffs employed for 2 months - committed 100% of time to project	Man month	4			
<b>Community staff</b>					
Livelihoods - Project facilitators (Selected to assist the foremen in recording and checking compliance to work-norms), 1 Facilitator for 100 people	Man month	5			
Finance and Administration Assistant (To facilitate and track payments for workers through service providers). 1 staff @ \$700/ month for 4.5 months	Man month	1			
Driver - project (One driver located in Burao to facilitate movement of technical staff to the field)- 1 driver fully employed in burao for staff movements into field.	Man month	1			
<b>Subtotal Human Resources</b>					
<b>Logistics costs</b> (please quote and describe detailed costs necessary to perform the activities described in the TOA)					
Meetings with NGOs that have / are implementing interventions of agriculture inputs distribution and of livestock sector support in the same district (3 people - Engineer, Livelihoods manager and Project Officer) going out for 3 days @ \$30/ person per diem per day)	3	3			
Meeting between SP field staff and relevant FAO M&E staff (3 people: Engineer, L/Manager and Project Officer- 1 day meeting with FAO M & E Staff - \$15/lunch per person)	3	1			
Meetings with Regional and district authorities for sensitization (3 staffs @ \$30/day per diem for two days in field)	3	2			
Data collection/Assessment of targeted communities for identification and compilation of targeted HHs (FGDs HH surveys). 3 people@ \$30/day per diem for 5 days in field)	3	5			
Mobilization and sensitization meetings with target village communities ( 3 days in field by 3 people@\$30/day)	3	2			
Organizing beneficiaries into groups and Training - of "CMC" ToTs (Three trainers for 5 days @ \$30/ day)	3	5			

Vehicle Hire (including running costs)	1				
<b>Sub-Total Logistics Costs</b>					
<b>Operational costs</b> (please quote and describe detailed costs necessary to perform the activities described in the TOA)					
Market survey: food vendors in the markets -to ascertain the availability of basic food commodities and commodity price information (Once off budgeted @\$500)	1				
Printing of vouchers and distribution (Total budget for 4 months- \$1000)	1				
Stationery and office materials (Budgeted @100/ month for 4 months)	1				
Communications (Telephone costs for 3 staff @100/ month for 4 months)	3				
Bi-weekly monitoring visits & Production of bi-weekly report (2 staffs in field monitoring , data collection and reporting, in field for 2 days@\$30/day - twice in a month for 4 months)	2	4			
Submit one Interim Narrative Report (Once total production - including printing)-\$100	1				
Provide training to beneficiaries (35 groups trained - and each group allocated \$200/ lunch training allowance per group of 40 people)	35				
Conduct post project reviews (35 group meetings - 1 day per group @ \$200/ lunch allowances for group [i.e. \$5/individual lunch])	35				
Submit final narrative and financial reports (including printing and production costs - once off : \$200)	1				
Utilities (rates, electricity, water): \$100/month for 4 months	1				
<b>Sub-Total Operational Costs</b>					
<b>Subtotal logistic and Operational costs</b>					
<b>Management Costs (7% of Total costs)</b>					
<b>Total eligible costs of the LOA</b>					

**6. Responsible Officer**

, .....FAO CFW Coordinator;  
.....@fao.org  
FAO .....

The Responsible Officer as named above will manage and monitor the proper implementation of the Agreement on behalf of FAO and certify to the Budget Holder that the terms of the Agreement have been satisfactorily met and that appropriate payments can be made.

**7. Reimbursements**

The Service Provider will reimburse FAO for any overpayments that may have been effected or excess funds, which may remain after completion of the services/work.



**FMT I: Village Registration Form (hard copy)**

*Note: forms details might be subjected to modifications / updates during project implementation. These will be timely communicated by FAOSO / made*

<b>CFW Village Registration</b>		District:		NGO:			Staff Name:			Meeting Date:		# Council Members Attending:			
Council Member 1 Name:				Council Member 2 Name:				Council Member 3 Name:				Council Member 4 Name:			
Council Member 1 Telephone:				Council Member 2 Telephone:				Council Member 3 Telephone:				Council Member 4 Telephone:			
Village Name & Site Name	Livelihood Zone	Suffer large loss of animals in the 2011 drought?	Large population displaced during the 2011 drought?	Is major source of agriculture laborers?	Is village hosting large amounts of IDPs?	Was the village affected by floods in 2012?	Activities (select only one activity per row)	Total # beneficiaries	Total work days	Total USD (including transport when applicable)	Payment Location (money vendor OR on site)	Expected Start Date	Elder Name	Elder Telephone	
Village:	Agro-Pastoral	Yes	Yes	Yes	Yes	Yes	Canals						1		
Site:	Fishing Riverine Urban	No	No	No	No	No	Catchments  Roads						2		
Village:	Agro-Pastoral	Yes	Yes	Yes	Yes	Yes	Canals						1		
Site:	Fishing Riverine Urban	No	No	No	No	No	Catchments  Roads						2		
Village:	Agro-Pastoral	Yes	Yes	Yes	Yes	Yes	Canals						1		
Site:	Fishing Riverine Urban	No	No	No	No	No	Catchments  Roads						2		

*available in soft copy as applicable.*

**FMT II: Infrastructure Technical Specifications Forms**

*Note: forms details might be subjected to modifications / updates during project implementation. These will be timely communicated by FAOSO / made available in soft copy as applicable.*

CFW Infrastructure Specification Form Water Catchments	District:		NGO:			Foreman name 1:				Foreman Number:			
	Date:		Staff Name:			Foreman name 2:				Foreman Number:			
Catchment Name	Village Located	Current length (m)	Current Width (m)	Current Depth (m)	Proposed length (m)	Proposed width (m)	Proposed depth (m)	Volume to excavate (m <sup>3</sup> )	Workload (M <sup>3</sup> / person/day)	Total Work Days	Number of beneficiaries	Payment rate (USD/0.6 m <sup>3</sup> )	CFW Payments (USD)

CFW Infrastructure Specification Form Canals	District:		NGO:				Foreman name 1:				Foreman Number:			
	Date:		Staff Name:				Foreman name 2:				Foreman Number:			
Canal Name	Village Located	Current length (km)	Current Width (m)	Current Depth (m)	Proposed width (m)	Proposed depth (m)	Volume to excavate (m <sup>3</sup> )	Workload (M <sup>3</sup> / person/ day)	Total Work Days	Number of Beneficiaries	Payment rate (USD/ 1 m <sup>3</sup> )	Payment (USD)	Proposed Ha after rehabilitation	Proposed number of Farmers Served after rehab

CFW Infrastructure Specification Form Roads	District:		NGO:			Foreman name 1:			Foreman Number:	
	Date:		Staff Name:			Foreman name 2:			Foreman Number:	
From Village	To Village	Length (km)	Current Width (m)	Proposed width (m)	Area to clear bush (m <sup>2</sup> )	Workload (M <sup>2</sup> / person/ day)	Total Work Days	Number of Beneficiaries	Payment rate (USD/ 15 m <sup>2</sup> )	Payment (USD)

**FMT III: Beneficiary Registration Form – hard copy**

*Note: forms details might be subjected to modifications / updates during project implementation. These will be timely communicated by FAOSO / made available in soft copy as applicable.*

CFW Beneficiary Registration Form		District:					Date:					NGO:				
		Village:					Pay Location:					Staff:				
HH ID	HH Worker Name	Type	Age	Gender	HH Head Age	HH Head Gender	HH Size	Livelihood	Assets	Income Sources	Poor FHH	# children < 14 years	Status	Beneficiary telephone number	Finger Print (Left index)	
		Worker		M		M		Agro-Past					Host			
		Foreman		F		F		Pastoral	Have Few	Remittances	Y		IDP			
								Fishing		Other projects						
								Riverine	Lost many	Zaqaat	N		Returnee			
								Urban								
		Worker		M		M		Agro-Past					Host			
		Foreman		F		F		Pastoral	Have Few	Remittances	Y		IDP			
								Fishing		Other projects						
								Riverine	Lost many	Zaqaat	N		Returnee			
								Urban								
		Worker		M		M		Agro-Past					Host			
								Pastoral	Have Few	Remittances	Y		IDP			
								Fishing		Other projects						

		Foreman		F		F		Riverine Urban	Lost many	Zaqat	N		Returnee		
--	--	---------	--	---	--	---	--	-------------------	-----------	-------	---	--	----------	--	--

**FMT IV: Household focal person Payment Slip**

*Note: forms details might be subjected to modifications / updates during project implementation. These will be timely communicated by FAOSO / made available in soft copy as applicable.*

ID	NAME	AGE	DISTRICT	VILLAGE	PAY LOCATION	TRANSACTION CODE	DATE
XX	XXX	XX	XX	XX	XXXXXX	XXXXXX	XXX
<b>WORK DAYS</b>	<b>B-Type</b>	<b>TRAVEL PAY</b>	<b>AMOUNT OWED</b>	<b>NGO STAMP HERE</b>		<b>FINGER PRINT</b>	
XXX	XXX	XXX	XXX				

**FMT V: CFW Bi-Weekly Summary Report**

CFW Bi-Weekly Summary Report	District:			From Date:			Staff Name:			
	NGO:			To Date:			Telephone #:			
Village Name	Infrastructure name	Infrastructure Type	Volume (m2 or m3)	# total workers	# male	# female	Number of Days Worked	Amount Paid (USD)	Pay Location	Pay Date
		Canal Catchment Road								
		Canal Catchment Road								
		Canal Catchment Road								
		Canal Catchment Road								
		Canal Catchment Road								
		Canal Catchment Road								
		Canal Catchment Road								



**FMT VI**

**INTERIM NARRATIVE REPORT to be annexed to Interim payment requests**

*Both the interim and final narrative reports have to be sent by e-mail to FAO- offices in ..... to the attention of .....@fao.org and and copied to .....@fao.org, .....@fao.org, .....@fao.org and each Thursday by closing of business.*

*Hard copy of the **reports** has to be presented to the FAO office in Nairobi within 15 days from the deadline.*

<b>Service Provider</b>		<b>Reporting Period</b>	<b>From:</b>	<b>To:</b>
<b>Area of intervention</b>	<b>Region/s</b>		<b>District/s</b>	

**1. General Progress Report**

*Review the progress made so far against the work plan*

<b>Project activity targets as per the LOA (Units, HH, numbers etc)</b>	<b>Actual achievements up to the date of reporting</b>	<b>Remarks (Actions / Recommendations)</b>
Rehabilitation of irrigation canals		Actions / Recommendations:
Rehabilitation of water catchments		Actions / Recommendations:
Rehabilitation of feeder roads/ bush clearing		Actions / Recommendations:
Training of farmers and committees		Actions / Recommendations:

**2. Community add Beneficiaries Listing and process followed for the selection of communities and beneficiaries**

*The Service provider will illustrate the procedure followed for the selection of communities and beneficiaries and any major discrepancy with the guidelines provided by FAO under Annex 1 – Terms of Agreement.*

*Here, it should include notes on any meetings held with NGOs already funded by FAO in the area for activities of inputs distribution and livestock support, as well as a resume of the suggested meetings held with district authorities and village elders for the village and HH selection. With this regard, the NGO should specify at least place and date of each meeting.*

**3. Photographic evidence of works performed**

*Please include here pictures of the respective infrastructure taken before (compulsory) and during (if applicable) rehabilitation. There should be at least one take for each of the schemes / infrastructure supported as per modalities / guidelines below.*

For **water catchments**, one photograph for each catchment should be taken in such a way as to show the full surface of the water catchment. The second photograph should be taken to show one edge of the water catchment in a location identifiable in the full view photograph.

PHOTOGRAPH	PHOTOGRAPH
Full view of _____ water catchment	Section at edge of the _____ water catchment

For **roads**, photographs should be taken at 3 different locations of each road. The photograph should capture the two sides of the road at the point where this is taken.

PHOTOGRAPH	PHOTOGRAPH	PHOTOGRAPH
_____ Road at section ____km from ____village	_____ Road at section ____km from ____village	_____ Road at section ____km from ____village

For **canals**, photographs should be taken at three different locations for each canal. The photograph should capture the two banks of the canal at the point where this is taken.

PHOTOGRAPH	PHOTOGRAPH	PHOTOGRAPH
_____ canal at a section ____m from intake	_____ canal at a section ____m from intake	_____ canal at a section ____m from intake

#### 4. Mapping of targeted infrastructure

*At the time of submitting the Interim report, the SPs should attach a map showing the location of all targeted villages within the district. The map will be provided by FAOSO. If such map will not have been provided by FAOSO in time for the SP interim report deadline, the SP will use a map of its choice/ format. The map will have to be annexed to the report in both hard and soft copy. If soft copy cannot be integrated in to the report due to technical reasons, hard copy will suffice.*

*Whenever compatible with the security context, the SP should provide GPS coordinates of the targeted villages.*

## 5. Problems encountered

*State the problems encountered during the implementation of the activities and action taken or requested to resolve them. Any observations on villages and HH selection criteria (such as suggested changes / improvements) should also be reported here / in this section.*

## FMT VII

### FINAL NARRATIVE REPORT

<b>Service Provider</b>		<b>Reporting Period</b>	<b>From:</b>	<b>To:</b>
<b>Area of intervention</b>	<b>Region/s</b>	<b>District/s</b>		

### Table of contents

*It should list the main chapters of the final report including a list of the acronyms, of the maps and pictures, and of the annexes (if any)*

### Executive Summary

*The executive summary should highlight the essential elements of the action, present results achieved (as per result based indicators specified in the ToA), activities conducted (as per definition of activities specified in the ToA), information about the beneficiaries, and inputs provided. The executive summary should not exceed 15 lines.*

## 6. Objectives and Outcomes achieved

*In this section the results achieved based on the indicators (as per ToA) should be presented.*

## 7. Beneficiaries

*The actual number of beneficiaries (direct and indirect) divided per Region, per District, per activities and gender (as indicated in the table below). Number of beneficiaries that received more inputs / benefits from the action (overlapping) should be specified and justified.*

## 8. Project Implementation

### 3.1 Activities implemented

*Brief descriptions of the activities implemented against activities planned should be provided presenting (if any) the discrepancies between activities implemented and planned.*

### 3.2 Other project activities

*Highlight activities not included in the initial plan that have been implemented justifying the reason.*

## 9. Impact and sustainability

*Present the impact of the action and its expected sustainability. Here, the final report should contain a **family life story** for at least 3 beneficiaries and their families*

## 10. Photographic evidence of works performed

*Please include here pictures of the respective infrastructure taken before, during and after rehabilitation. There should be at least one take, from approximately the same position and at three different times as above, for each of the schemes / infrastructure supported as per modalities / guidelines below:*

For **water catchments**, one photograph for each catchments should be taken in such a way as to show the full surface of the water catchment. The second photograph should be taken to show one edge of the water catchment in a location identifiable in the full view photograph.

PHOTOGRAPH	PHOTOGRAPH
Full view of _____ water catchment	Section at edge of the _____ water catchment

For **roads**, photographs should be taken at 3 different locations of each road. The photograph should capture the two sides of the road at the point where this is taken.

PHOTOGRAPH	PHOTOGRAPH	PHOTOGRAPH
_____ Road at section ____ km from ____ village	_____ Road at section ____ km from ____ village	_____ Road at section ____ km from ____ village

For **canals**, photographs should be taken at three different locations for each canal. The photograph should capture the two banks of the canal at the point where this is taken.

PHOTOGRAPH	PHOTOGRAPH	PHOTOGRAPH
_____ canal at a section ___m from intake	_____ canal at a section ___m from intake	_____ canal at a section ___m from intake

### 11. Mapping of targeted infrastructure

*At the time of submitting the Final report, the SPs should attach a map showing the location of all targeted villages and at least 80 percent of all infrastructures rehabilitated under this LoA. The map and relevant support for image gathering will be provided by FAO.... If such support will not have been provided by FAO.... in time for the SP final report deadline, the SP will use a map of its choice/ format. The map will have to be annexed to the report in both hard and soft copy. If soft copy cannot be integrated in to the report due to technical reasons, hard copy will suffice.*

Whenever compatible with the security context, the SP should provide GPS coordinates of the targeted infrastructure, as follows:

For water tanks: one single coordinate close to the tanks bank

For roads and irrigation canals: one coordinate at the beginning/first end of the section to be rehabilitated / constructed, one coordinate in the middle and one coordinate at the other end.

### 12. Recommendations and conclusions

*State the problems encountered during the implementation of the activities and action taken or requested to resolve them. Any observations on villages and HH selection criteria (such as suggested changes / improvements) should also be reported here / in this section.*

## **FMT VIII**

### **FINAL FINANCIAL REPORT**

#### **1. Certification of proper utilization of the funds**

*The certification of proper utilization of funds serves as the covering letter for the presentation of the final financial report. It should include project's details (title and code) the amount of funds received, funds utilized, period covered by the LOA, the statement "funds received from FAO have been properly utilized for the purpose indicated in the LOA (No. of the LOA)". The declaration should list as attachments all the documents comprising in the final financial report (Financial Statement, Expenditures List, Certified copy or original of all financial supporting documents).*

#### **2. Financial Report**

*Certified financial report in the format indicated below reflecting as much as possible the description of expenditures, unit, number of unit and unit rate of the budget presented in the Annex. It has to be stamped and signed by the responsible officer of the implementing partner.*

#### **3. Expenditures List of all supporting documents**

*The list of transaction is a record of all supporting documents chronologically ordered and grouped per budget headings and budget lines. All supporting documents have to be pasted on paper indicating the project title, project number, budget heading, budget line, description of expenditure, total amount and currency.*

#### **4. List of supporting documents**

*The originals of all supporting documents including invoices, receipts contracts, etc. evidencing arrangements and payments for **eligible expenses** under the LoA (that will be returned to the implementing partner) and photocopies of the same (that will be kept in FAO ..... office) have to be grouped following the order expressed in the transaction list.*

Final financial report for an LOA is considered complete only when all above listed document are submitted

**FINANCIAL REPORT FORMAT**

**Name:**

**Project code:**

**Letter of Agreement  
number:**

**Financial Reporting period:**

Budget code	Description	Budget as per LoA					Expenditures incurred						
		Unit	# Units (a)	Unit cost (in USD) (b)	No of months (c)	Costs (in USD) (a)*(b)*(c)	Unit	# Units (d)	Unit cost (in USD) (e)	No. of months (f)	Total cost of the period (in USD) (d)*(e)*(f)	Variance	% Variance
	<b>Grand Total</b>												



Prepared by:

Name

Position

Signature

Certified by:

Name

Position

Signature

**Project Title:**

**Project OSRO/SOM/./...**

**LOA No:**

**Transaction listing (also known as Itemized statement of expenditures) format:**

<b>ID</b>	<b>Document Date</b>	<b>Description</b>	<b>FAO Budget Line code</b>	<b>FAO Account Name</b>	<b>Mode Of Payment</b>	<b>Currency</b>	<b>Amount</b>	<b>Amount in USD</b>
								<b>Sub Total</b>
								<b>Sub Total</b>

									<b>Sub Total</b>
									<b>Sub Total</b>
<b>Sub Total</b>									
<b>Grand Total</b>									

Date:-----

To:

Mr. ....

Budget Holder/Agriculture Sector Coordinator

FAO .....

**Certificate of Proper Utilization of Funds Under Letter of Agreement No .....**

This is to certify that the total expenditure made for the period ----- to ----- was USD ----- (-----); the funds provided by FAO to meet the expenditure, have been properly utilized for the purpose intended in accordance with the Letter of Agreement as mentioned above.

The following documents are submitted as evidence that the funds received form FAO were indeed utilized for the purpose intended:

- Financial Report for the period ----- to -----, inclusive of transaction list and supporting documents/receipts.

This is also to certify the correctness of the above mentioned accounts and supporting documents/receipts..

Your Faithfully,

Signature:-----

Name:-----

Title:-----

Official stamp

**FMT IX : Training Guidelines**

**FMT IX Table I: Guidelines for training canal committee members and users**

<b>Day</b>	<b>Lesson</b>	<b>Duration</b>	<b>Topics to be covered</b>	<b>Approach</b>	
Day 1	Lesson 1	3 hours	What is irrigation?	Participatory learning approach to be applied in all sessions	
Day 1	Lesson 2		Factors which determine water requirements		
Day 1	Lesson 3		Planting and spacing requirements		Figure 1 , 2 and 3 for demonstration
Day 1	Lesson 4		Water requirements for irrigation farming		
Day 2	Lesson 1	3 hours	Factors that determine how often to irrigate crops		
Day 2	Lesson 2		Irrigation methods- Discussion on 3 levels of irrigation: Water abstraction level, Water conveyance level and Water application level.		
Day 2	Lesson 3	3 hours	Water losses in irrigation schemes	Field demonstrations using figures 4 and 5- Group work	
Day 2			Field visitation to identify sources of water loss through infiltration, evaporation and leaks via canal banks and learn how to minimize the losses		
	Lesson 4	3 hours	Good irrigation practices	Demonstrations using figures 4,5 and 6	
Day 3	Lesson 4		Plenary session discussion on best time for irrigation, management and maintenance of abstraction points, maintenance of canals & maintenance of water division structures		

Day 3	Lesson 4		Land preparation process- Ploughing, basins, canals and recommended dimensions	
Day 3	Lesson 4		Submission of training report to include list of participants desegregated by gender and age, achievements challenges and recommendations	

***FMT IX Table II: Training schedule for water catchment committees (Half day sessions)***

<b>Day</b>	<b>Topics/ Activity</b>	<b>Sub-Topics</b>	<b>Methodology</b>
Day 1	Site selection for water catchment construction	Factors to consider	Brain storming with participants
Day 1		Recap of plenary discussions	
Day 1			Visit to existing water catchment
Day 1	Maintenance of water catchments	Rain water harvesting	Presentation/ Lecture
Day 2		Routine management practices and cost	Plenary session and recap by facilitator
Day 2		Options for water distribution- to human and animals	Plenary session and recap by facilitator

Day 2		Protection of water catchment areas	
Day 2	Water quality	Water hygiene	
Day 2		Local purification methods applicable in the village setting	Plenary and group work sessions
Day 3		Improved/ chemical purification methods	Lecture
Day 3	Sustainable use of communal water catchments	Avenues for income generation	Plenary session
Day 3		Expenditure incurred	Plenary session
Day 3		Review of past records and lessons learnt	
Day 3		Record keeping (Income and expenditure)	Lecture and presentation by treasurer
Day 3		Action points	Work plan for the next 12 months
			Target setting
			Annual budget preparation
		<b>Closure</b>	

**FMT IX Table III: Training guide on environmental conservation**

<b>Day</b>	<b>Lesson</b>	<b>Duration</b>	<b>Topics to be covered</b>	<b>Approach</b>
Day 1	Lesson 1	3 hours	What is environment? Define the factors which determine a good environment for you and your dependants	Participatory learning approach to be applied in all sessions
Day 1	Lesson 2		Environmental factors within our control versus factors we cannot control.	
Day 1	Lesson 3		What is environmental conservation?	
Day 1	Lesson 4		What actions to take to conserve our environments	
Day 2	Lesson 1	3 hours	Community based environmental conservation;	Group discussion on rangeland management and conservation
Day 2	Lesson 2		Presentation of group findings: Water management Forestry and range and Grazing management.	
Day 3	Lesson 3	3 hours	Effects of how livestock rearing on environment	Group work and presentations
Day 3			Field visitation to identify impacts of human settlements, livestock and climate change on the environment  Discussion on lessons learned and recap of the whole training Evaluation and closure	

### FMT X - Commodity price information and availability

<b>CFW Weekly Commodity Prices</b>	District:	Village:	Staff Name:	
	NGO:	Date:	Telephone #:	
Which local market is most used by beneficiaries?			Vendor Name:	Telephone:
What is average distance from project site to this market?			Vendor Name:	Telephone:
Commodity	Price	Supply		
White Sorghum 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
White Sorghum Bag/50kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Red Sorghum 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Red Sorghum Bag/50kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Yellow Maize 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Yellow Maize Bag/50kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
White Maize 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
White Maize Bag/50kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Wheat Grain 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Wheat Flour 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Cowpeas 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Sugar 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Tea leaves 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )



		above normal ( )	below normal ( )	not available ( )
Salt 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Grinding costs 1kg		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Local Sesame Oil 1L		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Vegetable Oil 1L		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Fresh Camel Milk 1L		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Fresh Cattle Milk 1L		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Exchange Rate				
Somali Shillings/USD		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )
Somaliland Shillings/USD		surplus ( )	normal ( )	scarce ( )
		above normal ( )	below normal ( )	not available ( )

**Annex 4: Template of contract with a private financial entity for services of money transfer**

**CONTRACT No 11/028/S**

between

**The Food and Agriculture Organization of the United Nations**

the headquarters of which is  
situated in Rome, Italy

and

**Company name**  
established and existing under  
the laws of: **Country**  
with its registered offices located at:  
**Full address of company**  
**Telephone**  
**E-mail:**

**ARTICLE 1 – INTRODUCTION**

This Contract is made between the Food and Agriculture Organization of the United Nations, hereinafter referred to as the “Organization”, and **Company name**, hereinafter referred to as the “Contractor”, for the purpose of:

*Money Transfer Services in **Country***

**ARTICLE 2 – DESCRIPTION AND SCHEDULE OF SERVICES TO BE PERFORMED**

- (a) The Contractor hereby agrees to provide the services for the Organization as set forth in **Annex I “Description of Services”**.
- (b) The Contract is valid immediately upon signature by both parties and shall remain in force until the services have been satisfactorily provided for a period of **one (1) calendar year**.
- (c) For the purposes of this Contract the Organization has designated as its Contract Manager, **Mr/Ms Name, Title**.

**ARTICLE 3 – TERMS OF PAYMENT**

- (a) In full consideration of complete and satisfactory performance of the services under this contract, the Organization shall pay the Contractor a fee of **X%**.
- (b) Upon receipt of invoices, the Organization shall make payment(s) as foreseen in **Annex I** of the present Contract.
- (c) The Contractor shall reimburse the Organization for costs incurred by the Organization for procurement of alternative services due to the Contractor’s fault.
- (d) Invoices shall be submitted, duly approved by the Organization’s Contract Manager, and shall be forwarded to the address given below for settlement:

**Full FAO office Address**

#### **ARTICLE 4 – CONTRACTOR’S RESPONSIBILITIES**

- (a) The Contractor shall, for the purpose of this Contract, have the status of an independent contractor and shall be fully responsible, in particular, for the acts or omissions of its employees, agents or other representatives, and authorized subcontractors shall not be considered in any respect as being employees or agents of the Organization.
- (b) The Contractor shall have the sole and full responsibility for the performance of its obligations under this Contract; except as may be provided for in this Contract or in a written authorization by the Organization, the Contractor shall not enter into any subcontracts or otherwise assign, transfer or charge to any third party any of its rights or obligations under this Contract.
- (c) The Contractor shall immediately report any change in its legal status or in its control to the Organization which shall thereupon have the right to terminate this Contract.
- (d) Should the Contractor become insolvent or bankrupt, the present Contract shall be deemed to have been terminated as of right.

#### **ARTICLE 5 – PROHIBITED PRACTICES**

The Contractor shall observe the highest standard of ethics during the procurement and execution of this Contract and will not engage in any corrupt, fraudulent, collusive or coercive practices, and agrees to adhere to the United Nations Supplier Code of Conduct which can be viewed at [http://www.un.org/depts/ptd/pdf/conduct\\_english.pdf](http://www.un.org/depts/ptd/pdf/conduct_english.pdf).

#### **ARTICLE 6 – INTELLECTUAL PROPERTY AND OTHER PROPRIETARY RIGHTS**

The Organization shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how or documents and other materials which the Contractor has developed for the Organization under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or in the course of, the performance of this Contract. At the Organization’s request, the Contractor shall take all necessary steps, execute all necessary documents and generally assist in securing such proprietary rights and transferring or licensing them to the Organization in compliance with the requirements of the applicable law and of the Contract.

#### **ARTICLE 7 – PUBLICITY, AND USE OF THE NAME OR EMBLEM OF THE ORGANIZATION**

Unless authorized in writing by the Organization, the Contractor shall not advertise or otherwise make public that it has a contractual relationship with the Organization, nor shall the Contractor in any manner whatsoever use the name or emblem of the Organization, or any abbreviation of the name of the Organization.

#### **ARTICLE 8 – CONFIDENTIALITY**

The Contractor, its employees, agents or other representatives, and authorized subcontractors, shall treat as confidential all the information, be it in written, digital or oral format, they are provided with or in any way privileged to as a result of their performance under this Contract. This provision shall survive expiration or termination of this Contract.

## **ARTICLE 9 – TAX EXEMPTION**

Article III, Section 9, of the Convention on the Privileges and Immunities of the Specialized Agencies provides, *inter alia*, that the Organization, its assets, income and other property shall be exempt from all direct taxes, except charges for public utility services, and shall be exempt from customs restrictions, duties and charges of a similar nature in respect of articles imported or exported for its official use. In the event that any government authority refuses to recognize the exemptions of the Organization from such taxes, restrictions, duties or charges, the Contractor shall immediately consult with the Organization to determine a mutually acceptable procedure.

## **ARTICLE 10 – CONFLICT OF INTEREST**

The Contractor warrants that no official, staff member or representative of the Organization or any family member of any such person has any interest in, or derives any benefit from, this Contract. The Contractor shall take all reasonable precautions to avoid any conflict of interest in the implementation of the services and shall inform the Organization without delay of any situation constituting or likely to entail a conflict of interest.

## **ARTICLE 11 – CHANGES AND AMENDMENTS**

Any changes, amendments or modifications to this Contract shall be made in writing and on the basis of mutual consent of the parties.

## **ARTICLE 12 – DELAYS AND LIABILITIES**

- (a) The Contractor shall notify the Organization in writing no later than five (5) days after the date of a delay in the performance of this Contract becomes known.
- (b) The Contractor shall remain liable for delays in delivery of goods and service when equivalent goods and services can be obtained from other sources in good time. If the Contractor fails to make delivery or perform in the time required, the Organization may suspend or cancel all or part of this Contract, obtain said goods or services elsewhere, make corresponding adjustments to any payments that may be due to the Contractor and/or, in the event of default or delay attributable to the Contractor, assess both actual and liquidated damages.
- (c) The Contractor shall remain liable for excess costs and damages caused to the Organization by such failure or delay, except where such failure is due to causes attributable to the Organization or causes beyond the control, fault or negligence of the Contractor. The Organization's determination as to the effects of delay, particularly regarding adjustments to compensation, shall be binding.
- (d) The Contractor hereby indemnifies and holds the Organization harmless from and against any and all claims, damages and losses, including costs in connection therewith, for any injury to its employees or third parties or destruction of property of third parties, arising out of or connected to the Contractor's work or performance under this contract.
- (e) The Contractor shall make provision for adequate insurance to cover such risks as damage to property and injuries to persons, as well as third party liability claims.

## **ARTICLE 13 – CONFIDENTIALITY**

The Contractor, its employees, agents or other representatives, and authorized subcontractors, shall treat as confidential all of the information, be it in written, digital or oral format, they are provided with or in any way privileged to as a result of their performance under this Contract. This provision shall survive the expiration or termination of this Contract.

## **ARTICLE 14 – TERMINATION**

- (a) The Organization shall have the right to terminate this Contract in the following cases:
- (i) for unforeseen causes beyond the control of the Organization;
  - (ii) in the event, on the Contractor's side, of bankruptcy, winding up, insolvency, transfer of business, Company Voluntary Arrangement;
  - (iii) repeated and/or serious non compliance with laws and regulations related to social contribution, safety measures, pollution, prevention of injuries in the work place;
  - (iv) serious contractual breaches compromising the normal performance of the services under this Contract;
  - (v) transfer to third parties, either directly or indirectly through an intermediary, of all or part of the rights and obligations pertaining to the services under this Contract, except for subcontracts duly authorized by the Organization;
  - (vi) gross negligence;
  - (vii) unjustified delay in the execution of the services, so as to substantially prejudice the achievement of the Organization's objectives under this Contract;
  - (viii) default in the submission of the performance bond, if applicable;
  - (ix) non compliance with the requirements of Article 4 paragraph (c) of this Section with regard to changes in the Contractor's legal status or control.
- (b) If this Contract should be terminated, the following shall apply:
- (i) the Organization shall complete all payments which may be due up to the effective date of termination;
  - (ii) the Contractor shall deliver all work in process and in any event shall take all reasonable measures to avoid any loss or deterioration of goods, equipment, materials or supplies, or any other damage;
  - (iii) the Organization shall pay to the Contractor any sum which is determined by the Organization as equitable for any work in progress.
- (c) Adjustments to consideration and any claims arising from or connected with the termination of the Contract shall be dealt with in accordance with the pertinent provisions of this Contract.
- (d) Notices of termination shall specify the reasons for termination and take effect at the earliest ten (10) days after receipt thereof by the addressee, it being understood that the provisions of this Contract applicable to the winding up of the Contract, the liquidation of claims and the settlement of disputes shall remain in force for such additional period as may be necessary.
- (e) The Contractor agrees to undertake all reasonable efforts to ensure that none of the funds received from FAO under this Contract are used to provide support to individuals or entities (i) associated with terrorism, as included in the lists maintained by the UN Security Council pursuant to its Resolutions 1267 (1999), 1844 and 1916, or (ii) that are the subject of

sanctions or other enforcement measures promulgated by the UN Security Council. This provision must be included in all subcontracting arrangements or assignments entered into under this Contract.

The Contractor acknowledges and agrees that the provisions of this Article constitute an essential term of this Contract and any breach of these obligations and warranties shall entitle FAO to terminate this Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind of FAO.

#### **ARTICLE 15 – SETTLEMENT OF DISPUTES**

- (a) Any dispute between the Parties concerning the interpretation and the execution of the Contract shall be settled by negotiation between the Parties. If the dispute is not settled by negotiation between the Parties, it shall, at the request of either party, be submitted to one conciliator. Should the Parties fail to reach agreement on the name of a sole conciliator, each party shall appoint one conciliator. The conciliation shall be carried out in accordance with the Conciliation Rules of the United Nations Commission on International Trade Law, as presented in force.
- (b) Any dispute between the Parties that is unresolved after conciliation shall, at the request of either party, be settled by arbitration in accordance with the Arbitration Rules of the United Nations Commission on International Trade Law.
- (c) The conciliation or the arbitration proceedings shall be conducted in the language in which the Contract is drafted provided that it should anyway be one of the six (6) languages of the Organization (Arabic, Chinese, English, French, Russian and Spanish). In cases in which the language of the Contract is not a language of the Organization, the conciliation or the arbitration proceedings shall be conducted in English.
- (d) The Parties may request conciliation during the execution of the Contract and anyway not later than twelve (12) months after the completion, expiry or termination of the Contract. The Parties may request arbitration not later than ninety (90) days after the termination of the conciliation proceedings.
- (e) The arbitral tribunal shall have no authority to award punitive damages. The Parties shall be bound by any arbitration award rendered as a result of such arbitration as the final adjudication of any such dispute.

#### **ARTICLE 16 – PRIVILEGES AND IMMUNITIES**

Nothing in this Contract or in any document or arrangement relating thereto shall be construed as constituting a waiver of the privileges or immunities of the Organization, nor as conferring any privileges or immunities of the Organization on the Contractor or its employees. Nothing in this Contract shall imply acceptance by the Organization or the jurisdiction of the courts of any country over disputes arising out of this Contract.

#### **ARTICLE 17 – APPLICABLE LAW**

Subject to any specific provision herein, this Contract and any dispute arising therefrom shall be governed by general principles of law, to the exclusion of any single national system of law. General principles of law shall be deemed to include the UNIDROIT Principles of International Commercial Contracts of 2004.

**ARTICLE 18 - SEXUAL EXPLOITATION**

The Contractor shall take all appropriate measures to prevent sexual exploitation or abuse of any beneficiary of the services provided under this contract, or to any persons related to such beneficiaries, by its employees or any other persons engaged and controlled by the Contractor to perform any services under the Contract. For these purposes, sexual activity with any person less than eighteen years of age shall constitute the sexual exploitation and abuse of such person. In addition, the Contractor shall refrain from, and shall take all reasonable and appropriate measures to prohibit its employees or other persons engaged and controlled by it from exchanging any money, goods, services, or other things of value, for sexual favors or activities, or from engaging in any sexual activities that are exploitive or degrading to any beneficiary of the services provided under this contract or to any persons related to such beneficiaries. The Contractor acknowledges and agrees that the provisions hereof constitute an essential term of the Contract and that any breach of these provisions shall entitle the Organization to terminate the Contract immediately upon notice to the Contractor, without any liability for termination charges or any other liability of any kind.

**ARTICLE 19 – ENTRY IN FORCE**

This Contract shall enter into force upon the signature of both Parties. The Contractor must sign two (2) copies of this Contract and return one (1) to the Organization’s Contract Manager indicated in Article 2 (c).

**ARTICLE 20 – NOTICES**

(a) Any notice affecting the rights or obligations of either party to this Contract shall be given in writing and delivered in person or by registered mail to the addresses given below:

(i) To the Organization:

*Full address*

(ii) To the Contractor:

*Full address*

(b) Notice shall be considered as effected on the date of delivery to the addressee.

Signed on behalf of **the Food and Agriculture Organization of the United Nations:**

Signed on behalf of **Company:**

Signature .....

Signature .....

**Name and Title (Print)**

**Name and Title (Print)**

Date .....

Date .....

## DESCRIPTION OF SERVICES

### A. Maintenance of accounts for all FAO offices

A.1 The Contractor will open and maintain accounts in the name of all **FAO-Country** office.

A.2 The Contractor will provide the services described in Section B below, in accordance with instructions duly signed by signatories whose specimen signatures will be provided by the **FAO-Country** office in **City**. Instructions are sent either by fax or by email.

A.3 For all payments described in Section B below, the Contractor will invoice at a frequency ranging from weekly to monthly.

A.4 The Contractor will provide itemized statements for Section B of all activity by account with every invoice and by calendar month. The statements will include all payments, credits, commissions and reimbursements, and have a beginning and ending balance.

A.5 The Contractor will receive a payment advice for every reimbursement made by **FAO-Country** under Section B, which will cite the Contractor's invoice number, date and total amount; the total amount paid and the EFT number issued by **FAO-Country's** bank; and in the event of a difference between the total amounts of the invoice and payment, the details of any entries unpaid and reasons for non-payment.

A.6 Monthly reconciliation of statement of account for Section B has to be done by 10<sup>th</sup> of every month.

### B. Delivery of USD cash against Payment Authorizations

*Payment Authorization is the instrument used by **FAO-Somalia** to give instruction to the Contractor for standard payments, consisting of paying a beneficiary a specific USD amount at a specific location. It is signed by two authorized signatories, and contains the Name of Beneficiary, Authorization Number, Location, Contact Details (generally telephone number), and Payment Amount. The instrument can be for a single payment or multiple payments. In the case of multiple payments, the information described above is provided for each payment.*

B.1 Within a maximum turnaround period of two (2) days, the Contractor will deliver cash in advance to payment authorization beneficiaries against Payment Authorizations prepared by **FAO-Somalia** office.

B.2 The Contractor will provide **FAO-Somalia Nairobi Office** with proof of delivery (receipts) together with itemized invoices by email or original receipt of payment copy. **FAO-Somalia** office will reimburse all payments for which proof of delivery has been received, and pay the corresponding agreed-upon commission for each amount reimbursed.

B.3 Invoices will be paid within fifteen (15) working days from the date of **FAO-Somalia** receipt and acceptance of (an) invoice(s) and (a) proof(s) of delivery/receipt. **FAO-Somalia** will make any effort to accept (an) invoice(s) or to advise the Contractor of its non-acceptance of (an) invoice(s) within five (5) working days.