Financial service provider contract

*This model agreement for cash transfer services consists of three parts:1) The standard legal contract, 2) Annex A, the general terms and conditions, usually applicable to all service agreements and 3) Annex B and C, the specific terms, depending on the delivery mechanism that will be used for the Cash-based Programme.*

*This standard contract is designed to support rapid and initial programming by providing a template that has been developed and pre-approved by the XXXXXXXX Legal Department. Please note that if the terms and conditions need to be adapted for particular situations, the legal department should be contacted. That being said, it is not advisable to change any of the general terms and conditions*

*Please note that highlighted areas need to be filled in, prior to signature. Please note the authorization and approval levels and follow procedures for signature of the agreement, as per the Contract Approval Matrix (available on Fednet.)*

**Agreement for Cash Transfer Services**

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| **Agreement entered into between  the XXXXXXXXXXXXXXXXX** (‘XXXXX’)  **and**  (*insert name of service provider*) (‘Service Provider’) | |
| **XXXXXXXX address and contact details** | (*insert relevant address, depending on which office is executing this contract*) |
| **Service provider address and contact details** | (*insert relevant address with all contact details)* |

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| 1. **Service** | ***(insert relevant information on service provided including all roles and responsibilities undertaken by the Service Provider and amounts involved. The whole project description may be added in an annex as well.) (the ‘Services’)*** |
| 1. **Term** | This Agreement shall commence on (*insert date*) and shall expire on (*insert date*), unless sooner terminated under the terms of this Agreement. |
| 1. **Service Fee** | As full consideration for the Services performed by the Service Provider under the terms of this Agreement, upon certification that the Services have been satisfactorily performed, the **XXXXXXXX** shall pay the Service Provider:  a total fee of (*insert total amount*) broken down as follows: (insert any transaction fee, unit cost in case of good or list of prices etc.)  Payment schedule as follows: (insert amounts and dates of instalments)  Payment will be made to the account designated in the Service Provider’s relevant invoice. |
| **4. Terms and conditions** | ***This Agreement is subject to the attached General Terms and Conditions as Annex A, and in addition, the specific terms as applicable to the type of service to be provided in the following annexes, as Annexes B and C:***  ☐ *cash and/or commodity vouchers*  ☐ *cash distribution through a third party/transfer company*  ***Please tick the appropriate box to indicate clearly the type of services and the additional conditions applicable to such service.*** |

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| **For the XXXXXXXX** | | |
| **Name and title** | **Date** | **Signature** |
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| **For the Service Provider**  *I acknowledge that I have read and accept all terms and conditions of this agreement, including the attached General Terms and Conditions and specific conditions as per the annexes.* | | |
| **Name and Title** | **Date** | **Signature** |
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ANNEX A: GENERAL TERMS AND CONDITIONS[[1]](#footnote-1)

1. LEGAL STATUS

The Service Provider shall be considered as having the legal status of an independent service provider. Agents or employees of the Service Provider shall not be considered in any respect as being employed or in any manner officials or staff members of XXXXXXXX.

2. ASSIGNMENT OF PERSONNEL

The Service Provider shall not assign any persons other than those accepted by XXXXXXXX for work performed under this Agreement.

3. OBLIGATIONS

The Service Provider and all individuals assigned by it to perform services under this Agreement:

1. Shall neither seek nor accept instructions from any authority external to XXXXXXXX in connection with the performance of its/their Services under this Agreement.
2. Shall refrain from any action which may adversely affect XXXXXXXXand shall fulfil its/their commitments with the fullest regard for the interests of the XXXXXXXX
3. Shall assure compliance with all applicable laws of the country where the Service Provider is registered as well as those in which the activities are performed.
4. Shall assure that all duties are conducted with integrity, free from any taint of dishonesty or corruption and that all persons are respected equally without any distinction or discrimination based on nationality, race, gender, religious beliefs, class or political opinions.
5. Shall not advertise or otherwise utilize to its/their advantage the fact that it is or has been a service provider with the XXXXXXXX
6. Shall not, in any manner whatsoever use the name, emblem or official seal of the XXXXXXXX or any abbreviation of the name of the XXXXXXXX in connection with its business or otherwise, except as required for the fulfilment of its contractual duties hereunder and then only with the express prior written approval of the XXXXXXXX or his/her designate.
7. Shall not communicate at any time to any other person (legal or natural), Government, National Society or authority external to the XXXXXXXX any information known to it/them by reason of its/their association with the XXXXXXXX which has not been made public, except in the course of their duties or by authorization of the XXXXXXXX or his/her designate; nor shall service providers or assigned individuals at any time use such information to its/their private advantage.
8. When performing the services on XXXXXXXX premises or at any location when representing the XXXXXXXX, shall act in a manner consistent with the values of the International Red Cross and Red Crescent Movement and shall abide by the rules of conduct set out in the XXXXXXXX’s Code of Conduct (a copy of which has been provided by the XXXXXXXX). The Service Provider acknowledges and accepts that any violation of these rules of conduct by it or any individual assigned by it to perform services on its behalf shall be considered breach of an essential term of this contract.
9. The obligations set out in sub-clauses (e), (f) and (g) above shall continue upon expiration or termination of this Agreement with the XXXXXXXX
   1. REPRESENTATIONS AND WARRANTIES

The Service Provider represents and warrants:

1. It is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof.
2. To ensure the respect of internationally agreed core labour standards, e.g. the ILO core labour standards, conventions on freedom of association and collective bargaining, elimination of forced and compulsory labour, elimination of discrimination in respect of employment and occupation, and the abolition of child labour.
3. It is not engaged in any practice inconsistent with the rights set forth in the Convention on the Rights of the Child, including the requirement that children be protected from performing any work that is likely to be hazardous, to interfere with their education, or to be harmful to their health and development.
4. It respects the basic social rights and working conditions of its employees, servants, agents and sub-service providers.
5. There are no material claims or allegations outstanding against the service provider that might adversely affect the XXXXXXXX / or its reputation.

5. TITLE RIGHTS

* 1. During the term of this Agreement, the Service Provider shall disclose to the XXXXXXXX all ideas, inventions, business plans or any other materials developed by it during the term of this Agreement as a consequence of the services provided to the XXXXXXXX by the Service Provider.
  2. The XXXXXXXX shall be entitled to all property rights including but not limited to patents, copyrights and trademarks, with regard to material which bears a direct relation to, or is made in consequence of, the services provided to the XXXXXXXX by the Service Provider. At the request of the XXXXXXXX, the Service Provider shall assist in securing such property rights and transferring them to the XXXXXXXX in compliance with the requirements of applicable law. At the request of the XXXXXXXX, the Service Provider shall take all necessary steps, execute all necessary documents and generally assist in securing such property rights and transferring them to the XXXXXXXX in compliance with the requirements of applicable law.
  3. All materials prepared as well as, all data collected and processed in the course of the Service Provider’s work for the XXXXXXXX is the property of the XXXXXXXX. Such information cannot be used by the Service Provider for any purpose, other than that agreed under the terms of this Agreement, without the prior written approval of the XXXXXXXX Secretary General or his/her designate.
  4. Title to any equipment and supplies which may be furnished by the XXXXXXXX shall rest with the XXXXXXXX and any such equipment shall be returned to the IXXXXXXXX as soon as possible, when no longer needed by the Service provider. In any event, all equipment and supplies must be returned to the XXXXXXXX upon the termination or expiration of this Agreement. Such equipment, when returned to the XXXXXXXX, shall be in the same condition as when delivered to the Service Provider, subject to normal wear and tear. The Service Provider bears all responsibility for lost or damaged equipment and supplies.

6. TAX EXEMPTION

The Service Provider’s fee shall reflect any tax exemption to which the XXXXXXXX is entitled by reason of any immunities which it enjoys. If it is subsequently determined that any taxes which have been included invoiced are not required to be paid, the XXXXXXXX shall deduct the amount from the service fee or, if it has paid any such taxes, it shall be refunded by the Service Provider.

7. DELAY

Without prejudice to clause 8 below, if the Services have not been completed during the agreed time period, any additional costs or damages incurred by the XXXXXXXX due to such delay may be withheld from any amounts owed to the Service Provider.

8. TERMINATION

1. This Agreement may be terminated at any time by either party before the expiry date of the Agreement by giving written notice to the other party. The period of notice shall be five days in the case of agreements for a total period of less than two months and fourteen days in the case of agreements for a longer period.
2. This Agreement may be terminated by the XXXXXXXX with immediate effect at any time if the Service Provider has breached any of his contractual obligations with the XXXXXXXX or if in the reasonable opinion of the XXXXXXXX the service provider has brought or is reasonably likely to bring the Red Cross/Red Crescent Movement’s reputation into disrepute.
3. In the event of the Agreement being terminated prior to its due expiry date in this way, the Service Provider shall be compensated on a *pro rata* basis for no more than the actual amount of work performed to the satisfaction of the XXXXXXXX. Additional costs or damages incurred by the XXXXXXXX resulting from the termination of this Agreement by the Service Provider or by the XXXXXXXX in accordance with para (b) above, may be withheld from any amount otherwise due to the Service Provider by the XXXXXXXX.

9. BANKRUPTCY

Should the Service Provider file any petition for bankruptcy, or should the Service Provider make a general assignment for the benefit of its creditors, or should a receiver be appointed on account of the Service Provider’s insolvency, the XXXXXXXX may under the terms of this Agreement, terminate the same forthwith by giving the Service Provider written notice of such termination

10. FORCE MAJEURE

Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the Service Provider shall give notice and full particulars in writing to the XXXXXXXX of such force majeure if the Service Provider is thereby rendered unable, wholly or in part, to perform his obligations and meet his responsibilities under this Agreement. The XXXXXXXX shall then have the right to terminate this Agreement by giving in writing seven-day notice of termination to the Service Provider, and the Service Provider shall return any deposit paid by the XXXXXXXX.

11. INDEMNIFICATION AND INSURANCE

1. The Service Provider shall indemnify, hold harmless and defend at its own expense the XXXXXXXX, its officers, agents and employees from and against all suits, claims, demands and liability of any nature or kind, including costs and expenses, arising out of acts or omissions of the Service Provider or its employees in the performance of this Agreement.
2. The Service Provider shall provide and thereafter maintain for the duration of this Agreement and any extension thereof all appropriate workmen’s compensation insurance and furnish proof to the satisfaction of the XXXXXXXX of adequate liability insurance (including as relevant employers liability insurance, comprehensive general liability insurance, automobile liability insurance and professional liability insurance). The Service Provider shall further provide such health and medical insurance for its agents or employees as the service provider may consider advisable.
3. The Service Provider shall maintain adequate insurance coverage in order to indemnify the XXXXXXXX for the full or partial loss of any amount of the funds, as a result of theft, or loss by any other means. The Service Provider shall provide the XXXXXXXX with proof of such insurance coverage on the date of the conclusion of an agreement and thereafter at the request of the XXXXXXXX.

12. OFFICIALS NOT TO BENEFIT

The Service Provider represents and warrants that no official of the XXXXXXXX has been, or shall be, admitted by the Service Provider to any direct or indirect benefit arising from this Agreement or the award thereof. The Service Provider agrees that breach of this provision is a breach of an essential term of this Agreement.

13. AMENDMENTS AND ASSIGNMENTS

No change in or modification of this contract shall be made except by prior written agreement between the Service Provider and the XXXXXXXX’s authorised representative. The Service Provider shall not assign, transfer, pledge, sub-contract or make other disposition of this Agreement or any part thereof, or of any the Service Provider’s rights, claims or obligations under this contract except with the prior written consent of the XXXXXXXX.

14. ARBITRATION

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force. The place of arbitration shall Geneva, Switzerland, and the language to be used in the arbitral proceedings shall be English. The arbitral tribunal shall have no authority to award punitive damages. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such dispute, controversy, or claim.

15. GOVERNING LAW

This Agreement shall be governed by Swiss law.

16. XXXXXXXX PRIVILEGES AND IMMUNITIES

Nothing in or relating to this contract shall constitute or be deemed a waiver, express or implied, of any of the privileges and immunities of the XXXXXXXX.

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| ***Note:*** *These Special Terms and Conditions for Voucher CBP (commodity and/or cash vouchers) apply in addition to the General Terms and Conditions and are an integral part of the Service Agreement. This Annex applies to those programs where the Service Provider accepts to redeem vouchers for goods. Please note that some of these Special Terms and Conditions may vary, depending on the type of implementation and services to be undertaken – and this Annex may need to be amended accordingly. Please coordinate with the legal department in this regard.* |

ANNEX B: SPECIAL TERMS AND CONDITIONS FOR GOODS SUPPLIERS   
(KNOWN AS SERVICE PROVIDER UNDER THIS AGREEMENT)

1. APPLICATION OF THIS ANNEX: The conditions as described in this Annex are complementary to the General Terms and Conditions of the XXXXXXXX and shall be considered an integral part of the Agreement.
2. SUPPLIER OBLIGATIONS:

In addition to the obligations stipulated in the General Terms and Conditions, the following terms and conditions shall be adhered to by the Supplier:

* 1. Pre-conditions for redemption of vouchers

(a) The Supplier shall ensure that all its resources and facilities are available to ensure voucher redemption either at the agreed locations;

(b) The Supplier shall ensure development of procedures for processing and reconciliation of vouchers;

(c) The Supplier shall ensure appropriate and secure information technology systems to receive and provide information and data relating to the redemption of vouchers; and

(d) The Supplier is solely and fully responsible for any and all payments to its vendors, including for services, materials, goods, rental of equipment, labor, transportation etc. in order to assure its obligations under the agreement.

(e) The Supplier shall grant access to the XXXXXXXX to stores/warehouses in order to inspect the goods and provide samples and information as requested.

2.2. Conditions at time of redemption of vouchers:

(a) The Supplier shall warranty that the goods to be exchanged for vouchers are of good quality;

(b) The Supplier shall ensure that appropriate quantities of goods are available in the pre-agreed locations on the specified dates, to assure distribution to beneficiaries at the agreed time;

(c) The Supplier shall ensure that all beneficiaries with vouchers shall be given access to the goods, and shall not be discriminated against, for any reason;

(d) The Supplier shall ensure that only beneficiaries with genuine vouchers shall be provided goods, and shall report any instances of fake vouchers to the XXXXXXXX;

(e) In case of any restrictions on commodities to be exchanged, this should be specified and agreed to in advance between the supplier and the XXXXXXXX, and shall be communicated properly to beneficiaries;

1. The Supplier shall honour the term of the validity of the voucher on (insert date) and shall provide goods till the expiry of the voucher;

(g) The vouchers on the basis of which the goods are transmitted shall not be subject to any right, charge, interest, right to compensation, guarantee, or claim of any kind against the Supplier, including from any of its trustees or creditors. The Supplier shall in no case, loan, mortgage, pledge or encumber the funds except on written instructions by the XXXXXXXX;

(h) The Supplier shall receive, redeem and return the vouchers only in accordance with the Agreement;

(i) The Supplier shall act, or refrain from acting only on instructions, approval, consent or notice given by the XXXXXXXX pursuant to the Agreement. The Supplier shall only act on written instructions signed by an authorized representative of the XXXXXXXX; and

(j) The Supplier shall secure the sites for the redemption of vouchers at its own cost.

* 1. Conditions subsequent to redemption of vouchers:

(a) Adequate records shall be maintained by the Supplier including all receipts and redemption of vouchers and other records as the XXXXXXXX may reasonably request;

(b) The Supplier shall provide the XXXXXXXX with written statements of accounts that list (i) all vouchers received, (ii) details of all transactions concerning redemption of vouchers. The reports shall also include any other information the XXXXXXXX may reasonably request;

(c) The Supplier shall immediately notify the XXXXXXXX in writing if it receives notification of any claim against the goods for the vouchers;

2.4 Additional Conditions:

*(Please include any additional conditions, including back donor conditions, if applicable here. These conditions must be adhered to and must ‘flow-down’ to the service provider as well, and so need to be included here.)*

1. OBLIGATIONS OF THE XXXXXXXX / SERVICE PROVIDER: *(this will have to be modified according to which entity contracts with the Supplier)*
2. The XXXXXXXX shall provide to the Supplier the total number of beneficiaries, and approximate quantities that may be required per commodity.
3. The information shall be provided at least *(*x) days before the voucher is redeemable.
4. The XXXXXXXX shall ensure that all those issued vouchers are eligible beneficiaries.
5. The XXXXXXXX provider shall provide a distribution timetable to the Supplier, in case of staggered redemption of vouchers, with sufficient details regarding location, quantities and timeframe.
6. The XXXXXXXX shall arrange for adequate additional security for voucher redemption. (*optional*)
7. The XXXXXXXX shall ensure a reimbursement mechanism, with timeframe for payments to the Supplier.

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| ***Note:*** *These Special Terms and Conditions for cash transfers through third parties/transfer companies apply in addition to the General Terms and Conditions of the XXXXXXXX and are an integral part of the Service Agreement. This Annex applies to those programs where the service provider shall distribute the funds directly to beneficiaries, in the form of cash. This may also include instances where financial institutions distribute cash, through smart cards, mobile banking etc. For these specialized cash transfers, additional terms and conditions may need to be included.*  *Please note that some of these Special Terms and Conditions may vary, depending on the type of implementation and services to be undertaken – and this Annex may need to be amended accordingly. Please coordinate with the XXXXXXXX Legal Department in this regard.* |

ANNEX C: SPECIAL TERMS AND CONDITIONS FOR THIRD PARTIES / TRANSFER COMPANIES

1. APPLICATION OF THIS ANNEX: The conditions as described in this Annex are complementary to the General Terms and Conditions of the XXXXXXXX and shall be considered an integral part of this Agreement when a third party/transfer company (such as a financial institution) facilitates the transfer of cash to beneficiaries.

2. SERVICE PROVIDER OBLIGATIONS:

In addition to the obligations stipulated in the General Terms and Conditions of the XXXXXXXX, the following shall be adhered to by the Service Provider:

2.1 Pre-conditions for cash distribution:

1. The Service Provider shall use its existing network of branches to facilitate cash transfers to beneficiaries;
2. The Service Provider shall ensure that funds are available in the pre-agreed branches on the specified dates, to assure cash transfers to beneficiaries at the agreed time;
3. The Service Provider shall ensure that all its resources and facilities are available to make cash transfers either at the branches or agreed distribution points;
4. The Service Provider shall ensure development of procedures for processing and reconciliation of cash transfer data;
5. The Service Provider shall ensure appropriate and secure information technology systems to receive and provide information and data relating to the cash transfer process; and
6. The Service Provider is solely and fully responsible for any and all payments to its vendors, including for services, materials, goods, rental of equipment, labour, transportation etc. in order to assure its obligations under the agreement.

2.2 Conditions at time of cash distribution:

1. The Service Provider shall disburse funds from the points of distribution to individual beneficiaries in accordance with agreed processes and procedures;
2. The Service Provider may, when necessary and upon agreement of the XXXXXXXX, choose other retailers as points of distribution for the cash transfers;
3. The funds shall not be subject to any right, charge, interest, right to compensation, guarantee, or claim of any kind against the Service Provider, including from any of its trustees or creditors. The Service Provider shall in no case, loan, mortgage, pledge or encumber the funds except on written instructions by the XXXXXXXX;
4. The Service Provider shall receive, hold, release and return the funds only in accordance with this Agreement.
5. The Service Provider shall act, or refrain from acting only on instructions, approval, consent or notice given by the XXXXXXXX pursuant to this Agreement. The Service Provider shall act on written instructions signed by an authorized representative of the XXXXXXXX.
6. The Service Provider shall secure the sites for distribution and cash transfer at its own cost.
   1. Conditions subsequent to cash distribution:
7. Adequate records shall be maintained by the Service Provider including all receipts and disbursements of cash and other records as the XXXXXXXX may reasonably request.
8. The Service Provider shall provide the XXXXXXXX with written statements of accounts that list (i) all funds received, (ii) details of all transactions concerning transfers to beneficiaries. The reports shall also include any other information the XXXXXXXX may reasonably request.
9. The Service Provider shall immediately notify the XXXXXXXX in writing if it receives notification of any claim against the funds.
10. Any grant not claimed after 30 days shall be voided unless the XXXXXXXX requests a payment period extension. If there is no such request, the total amount of unclaimed grant, including any amount which may have been paid in advance as transaction fee for the unclaimed grant, shall be returned to the XXXXXXXX within 30 days.
11. Except as may be required by law and expressly indicated to the XXXXXXXX in writing, the Service Provider shall not share, transfer or communicate to any third party the information it is in receipt of, as a result of the Agreement. This shall include, *inter alia*, the information of and related to the beneficiaries such as personal details, banking information etc.

2.4 Additional Conditions:

*(Please include any additional conditions, including back donor conditions, if applicable here. These conditions must be adhered to and must ‘flow-down’ to the service provider as well, and so need to be included here.)*

3. OBLIGATIONS OF THE XXXXXXXX:

3.1 The XXXXXXXX shall provide to the service provider a list of all beneficiaries to receive the cash transfer. The list shall be provided at least five (5) working days before the transfers are payable and shall include the following information:

1. Comprehensive information on each beneficiary and the amount of the cash transfer to be made. The beneficiary information will be provided in a format agreed with the Service Provider and will be sent via electronic transmission.
2. The branch where the payment will be made.

3.2 The XXXXXXXX shall ensure that all designated cash transfer recipients on the list are eligible beneficiaries.

3.3 The XXXXXXXX shall ensure that the funds, in the amount agreed in the service description in box 1 above, are transferred to the bank account of the Service Provider five (5) working days before the transfers are payable.

3.4 The XXXXXXXX shall provide funds to cover the costs of payments when the transfers are made.

3.5 Upon request the Service Provider and if agree to, arrange for adequate additional security for payment of the grant. *(optional)*

1. Source: XXXXXXXX CBP SOPs Annex 4. [↑](#footnote-ref-1)