# Agreement

# between

#  (insert the name of your organization)

# And

#  (insert the name of cash transfer partner)

**This agreement outlines the specific terms of agreement between:**

1. **Your organization**, a non-profit organization registered in the United States (Ref: #) and in the process of being registered in Haiti; said organization having its principal office located at (insert address) and represented in Haiti by (insert name), the Country Director, identified by his passport number (passport #). Hereinafter referred to as “NGO”

**And**

1. N**ame of company, micro-lending organization, etc**., a Haitian corporation having its main office in at (insert address), hereby represented by its (insert title and name and ID #).

Hereafter referred to as “CASH TRANSFER PARTNER”

WHEREAS NGO will finance payment to certain beneficiaries that have been affected by earthquake in Haiti to compensate for work performed in their local community areas;

WHEREAS NGO has decided to compensate said work through the services of CASH TRANSFER PARTNER;

WHEREAS CASH TRANSFER PARTNER has agreed to facilitate the payment process to beneficiaries at a number of designated CASH TRANSFER PARTNER locations as outlined in the schedule attached hereto on behalf of NGO.

**In consideration of the above the parties covenant and agree as follows:**

1. NGO’S OBLIGATIONS

NGO agrees to:

* 1. Provide an updated and complete list of all beneficiaries who are to receive payments. Such information will be provided at least four (4) working days prior to the payment being collectable and will include the following:
		1. Full personal information of each beneficiary, as outlined in the schedule attached hereto, and as agreed with CASH TRANSFER PARTNER, payment amounts for each beneficiary and voucher number to be presented by each beneficiary; details will be provided by electronic data in a format provided by CASH TRANSFER PARTNER:
	2. Provide all beneficiaries with a uniquely referenced payment voucher. The voucher # will be provided in advance to CASH TRANSFER PARTNER and will be used to verify recipient identity.
	3. Ensure that finances have been transferred to CASH TRANSFER PARTNER account at XYZ BANK including service fee in advance of payment.
	4. Provide “NGO Payment Requirements” posters in local language to be displayed in all designated CASH TRANSFER PARTNER locations where payments will be made.
1. UNDERTAKINGS AND AGREEMENTS OF CASH TRANSFER PARTNER

CASH TRANSFER PARTNER agrees to / that:

1. Making payments at designated CASH TRANSFER PARTNER locations to designated NGO beneficiaries in accordance with the contract terms
2. Guarantee that any unpaid amount will be reimbursed to NGO within 30 days of the appointed beneficiary payment date.
3. CASH TRANSFER PARTNER, any of its depositories or creditors thereof shall not have any rights whatsoever (charge, security interest, right of recoupment, lien or claim of any kind) on the funds deposited by NGO. These funds are available solely for disbursement to the beneficiaries under the conditions set forth. CASH TRANSFER PARTNER shall not loan, hypothecate, pledge or otherwise encumber the funds provided except with NGO’s written instructions.
4. It will take adequate steps to ensure that the recipients are properly identified as being NGO beneficiaries. It will take responsibility for all disbursements made outside of the conditions set forth in this Agreement. All records used to make such identification (voucher, receipts, disbursement slips etc.) may be requested by NGO for clarification purposes.

(e) Supply to NGO written and/or electronic reports containing (i) the list of all the beneficiaries that have received payments; (ii) the details of all transactions including the payment of funds to beneficiaries. Such reports shall also include any other information, which NGO shall reasonably request.

1. Notify NGO immediately in writing if CASH TRANSFER PARTNER receives notice of any claim of funds other than a claim for disbursement permitted by this Agreement.

(g) Receive, hold, release and deliver funds only in accordance with this Agreement.

(h) Rely and act upon written instructions signed by an authorized person designated in the schedule attached hereto ("Authorized Persons"), as such Schedule may be changed from time to time by written notice to CASH TRANSFER PARTNER. Instructions in writing shall include (i) instructions in writing signed by an Authorized Person; (ii) other forms of instructions in computer readable form as shall be customarily used for the transmission of like information; and (iii) such other forms of communication as may be agreed upon from time to time by NGO and CASH TRANSFER PARTNER. As used in this agreement the term "instructions" shall be deemed to include approvals, consents or notices.

(i) Except as otherwise specifically provided herein, all notices contemplated by this Agreement shall be in writing with acknowledgement of receipt, and, except as otherwise agreed in writing from time to time by the parties, shall be given by facsimile transmission, courier, electronic messaging or first-class mail, postage prepaid. Such notices shall be given, and shall be deemed given when received, at the addresses set forth herein, as such addresses may be amended from time to time upon prior written notice, as the case may be.

1. PAYMENT DISTRIBUTION at DESIGNATED LOCATIONS
	1. CASH TRANSFER PARTNER will ensure that funds are available at the designated payment locations on the designated payment date provided by NGO and that beneficiaries are paid in terms of this agreement on request
	2. CASH TRANSFER PARTNER will ensure that all operational structures, resources, equipment and security are adequately available to carry out the payment process at the designated payment locations;
	3. CASH TRANSFER PARTNER will disburse funds from the designated payment locations to individual beneficiaries in line with agreed processes and procedures set out;
	4. CASH TRANSFER PARTNER will provide all courier/cash movements and ensure distribution of finances at the selected pay points.
2. rEMUNERATION TO CASH TRANSFER PARTNER
	1. **NGO undertakes to pay CASH TRANSFER PARTNER a fee for services rendered of 2.0% of the value of payments issued to beneficiaries**. These amounts shall be paid by NGO on transfer of funds. All fees and charges payable in terms of this Agreement shall be inclusive of any taxes levied in Haiti in respect of the Services. All fees shall be paid by NGO without any set-off or deduction.
3. DURATION & TERMINATION
	1. This agreement will commence on the date of last signature and will continue for an initial period of six months or until terminated by either party by giving, in writing, two weeks’ notice.
4. NATURE OF RELATIONSHIP
	1. This agreement does not create a partnership, joint venture or agency between the parties and no party shall be liable for the debts of the other party/ies, howsoever incurred.
	2. None of the parties will use the others’ name, logo or any other form of other corporate identity without their prior written consent.
5. LIMITATION OF LIABILITY
	1. Notwithstanding anything to the contrary contained in this agreement, the parties shall not be liable to each other for any indirect or consequential loss or damage, including without limitation, loss of profit, revenue, anticipated savings, business transactions or goodwill or other contracts whether arising from negligence or breach of contract.
6. FORCE MAJEURE
	1. If a party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this agreement by any cause beyond the reasonable control of that party, including, without limitations, acts of God, civil commotion, riots, insurrection, acts of government, fire, explosion, the elements, epidemics, governmental embargoes or like causes (“force majeure”), the party so affected shall, to the extent so prevented, be relieved of its obligations hereunder during the period of such events and shall not be liable for any delay or failure in the performance of any obligations hereunder or loss or damage either general, special or consequential which the other party/ies may suffer due to or resulting from such delay or failure; provided always that written notice of the occurrence constituting force majeure shall be given within 48 (forty eight) hours by the affected party.
	2. The parties agree that, should force majeure last more than 2 (two) weeks, the party who has not invoked force majeure to excuse any non-performance of its obligations may terminate this agreement by giving written notice to the other party/ies.
7. Arbitration
	1. This Agreement shall be governed and interpreted in accordance with the laws of the Republic of Haiti.
	2. Any dispute contemplated shall first be referred to the relevant project managers for resolution. Should the project managers be unable to resolve the matter within a period of 2 (two) weeks from the matter first being reported to it, the matter shall then be referred to the Country Director of NGO in the Haiti Country Office and the Managing Director of CASH TRANSFER PARTNER for resolution. Should they not be able to resolve the matter amicably, the matter shall be submitted to arbitration in accordance with local law.

Done and executed in good faith, in two (2) counterparts on this day of ………………. 2011.

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 Name, Title Name, Title

 CASH TRANSFER PARTNER NGO Country Director

(Please Stamp the Original Document)