Standard Contract Template

*This model agreement for cash transfer services consists of five parts:*

*1) The standard legal agreement for Cash Transfer Services;*

*2) Annex A, the General Terms and Conditions applicable to all service agreements;*

*3) Annex D, the Data Processing Agreement (the “DPA”);*

*4) Annex E, IFRC Policy on the Protection of Personal Data (“Data Protection Policy”); and*

*5) Annexes B and C, the specific terms, depending on the delivery mechanism that will be used for the cash programme.*

*This model agreement is designed to support rapid and initial programming by providing a template that has been developed and pre-approved by the IFRC Legal Department. Please note that if the terms and conditions need to be adapted for particular situations, the Legal Department must be contacted. That being said, it is not advisable to change any of the general terms and conditions unless it is duly justified in the circumstances.*

*Please note that highlighted areas need to be filled in, prior to signature, and authorization and approval must be secured at the right level in accordance with applicable rules including the Expenditure authorization, the Federation contracting procedure and the Contract Approval Matrix (CAM) (available on FedNet.)*

**Agreement for Cash and Voucher Services**

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| **Contract number:** | eContracts ID or contract ID number – Please quote this number on invoices. |
| Contract entered into between **[NS]**and**Main Counterparty (full legal name)** (the Service Provider) |
| **[NS] address and contact details:**  | **Physical Address**:**Postal address**: **Telephone**:, **Telex**: **Fax**:  |
| **Service Provider address and contact details:** | **Physical Address**:      **Postal address**:      **Telephone**:       **Email**:       **Fax**:        |
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| **Service Provider Bank Account Details**  | *Payee name and address:**Bank account number**Bank account currency:**IBAN and SWIFT code:**Bank name and address:*Note: All transfers for this contract must be made to this account, and changes to the account details must be formalized by an addendum to the contract. |
| **1. Services** | *As per the Terms of Reference attached (“ToRs”) or If the ToR is not being attached please delete the first sentence and clearly describe the services herein (the “Services”)* |
| **2. Term**  | *This contract shall commence on Start Date and shall expire on satisfactory completion of the Services described above, but in no case later than End Date, unless sooner terminated under the terms of this contract.* |
| **3. Service Fee** | * 1. *As full consideration for the Services performed by the Service Provider under the terms of this contract, upon certification that the Services have been satisfactorily performed, the [NS] shall pay the Service Provider a maximum fee of CHF (the “Total Amount”) comprising CHF      , per working day for a maximum of [X] working days OR a maximum fee of CHF      , payable on [insert details of how and when payments are to be made, e.g. on delivery of report etc.].*
	2. *Payment will be made to the following account, within 30 days of receipt of the invoice:*

*Name of Bank: [insert]**Address of Bank: [insert]**Bank account Number: [insert]**Beneficiary bank account name (registered with the bank): [insert]**SWIFT/BIC code: [insert]**IBAN (if applicable): [insert]** 1. *Costs originated from the failure to provide correct and complete bank details under this contract shall be borne by the Service Provider.*
	2. *The Service Provider and the [NS] share the banking charges and fees. This excludes the charges and fees levied by the Service Provider’s bank, which shall be payable by the Service Provider.*
	3. *It is understood that the [NS] is exempt from VAT and that any invoice shall not include VAT.* ***(Clause should only be kept if there is a clear VAT exemption. Otherwise remove)***
 |
| **4. Terms and conditions** | ***This Agreement is subject to the attached General Terms and Conditions as Annex A, the Data Processing Agreement at Annex D, the Data Protection Policy at Annex E, and, as applicable to the type of service to be provided in the following annexes, as Annexes B and C [edit as necessary]:***☐ *cash and/or commodity vouchers (Annex B)*☐ *cash distribution through a third party/transfer company (Annex C)* ***Please tick the appropriate box to indicate clearly the type of services and the additional conditions applicable to such service.***  |
| **5. Special Conditions / Amendments to the General Terms and Conditions Amended and/ or additional clauses** | ***[Parties may, depending on the context, include special conditions of contract to be read in conjunction with the General Terms and Conditions and /or may explicitly modify the General Terms and Conditions subject to the approval of Legal].***  ***Example of an amendment:*** ***Clause 3 (g) of the General Terms and Conditions is deleted.*** ***Clause 4 (b) replaced with xxxxxxxxxxxxxx*** |

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| **For the National Society:**  |
| Name and title: | Date  | Signature |
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| **For [insert name of Service Provider]:** *I acknowledge that I have read and accept all terms and conditions of this Contract, including all its annexes which form an integral part of this Contract.* |
| Name and title: | Date  | Signature |
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ANNEX A: GENERAL TERMS AND CONDITIONS

1. Insert your NS standard contractual conditions

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| ***Note:*** *These Special Terms and Conditions for commodity and/or cash vouchers apply in addition to the General Terms and Conditions in Annex A and are an integral part of the 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 SERVICE PROVIDERS
(KNOWN AS SERVICE PROVIDER UNDER THIS AGREEMENT)

1. APPLICATION OF THIS ANNEX: The special conditions as described in this Annex are complementary to the General Terms and Conditions of the [NS] (Annex A) and shall be considered an integral part of the Agreement.
2. SERVICE PROVIDER OBLIGATIONS:

In addition to the obligations stipulated in the General Terms and Conditions (Annex A), the following terms and conditions shall be adhered to by the Service Provider:

* 1. Pre-conditions for redemption of vouchers

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

(b) The Service Provider shall provide existing or ensure development of procedures for processing and reconciliation of vouchers;

(c) The Service Provider shall ensure appropriate and secure information technology systems to receive and provide information and data relating to the redemption of vouchers in compliance with national legal requirements; and

(d) 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.

(e) The Service Provider shall grant access to the [NS] 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 Service Provider shall warrant that the goods to be exchanged for vouchers are of good quality and are fit for purpose;

(b) The Service Provider shall ensure that required 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 Service Provider shall ensure that all beneficiaries with vouchers shall be given access to the goods, and shall not be discriminated against, for any reason whatsoever;

(d) The Service Provider shall take all precautions to ensure that only beneficiaries with genuine vouchers shall be provided goods and shall report any instances of fake or potentially fake vouchers to the [NS] prior to the redemption of goods. The Service Provider might not receive payment from the [NS] for goods redeemed against fake vouchers;

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

1. The Service Provider 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 to be provided 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 [NS];

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

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

* 1. Applicable conditions subsequent to redemption of vouchers:

(a) Adequate and original records shall be maintained by the Service Provider including all receipts and redemption of vouchers and other records as the [NS] may reasonably request;

(b) The Service Provider shall provide the [NS] 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 [NS] may reasonably request;

(c) The Service Provider shall immediately notify the [NS] in writing if it receives notification of any claim against the goods provided 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 [NS] / SERVICE PROVIDER: *(this will have to be modified according to which entity contracts with the Service Provider)*
2. The [NS] shall provide to the Service Provider 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 [NS] shall ensure that all those issued vouchers are eligible beneficiaries.
5. The [NS] provider shall provide a distribution timetable to the Service Provider, in case of staggered redemption of vouchers, with sufficient details regarding location, quantities and timeframe.
6. The [NS] shall arrange for adequate additional security for voucher redemption. (*optional*)
7. The [NS] shall ensure a reimbursement mechanism, with timeframe for payments to the Service Provider.

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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 [NS] (Annex A) and are an integral part of the 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 [NS] 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 [NS] (Annex A) 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 [NS] (Annex A), 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 in compliance with national legal requirements; 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 [NS], 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 [NS];
4. The Service Provider shall receive, hold, release and return the funds only in accordance with this Agreement; and
5. The Service Provider shall secure the sites for distribution and cash transfer at its own cost.
	1. Conditions subsequent to cash distribution:
6. Adequate original records shall be maintained by the Service Provider including all receipts and disbursements of cash and other records as the [NS] may reasonably request.
7. The Service Provider shall provide the [NS] 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 [NS] may reasonably request.
8. The Service Provider shall immediately notify the [NS] in writing if it receives notification of any claim against the funds.
9. Any grant not claimed after 30 days shall be voided unless the [NS] 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 [NS] within 30 days.
10. Except as may be required by law, where in accordance with Annexes A, D and E of the present Agreement, and as expressly permitted in writing by the [NS], 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 personally identifiable data, 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 [NS]:

3.1 The [NS] 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. Subject to the operational needs of the program, any applicable national legal requirements, and Annexes D and E of the present Agreement, relevant 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 a secured means, including but not limited to a password-protected and/or encrypted (as appropriate) electronic transmission.
2. The branch where the payment will be made.

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

3.3 The [NS] 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 [NS] 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)*

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| ***Note:*** *This Data Processing Agreement is an integral part of the Agreement. This Annex applies to those programs where the Service Provider has access to personal data.**Please note that some of these 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 [NS] Legal Department in this regard.*  |

ANNEX D: Data processing agreement

This Data Processing Agreement (“DPA”) forms an integral part of the Agreement between the National Society (hereinafter referred to as “the [NS]”), in its role of Data Controller, and the Service Provider (hereinafter referred to as “the FSP”), in its role of Data Processor, to reflect the Parties’ agreement with regard to the Processing of Personal Data, in accordance with the requirements of the [Applicable Law or IFRC’s Policy on the Protection of Personal Data (“Data Protection Policy”, at Annex E), and as further outlined herein;

(A) Whereas the FSP provides the agreed Service (i.e. cash transfers) to the [NS] as per the Agreement entered into by the Parties, and in order to provide the Service, it processes and manages the Personal Data Collected by the [NS];

(B) Whereas the Applicable Law or the Data Protection Policy provides for certain requirements with respect to the Processing, storage, transfer or other management of any Personal Information controlled by the [NS];

(C) The Parties have agreed on the following DPA in order to clarify the terms under which the Data Processor processes Personal Information on behalf of the Data Controller and adduce adequate safeguards with respect to the protection of the privacy and fundamental rights and freedoms of individuals in the course of the provision of the Service.

1. DEFINITIONS

1.1 “Data Controller” means the [NS], headquartered in Geneva, Switzerland, [WHERE APPLICABLE:] represented by one of its Delegations, which alone or jointly determines the purposes and means of the Processing of Personal Data.;

1.2 “Data Processor” means the individual or entity that performs one or more processing operations on personal data under instructions from the Data Controller;

1.3 “Data Subject” means an individual whose personal data is subject to processing;

1.4 "Personal Information” or “Personal Data” is any information that may lead to the identification of a living (identified or identifiable), natural person. Some examples of personal data include name, email or location data, identification number, gender, marital status, date and place of birth;

1.5 “Personal Data Breach” means unauthorized access to, or destruction, loss, alteration or disclosure of personal data;

1.6 “Processing” means any operation, or set of operations, automated or not, which is performed on personal data, including but not limited to the collection, recording, storage, adaption or alteration, retrieval, use, transfer, dissemination, correction, or destruction;

1.7 “Security Measures” means those physical, technical and organizational measures aimed at protecting against a Personal Data Breach.

1.8 “Applicable Laws” means any data protection, privacy or similarly related law that applies to the NS and/or the FSP with regard to the handling of personal data.

2. ALLOCATION OF ROLES

2.1 The Parties acknowledge and agree that, with regard to the Processing of Personal Information in the context of the Agreement, the [NS] is the Data Controller and the FSP is a Data Processor, and that the FSP shall not engage Sub-processors in providing the Service defined in the Agreement, unless prior and specific approval in writing has been obtained from the [NS].

3. TYPE OF PERSONAL DATA AND PURPOSE OF THE PROCESSING

3.1 The FSP will provide the Service as agreed in the Service Agreement and will process the Personal Data provided by the [NS] exclusively for the humanitarian purposes of providing assistance to victims of disasters, crisis and other humanitarian situations, necessary for the fulfilment of the said Service.

3.2 [Here add a description of the type of data to be processed and for what purposes]

3.3 Any Processing activities on the Personal Data, other than those explicitly set forth in the present Agreement, carried out by the FSP will constitute a breach of the present Agreement. This includes, but is not limited to, processing activities for marketing, commercial and / or statistical purposes.

4. THE DATA PROCESSOR’S OBLIGATIONS

4.1 The FSP commits itself to process Personal Information only on behalf of the [NS] and pursuant to its instructions as well as the [NS] Data Protection Policy – which the FSP acknowledges to have read and understood – as well as in Clause 6 of the present DPA regarding Security Measures. In particular, the FSP will process Personal Data in such a way as to minimize, by means of suitable preventive Security Measures, the risk of accidental or unlawful destruction, loss, alteration unauthorized disclosure or access, or Processing operations that are either unlawful or inconsistent with the purposes for which the data have been collected.

4.2 The FSP shall notify the [NS] within 24 hours after becoming aware of a Personal Data Breach.

4.3 The FSP shall cooperate with the [NS] to enable the latter to guarantee to every Data Subject or his/her authorized agents the possibility to exercise the rights granted to him/her by the Applicable Law or the Data Protection Policy. The FSP acknowledges that Data Subject rights shall be exercised only through the [NS]. Therefore, the FSP undertakes to immediately notify to the [NS] about any request that Data Subjects, or their delegates, may address directly to the FSP, and will not respond to any such request or take any other related action.

4.4 The FSP must promptly inform the [NS] about every inquiry, action, investigation, inspection by judicial/administrative authorities affecting directly or indirectly the Personal Data the FSP processes on behalf of the [NS].

4.5 Should the FSP decide to fulfil the orders of the judicial or administrative authorities, the FSP will report in writing to the [NS] the reasons of such decision.]

4.6 The FSP must promptly inform the [NS] in the event of a change in the legislation applicable to the FSP which is likely to have a substantial adverse effect on the terms and obligations set out in this Agreement. In particular, the FSP must inform the [NS] should a legislation come into force that would require it to grant access, disclose or share Personal Data entrusted to it by the [NS] with third parties. This includes any provisions that may involve Know-your-customer (KYC) / reporting obligations. In such case, the [NS] is entitled to suspend the transfer of data and/or terminate the contract and request deletion all the Personal Information, in accordance with clause 8.2 of the present DPA;

4.7 The FSP will grant the [NS] free access to all Personal Data (if requested) as well as to the infrastructures related to the Service upon reasonable notice, in order to carry out periodical, unlimited and independent inspections on the adequacy of the Security Measures implemented and on the adherence of such Security Measures to the [NS] Data Protection Policy.

4.8 The FSP shall not transfer the Personal Data to third parties unless prior and specific approval in writing has been obtained from the [NS]. In case of sub-contracting of the Service or portion of it on the basis of the prior and specific approval in writing by the [NS], the FSP shall (i) choose a sub-contractor which meets the highest professional standards with respect to the provision of the Service, or portion of it, and related processing activities, and regularly verify that such standards are complied with; (ii) enter into a written agreement with the sub-contractor, that imposes the same relevant obligations on the sub-contractor as are imposed on the FSP; (iii) remain fully liable towards the [NS] and any other relevant third parties where the sub-contractor fails to fulfil its obligations under such written agreement.

4.9 The FSP commits to provide the [NS] with a list of Personal Information to be collected to allow the FSP to comply with its Know-your-customer / reporting obligations. This list must be limited to what is strictly necessary for this purpose and must be kept up to date. The [NS] will collect the Personal Information and documents identified on this list and pass them on to the FSP.

4.10 The FSP undertakes not to make a copy of the data covered by this Agreement, unless it is necessary for the performance of this Agreement.

4.11 The FSP ensures, because of its experience, that it possesses the capabilities and reliability necessary to perform the tasks committed to it, also with respect to security matters.

5. THE [NS]’S OBLIGATIONS

5.1 The [NS] is the only subject entitled to use, and to authorize the use of the Personal Data processed through the Service

5.2 The [NS] warrants that the Processing of Personal Information has been and will continue to be carried out in accordance with the relevant provisions of the [NS] Data Protection Policy.

5.3 The [NS] shall have sole responsibility for the legality of Personal Information and how it acquired the Personal Information.

5.4 The [NS] will handle and answer any third-party request regarding Personal Data notified to the [NS] by the FSP, in compliance with Applicable Laws or the relevant provisions of the Data Protection Policy.

5.5 The [NS] undertakes to enforce the relevant provisions of Applicable Laws or the Data Protection Policy in the event of a data breach involving the Personal Information processed by the FSP.

6. SECURITY MEASURES

6.1 Having regard to the state of technological development and the cost of implementing any such measures, the FSP shall take appropriate physical, technical and organizational measures to guard against misuse, accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access to Personal Information or unlawful Processing.

6.2 The FSP undertakes to implement physical, technical and organizational Security Measures in compliance with the [NS] Data Protection Policy. In particular, the FSP undertakes:

• to always encrypt the Personal Data processed pursuant to this Agreement, using encryption keys solely held by the [NS];

• to only access the Personal Data in situations when it is necessary to manage the Service, run updates, fix bugs and support users;

• to provide secured and standardized logs of network and application activities (including user access), with the possibility to export them for outside processing;

• to ensure an adequate physical and environmental protection for the Personal Information, by using servers in dedicated and secured premises only accessible with the authorization of the [NS];

• to keep separated the Personal Data from other items already processed by the Data Processor, by using dedicated and segregated storage location clearly identified with the [NS] logo and the indication “Legally Privileged Information”;

• to identify the persons in charge of the Processing operations on the Personal Data entrusted by the [NS] to the FSP and to regulate the access to such Personal Data by way of a strict authorization system and identity management rules; and

7. LIABILITY

7.1 The [NS] will indemnify the FSP for any loss, damage or sanction incurred by FSP for a breach of any of the [NS]’s legal obligations under Applicable Laws or the Data Protection Policy as referred to in this DPA.

7.2 The FSP will indemnify the [NS] for any loss, damage or sanction incurred by the [NS] for a breach of any of the FSP’s obligations set forth in this DPA

8. TERM AND TERMINATION

8.1 Upon completion of the Service, or at any time upon the request of the [NS], the FSP undertakes to transfer all Personal Information processed on behalf of the [NS] to the same without delay. The FSP will then issue the [NS] a written declaration attesting that the FSP holds no copies of Personal Data or information processed on behalf of the [NS].

8.2 [This clause must consider any relevant laws of data retention] In case the legislation imposed upon the FSP prevents it from returning or destroying all or part of the Personal Data transferred or obtained in relation to the Service, the FSP warrants that it will guarantee the confidentiality of this Personal Information and will not actively process the Personal Data anymore. In any case, the Personal Data cannot be retained for a period exceeding XX years after termination of the present DPA.

8.3 The audit provisions in this present DPA (clause 4.8 above) apply also to this section.