CONTRACT FOR PROVIDING FINANCIAL SERVICES

between

**People in Need/ Člověk v tísni, o.p.s.**
Local office address: Justice Tower, 5Th Floor, Mosul Road - opposite to Sami Abdulrahman Park, 44001 Erbil, Kurdistan, Iraq

with its registered office at: Šafaříkova 24, Praha 2, 120 00, Czech Republic
Identification No: 25 75 52 77,

(hereinafter referred to as „**PIN**“)
represented by:

And

**Name:**Address:
Company Registration Number:

Represented by:

ID Number:

Mobile:

Email:

(hereinafter referred to as the „**Contractor**“)

**BANKING DETAILS**

**Correspondent Bank:**

**SWIFT Code:**

**Name of the Bank:**

**ACCOUNT HOLDER:**

**SWIFT Code:**

**Interbank A/C(IBAN):**

# **Purpose**

The purpose of this Contract is to establish the terms and conditions between PIN and the Contractor for the provision of financial services by the Contractor consisting in deliveries of cash payments on behalf of PIN to the PIN recipients in XXXXX.

1. **Provision of Financial Services**
2. PIN is entitled to periodically request the Contractor in writing to distribute PIN project implementation costs, in cash, on behalf of PIN, directly to the PIN recipients and the Contractor undertakes to proceed the requested payments on behalf of PIN in compliance with this Contract.
3. Delivery time for each cash payment to the recipients shall happen within maximum two (2) days from the date of the submission of PIN request to the Contractor. The exact delivery schedule will be agreed with the Contractor based on request by PIN.
4. Before each distribution of the cash payments to the PIN recipients, PIN shall provide the Contractor with the necessary information for the distribution, including especially the number of the recipients, the total amount of cash to be paid to each recipient and the agreed site, date and time of the distribution. The parties have agreed, that the detailed distribution list with identification data of the recipients is brought by PIN to each distribution site and it shall be immediately collected by PIN once all recipients confirm receipt of the cash with their signatures.
5. The Contractor shall be responsible for checking the identity of the recipients and collecting their signature on the distribution list before handing them the cash together with the payment slip. The Contractor shall deliver full amount of money in cash and process payment to each recipient according to the provided distribution list. All the undeliverable payments need to be communicated to PIN responsible person without undue delay.
6. PIN shall monitor each cash distribution on the distribution site and the Contractor shall, by all means, provide the support needed for PIN staff to oversee the deliveries of cash payments. Should the Contractor proceed payments without following the instructions laid out in this Article, PIN will not deem the corresponding amount as eligible, hence PIN will not reimburse this amount nor pay any commission to be paid from respective amount, to the Contractor.
7. After the disbursement of cash to PIN recipients and based on accounts reconciliation, the Contractor shall deliver to the authorized PIN staff the originals of signed and stamped payment documentation such as, but not limited to, distribution lists, payment receipt notes confirming the delivery of cash to the PIN recipients (PRN) and other required documents (hereinafter jointly referred to as the “**Documentation**”). After the Documentation is checked and approved, the Contractor and PIN staff stamp and sign the handover protocol.
8. The Contractor has to be able to provide payments in XXXX in higher amounts **XXX (DEPENDING ON LOT)** and to distribute banknotes of small nominal value. PIN will reimburse the payments to the Contractor in USD and the corresponding exchange rate shall be fixed by mutual written, signed and stamped, confirmation of contractual parties on the day of the actual payment of the cash to the PIN recipients.
9. The Contractor shall provide PIN with a weekly credit limit up to **XXX USD**.
10. **Rights and Obligations of the Parties**
11. The delivery of cash payments shall be to various PIN recipients in **XXX (DEPENDING ON LOT)** Governorates in XXXXXXXX.
12. The Contractor is obliged to provide PIN with names of all local financial delivery agents and/or offices and representatives well in advance, so that PIN can conduct its own security background check and screening. PIN reserves the right to refuse a specific financial delivery agent and/or office based on the security check findings.

1. The Contractor is obliged to immediately and without undue delay inform PIN of any event, when the Contractor receives requests from the local authorities for payment of any taxes or fees related to the parties’ performance under this Contract. Such events must be reported by the Contractor via email to **XXX (DEPENDING ON LOT).**
2. The Contractor undertakes to carry out the work in its own name. The Contractor is authorised to sub-contract its obligations under this Contract to third parties, however, the Contractor remains responsible to PIN for execution of the work and performance of this Contract. In case the Contractor subcontracts any sub-contractor (e.g. transportation-related services) in connection with this Contract, the Contractor must ensure that all the obligation imposed in this Contract on the Contractor (such as e.g. obligations stipulated Article I. and Article VI. hereof) apply also to these sub-contractors and shall, for this purpose, include a corresponding provision into the subcontracts with them. The Contractor is solely responsible to report to PIN all of such requests for payments received by its sub-contractors in this regard as well as to ensure that all the administration relating to these services refer to their humanitarian nature.
3. PIN shall not be responsible to pay any applicable tax liabilities to the local authorities, which may arise out of or in connection with this Contract. The Contractor is responsible for the taxation of the amount paid.
4. The Contractor has to be able to communicate through different means of communication (such as email, phone, WhatsApp…) in both Arabic and English languages.
5. Neither party shall assign nor transfer the Contract or any portion of the Contract without prior consent of the other party.
6. The Contractor must consult regularly with PIN and notify PIN promptly of any problems or changes that could affect the successful completion of the activities according to this Contract.
7. **Duration of the Contract**

1. The Contract shall be effective from **DDMMYYY** to **DDMMYYYY**.

2. Both parties may extend the Contract for additional periods through written amendment at least 15 days before the end of the Contract.

3. The last week of the Contract duration shall be dedicated to the settling of accounts only. The Contractor will not proceed with any payment during that period.

1. **Remuneration**

1. For the provision of financial services according to this Contract, the Contractor charges PIN percentage fee of the total transferred amount to the recipients (hereinafter referred to as the “**the Contractor's Commission**”) in accordance to the attached ***Annex I – List of Fees***. The Contractor´s Commission is fixed for the duration of 12 months starting from the date of conclusion of this Contract.

2. The total maximum amount of the Contractor’s Commissions rendered under this Contract is **XXX (DEPENDING ON LOT)**. PIN will not reimburse any further payment requests from the Contractor, which would in sum with all the payments already provided to the Contractor under this Contract, exceed this maximum amount of Contractor´s Commissions, unless the Parties mutually agree on the extension of this amount.

3. Within ten working days of the signature of the handover protocol in compliance with Art.I, par. 6 hereof and after the invoice is delivered to PIN office, PIN reimburses the amounts the Contractor had paid on behalf of PIN to the recipients and pays the Contractor´s Commission in USD. PIN releases any payments to the Contractor via bank wire to the bank account of the Contractor.

4. PIN pays the Contractor's Commissions after each distribution has been carried out in compliance with this Contract and the Documentation and invoice is delivered to PIN.

5. Bank transfers between PIN and the Contractor are sent in SHA regime. This means that bank fees and commissions from the sending bank are covered by PIN. Bank fees and commissions from the intermediate bank are shared equally between PIN and the Contractor. Any fee, commission or other duty to pay from the Contractor’s bank shall be borne by the Contractor. The fact, that PIN is in delay in payments of the invoices, must not be the reason for the Contractor to stop other distributions for PIN.

6. PIN has the right to reasonable proportionate reduction from the Remuneration in case the Contractor does not perform the Services duly, properly and/or in time and/or does not remedy any insufficiencies.

1. **TERMINATION OF THE CONTRACT**
2. Each party is entitled to terminate this Contract immediately if the other party breaches any of the agreed terms. PIN is further entitled to terminate the Contract immediately in case of force majeure (such as civil disorder, military action or any similar cause beyond the control of any party), which makes impossible the performance of this Contract or would cause delay in performance of this Contract or if this Contract is based on material misrepresentation of the Contractor or if any of the missions of PIN in Middle East is abolished and cancelled as well as all activities of the branch and mission of PIN in Iraq or if the Contractor no longer satisfies the criteria based on which the Contract has been awarded to it in case there was a tender for awarding the Contract.

1. The termination is effective upon delivery of the termination notice to the other party. In the event of early termination of the Contract by PIN, PIN shall pay the Contractor only for the Services satisfactorily performed by the Contractor. If the Contract is terminated for a breach by the Contractor and PIN may not use the provided Services then the Contractor does not have right for any remuneration. After the delivery of the termination notice, the Contractor is obliged to perform all things that must be performed immediately to prevent detriment to PIN.
2. **Warranties**
3. Forbidden Practices: The Contractor hereby declares and warrants that the Contractor rejects corrupt, fraudulent, collusive and/or coercive practices and the Contractor has neither been engaged in such practices nor have been irrevocably convicted of an offence or a crime concerning its professional conduct.
4. Employment and Subcontracting: The Contractor shall respect social rights and provide its employees with proper working conditions based on international labor standards. The Contractor shall not engage in the employment of children. Where applicable, the Parties shall also consider environment and avoid Contractors and sub-Contractors of any connection with a party to a conflict, involvement in the supply of transport of illicit arms and/or land-mines, or involvement in the unethical exploitation of natural resources. PIN may conduct on-site visits or use equivalent methods to ensure compliance of the Contractor with these principles.
5. Code of Conduct: The Contractor hereby declares and warrants that the Contractor has read and understood the Essentials of PIN Code of Conduct and Key Policies, and agrees to uphold the standards of conduct required. Electronic copy of these principles is available at:

https://www.peopleinneed.net/media/publications/1844/file/\_pin\_code\_of\_conduct\_and\_key\_policies\_essential-principles\_final\_2022.pdf

1. Preventing Transactions with Sanctioned Groups and Individuals: The Contractor bears responsibility for ensuring, during the entire Contract period, compliance with economic sanctions laws and regulations, including the laws enforced by the United States Department of Treasury’s Office of Foreign Assets Control (“OFAC”), the United States Department of State, as well as any similar laws defined by the European Union (“EU”), the United Nations (“UN”) or the Czech government. The Contractor may not have transactions with, or support, any organizations and/or individuals who commit, threaten, or support terrorism.
2. Trafficking in Persons: For the duration of this Contract the Contractor and his employees, consultants or volunteers may not
3. engage in trafficking in persons as defined in the Protocol to Prevent, Suppress, and Punish Trafficking in Persons, especially Women and Children, supplementing the UN Convention against Transnational Organized Crime;
4. procure commercial sex act during the period of this Contract;
5. use of forced labor in the performance of this Contract.
6. Conflict of Interest: The Parties shall take all necessary precautions to avoid or end conflicts of interests and the Contractor shall inform PIN without delay of any situation constituting or likely to lead to any such conflict. It is obligation of PIN to notify the donor in writing and without delay. There is a conflict of interests where the impartial and objective exercise of the functions of any person under this Contract is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other shared interest with another person.
7. Authorized Access: The Parties shall give the donor, PIN or any other person or organization authorized by the donor or PIN (hereinafter jointly referred to as the “Authorized Persons”), full and on-the-spot access to any location where this Contract is or was performed, and to all documents and information in relation to the performance of this Contract. The Parties shall also allow access for on-site visits and field or headquarters audits, and any checks, inspections and verifications to be carried out by the Authorized Persons. Parties shall abstain from any obstructive practice, which could hamper such right of the Authorized Persons.
8. Intellectual Property Rights: Unless agreed by the Parties otherwise in writing, ownership of the results of the Contract performance, including but not limited to industrial and intellectual property rights of the reports and other documents relating to it, shall be vested in PIN. The Contractor undertakes to ensure that it has all the rights to use any pre-existing industrial and intellectual property rights for the Contract performance by the Contractor. To avoid any doubts, PIN hereby acquires without further charge the right to use the results and pre-existing rights in any manner unlimited by the amount, time and territory and may authorize third persons to do so.
9. Misconduct Reporting: Any known or suspected cases of unacceptable behavior which interfere or threat to materially interfere with the provisions of these Warranties must be reported without undue delay to PIN to one of the following addresses:
* for suspicion of fraud, corruption, theft, embezzlement etc.: fraud@peopleinneed.cz
* for safeguarding and PSEAH cases: psea@peopleineed.cz
* for any other serious complaints (incl. terrorism financing or money laundering): report@peopleineed.cz.

All information will be treated with the upmost confidentiality.

1. Investigation: The Contractor undertakes to investigate and to fully cooperate with any investigation into the events described in the previous paragraph, whether led by the Contractor, PIN, the Donor or any of their authorized representatives. The investigation may include inspections, on-spot checks and any other methods necessary to investigate the events. PIN shall have the right to start its own investigation into the events at its own discretion if the Contractor´s investigation processes are not adequate or investigation is not duly started.
2. Consequences for Non-Compliance: The misrepresentation of the Contractor in regard of any of the above-mentioned warranties or the involvement of the Contractor in any of these situations described shall constitute the right of PIN to terminate this Contract immediately as in case of a substantial breach of this Contract. In case of such termination PIN shall have the right for reimbursement of damages.

# **V. Final Provisions**

1. **Personal Data**: The Contractor is aware that his/her personal data or the personal data of its representatives provided in this Contract will be stored in PIN internal systems for the purpose of the this Contract, and for the period of the Agreement duration and further for the period required by the donor funding the project, or by the legislation binding for PIN. Other information relating to the processing of these data by PIN are provided on PIN website: https://www.clovekvtisni.cz/en/personal-data-protection-policy-1s.
2. **Confidentiality Clause**: Any information that is related to PIN, its activities, contracting partners or beneficiaries disclosed to the Contractor in connection with performance of the agreed activities under this Contract shall be treated as confidential (hereinafter the “**Confidential Information**”). This provision shall not apply to any information having general character and no capacity to identify the objects of protection specified in the previous paragraph. The Contractor shall hold in confidence and not disclose any portion of the above-mentioned confidential information to any third party except for persons authorized by PIN or by law. The Contractor may only use the confidential information for the purposes authorized by PIN and shall not use them for his/her own purposes. The obligation under this provision shall survive the expiration or termination of this Contract.
3. **Damage Exemption**: By entering this Contract, the Parties acknowledge and understand that the donor of PIN cannot under any circumstances or for any reason whatsoever be held liable for damage or injury caused or sustained by the staff or property of the Parties or their subcontractors while the Contract is being performed or because of the Contract.
4. **Modifications**: The Contract contains the entire agreement of the parties related to the subject matter hereof, and no representation, inducements, promises or agreements, oral or otherwise, between the parties not included herein shall be of any force or effect.  This Contract may be supplemented, amended, or modified only in writing executed on behalf of both parties.
5. **Language Versions**: Should this Contract be translated to a language other than English for signature, the English language version will prevail in the event of differences between the two versions.
6. **Jurisdiction**: This Service Contract and all legal relations arising out of it, including disputes, shall be governed exclusively by the Czech law. Any dispute arising from the performance of the Service Contract shall be decided by the courts of the Czech Republic; the local court authorized to decide on such dispute shall be the court in the territory of which PIN has its registered seat.
7. **Signatures**: The Contract shall be produced in two counterparts and each party shall receive one copy. The parties declare that the Contract is an expression of their free and true will and that they have read the Contract in full. In witness thereof, they attach their signatures.

**Signed in two originals by the duly authorized representatives of both parties.**

**Name & date & signature & stamp on all pages is required.**

In \_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_ In \_\_\_\_\_\_\_\_\_\_\_\_ on \_\_\_\_\_\_\_\_\_\_\_

For PIN: For Contractor:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: Name:

Position: Position:

**Annex:** List of fees(as per the winning offer in the preceding tender)

**ANNEX I – List of Fee Rates**