

ANNEX A: GENERAL TERMS AND CONDITIONS

Framework Agreement for Money Order Transfer Services

Reference Number: “PRCS-NHQ/FSP/MO/02/2022-[Mobile money transfer services](#)”

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 the PRCS.

2. ASSIGNMENT OF PERSONNEL

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

3. OBLIGATIONS

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

- (a) Shall neither seek nor accept instructions from any authority external to the PRCS in connection with the performance of its/their Services under this Agreement.
- (b) Shall refrain from any action which may adversely affect the PRCS and shall fulfil its/their commitments with the fullest regard for the interests of the PRCS.
- (c) 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.
- (d) 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.
- (e) Shall not advertise or otherwise utilize to its/their advantage the fact that it is or has been a service provider with the PRCS.
- (f) Shall not, in any manner whatsoever use the name, emblem or official seal of the PRCS or any abbreviation of the name of the PRCS 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 PRCS Secretary General or his/her designate.
- (g) Shall not communicate at any time to any other person (legal or natural), Government, National Society or authority external to the PRCS any information known to it/them by reason of its/their association with the PRCS which has not been made public, except in the course of their duties or by authorisation of the PRCS Secretary General or his/her designate; nor shall service providers or assigned individuals at any time use such information to its/their private advantage.
- (h) When performing the services on PRCS premises or at any location when representing the PRCS, 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 PRCS’s Code of Conduct (a copy of which has been provided by the PRCS). 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.
- (i) The obligations set out in sub-clauses (e), (f) and (g) above shall continue upon expiration or termination of this Agreement with the PRCS.

4. REPRESENTATIONS AND WARRANTIES

The Service Provider represents and warrants:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) It respects the basic social rights and working conditions of its employees, servants, agents and sub-service providers.
- (e) There are no material claims or allegations outstanding against the service provider that might adversely affect the PRCS or its reputation.

5. TITLE RIGHTS

- (a) During the term of this Agreement, the Service Provider shall disclose to the PRCS 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 PRCS by the Service Provider.
- (b) The PRCS 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 PRCS by the Service Provider. At the request of the PRCS, the Service Provider shall assist in securing such property rights and transferring them to the PRCS in compliance with the requirements of applicable law. At the request of the PRCS, 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 PRCS in compliance with the requirements of applicable law.
- (c) All materials prepared as well as, all data collected and processed in the course of the Service Provider's work for the PRCS is the property of the PRCS. 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 PRCS Secretary General or his/her designate.
- (d) Title to any equipment and supplies which may be furnished by the PRCS shall rest with the PRCS and any such equipment shall be returned to the PRCS as soon as possible, when no longer needed by the Service provider. In any event, all equipment and supplies must be returned to the PRCS upon the termination or expiration of this Agreement. Such equipment, when returned to the PRCS, 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 PRCS 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 PRCS 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 PRCS due to such delay may be withheld from any amounts owed to the Service Provider.

8. TERMINATION

- (a) 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 ten days in the case of agreements for a total period of less than two months and one month in the case of agreements for a longer period.
- (b) This Agreement may be terminated by the PRCS with immediate effect at any time if the Service Provider has breached any of his contractual obligations with the PRCS or if in the reasonable opinion of the PRCS the service provider has brought or is reasonably likely to bring the Red Cross/Red Crescent Movement's reputation into disrepute.
- (c) 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 PRCS. Additional costs or damages incurred by the PRCS resulting from the termination of this Agreement by the Service Provider or by the PRCS in accordance with para (b) above, may be withheld from any amount otherwise due to the Service Provider by the PRCS.

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 PRCS 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 PRCS 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 PRCS 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 PRCS.

11. INDEMNIFICATION AND INSURANCE

- (a) The Service Provider shall indemnify, hold harmless and defend at its own expense the PRCS, 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.
- (b) 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 PRCS 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.
- (c) The Service Provider shall maintain adequate insurance coverage in order to indemnify the PRCS 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 PRCS with proof of such insurance coverage on the date of the conclusion of an agreement and thereafter at the request of the PRCS.

12. OFFICIALS NOT TO BENEFIT



ہلال احمر پاکستان

The Service Provider represents and warrants that no official of the PRCS 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 PRCS'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 PRCS.

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 in Pakistan. 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. PRCS 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 PRCS.



بلال احمر پاکستان

ANNEX C: SPECIAL TERMS AND CONDITIONS

1. APPLICATION OF THIS ANNEX: The conditions as described in this Annex are complementary to the General Terms and Conditions of the PRCS, and shall be considered an integral part of this Agreement when a third party 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 PRCS, the following shall be adhered to by the Service Provider:

2.1 Pre-conditions for cash distribution:

- (a) The Service Provider shall facilitate cash transfers to beneficiaries via their agents networks, franchise, and branches etc.
- (b) After signing of two years Framework Agreement, the FSP shall be given purchase order to make sure transfer of money orders within 7 days of purchase order/work order.
- (c)
- (d) The Service Provider has a secure electronic platform and a web based or electronic system that allows PRCS access to the beneficiary's information and can track the money order disbursement from the point of order to receipt of money. Likewise, the FSP also in-place a web based or electronic system that allows activation, loading and deactivation and suspension of beneficiaries account if required and generated by the FSP baring terms and conditions in mind.
- (e) The Service Provider shall nominate a focal person who can provide support including resolving technical issues and information on money order transfer to the PRCS during office hours;
- (f) The Service Provider shall provide training to the PRCS on request by the PRCS, including training on the procedures of the cash transfer process, and shall provide user training material;
- (g) The Service Provider shall ensure that funds are available on the specified dates, to assure money transfers to beneficiaries via the agent/branch networking system at the time agreed with the PRCS;
- (h) The Service Provider shall ensure development of procedures for processing and reconciliation of money transfer data;
- (i) The Service Provider shall ensure appropriate and secure information technology systems to receive and provide information and data relating to the money transfer process in accordance with country legal requirements;
- (j) The Service Provider warrants that it is aware of any applicable restrictions on the transfer or return of money orders and shall take appropriate steps to address these restrictions, if any, and
- (k) The Service Provider is solely and fully responsible for any and all payments to its agents, branch, 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 Money Orders distribution:

- (a) The Service Provider shall disburse money orders to individual beneficiaries after taking essential securities measures including verification of National Identity, specific ID numbers if any and biometric verification if applicable.
- (b) The service providers are able to notify about the cash grant to the enlisted recipients e.g. the recipient can be informed through SMS messages or phone calls.
- (c) The Service Provider shall ensure that the Money Orders are fit for purpose and that Money Orders
 - a. Contain some security measures (e.g. are Transaction ID),
 - b. Contains recipient information that can be crossed check with the information being provided at time of receiving of Money orders.
- (d) The Service Provider shall honour the term of validity of the Money Orders Transfer, which shall be for a minimum of one months from the point of transfer..
- (e) The service provider shall honour PRCS staff and volunteer to visit Money Orders distribution agents/branch who can check record, conduct interviews and seek beneficiary feedback provided that the FSP is prior informed about the monitoring mechanism of PRCS.
- (f) 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 PRCS;
- (g) The Service Provider shall receive, hold, release and return the funds only in accordance with this Agreement.
- (h) The Service Provider shall act, or refrain from acting only on instructions, approval, consent or notice given by the PRCS pursuant to this Agreement. The Service Provider shall act on written instructions signed by an authorized representative of the PRCS.

2.3 Conditions subsequent to cash distribution:

- (a) Adequate records shall be maintained by the Service Provider including records of all Money Orders transfers and other records as the PRCS may reasonably request.
- (b) The Service Provider shall provide the PRCS on a weekly basis official written records of accounts that list (i) all funds received from PRCS to holding account, (ii) all transfers to beneficiaries, via Money Orders, (iii) total record of collected and un collected Money orders,(iv) The reports shall also include any other information the PRCS may reasonably request.
- (c) The Service Provider shall immediately notify the PRCS in writing if it receives notification of any claim against the funds.
- (d) Any recipient couldn't collect money order within the validity period shall be voided unless the PRCS requests an extension of the usage period, if this is technically possible. If there is no such request, the total value of uncollected funds excluding service fee, shall be returned to the PRCS within 30 days , where requested by the PRCS.
- (e) Except as may be required by law and expressly indicated to the PRCS 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*, any information related to beneficiaries such as personal details.



2.4 Additional Conditions:

PRCS will not pay for any amount which is paid due to the FSP's mistake or

3. OBLIGATIONS OF THE PRCS:

3.1 The PRCS shall provide to the Service Provider a list of the total number of beneficiaries to receive the money orders and the worth of the money orders to be transferred. The list shall be provided at least 24 hours before activating the cash transfers.

3.2 The PRCS shall ensure that all enlisted persons shared with the Service Provider are eligible beneficiaries for money orders.

3.3. PRCS shall ensure and share Money Orders transfer details with the FSP.

3.4. PRCS shall nominate primary point of contacts to support mobile money transfer programmes.

3.5 The PRCS 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 as per the agreed timeframe before the transfers are payable.

Bank name:

Bank address:

Account name:

IBAN:

SWIFT code: