

# Scheme Participation Agreement Template

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    - Description:
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## About the Mojaloop Community Business Document Project

This document is part of the Mojaloop Community Business Document Project. The project is intended to support entities (countries, regions, associations of providers or commercial enterprises) implementing new payments systems using Mojaloop code. These entities will also need write Business Rules that participants in the system will follow.

The Mojaloop Community Business Document Project provides templates for Business Rules and related documents. There are many choices involved in implementing a new payment system: the templates show some of the choices and, where appropriate, commentary is provided on how the particular choice is related to the goals of a Level One aligned system.

The following documents are part of the project:

- Scheme Key Choices
- Scheme Participation Agreement Template
- Scheme Business Rules Template
- Platform Operating Guideline Template
- Exception Management Operating Guideline Template
- Uniform Glossary

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## 1. Participation Application and Agreement

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Note: the goal of this document is to have it contain the minimal necessary provisions to evidence a DFSP's application to join the Scheme and abide by its Business Rules. In particular, future changes to the Business Rules should not result in a need to re-sign or amend this agreement.

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The undersigned organization ("*Applicant*") hereby applies for participation in the [Scheme], a [a legal form of company] organized and existing under the laws of [define] and if accepted by [Scheme] agrees that Applicant's participation in the Scheme will be subject to the following terms and conditions. This Application and Agreement is dated \_\_\_\_\_ and shall become effective and binding upon the Applicant as of the date shown below when signed on behalf of the [Scheme] (the "*Effective Date*"). From the Effective Date, Applicant shall be called a "*Participant*." Applicant acknowledges that this

Participation Application and Agreement is supported by adequate mutual consideration. Terms not defined in this Application and Agreement will have the meanings as set forth in the Business Rules, as defined below.

- Applicant shall be bound by and shall observe all of the provisions of the Business Rules.
- The Business Rules comprise the Business Rules and the Associated Documents and other documents that may be designated as Associated Documents from time to time by the Scheme. Business Rules and Associated Documents include all other documents as designated in those documents.
- The Scheme may amend the Business Rules from time to time as it deems appropriate, providing Participants such reasonable advance notice of changes or additions as the Scheme may find appropriate in the circumstances.
- Participants will pay Fees as specified in the Business Rules.
- Termination:
  - A Participant may terminate participation at any time without cause on X days' written notice. Such termination will be subject to provisions in the Business Rules regarding the costs and procedures for winding down the Participant's operations with respect to the Scheme. The Participant will remain liable for all Fees and other charges and liabilities incurred pursuant to the Business Rules through the effective date of termination.
  - The Scheme can terminate a Participant for causes provided in the Business Rules.
  - Termination of a Participant for cause will be subject to obligations upon termination and procedures specified in the Business Rules.
  - License. Participant is granted a license to participate, including use of Scheme Property, upon terms as specified in the Business Rules. Participant is licensed to provide Services using Scheme Processing Components and the Scheme Brand and to use Scheme Property in the following countries:
  - Information Submissions. Applicant warrants and represents that all information submitted to the Scheme in support of this Participation Application and Agreement is correct and complete as of the date of this application.

## **1.1 Applicable Law.**

- Choice of Law. This Application and Agreement and the Business Rules shall be construed and applied in accordance with the laws of [specify] and not by provisions of such laws which would determine which jurisdiction's laws would apply in the absence of this choice of law provision.
- The Scheme and Participant will conduct all performance in connection with the Scheme in compliance with Applicable Law.
- Business Rules will not be understood to require any action that would cause the Scheme or the Participant to violate Applicable Law. Any conflict between Applicable Law and a provision of the Business Rules will be resolved in accordance with procedures specified in the Business Rules. No such resolution shall require Participant or the Scheme to take any action or refrain from any action that would cause it to violate Applicable Law.

The Applicant has caused this Application and Participation Agreement to be signed on behalf of Applicant by the individual indicated below subject to the Applicant's warranties and representations that such individual has been authorised by all necessary and appropriate company action to enter into this Application and Participation Agreement as of the date indicated above and that when signed on behalf of Applicant and accepted by the Scheme, will form a binding and enforceable obligation of Applicant as of the date indicated below.

## **1.2 Signature Block: Applicant and Scheme**