

THE REGISTRATION OF DOCUMENTS

ACT (CAP. 117)

TUWAMIF SERVICES`S FOR STAFFS`
BENEFICIARIES FACILITATION AGREEMENT

BETWEEN

TUNZA WAZAZI MICRO-FINANCE TANZANIA
COMPANY LIMITED "TUWAMIF"

AND

Mr/Mrs/Dr./Prof./Eng.....

CONTRACT # _____

DRAWN BY:

TUWAMIF
SALASALA, KILIMA HEWA,
SERONGA ROAD, PLOT #370
P.O. BOX 63262,
DAR ES SALAAM

AGREEMENT FOR CHANNELING OF EDUCATION ALLOWANCE

This Agreement is made at Dar es Salaam this _____ day of _____ 20__

BETWEEN

TUNZA WAZAZI MICRO-FINANCE TANZANIA COMPANY LIMITED a Limited Liability company having its registered office in Dar es Salaam in the Republic of Tanzania and whose postal address is at SalaSala, Kilima Hewa, Seronga Road, Plot # 370, P. O. Box 63262, Dar es Salaam aforesaid (hereinafter called **“TUWAMIF”** which expression shall include its successors and assigns where the context so admits) **OF THE ONE PART**

AND

_____(First-name);
 _____(Second-name);
 _____(Last-name) with NIDA#
 ||_|_|_|_|_|_|_| --_|_|_|_|_|_|_|--_|_|_|_|_|_|_|--
 || employee payment number / Check number
 _____an individual natural person having his/her address
 at _____ TEL
 #1: _____ TEL #2 : _____,

Email address: _____aforesaid (hereinafter called **"the Contributor"** which expression shall include its successors and assigns where the context so admits) **OF THE OTHER PART**

WHEREAS the plan (TUWAMIF) is a scheme established for the purpose of channeling of substance allowances for the contributor herein who are self employed or employee at

_____ (organization, institute, authority or any other government agency) focusing to finance the contributor's beneficiaries.

WHEREAS the plan (TUWAMIF) is willing at consideration and terms to be agreed to facilitate the payment of the post channeled education allowances to the (first name) _____, (second name) _____, (Last name) _____ a (Father/Mother/Uncle/Aunt/Cousin/Nephew/GrandParent/Friend/Brother/Sister) _____ or _____ to

_____ (Project/Activity/Occasion/others) located at _____
 (Region) _____, (District) _____,
 (Village) _____, Tel/Mob: _____
 _____ respective contributor's beneficiary.

For the period starting this _____ (month) and (year) _____ till this _____ (month) and _____(year). The channeled amount from contributor herein who are the staffs or employees at _____

_____ (Public/Private/NGO`s) which shall facilitate implementation of the said agreement.

AND WHEREAS the contributor agrees to channel the said Education Allowance via T UWAMIF Scheme to the receiver / beneficiary monthly for the period of _____ months from his/her monthly salary/personal bulk deposit/other source _____.

Contribution Details

Employee payment number / Check number	
Contribution Amount (Tshs)	
Monthly Service's charge(Tshs)	
Total Contribution Amount (Tshs)	
Duration o contribution (month's)	

NOW THIS AGREEMENT WITNESSTH AS HEREUNDER

1. CHANNELLING OF EDUCATION SUPPORT

In consideration of terms and conditions described in this agreement, T UWAMIF shall channel the amount of Tanzanian Shillings _____ from the contributor's source of income to (one or multiple) beneficiary named as:-

A. First name _____;
Second Name _____
Last Name _____
a (Uncle/Aunt/Cousin/Nephew/Friend/Brother/Sister) who is
located at
(Region) _____,
(District) _____
(Village) _____
Tel/Mob: _____

B. First name _____;
Second Name _____
Last Name _____
a (Uncle/Aunt/Cousin/Nephew/Friend/Brother/Sister) who is
located at
(Region) _____,
(District) _____
(Village) _____
Tel/Mob: _____

C. First name _____;
Second Name _____
Last Name _____
a (Uncle/Aunt/Cousin/Nephew/Friend/Brother/Sister) who is
located at
(Region) _____,
(District) _____
(Village) _____
Tel/Mob: _____

2. COLLECTION AND DELIVERY TIME

TUWAMIF shall request establishment of contribution code into private, and/or government institutions and prefers the delivery date of contributions to be on 24th of every month. And further that, TUWAMIF shall channel the education allowance with reasonable notification email and or sms to contributor's beneficiary. Where the education allowance cannot be made within the period set forth, TUWAMIF shall notify the contributor and their beneficiary of the expected period within which the funds will be delivered to the beneficiary.

3. BANK SERVICES

The contributor shall bear the cost for opening an account to non account holder for their beneficiaries [parents, guardians, or dependents] save only where the bank account is provided by the contributor during the registration but subject to confirmation with respective bank; NMB BANK, as preferred bank for the plan by TUWAMIF.

4. LIMITATION OF LIABILITY

The released value of the contributed education allowance is hereby specifically stated by contributor to be Tanzanian Shillings _____ only. The agreed value shall be channeled and charged in monthly basis as per (select one) category "See Section 6";-

- A. Individual
Block figure _____ TSH OR Percentage _____ of _____ TSH
- B. Group/Family
Block figure _____ TSH OR Percentage _____ of _____ TSH
- C. Company/NGOs`
Block figure _____ TSH

The rates quoted in this agreement are subjected to periodic review upon a written agreement between the parties herein. Protection against loss or wrongly channeling of education allowance exceeding contributor liability under this agreement may be secured, if desired, by obtaining additional insurance coverage through contributor.

5. INSURANCE

Notwithstanding the declaration of value in Section 4, TUWAMIF (T) Co. Ltd hereby declares the total amount at recipient to be TZS _____ of which contributor obtains insurance coverage for a total protection.

6. CHARGES

These are money contributed monthly from an individual or group to beneficiary aimed for supporting educational activities of an individual or group. Client shall have to comply with Section 2 of the main contract termed AGREEMENT BETWEEN TUWAMIF AND AUTHORITY/EMPLOYER

6.1. TWM-ES from Individual; Code TWM-ES01

These are money deducted/contributed from contributor source of fund such as salary intended to specified education activities or beneficiary under monthly or at lump sum basis. These shall be executed by either of the followings;-

6.1.1. Contributing by Block Figure; Code TWM-ES01BF

The minimum monthly deducted amount shall be 40,000/=TSH. These shall comply with;-

- a) Clause 2.1.1 and 2.1.2 remain;
- b) Clause 2.1.3 and 2.1.4 set as 1,850/=TZS;
- c) Clause 2.1.5 set as 9% "optional".

6.1.2. Contributing by Percentages; Code TWM-ES01PT

The contributor shall comply with;-

- a) Clause 2.1.1 and 2.1.2 shall remain;
- b) Clause 2.1.5 set as 6%
- c) There shall be service facilitation charges served as follows;-
 - i. Class A; 5% of (X); charges Annexure A;
 - ii. Class B; 7.5% of (X); charges Annexure A;
 - iii. Class C; 10% of (X), charges Annexure A

6.2. TWM-SB from Group/Family; Code TWM-ES02

These are education allowances contributed from a group of people of same location or from a number of organized family members toward a beneficiary. These shall be executed by either of the followings;-

6.2.1. Contribution by Block Figure; Code TWM-ES02BF

The minimum monthly deducted amount shall be 40,000/=TSH. These shall comply with;-

- a) Clause 2.1.1 and 2.1.2;
- b) Clause 2.1.4 and 2.1.5 set as 1,925/=TZS;
- c) Clause 2.1.5 set as 7.0%;

6.2.2. Contribution by Percentages; Code TWM-ES02PT

These shall comply with;-

- a) Clause 2.1.1 and 2.1.2 shall remain;
- b) Clause 2.1.5 set as 6.0%
- c) There shall be service facilitation charges served as follows;-
 - i. Class A; 5% of (X); charges Annexure A;
 - ii. Class B; 7.5% of (X); charges Annexure A;
 - iii. Class C; 10% of (X), charges Annexure A

6.3. TWM-SB from Company/NGOs; Code TWM-ES03

These are education allowances contributed from company/s or NGO's to one or more identified beneficiary. These shall be executed by individual through block figure contributions.

6.3.1. Contributing by Block Figure; Code TWM-ES03BF

The minimum monthly deducted amount shall be 40,000/=TSH. These shall comply with;-

- a) Clause 2.1.1 and 2.1.2 remain;
- b) Clause 2.1.3 and 2.1.4 set as 1,990/=TZS;
- c) Clause 2.1.5 set as 10%.

6.4. The TUWAMIF reserves the right to vary the charges rate upon issuing a 30 days prior notice to the Contributor and Authority using sms, email and calls. Any such variation of charges rate shall act retrospectively

7. CONTRIBUTOR'S LIEN

TUWAMIF shall have a general lien on any and all transaction involved in subsequent channeled or depository by contributors for the information interchanged or performance of the other services. Such lien shall also be extend to such transaction for all lawful claims for money, advanced education allowance, interest, communication privileges, and other charges in relation to such transaction or any part thereof for all charges and expenses for notice and advertisement of sale of the goods where there has been a default in satisfying banks obligation under this agreement: and for all court costs and reasonable attorney fees in collecting such charges or enforcing such lien or in defending itself in the event that it is made party to any litigation concerning the goods while they are in its possession.

8. OWNERSHIP OF TRANSACTION

TUWAMIF represents and warrants that banks is lawfully possessed of described transactions and has the authority to channel/transfer and/or accounting for such transaction in accordance with the terms of this agreement. TUWAMIF shall indemnify contributors in the event of any adverse claim or in the event contributor is made a party to any litigation by reasons of having the transaction, or any portion thereof, channeled, or deposited, and shall pay attorney fees and court costs, if any incurred in connection with such litigation.

9. GOVERNMENT RECOGNITION

The plan for executing requested **Service's** shall be subjected to government regulations and the service to be performed in accordance to this agreement shall be governed by rates, interest, and regulations of micro-finance bodies.

10. CHANGE OF BENEFECIARIES' PARTICULARS

The contributor shall promptly notify in writing of any change of particulars of beneficiary and where required provide bank accounts, address or other details to TUWAMIF.

11. DELAYS

In the event the TUWAMIF is delays in the processing of disbursement of education allowance, but due acts of God, fire, flood or any other unavoidable casualties; or by labor strike, late processing of employees salaries, or by skipped employees contribution, or by neglect of conditions and terms, the time for disbursement of education allowance to beneficiaries shall be extended for the same period as the delay occasioned by any of the aforementioned causes.

12. CONFORMITY WITH ADVANCES AND UNFORECASTED SERVICES

The TUWAMIF agrees to re-execute any service sounding micro-finances, and warrants the disbursement performed, and agrees to

remedy any defects resulting from beneficiaries' acts which shall become evident during completion or closing of the agreement.

13. INDEMNIFICATION

In the event the disbursement of education allowance to beneficiaries due to TUWAMIF gross negligence, the TUWAMIF agree to top-up a 1% disturbance charges as liquidated damages until such time as disbursement is completed.

14. DEFAULTS; REMEDIES.

The occurrence of any one or more of the Additional Events of Default set forth in this agreement or any of the following events shall be an event of default:

A. Death, Dissolution, etc.

If the beneficiary or contributor is an individual, death of the beneficiary or contributor; or if the beneficiary is a partnership, death of a general partner; if the beneficiary or any entity or surety named before in Section 1 of the Schedule is a Registered Organization, dissolution or termination of the existence of such Registered Organization, or failure of the Registered Organization to continue to operate as a going concern;

B. Court Order or Decrees

- i. An approval or consent of the beneficiary, by any court of competent jurisdiction, approving a petition seeking reorganization of the beneficiary or appointing a new receiver, trustee or liquidator of the beneficiary or of all, or respective bank account being under investigation as per bank notice, or and such order or judgment or decree issued by the court to redirect beneficiary, death can be considered an event of default, and your default on any other disbursement of education allowance to the beneficiary can trigger default on this agreement as well.
- ii. Upon receiving above listed information and or related which trigger validity of this agreement; TUWAMIF will notify the contributor and issue a written notice of Termination of Contract to Contributor within three (3) days upon received information.

15. CONTRIBUTOR ENTITLEMENTS

A. CONDOLENCE

Subject to the provision of Section 14.A; upon the death of an active contributor or beneficiary who has contributed or receiving a education allowance in total of not less than 2years, the condolence of one month will be paid to the contributor or the named next of kin during registration with TUWAMIF.

B. CONTRIBUTOR PRIVELEDGE

For every contributor who has signed a contract for any service provided by TUWAMIF shall be entitled to an account which will enable him/her to log in and observe the

disbursement of his/her contribution to his/her beneficiaries. Furthermore, a contributor who contributed for not less than two years he/she will be entitled a free TUWAMIF email account for the whole time in which the contract survive plus a one way bus ticket to visit his/her beneficiary after every two years of contribution.

16. DISPUTE RESOLUTION

If a dispute, difference or controversy arises between parties out of or in relation to or in connection with this Agreement shall be first settled in good faith by parties by negotiation. If the dispute, difference or controversy remains unsettled within the period of forty five (45) days the same shall be finally settled by arbitration composed of two arbitrators one appointed by each party and the chair person to be appointed by the mutual consent of parties. The decision reached by the Arbitrator shall be final, binding and conclusive on both Parties.

In **WITNESS WHEREOF**, the parties hereto have executed this agreement as of the day, month and year first appearing above.

SEALED with the **COMMON SEAL** of the Said **TUWAMIF** and **DELIVERED** in the presence of us this _____ day of _____ 20__

Name: _____

Signature: _____

Designation: _____

Email address: _____

Postal Address: _____

I, CERTIFY that the Director/Manager/ Secretary of the above named TUWAMIF appeared before me on this _____ day of _____ 20__ and, being known to me acknowledged the above signatures to be theirs and that they have freely and voluntarily executed this instrument and understood its contents.

(Signature) _____

COMMISSIONER FOR OATHS

SIGNED and **DELIVERED** by the said

_____ **who** is known to me personally / identified to me by the latter _____

_____ **CONTRIBUTOR** being known to me personally in my presence this _____ day of _____ 20__.

Name: _____

Signature: _____

Designation: _____

Email address: _____

Postal Address: _____

SIGNED and **DELIVERED** by the said

_____ who is known to me personally / identified to me by the latter _____

CONTRIBUTOR being known to me personally in my presence this _____ day of _____ 20__

Name: _____

Signature: _____

Designation: _____

Email address: _____

Postal Address: _____