

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

.....

CONTRACT # \_\_\_\_\_

DRAWN BY:

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

## AGREEMENT FOR CHANNELING OF CHILD SUPPORT SCHEME

This Agreement is made at Dar es Salaam this \_\_\_\_\_ day of \_\_\_\_\_

### 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 SalaSala, Kilima Hewa, Seronga Road, Plot # 370, P. O. Box 33047, 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

I \_\_\_\_\_ (First-name);  
\_\_\_\_\_(Second-name);  
\_\_\_\_\_(Last-name) with NIDA# \_\_\_\_\_

employee payment number / Check number \_\_\_\_\_

an individual natural person having 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 facilitate the channeling of CHILD SUPPORT ALLOWANCES resulted on the decision as per *marriage laws of the year 1971, section 102, 103, and 104* where by Case Number \_\_\_\_\_ of \_\_\_\_\_ (yr.) received and listened by the \_\_\_\_\_ Court between complainant

(First-name) \_\_\_\_\_  
(Second-Name) \_\_\_\_\_

(Last-Name) \_\_\_\_\_ who has been \_\_\_\_\_ for period of \_\_\_\_\_ shall receive Child Support Allowance on behalf of beneficiary's, against accused  
(First-ame) \_\_\_\_\_  
(Second-Name) \_\_\_\_\_  
(Last-Name) \_\_\_\_\_ whom shall contribute the cost of care for children named below:-

1. First name \_\_\_\_\_;  
Second Name \_\_\_\_\_  
Last Name \_\_\_\_\_ ( )
2. First name \_\_\_\_\_;  
Second Name \_\_\_\_\_  
Last Name \_\_\_\_\_ ( )
3. First name \_\_\_\_\_;  
Second Name \_\_\_\_\_  
Last Name \_\_\_\_\_ ( )
4. First name \_\_\_\_\_;  
Second Name \_\_\_\_\_  
Last Name \_\_\_\_\_ ( )

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.

**WHEREAS** the plan (TUWAMIF) is willing at consideration and terms to be agreed to facilitate the payment of the post channeled Child support allowances to the respective contributor's beneficiary.

**AND WHEREAS** the contributor agrees to channel the said Child Support Allowance via TUWAMIF Scheme to the receiver/beneficiary monthly for the period of \_\_\_\_\_ months from \_\_\_\_\_ 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 WITHNESSTH AS HEREUNDER

### 1 CHANNELLING OF CHILD SUPPORT ALLOWANCE

In consideration of terms and conditions described in this agreement, TUWAMIF shall channel the amount of Tanzanian Shillings

(words), \_\_\_\_\_ / = per month/year from the contributor's source of income to named above whom address is located at \_\_\_\_\_.

### 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 Child support allowance with reasonable notification email and or sms to contributor's beneficiary. Where the Child support 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 as preferred bank for the plan by TUWAMIF.

### 4 LIMITATION OF LIABILITY

The released value of the contributed Child support allowance is hereby specifically stated by contributor to be Tanzanian Shillings \_\_\_\_\_ (Tshs)

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

The rates quoted in this agreement are subjected to annual review upon a written agreement between the parties herein. Protection against loss or wrongly channeling of Child support 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

6.1 Client shall have to comply with Section 2 of the main contract termed AGREEMENT BETWEEN TUWAMIF AND AUTHORITY/EMPLOYER

6.2 These are money contributed monthly, patterned to support various Child care issues, including issues generated from extra marital rulings or agreements, divorce, single parent, child outside weeding lock, step child and related. The following shall apply;-

#### 6.2.1 Child Support Allowance Scheme: Code TWM-CS01

These are money deducted from contributor source of fund such as salary intended to specified beneficiary under monthly basis. The minimum deduction shall be 44,500/=TZS.

#### 6.2.2 TWM-SB from Individual; Code TWM-CS01

These are child support allowances contributed from one of the parents/individual/s to beneficiary. These shall as follow;-

#### 6.2.2.1 Contributing by Block Figure; Code TWM-CS01BF

These together with Annexure A; shall comply with

a) Clause 2.1.1 and Clause 2.1.2 shall remain;

### 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 Child support 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 BENEFICIARIES' 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 Child support 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 Child support 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 Child support 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 Child support 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 CONTRIBUTER 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 Child support 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: \_\_\_\_\_