

## SAMPLE CONTRACT

This contract (The Agreement) is effective (Date) between

NGO/UN agency here in after referred to as the “first party“

and

Company/agent hereinafter referred to as “second party“

WHEREAS the first party desires to transfer money from Turkey into Syria within the frame of its humanitarian activities in the north of Idleb Governorate, Syria, and the second party has the proven capacity, experience and highest reasonable standard of financial due diligence to facilitate the transfers.

The Parties agree to nominate one primary contact person to manage this account on daily basis and to collaborate as follows:

### ARTICLE 1. Objective of the Agreement

1.1. The first party intends to transfer money to people residing in areas outside of the control of the Government of Syria;

1.2. The second party has the proven capacity, experience and highest reasonable standard of diligence to facilitate the transfers.

### ARTICLE 2. Obligations of the first party

2.1 Apply the highest reasonable standard of diligence\* to ensure that the money transferred under this agreement is not transferred to any individual or entity listed as a Designated Terrorist;

2.2 Coordinate what public statements / agree comms

strategy will be made regarding the transfers that involve beneficiaries;

2.3 Inform the second party of the amount of money to be transferred to Syria at least 7 days before the due date of payment so that they can arrange the necessary liquidity;

2.4 Inform the second party of the specific locations where the money is required, within a 6km radius of the most distantly located recipients, so that they can position agents within safe reach of the intended recipient;

2.5 Provide the second party with the full list of recipients 1 day before the due date of disbursement;

2.6 In a hawala transaction where no physical cash provided to the second party is taken cross-border, reimburse the same amount plus the agreed commission charge by bank transfer within no more than 3 days after the distribution;

2.7 In a transaction where physical cash provided to the second party is taken cross-border: ensure bank notes are legal tender and undamaged. Invalid or damaged notes of all types of currencies will be changed with newer ones; and

pre-agree the maximum liability allowable that can be covered by bank guarantee or private bond;

2.8 Payment will be in USD or Euro, based on a pre-agreed exchange rate (see 3.3).

ARTICLE 3. Obligations of the second party

3.1 Apply the highest reasonable standard of diligence to ensure that the money transferred under this agreement is not transferred to any individual or entity listed as a Designated Terrorist;

3.2 Provide first party's representatives with Syrian Pounds (SYP), Turkish Liras (TL) or US Dollars (USD), as appropriate, within an agreed schedule per distribution area;

3.3 Use an exchange rate equal to or more competitive than the Money Changers in the black currency exchange market;

3.4 Include all overheads, including any taxes incurred as a result of this agreement, as part of the following commission for each area:

Sarmada: 0.6%; xxx: 1.0%; xxx: 2.5%