



**Letter of Agreement**

**Between**

The Service Provider CSO (office, legal representative, contact references)



**And**

The CSO supporting the case management (office, legal representative, contact references)



All hereinafter referred collectively as the “Partners”

Given that

(Name CSO) \_\_\_\_\_ is managing an Emergency Fund financed by \_\_\_\_\_ (name of donor)

The Emergency Fund is regulated by technical and administrative Guidelines in the annex. A Crisis Task Team is in charge of the cases approval and oversight.

The beneficiary of the funds, case number....., live far from ... (CSO managing the fund) Office, in the city of....., District..... and do not have bank account into which the approved funds can be transferred.

..... (name partner CSO) has office in (address)  
....., close to the location of the beneficiary.

The Partners have agreed as follows:

**Article 1: Subject of the Agreement**

This is a solidarity and voluntary agreement, and it does not entail any kind of service contract or payment against the service offered.

The agreement covers the availability of (name partner



CSO) .....to receive and disburse the funds to the victim of case number .....

The partner..... (name of the CSO) will also facilitate the collection of the original receipts, invoices and supporting documents from the victim and guarantee that the same are properly filled in all their parts.

**Article 2: Entry into force and duration of the Agreement**

This Agreement shall entry into force from the date of disbursement of the funds by the Service Provider CSO. It shall remain in force not only till the closing of the assisted case but until the partner has transmitted the Delivery Note duly signed by the beneficiary and all the receipts and supporting administrative documents as indicated in the annex, that shall be considered an integral part of the present agreement.

No Party shall be in breach of this Agreement if such breach is caused by Force Majeure. Each Partner will notify the other of any Force Majeure as soon as possible.

An early termination shall not affect any rights or obligations of a Party leaving the Partnership incurred prior to the date of termination. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

**Article 3: Obligations of the partnership**

(Name CSO) ..... will disburse the funds to the beneficiary utilizing the bank account of..... (.....name CSO), with the following bank details:

The CSO managing the fund will make sure that the partner (.....name CSO) has understood the administrative requirements as set in the Emergency Fund Guidelines.

The partner organization (.....name CSO) will disburse the fund to the beneficiary after their receipt in the bank account and will submit to the CSO managing the fund the proof of transfer and delivery note duly co-signed by the beneficiary.

The partner (name CSO) will also collect the receipts, invoices and any other supporting document from the beneficiary and will transmit them to the CSO managing the fund by 1 week from the closing of the case.



**Article 4. Article Damage caused to third parties**

Each Partner shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said Partner’s obligations under this Partnership Agreement, or from its use of Foreground or Background.

**Article 5: Confidentiality**

The Partners agree that any information that they obtain or exchange during the execution of this Agreement is confidential.

Each Partner shall promptly advise the other Partner in writing of any unauthorized disclosure, misappropriation or misuse by any person of Confidential Information as soon as practicable after it becomes aware of such unauthorized disclosure, misappropriation or misuse.

If any Partner becomes aware that it will be required, or is likely to be required, to disclose confidential information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure

- notify the Disclosing Partner, and
- comply with the Disclosing Partner’s reasonable instructions to protect the confidentiality of the information.

**Article 6: Annexes**

The following documents are annexed to the Agreement:

ANNEX 1 – Emergency Fund Guidelines, including its Annex 6, 7 and 8 on Check list and administrative reporting.

Signed on the .....

Service Provider CSO (name)

CSO entering in the agreement

(name)

Director

Director

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