

**TRANSPORT AGREEMENT xx/2001
(Generic Model)**

This agreement is made on the

between

The Transport company AAA, street, town, hereinafter referred to as “**XXX**” (which expression where the context so admits includes its authorized officers and assigns) on the one part;

and

The (**Lead Coordinating Agency**)having it offices in Street, town , hereinafter referred to as “**UN AAA**” (which expression where the context so admits includes its authorized officers and assigns) on the other part;

Whereas

- A. AAA requires transportation services to deliver commodities from its warehouses to delivery points throughout Crisis Area.
- B. XXX provides transportation services throughout Crisis Area.

it is hereby agreed

Transportation Services

- 1. XXX shall provide AAA with transportation services primarily within the following provinces:
 - a.
 - b.
 - c.
 - d.
- 2. XXX may also be requested from time to time to deliver in the other provinces if the other transporters do not meet their obligations.
- 3. The transportation services shall include the following:
 - a. road/barge transportation and "door to door" delivery; and
 - b. all transfers from truck to truck and/or from truck to barge/barge to truck.
- 4. The transportation services shall exclude the following:
 - a. loading from the AAA warehouses to truck;
 - b. off-loading from the truck at the delivery point;
 - c. reconditioning of damaged packaging; and

- d. fumigation.

Duration of agreement

5. This agreement shall be valid for a period of ZZ (zz) months starting on the **date** and ending on the date.

Costs of transportation services

6. The **all-inclusive rate** for the transportation services described above shall be **USD xx.xx/kilometer/metric ton (gross)**. The rate shall not increase during the period of this agreement.
7. WFP reserves the right to negotiate a decrease in the rate if the market conditions change. In the event that both parties agree to a decrease in the rates, both parties shall sign an amendment to this agreement

Minimum distances and loads

8. For distances between the warehouse and delivery point of less than 25 kilometers, a distance of 25 kilometers shall be used when calculating the costs of the transportation.
9. When loads of less than 5 metric tons (gross) are transported over distances between the warehouse and delivery of 50 kilometers or less, a load of 5 metric tons (gross) shall be used when calculating the costs of the transportation.

Truck requirements and cargo restrictions

10. XXX undertakes to ensure that all trucks (including tarpaulins), transporting AAA commodities are in good working order and clean. WFP reserves the right to refuse loading trucks that are not road worthy, that have perforated tarpaulins or that are soiled with dust, dirt or other debris.
11. XXX undertakes to ensure that all trucks do not transport other cargo while transporting AAA commodities.
12. XXX undertakes to ensure that AAA commodities are protected against spoilage from fuel and/or oil.

Official Distances

13. Both parties agree to use the distance indicated on the waybill as the official distance. Payment will be made for one way distance only. The return trip shall be the responsibility of XXX.
14. Both parties agree to develop/update a single distance chart for all destinations during the period of this agreement.

15. In the event that XXX does not agree with the distance on the waybill, both parties agree to each send one (1) representative to check and confirm the distance.
16. To avoid delays in transportation invoice payments, the distance on the waybill shall be used until both parties agree on the correct distance. If the distance confirmed by both parties is different from the distance on the waybill, an adjustment shall be made on the next invoice.

Requests for transport services

17. During the period of this agreement, AAA shall request transportation services from XXX by issuing a "Landside Transportation Instruction " (LTI). See Attachment 1. The LTI shall include the following information:
 - a. requested delivery date;
 - b. dispatching warehouse;
 - c. destination province;
 - d. destination district;
 - e. delivery point;
 - f. name of consignee (organization);
 - g. the names of the persons authorized to acknowledge receipt;
 - h. the description of the commodities; and
 - i. the number of units and weights.

Transportation schedule and ETA of deliveries

18. Upon receipt of the LTI, XXX undertakes to submit a transportation schedule to the issuing office for approval a minimum of two (2) work days before the scheduled deliveries.
19. Upon approval of the transportation schedule AAA undertakes to inform the consignees of the ETA.
20. Both parties agree to inform the other party of any changes to the delivery schedule.

Coordination and liaison offices

21. undertakes to set up coordination and liaison offices in the following provinces:
 - a. Location;
 - b. Location;
 - c. Location; and
 - d. Location.
22. The office must be staffed and equipped with a telephone to ensure efficient coordination and liaison with the AAA provincial office/warehouse.

Payments

23. Payments shall be made by AAA in US\$ by bank transfer to XXX's nominated bank account in Country upon presentation of the invoices and the original copies (white) of the waybills and duly signed and stamped by the consignee.
24. Invoices are to be submitted on a monthly basis.

Damages and losses

25. All missing or damaged cargo and any excessive leakage during the period the cargo is under the responsibility of XXX shall be debited against the invoices based on the current CIF value.
26. XXX shall have the right to replace missing and/or damaged cargo by substituting it at the specified destination with commodities of equal quantity and quality. In the event that XXX elects to substitute missing and/or damaged cargo, XXX shall do so before submitting its invoice.
27. WFP reserves the right to reject the replacement commodities if they do not meet the same quantity or quality of the commodities damaged and/or lost and to debit the invoices as indicated in article 25.

Sub-contracting

28. XXX is authorized to sub-contract some of the transportation services but shall remain responsible and accountable for the cargo.

Force majeure

29. If at any time during the course of this agreement it shall become impossible for any of the parties hereto to perform any of its obligations for reasons of force majeure, that party shall promptly notify the other in writing of the existence of such force majeure, whereupon the party giving notice shall be relieved from such obligation or obligations as long as the force majeure persists.

Liabilities

30. XXX shall have full and sole responsibility for and shall save AAA harmless from any claim or liability arising in connection with death, physical injury, property damage or loss sustained during the execution of this agreement, except where attributable to the negligence of AAA.

Notices

31. Any notice to be given under this agreement shall be validly sent if sent by facsimile or delivered by hand to the party to be notified at the address herein indicated.

Arbitration

32. Any dispute arising out of this agreement will be settled by amicable discussion between the parties. However, if this not found possible, the

dispute shall be referred to arbitration in (Country), one arbitrator to be nominated by AAA and the other by XXX. In case the arbitrators shall not agree, then the decision of an umpire, to be appointed by two arbitrators, shall be final and binding on both parties. If one party fails to appoint an arbitrator for 14 clear days after the other party, having appointed his arbitrator, has served the party making default, with notice to make the appointment, the party who has appointed an arbitrator may appoint that arbitrator to be the sole arbitrator, and his award shall be binding on both parties as if had been appointed by consent.

Governing Law

33. This agreement is governed by (Country) law, subject to Clause 34 hereunder.

Immunity Clause

34. Nothing in this agreement shall imply a waiver by the United Nations AAA, the United Nations or any of its Agencies or Organizations of any privileges or immunity enjoyed by them or their acceptance of the jurisdiction of the courts of any country over disputes arising out of the said agreement.

Language

35. It is hereby agreed that the terms and conditions stipulated in this agreement have been mutually accepted and understood. The parties agree that the valid language for this contract shall be English. No part of this contract may be waived or disputed on the basis of misunderstanding of the text or any other linguistic difficulty on the part of either party.

Whole Agreement

36. This agreement consisting of 36 clauses and two (2) attachments contains the whole agreement of the parties, which cannot be varied or added to except with the written consent of both parties. In witness whereof, both parties have initialed each page and placed their hands and seals the day first herein referred to:

Company Name,

AAAAA
Director

BBBBBBB
Deputy Director UNAAA

CCCCCCCCC
Representative/Country Director

DDDDDDDDDD
Logistics Officer

HANDOUT ON TRANSPORT CONTRACT

(ICRC Model)

BETWEEN

_____, a legally registered transportation company located at _____ and called hereafter "the Carrier"

AND

The UN _____, called hereafter _____ ""

The following is agreed:

Article 1

The Carrier shall transport by ____ (*cite any size, type, etc., requirements*) trucks (hereinafter called vehicles) under his direct control humanitarian relief goods to designated locations within the country of _____ (*for ton-kilometer contracts*)

(for per trip contracts, you may wish to use the following alternative)

from _____ located at _____, to the following location(s):

_____ located at _____,
_____ located at _____,
_____ located at _____,

(use as many as necessary)

in accordance with the dispatch schedules prepared by the _____ representative (*cite name and locations if possible*) Vehicles shall be clean, in good repair and safe operating condition and carry appropriate liability insurance cover. If necessary for the protection and safe-carriage of cargo, vehicles shall have appropriate tarps and load-binding equipment. Unless otherwise agreed, vehicles shall not carry any other cargo than _____ cargo.

Article 2

The prices for the contracted transport services are agreed as:

(Select from various options based upon local circumstance, although the preferred order, everything being equal, follows.)

- _____: per ton/kilometer (*distance from point to point must be agreed*)
- _____ per trip from _____ to _____ (*by size of truck*)
- _____ per (size) truck per day

For shipments on a ton/kilometer basis, such shipments may be split but the minimum truckload tariff must be paid through the final delivery. For purposes of this contract, the minimum truckload tariff is (*define minimum tonnage acceptable*).

Article 3

The present contract is valid for _____ (*cite period, e.g., two months*), beginning ____ date _____, 2003, and ending ____ date _____, 2003. At the end of this period, the contract will automatically be extended for ____ month periods, unless one of the partners terminates the contract, in which case a minimum of ____ days notice must be given to the other partner. (*Suggest no less than 14, no more than 30*) (*You may not be able to get an extension clause.*)

With the exception of the following Article ____, each party of the contract can terminate it after date _____, 1996 by giving a minimum of (*14 to 30 days*) written notice. (*Times should agree with the previous paragraph.*)

Article 4

The contract of carriage shall be confirmed by the making of way-bills or consignment notes, each to be made in three original copies signed by the UN _____ and by the Carrier. The first copy shall be retained by the UN _____, the second shall accompany the goods and the third shall be retained by the carrier. A copy of the UN _____ way-bill is attached as integral part of this Contract. (*commercial waybills may be used, so this last sentence is optional*)

The UN _____ shall attach to the way-bill such documents which may be required and shall furnish the carrier with all the information which he requires for customs clearance.

Article 5

Loading and off-loading of the vehicle is for the account of the UN _____, and goods shall be loaded in accordance with the instructions of the Carrier (vehicle operator), who assumes responsibility for safety and security of the load. On taking over the goods, the Carrier shall check the accuracy of the statements on the way-bill as to the number of packages and their marks and the apparent condition of the goods and their packaging. If the Carrier has reservations as to the number or condition, he shall enter his reservations on the way-bill together with the grounds on which they are based. Such reservations shall not bind the UN UN _____ unless so agreed at point of loading. If the way-bill has no specific reservations by the carrier, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in good condition when the Carrier accepted them, and that the number and marking correspond with the way-bill.

The UN _____ shall be entitled to require the Carrier to check the gross weight of the goods; the Carrier shall be entitled to claim the cost of such checking.

Article 6

The UN _____ has the right to divert the goods by asking the Carrier to stop the goods in transit, to change the consignee or to change the destination. The UN _____ must provide the first copy of the way-bill with new instruction entered and must indemnify the Carrier for all expenses, loss and damage involved in carrying out the new instructions. The UN _____ also has the right to split the shipment for different consignees, but must pay minimum truck load costs for the vehicle until its final destination.

Article 7

Carriage of the consignment shall be executed in accordance with the written dispatch schedules provided by the UN _____ and accepted by the Carrier. If the dispatch or arrival is delayed for reasons answerable by the Carrier, then he shall be levied penalties amounting to CHF (*select currency*) ___ per metric ton per day.

The UN _____ shall endeavor to load the vehicles within 8 working hours after their arrival in good order, and unload the trucks within 24 (*or 48*) hours after their arrival at final destination(s). If the waiting period exceeds this deadline the Carrier shall be entitled to charge an amount of CHF _____ per vehicle for each additional waiting day. However, the Carrier shall inform the consignee at least 24 hours prior to the delivery at destination(s). No unloading shall be executed (*cite exceptions, e.g., after normal working hours, on weekends and public holidays.*)

Article 8

After arrival of the goods at the place designated for delivery, the consignee shall be entitled to require the carrier to hand over, against a receipt, the second copy of the way-bill along with the goods. The carrier shall be liable for any total or partial loss of the goods and for damage thereto

occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.

If the way-bill contains no specific reservations of the Carrier, it shall be presumed that the goods, their packing, as well as their stowage on his vehicles were in good condition when the Carrier took them over and that quantities and specifications correspond with the statements of the way-bill.

In case of apparent loss or damage the Carrier shall be given a general written indication of the UN _____'s reservations within seven days, Sundays (*the weekday changes in certain countries based upon religious preferences*) and public holidays excepted. Upon such notification the UN _____ and/or the Carrier may appoint a reputable, independent quality and quantity surveyor to assess the actual loss or damage. The costs for such a survey shall be borne by the Carrier provided the surveyor confirms the claim.

The UN _____ shall receipt for the goods on its Goods Received Note (copy attached) which must be included with the invoice when submitted for payment.

The UN _____ is entitled to withhold the value of losses including respective transportation costs from Carrier invoices until any claims are settled.

Article 9

Nothing contained in this contract shall be deemed a waiver, express or implied, of any immunity from suit or legal process or any privilege, exemption or other immunity enjoyed or which may be enjoyed by the UN _____.

"Force majeure" and closure of roads by civil or military authorities are conditions outside control of either party. If such an event should occur both parties agree to work together to arrive at an amicable solution for the problem.

Article 10

Payment by the UN _____ is to be made by bank transfer to the Carrier's account upon receipt of the Invoice accompanied by the duly signed Goods Received Note, such transfer to be made within 30 (*may be less if necessary, but not less than 14*) days of receipt of cargo and documents in apparent good order.

Article 11

In case of disputes arising from this contract both parties agree to arrive at a settlement by negotiation, excluding any internal court of justice. If such negotiations fail, both parties adopt the procedure of arbitration.

Location , date

For the International UN _____ of Red Cross
and Red Crescent Societies

For The Carrier

(signature)

(signature)

(name printed)

(name printed)

Head of Delegation

(title)

(legal address)

(legal address)

(date)

(date)

Annex: Terms and General Conditions