

Transport Contract EXAMPLE

The following is an example of an agreement for contracting transport services.

This sample agreement is provided for informational purposes ONLY.

- It is not intended as, nor does it constitute legal, advice.
- It should not merely be duplicated without consideration of the particular situation at issue.
- It is not intended to cover each and every situation or relevant circumstance, nor can it anticipate specific needs.
- Always use your organization's own contract templates where available.

Consult an attorney before making any contractual commitment or signing any agreement. You

SAMPLE

may have a specific situation not addressed by this sample, and the attorney can address that particular issue for you.

Transport Contract EXAMPLE

Contract #: _____

Agreement Between

Awardee and **Transporter**

This Agreement, made and entered effective as of the ____ day of _____ 20__ by and between _____ (hereinafter "**Awardee**"), with headquarters at _____ and _____ (hereinafter "**Transporter**"), with headquarters at _____, supersedes any previous agreements between the parties unless otherwise stated herein.

Awardee hereby appoints **Transporter**, represented by

_____, as agent for the transportation of food commodities from the **Awardee** _____ and _____ Warehouses in _____ to the following Final Distribution Points as indicated below:

Origin		Tonnage in MT
	LE Final Distribution Point Sub-co	
	P	

	M	

SA

This agreement is valid for a period of one (1) month, starting ___ of _____ 20__ to ___ of _____ 20__. This Agreement may be renewed for a further period as may be agreed by the parties, upon **Awardee** giving the Transporter two (2) weeks' written notice of its intention to renew the transport agreement.

A. Responsibilities of Transporter

1.0 Transportation of Commodities

- 1.1 Provide trucks as per **Awardee's** request to transport food commodities from the **Awardee** Warehouses in _____ and _____ to Final Distribution Points as per need.
- 1.2 Provide roadworthy vehicles in very good condition and well maintained for transportation

of commodities. Awardee has the right to reject any vehicle it considers unsuitable for loading for the journey involved.

1.3 All efforts must be made to complete transportation without transshipment. In the event 2

Transport Contract EXAMPLE

that transshipment becomes unavoidable, it may only take place with the knowledge and written approval of **Awardee** office in _____.

1.4 The Transporter commits to deliver the food commodities to the destination on the same-day as loading at the origin warehouse. **Awardee's** permission will be sought where same day delivery is not feasible.

1.5 The Transporter will supply own materials and supplies (truck, fuel, driver, and upkeep) that will be necessary to perform the service under this agreement.

1.6 The Transporter undertakes to perform the service with the highest standard of professional ethical competency and integrity.

2.0 Access to Books and Records

SAMPLE

2.1 The Transporter agrees to provide **Awardee** access to any books, documents, papers, and records of transporter that are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions.

3.0 Personnel

3.1 **Awardee** will provide labor and manpower for the loading and off-loading of the food commodities at the Warehouses or Final Distribution Points.

4.0 Reports

4.1 The Transporter will provide **Awardee**, _____ Office, with daily updates on the convoy movement, including position and status.

4.2 Submit invoices for all transport charges within a week after the completion of the work.

4.3 For payment, the Transporter will submit to **Awardee's** office in _____ original

Waybills as proof of delivery. The Waybills must be signed and stamped by the **Awardee** representative from the stipulated Final Distribution Points. If the waybill is not signed and stamped, **Awardee** reserves the right to stop or delay payment. In addition, the Transporter **MUST** stamp the invoice and waybills with the transporter's company stamp.

5.0 Taxes

5.1 The payment of any taxes, dues, or fees required by law to be paid to a government or any local authority related to this contract shall be the sole responsibility of the Transporter.

6.0 Insurance/Injuries

6.1 The Transporter will ensure that the trucks are fully insured to the value of the vehicles and cargo against normal risks (fire, theft, and third-party liability) at his own expense, and no liability will attach to **Awardee** in this respect.

6.2 The Transporter will ensure that the drivers of the trucks and their assistants will also be insured in accordance with laws of _____, and no liability will attach to **Awardee** in this respect. Neither Contractor nor Contractor's employees shall be deemed employees of **Awardee** for any purposes, nor shall they participate in any **Awardee** employee benefit or

3

Transport Contract EXAMPLE

insurance schemes.

6.3 The Transporter agrees to adhere to the Behavior Protocols of **Awardee's** Child Protection Policy and shall sign confirmation thereof.

7.0 Security, License, and Taxes

7.1 The Transporter's services hereunder will be performed in areas with existing or potential political or social unrest. Transporter agrees to assume all risks, including damage to person and property, resulting from any such unrest. Transporter is solely responsible for the safety of Transporter's property and employees, and for obtaining any desired insurance protections with respect to Transporter's work in such areas.

SAMPLE

7.2 Should Transporter be performing services in areas where **Awardee** has operations, Transporter will coordinate with **Awardee** on security issues. **Awardee** may include Transporter in the security and evacuation planning and procedures that **Awardee** conducts for its own staff, but Transporter is responsible for assessing the adequacy of such plans and procedures to Transporter's own satisfaction, and making alternative arrangements if judged necessary by Transporter.

8.0 License

8.1 The Transporter hereby represents and warrants that all trucks made available for the transportation of **Awardee's** commodities are licensed in compliance with all applicable laws regarding business permits that may be required to carry out the work to be performed under this Agreement, and that Transporter is not party to any Agreement restricting Transporter's ability to enter into this Agreement, and that Transporter's performance of this Agreement does not require the consent of any person or entity.

8.2 The Transporter will ensure that his trucks are not overloaded, resulting in the cargo being impounded by the Vehicle Inspection Department (VID).

9.0 No Assignment or Subcontracting

9.1 Transporter shall not assign its rights or obligations under this Agreement, in whole or in part, nor enter into any subcontract to perform any portion of this Agreement, without the written consent of **Awardee**.

10.0 Confidentiality

10.1 The Transporter agrees to not discuss its performance of services under this Agreement, with any third party without **Awardee's** written consent. The Transporter agrees to hold in confidence for the benefit of **Awardee** any confidential information that may be disclosed to the Transporter, or to which the Transporter may have access as a result of this Agreement, including the results of the Transporter's services hereunder.

11.0 Indemnification

11.1 The Transporter agrees to indemnify and hold harmless **Awardee**, and any of its affiliates or

4

Transport Contract EXAMPLE

subsidiaries, and all of the officers, agents, and employees of **Awardee** and such entities, from any and all claims or liabilities arising out of the performance of this Agreement, except to the extent that such claims or liabilities arise from the gross negligence of **Awardee** or its affiliates or subsidiaries.

12.0 Right to Works and Inventions

12.1 The Transporter agrees that all materials, reports, information, documentation, inventions, or other work product generated by the Transporter in the performance of services under this Agreement are the property of **Awardee**, and the Transporter hereby assigns all rights, title, and interest in and to such items to **Awardee**, subject to any rights of the _____ government under applicable regulations.

B. Responsibility of Awardee

1.0 Payment to Transporter

LE

1.1 Awardee will pay the Transporter for transportation of commodities at the rate(s) indicated below:

No .	Origin	P Final Distribution Point Rate (Metric ton/KM)	Transit time (Day)
1.			
2.			

SAM

1.2 ALL INVOICES FOR THE PREVIOUS MONTH MUST BE SUBMITTED TO THE CTS ASSISTANT IN _____ OR _____ BY THE 15TH OF THE FOLLOWING MONTH WITHOUT FAIL. FAILURE TO SUBMIT INVOICES ON TIME MAY RESULT IN NONPAYMENT OF THE LATE INVOICES.

1.3 *Awardee* does not make any advance payments. Full payments will be made upon presentation of signed/stamped yellow copy of *Awardee* waybills with any adjustments due to losses deducted at the time. This payment will be made within 14 (fourteen) working days after receipt of the original invoice and signed waybills.

1.4 *Awardee* will deduct from the Transporter's invoice transit losses at the rate of the CIF value of the food at _____ and _____ Warehouses + 20%. The Transporter will only be paid for the actual quantity delivered to final destination.

C. General Provisions

1.0 Any losses during transportation from point of loading to the final destination will be deducted against the transport invoice. Transport charges will not be paid for commodities lost/damaged.

2.0 This agreement may be modified or extended by written agreement of both parties. **3.0** The

Transporter agrees not to transport *Awardee* food commodities with any other commodities 5

Transport Contract EXAMPLE

hazardous to human health that may contaminate the food and cause it to be unfit for human consumption.

4.0 The Transporter agrees to properly cover the trucks carrying the commodities with good, strong tarpaulins and to make sure the tarpaulins are properly secured using strong rope.

5.0 Termination

5.1 Each party shall have the right to terminate with or without breach of the terms stipulated in this contract thereof. In the event of termination as a result of breach, the innocent party shall have the right to terminate the contract by giving the party in breach two weeks' notice

in writing. In the event of termination for any other reason other than breach, either party shall give two weeks' written notice of termination to the other party-provided however, that

SAMPLE

termination of this Agreement shall not affect or impede the performance of either party's outstanding obligations during or prior to the notice period.

5.2 The following matters shall constitute a breach, whatever the excuse and whether they shall be voluntary or involuntary:

- a) Any default in payment of the contract sum when the same falls due;
- b) Any default in the observance or performance of any material obligation of the Transporter and the Transporter's employees under this Agreement;
- c) Any falsehood, misrepresentation, acts of terrorism, drug/human trafficking, corrupt and/or fraudulent practice discovered, or any failure of any of the warranties given by the Transporter under this Agreement;
- d) The commencement of any insolvency, winding up, receivership, liquidation, or dissolution proceedings against the Transporter or any of its affiliates, or against any of its assets or the deregistration of the Company from the Companies Register in _____;
- e) The Transporter becoming a subject of any merger or consolidation pursuant to which the Transporter shall not be the surviving entity or shall dispose of all or substantially all of its assets in one or more transactions;
- f) Any other unforeseen occurrence that can reasonably be considered analogous to or similar in nature and effect to the above events of default;
- g) No inactions and accommodations granted by **Awardee** to the Transporter and its employees in the event of the occurrence of breach shall be treated as waivers of any rights and/or remedies available to **Awardee** under this Agreement, and **Awardee** shall be free to exercise such rights and/or remedies available to it under the law at any time thereafter in its absolute discretion as though the event of breach had just occurred.

6.0 Remedy Upon Breach Upon the occurrence of any breach and at any time thereafter, **Awardee** may give written notice of the event of breach to the Transporter and **Awardee** shall have the right to exercise and enforce any and all the rights or remedies available to **Awardee** under the

Transport Contract EXAMPLE

7.0 Force Majeure:

7.1 If, through “force majeure” (government embargo, war, blockages, revolution, insurrection, mobilization, strikes, lockouts, riots, other extra ordinary civil disturbances, and/or an act of God), one or both of the contracting parties are unable to perform their obligations under the terms of this Agreement, then the Agreement shall be considered canceled and no penalties will attach to the parties. **Awardee** will then calculate payment on a per-ton, per loaded kilometer basis up to the point where the truck stopped.

8.0 Entire Agreement, Amendments

8.1 This Agreement supersedes any and all other agreements, oral or written, between **Awardee** and the Transporter with respect to the subject matter hereof, and no agreement,

SAMPLE

statement, or promise relating to the subject matter of this Agreement other than that which is contained herein shall be binding upon the parties. This Agreement may not be amended except by written agreement of the parties.

8.2 This Agreement may not be amended, modified, or varied except by written agreement of the parties.

D. Arbitration

1.0 This Agreement shall be governed by Laws of _____.

2.0 Unless otherwise agreed by the parties hereto, any controversy or claim arising out of or relating to this Agreement that remains unresolved after negotiation shall be settled by binding arbitration before an agreed _____-based arbitrator in accordance with the Arbitration and Conciliation Act (Cap. 4).

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement by their authorized representatives below:

Awardee Transporter

Signature Signature

Name Name

Title

DATE _____ DATE: _____ ***Witness for***

Awardee:

Signature

Name

Title

DATE: _____