**AGREEMENT**

**ON**

**THE PROVISION OF FINANCIAL ASSISTANCE AND PAYMENT TO BENEFCIARY-PROVIDED ACCOUNTS BY THE DONOR/FUNDER TO BENEFICIAIRES OF \_(***number of RA Government Decree(s) of the programme)***\_\_\_**

Yerevan \_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_, 2021

The Social Security Service of the Ministry of Labour and Social Affairs (hereinafter referred to as the ***Service***) represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts pursuant to the Charter of the Social Security Service of the Ministry of Labour and Social Affairs, approved by Order N 74-L of the Minister of Labour and Social Affairs, of June 14, 2018, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Organization, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts pursuant to the Charter of the Organization (hereinafter referred to as the ***Donor/Funder***), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ bank (hereinafter referred to as the ***Bank***), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts pursuant to the Charter of the bank, (hereinafter referred to jointly as Parties),

Guided by \_\_\_\_\_\_\_\_\_\_(*reference to respective articles from RA Government Decree(s) specifying the payment method of the porgramme, i.e. bank*) \_\_\_\_\_\_\_\_\_\_\_,

Based on the Memorandum of Understanding on\_\_\_\_\_\_\_\_\_\_ signed between the Ministry of Labour and Social Affairs and the Donor/Funder on\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 2021 (hereinafter referred to as the ***Memorandum***),

entered into this agreement (hereinafter referred to as ***Agreement***) on the following:

**I. GENERAL PROVISIONS**

1. The terms used in this agreement have the following meanings:
   * 1. **Financial assistance –** an amount defined by \_\_\_\_\_\_(*number of respective Government Decree, specifying the amount per beneficiary)*\_\_\_\_\_\_\_\_\_\_\_\_\_.
     2. **Beneficiary** – a person who has been assigned financial assistance as per the *\_\_\_\_\_\_\_(number of the respective Government Decree)*\_\_\_\_\_,
     3. **Donor/Funder** – an international or non-governmental organization or an individual that provides the financial resources for financial assistance to beneficiaries as specified in the Memorandum and ensures payment of financial assistance to beneficiaries as prescribed by RA legislation.
     4. **Bank** - a bank collaborating with the Partner, which has received the funds provided by the Donor/Funder and through which the payment of financial assistance to beneficiaries and the exchange of information with the Service are carried out.
     5. **Payment list** – a list containing information on beneficiaries of \_\_\_\_\_\_\_\_\_(number of the respective Government Decree)\_\_\_\_\_, based on which the Bank conducts payment of financial assistance (see *Form 1*).

**II. SUBJECT OF THE AGREEMENT**

2. In order to organize the payment of financial assistance to beneficiaries of \_\_\_*(number of respective Government Decree*) within the mentioned timeframes (within five working days from the deadline of submitting applications for the programme), the Service shall provide the Bank with the payment list (Form 1), while the Bank shall transfer the financial assistance to beneficiaries from the respective financial resources of the account of the Donor/Funder no later than on the third working day following the day of the receipt of the payment list.

3. Payment of the amount of financial assistance envisaged by this Agreement shall be considered as executed by the Bank from the moment of providing the information defined in Form 2 of this Agreement to the Service. The Bank shall provide the information specified in Form 2 to the Service within three working days after fulfilling the obligation specified in Clause 2 of this Agreement.

4. The forms attached to this Agreement as well as the documents (information) necessary for the implementation of this Agreement shall be exchanged electronically between the Service and the Bank, using the tools established by the Central Bank of the Republic of Armenia (via the CBANet Interbank Computer Network), while between the Funder/Donor, Service and the Bank information shall be exchanged via e-mails specified in the Agreement.

**III. RIGHTS AND OBLIGATIONS OF THE PARTIES**

5. The Parties shall have a right to:

1. Terminate the Agreement in a manner as prescribed by RA legislation and by this Agreement;
2. Receive the envisaged information and documents as per the terms and timelines defined by this Agreement;
3. Appeal the actions or inaction of the other party in a manner as prescribed by RA legislation;
4. Exercise other rights provided by RA legislation, other legal acts and this Agreement.

6. The Donor/Funder shall be obliged to:

1. Ensure transfer of financial resources to the Bank as specified in the Memorandum within three working days after the entry into force of the Agreement;
2. Ensure payment of the amount for financial assistance to beneficiaries as per the amount specified in the Memorandum,
3. Ensure confidentiality of information provided under the Agreement in accordance with Annex 1 to the Agreement;
4. Keep the documents certifying the fact of providing financial assistance to the beneficiaries, and, if necessary, provide these to the Service no later than on the working day following the day of submitting the written request;
5. Carry out other responsibilities stipulated by the RA legislation, Memorandum and the Agreement.

7. The Service shall be obliged to:

1. Provide the Bank and the Donor/Funder with the payment list no later than on the fifth working day after the deadline for submitting applications to benefit from the \_\_\_\_\_\_\_\_(*number of the respective Government Decree*)\_\_\_\_\_\_\_\_,
2. In case of a written request by the Donor/Funder for the purpose of conducting monitoring, support the Donor/Funder with the review at the Service of online applications of persons enrolled in the payment lists (in terms of beneficiary data);
3. Carry out other responsibilities stipulated by the RA legislation and the Agreement.

8. The Bank shall be obliged to:

1. Secure transfer of the financial assistance to beneficiaries according to the payment list, based on the respective instruction of the Donor/Funder, no later than on the third working day following the day of the provision of the list by the Service,
2. Provide the Service and the Donor/Funder with the information as defined in Form 2 of the Agreement no later than within three working days following the day of transfer of the financial assistance to the beneficiaries;
3. Ensure confidentiality of information provided under the Agreement in accordance with Annex 1 to the Agreement;
4. *If the beneficiary provides incorrect information on the payment card number attached to his / her card account or for any other reason it is not possible to transfer the amount card account of the host, the Bank shall make the payment to the host upon personal identification of the host and if the he/she personally appears at the selected bank branch.*
5. Carry out other responsibilities stipulated by the RA legislation and the Agreement.

**IV. AGREEMENT PRICE**

9. The Bank shall provide the service stipulated in this Agreement free of charge.

**V. LIABILITIES OF THE PARTIES**

10. Under the Agreement, the Parties undertake to notify each other immediately (no more than within two days from the date of notification of the circumstance) in writing on any breach of the Agreement or improper execution of the terms of the Agreement. The notified Party undertakes to respond in to the notifying party within no more than two days from the date of the receipt of the written (electronic) notification, presenting its further actions that aim at resolving the issues raised in the notification. The Parties undertake to make the best effort to resolve any arising issues.

11. The Parties shall be liable for improper fulfilment or non-fulfilment of the obligations defined by the Agreement in accordance with the procedure established under the RA legislation.

12. The Donor/Funder and the Bank shall be liable for the proper payment of the financial assistance, unless as a result of a force majeure.

12.1. The Bank shall not be liable for erroneous/incorrect payments due to inaccuracies/errors/mistakes in the instruction(s) and/or lists.

12.2. For the payment made to another person as a result of the card not belonging to the beneficiary as specified in the instruction(s) and/or lists.

**VI. Force majeure**

13. The Parties shall be released from liability for non-fulfilment, in whole or in part, of the obligations under the Agreement, if it was due to the influence of force majeure, which arose after the conclusion of the Agreement and which the Parties could not have foreseen or prevented. These are earthquakes, floods, fires, wars, declaration of martial law and state of emergency, political unrests, strikes, shutdown of communication channels, acts of state bodies, etc., which may make it impossible to fulfil the obligations under the Agreement. If the force majeure continues for more than 2 (two) months, each Party shall have the right to terminate the Agreement by notifying the other Parties 10 (ten) days in advance.

**VII. Confidentiality**

14. The information about the Agreement is confidential and may not be disclosed and made known to third parties without the mutual consent of the Parties in accordance with Annex 1 on the Non-Disclosure of Confidential Information, signed and attached to this Agreement.

**VIII. Regulatory Law and Dispute Resolution**

15. This Agreement is regulated and interpreted in accordance with the RA legislation.

16. Disputes or disagreements arising between the Parties under the Agreement shall, to the extent possible, be settled through negotiations between the Parties (their representatives).

17. If the Parties fail to reach an agreement through negotiations in the event of disputes or disagreements, then the dispute shall be settled in court in accordance with RA legislation.

**IX. FINAL PROVISIONS**

18. Relations not regulated by the Agreement shall be regulated in accordance with the procedure established by RA legislation.

19. Amendments and additions to the Agreement shall be made by the mutual consent of the Parties and in accordance with the procedure established by the RA legislation, by means of concluding additional written agreements, constituting an integral part of the Agreement.

20. In the event of changes to the terms and conditions set forth in Part 10 of the Agreement, the Parties shall notify each other within three days after the relevant amendment has been made or immediately, if the change relates to the legal address and e-mail address.

21. The Agreement consists of three copies of equal legal force in (language(s)). Each Party is given a copy of the Agreement.

22. This Agreement shall be terminated by the mutual consent of the Parties or in the event of a unilateral refusal to fulfil the contractual obligations. The proposal to terminate the Agreement shall be submitted by one party to the other at least one month prior to the envisaged termination of the Agreement.

23. This Agreement shall enter into legal force upon conclusion and shall be valid until the proper fulfilment of the contractual obligations by the Parties.

**X. LOCATION OF THE PARTIES, BANK REQUISITES AND SIGNATURES**

|  |  |  |
| --- | --- | --- |
| Social Security Service of the Ministry of Labour and Social Affairs | Funder/Donor | Bank |
| Located at 13 Nalbandyan, Yerevan, RA | Located at | Located at |
| Tel.: 060 654002 | Tel.: | Tel.: |
| E-mail: [info@ssa.am](mailto:info@ssa.am) | E-mail: | E-mail: |
| OIC Head of Service | Representative | Representative |
| (first and last names) | (first and last names) | (first and last names) |
|  |  |  |

Form **N 1**

**Confidential**

**PAYMENT LIST**

(A SET OF BENEFICIARY’S DATA THAT THE SERVICE SHARES WITH THE BANK AND THE FUNDER/DONOR)

1. Payment list number

2. Beneficiary's name, surname, and patronymic, if available,

3. Beneficiary identification document type, series and number or number of the identification card, public social services number (number of the certificate about not having a public social services number);

4. Amount to be paid,

5. Bank card number that is attached to the beneficiary’s bank account, name of the beneficiary’s servicing bank.

6. Beneficiary’s e-mail address and telephone number.

**Form No 2**

**Confidential**

**LIST**

OF DATA SHARED WITH THE SERVICE AND THE FUNDER/DONOR BY THE BANK, REFLECTING THE AMOUNT OF FINANCIAL ASSISTANCE TRANSFERRED TO BENEFICIARIES BASED ON THE PAYMENT LIST

1. Payment list number
2. Name, surname and patronymic, if available, of the beneficiary enrolled in the payment list;
3. Beneficiary’s identification document type, series and number or the number of the identification card, public social services number (number of the certificate about not having a public social services number);
4. DD/MM/YYYY of transferring the amount of financial assistance to the beneficiary or information on impossibility to transfer the funds (including reasons, if possible).

**Annex 1 to the Agreement signed between**

**the Social Security Service and \_\_\_\_\_\_\_\_\_**

**on \_\_\_\_\_\_\_\_2021**

**PROTOCOL**

***on Non-Disclosure of Confidential Information***

Yerevan, RA \_\_\_\_\_\_\_\_\_2021

The Social Security Service of the Ministry of Labour and Social Affairs (hereinafter referred to as the ***Service***) represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts pursuant to the Charter of the Social Security Service of the Ministry of Labour and Social Affairs, approved by Order N 74-L of the Minister of Labour and Social Affairs, of June 14, 2018, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Organization, represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts pursuant to the Charter of the Organization (hereinafter referred to as the ***Donor/Funder***), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ bank (hereinafter referred to as the ***Bank***), represented by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who acts pursuant to the Charter of the bank,

Hereinafter shall together be referred to as the ***Parties***, and each one of them as ***Party.***

Considering that within the framework of --------- Agreement (hereinafter referred to as ***Agreement***), the Parties will share with each other confidential information on Beneficiaries, have signed this Protocol on the following:

**I. Subject of the Protocol**

1. The Parties shall not in any way publicize or disclose to third parties the information, specified in Clause 2 and 3 of the Protocol, as received from each other, and shall strictly adhere to the rules for non-disclosure set forth in the Protocol.

2. The confidential information under the Protocol, which is not subject to disclosure by the Parties is the information about Beneficiaries and Parties made available to the Parties under the Agreement, namely the personal data of individuals, databases, information systems, any information related to the activities of the Parties that contains a relevant record on confidentiality, is confidential for the issuing Party, information that cannot be accessed on legal grounds, and the issuing Party takes measures to maintain its confidentiality.

3. The term “confidential information” used in this Protocol means:

a) personal data – any information relating to a natural person which enables or may enable the direct or indirect identification of a person (for example, name, surname, identification card number, telephone number, residential address, age, etc.)

b) a database, Beneficiary Databases provided under the Agreement – a set of personal data systematized according to certain features,

c) an information system – a set of information technologies or technical means used for processing the personal data included in the database, either electronically or non-electronically;

d) any scientific, technical, technological, legal, financial, economic, organizational, commercial or other information relating to the activities of the Parties, including but not limited to methods, models, software, as well as documents in any format, including print or electronic formats, and containing a relevant record on confidentiality, any complete financial and accounting information, information on the solvency of the Party, overdue payments, any information relation to the process of implementation of the Agreement and any other information related to the conclusion, enforcement or termination of the Agreement.

**II. Conditions for Maintaining Confidential Information**

4. The Parties agree that the Party receiving Confidential Information under the Protocol shall take reasonably sufficient measures to maintain the confidentiality of the information.

5. Within the framework of the Protocol, reasonably sufficient measures for maintaining confidentiality shall imply to the measures that exclude the access of third parties to Confidential Information without the consent of the Party issuing this information, as well as measures that ensure the use of the Confidential Information and the measures for confidentiality, as envisaged by this Protocol.

6. The Party issuing the information shall have the right to control the maintenance of confidentiality of the provided Confidential Information by requesting in written form the necessary information and assurances from the receiving Party.

7. Under the Protocol, Disclosure of Confidential Information means any action or inaction by the receiving Party, as a result of which the Confidential Information, in any possible way (orally, in written form, electronically, by other, including technical means), becomes known to third parties without the consent of the issuing Party.

8. Under the Protocol, members of the Board of Directors and executive bodies of the Parties, as well as staff members, consultants and service providers, who receive Confidential Information in the course of their employment or fulfilment of contractual duties under their service or employment or other contracts, shall not be viewed as third parties (hereinafter referred to as the ***Representatives***). The Parties shall be obliged to inform their Representatives using Confidential Information about the existence of the Protocol and shall ensure that the latters comply with the terms of confidentiality and non-disclosure of Confidential Information herein. Disclosure of Confidential Information to third parties by the Representatives of the Parties shall be viewed as an act of disclosure by the responsible Party.

9. With the Protocol, the Parties are obliged to establish a list of their Representatives in order to ensure the responsible maintenance of Confidential Information and ensure that the information received is not be circulated in any way to the persons not on the Representatives’ list.

10. The Party receiving the written information shall not make and/or keep a copy or an excerpt.

11. Notwithstanding the provisions of Paragraph 2 of the Protocol, the following information shall not be considered Confidential Information for the purposes of the Protocol:

a) information that is or becomes public not as a result of a breach of the Protocol by the receiving Party,

b) information which becomes known to the receiving Party as a result of its own investigations, regular observations or other activities carried out without the use of the Confidential Information received from the issuing Party,

c) information which the receiving Party disposed, prior to its transfer to the issuing Party under the terms of this Protocol, provided that the receiving Party has sufficient grounds to assume that no obligation to maintain Confidential Information has been breached,

d) written approval has been given by the issuing Party for the publication of the information,

e) information that cannot constitute a commercial (trade) secret in accordance with the RA legislation.

12. At the request of the issuing Party providing Confidential Information, all originals and copies of Confidential Information shall be subject to immediate return by the receiving Party.

13. If the receiving Party or its Representatives are obliged to disclose any Confidential Information to the competent authorities of the Republic of Armenia in the manner as prescribed by the laws of the Republic of Armenia, the receiving Party shall promptly and in writing notify the issuing Party about such an event.

**III. Other provisions**

14. The Protocol shall enter into force upon signature of the Parties and shall be valid for an indefinite period, unless otherwise agreed by the Parties in the further agreements related to the processes set forth in Clause 2 of this Agreement.

15. The Protocol is regulated and interpreted in accordance with the current legislation of the Republic of Armenia.

16. The Protocol and any of its provisions may be amended, supplemented or terminated by the written agreement of the Parties. All supplements and amendments to the Protocol shall enter into force and constitute an integral part of the Agreement if they have been made in writing and have been signed by the the Parties.

17. In the event of publication of any Confidential Information by the receiving Party in breach of the terms of this Protocol, the issuing Party shall have the right to demand full compensation from the receiving Party for the losses incurred as a result of such publication, whether an actual loss or missed earnings.

18. If any provision of the Protocol is declared invalid, such invalidity shall not apply to the other provisions of the Protocol or to the entire Protocol.

19. This Protocol is signed in three Armenian and English language copies of equal legal force and constitutes an inseparable part of the Agreement. Each Party is given a copy of the Protocol.

**IV. LOCATION OF THE PARTIES, BANK REQUISITES AND SIGNATURES**

|  |  |  |
| --- | --- | --- |
| Social Security Service of the Ministry of Labour and Social Affairs | Donor/Funder | Bank |
| Located at 13 Nalbandyan, Yerevan, RA | Located at | Located at |
| Tel.: 060 654002 | Tel.: | Tel.: |
| E-mail: [info@ssa.am](mailto:info@ssa.am) | E-mail: | E-mail: |
| Head of Service | Representative | Representative |
| (first and last names) | (first and last names) | (first and last names) |
|  |  |  |