**Contract Ref. No:**

**MOTORIZED EQUIPMENT USE AGREEMENT**

This MOTORIZED EQUIPMENT USE AGREEMENT is made and effective as of the date of signature, by and between the **Catholic Relief Services - United States Conference of Catholic Bishops**, headquartered at 228 West Lexington Street, Baltimore, Maryland, USA, with a representative office in**Country, Address/Contact,** represented by **Name/Title** (hereinafter referred to as “**CRS**”) and **Partner,** with office in **Country, Address/Contact,** represented by **Name/Title** **(**hereinafter referred to as **“the Partner”)**.

Each of the above may be referred to individually as a “**Party**” and may be collectively referred to as the “**Parties**”.

CRS authorizes the Partner to utilize certain tangible capital equipment and other properties as noted below for the implementation and management of project activities. The term “the Partner” as used in this Agreement shall indicate an organization with which CRS has a signed Partnership Agreement and shall include ***all individual users*** of the equipment as approved by the Partner.

In consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. **Equipment**

CRS hereby authorizes the use of, and the Partner accepts responsibility for the appropriate use of, the following described equipment (“the Equipment"):

* **Equipment Type:**
* **CRS ID Number:**
* **Year, Make and Model:**
* **Plate Number:**
* **Serial No:**
* **Chassis No:**
* **Engine No:**
* **DSPN:**
* **Accessories:**
* **Other relevant information:**
1. **Term**

The term of this Agreement shall commence on the date of signature and shall conclude on End Date. On the concluding date, all Equipment shall be returned to CRS unless CRS has extended this Agreement in writing prior to the concluding date (see Section 16 below).

1. **Delivery**

CRS shall be responsible for ensuring delivery of the Equipment to the Partner.

1. **Use**

The Equipment assigned to the Partner is for the exclusive use of the Partner, and shall not be loaned, transferred, leased or sold by the Partner to any other party without the express written consent of CRS.

The Equipment assigned to the Partner is for the exclusive use of the Partner project activities.

The Partner shall not allow staff to operate the Equipment while in a state of intoxication, or while under the effect of narcotics or specific medications known to have a narcotic effect.

The Partner shall utilize the Equipment in a prudent and appropriate manner at all times, and shall comply with and conform to all national, county, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Equipment.

CRS assumes responsibility for indirect costs including, but not limited to: import duties and taxes, licensing, insurance and other indirect costs related to the use of the Equipment. The Partner assumes responsibility for all direct costs of operating the Equipment, including but not limited to: fuel and oil, regular maintenance and repair, tire and tube replacement, the purchase of helmets and other safety gear.

The Partner shall ensure that equipment operators have been properly trained, that they hold a valid operator’s permit (i.e., driver’s license), and that they wear protective helmets and clothing at all times during operation. The failure of the Partner and individual users to adhere to these guidelines shall in no way and under no circumstances render CRS liable for the injury or death of the equipment operator or passengers.

The Partner and individual users shall hold CRS harmless for any and all accidents, incidents or damage to the Equipment or property belonging to a third party which results from the use and/or misuse of the Equipment, and accepts liability for injuries or deaths of the Partner, its agents (approved users), and any third parties resulting from the use and/or misuse of the Equipment.

1. **Maintenance and Repairs**

The Partner shall keep the Equipment in good repair, condition and working order. Costs related to the regular maintenance, repair and operation of the Equipment shall be borne entirely by the Partner and shall be fully documented by the Partner based on the approved budget, within  days of the receipt and approval of financial reports, with original receipts and invoices attached to the report.

1. **Loss and Damage**

A. The Partner assumes and shall bear the entire risk of loss and damage to the Equipment due to misuse and abuse. The Partner shall inform CRS of any and all incidents occurring relative to the use of the equipment, particularly those affecting the availability and continued use of the Equipment, within 24 hours of their occurrence. CRS reserves the right to investigate incidents of loss of or damage to the Equipment, and shall, through dialogue with the Partner, make a determination of fault and liability.

B. In the event of loss or damage of any kind to the Equipment, CRS, through dialogue with the Partner, shall determine a course of action to:

(i) put the Equipment into good repair, condition and working order; or

(ii) replace the Equipment with like Equipment in good repair, condition and working order; or

(iii) invoice the Partner for the replacement cost of the Equipment.

C. Should an accident occurs involving CRS Equipment, of any origin regardless of fault and sustained damage, the Partner shall complete a **CRS Vehicle Accident Report (annex 1)** for submission to CRS within 48 hours of the occurrence of the accident.

1. **Surrender / Return of Equipment**

Upon the expiration or early termination of this Agreement, the Partner shall return the Equipment to CRS in good repair, condition and working order. Ordinary wear and tear resulting from the proper use thereof alone is excepted. The Partner shall deliver the Equipment to such place as CRS shall specify within the city or county in which the Equipment was delivered to the Partner.

1. **Insurance**

 CRS shall procure, continuously maintain and pay for liability insurance of the Equipment.. No personal coverage for the injury or death of the Partner, its agents or passengers shall be provided. CRS shall, to the extent possible, provide to the Partner at least fifteen (15) days in advance and in writing, any notices of cancellation, change or modification of insurance documents.

1. **Legal Documents**

CRS shall provide the Partner with photocopies of original documents evidencing licensing and registration of the Equipment. CRS shall, to the extent possible, provide to the Partner at least fifteen (15) days in advance and in writing, any notice of cancellation, change or modification of licensing and/or registration documents. All documents furnished to the Partner shall be kept on file at the Partner’s office, and shall be made available for inspection at any time by CRS or the local authorities.

1. **Taxes**

CRS shall keep the Equipment free and clear of all levies, liens and encumbrances. CRS shall report, pay and discharge when due, all license and registration fees, assessments, sales, use, property and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon, imposed by local government authorities upon the Equipment or the purchase, use and operation of the Equipment. However, CRS shall not be required to pay or discharge any such taxes or assessments so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner.

1. **Termination of this Agreement**

The **Parties** can mutually agree to terminate this Agreement in a written document signed by both parties. The party proposing such a termination should provide written notice to the other, which shall include the reasons for requesting the termination; the proposed termination effective date; and In the case of a requested partial termination, identification of portions for termination.

CRS can unilaterally suspend or terminate this agreement in the following cases:

* **The Partner** is not complying with its responsibilities as set forth in this agreement.
* Donor for the project requires the vehicle
* Other circumstances beyond the control of CRS

In such case CRS will provide written notice to Partner indicating the reasons for termination/suspension request; the proposed termination/suspension effective date; and In the case of a requested partial termination, identification of portions for termination

1. **Indemnity**

 The Partner shall indemnify and hold CRS harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages and liabilities, including reasonable attorney's fees and costs, arising out of, connected with, or resulting from the Partner's use of the Equipment.

1. **Misuse of Equipment / non-Observance of the Terms of this Agreement**

If the Partner fails to observe, keep or perform any provision of this Agreement, CRS shall have the right to exercise one or more of the following remedies:

1. Immediate repossession of the Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. The Partner hereby waives any and all damages occasioned by such repossession.
2. Sue for and recover all costs related to the misuse of and / or damage to the Equipment and / or costs related to the inobservance of the terms of this Agreement.
3. Terminate this Agreement without notice.
4. Pursue any other remedy allowed by law.

Notwithstanding any repossession or any other action which CRS may take, the Partner shall be and remain liable for the full performance of all obligations on the part of the Partner to be performed under this Agreement.

1. **Ownership**

The Equipment is, and shall at all times be and remain, the sole and exclusive property of CRS. The Partner shall have no right, title or interest therein or thereto except as expressly set forth in this Agreement. The Partner may, at its discretion, request in writing the transfer of the Equipment to the Partner. However, CRS reserves the right to determine the final disposition of any and all Equipment in accordance with CRS and donor policies and procedures.

1. **Additional Documents**

If the Partner shall so request, CRS shall execute and deliver to the Partner such documents as the Partner shall deem necessary or desirable for the efficient and effective exploitation of the Equipment in order to accomplish the activities of the project.

1. **Entire Agreement**

This instrument constitutes the entire agreement between CRS and the Partner, and shall not be amended, altered or changed except through amendment duly endorsed by the Partner and CRS.

1. **Extension**

This Agreement may be extended in writing by CRS.

1. **Authoritative Contact Persons**

The persons holding the following titles or offices shall have the sole authority to approve or consent to any matter under this Agreement on behalf of their respective parties, including consent to any amendment or termination of this Agreement, unless the parties shall otherwise provide in writing. Each party represents and warrants that the office holder designated in this section has full authority to bind and act on behalf of the party for all purposes of this Agreement.

For CRS:

|  |  |
| --- | --- |
| Principal:Title: Country RepresentativeAgency: Catholic Relief Services/**Country**Address: **Address**Tel: **Number**Email: **Email** | Alternative:Title: **Title**Agency: Catholic Relief Services/**Country**Address: **Address**Tel: **Number**Email: **Email** |

For The Partner

|  |  |
| --- | --- |
| Principal:Title: **Title**Agency: **Partner/Subrecipient**/**Country**Address: **Address**Tel: **Number**Email: **Email** | Alternative:Title: **Title**Agency: **Partner/Subrecipient**/**Country**Address: **Address**Tel: **Number**Email: **Email** |

1. **Notices**

Service of all notices under this Agreement shall be sufficient if delivered personally to the Partner’s office or by email. As proof of delivery, CRS will request that the Partner or its agent acknowledge delivery by signing a “transmission ledger” or though return email.

1. **Assignment**

The Partner shall not assign this Agreement or its interest in the Equipment to any other party without the prior written consent of CRS.

1. **Resolution of disputes**

All disputes or disagreements that may arise between the Parties during the execution of this Agreement, which are not settled through negotiations between the Parties, will be settled through courts. The applicable laws for this Agreement are the laws of **Title** .

1. **Headings**

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first below written.

For and on behalf CRS For and on behalf of the Partner

 Name Name

 Signature Signature

 Date Date

Witness Witness

Name Name

 Signature Signature

 Date Date

|  |  |
| --- | --- |
| crslogo | ***CRS ACCIDENT & INCIDENT REPORT*** |

**country**

Report prepared by :       Date :

Partner Name / Contact Info:

Date of the incident :       Time:       Driver :

Vehicle Make/Model :       Vehicle ID No. :       Plate No.:

Site of the incident (be precise) :

Names, addresses and tel. number of passengers :

Names , addresses and tel. number of witnesses :

Vehicle license plate number, Insurance name and policy number and description of vehicle (Third Party):

Owner’s Name, addresses and tel. number (Third Parties) :

Driver’s Name, addresses, tel. number and license number, (Third Party):

Detail damage to CRS Vehicle / Equipment :

Detail damage to Other Vehicle / Equipment :

Describe the incident (in detail – use another piece of paper, if necessary):

Injured Parties’ Name, addresses, tel. number

Did the police investigate? **YES** **[ ]**  Has a police report been obtained? **YES [ ]** Date :

Name/Rank/tel. number of Investigating Officer:       Station:

Insurance declaration made within 48 hours? **YES [ ]**  Date :

CRS notified within 24 hours ? **YES [ ]**  Date :

# **Assignment of fault (CRS Admin) :**

Signature (Driver) Date Signature (CRS Transportation Officer) Date

cc: Employee file, Vehicle file