



STANDARD INTERNATIONAL AGENCY AGREEMENT TEMPLATE

Please amend to suit the agreement you require from your overseas partner

This agreement is between:

(Agents full name and address)

Herein referred to as "AGENT A - initials/name" and

(Agents full name and address)

Herein referred to as "AGENT B - initials/name"

AGENT A and AGENT B will herein be referred to as Agents.

This master agreement is bilateral between the agents, the objective of which is to establish responsibility, cost and liability of each party, in the mutual pursuit of developing International Freight Forwarding and Logistics Services.

Territory

"AGENT A" Territory shall mean (SPECIFY)

"AGENT B" Territory shall mean (SPECIFY)

1. General Agreement

- a.** The Agents shall actively co-operate in International Freight Forwarding and Logistics services for shipments moving between their respective territories. Each will provide or arrange full logistical services necessary for the movement of freight, via air or ocean or any other means, including ancillary support services and timely preparation and transmission of related documentation and/or electronic data.
- b.** Each Agent will name the other as consignee on any Master Air Waybill, Master House Air Waybill, Master Ocean Bill of Lading or Master House Bill of Lading.
- c.** The Agents agree not to accept co-load cargo from or on behalf of other freight forwarders without first obtaining the consent of the other.
- d.** The Agents agree that the giving of credit for any freight charge is solely the liability of the Agent extending such credit.
- e.** All requests for information will be actioned upon receipt by the Agent.

2. Profit Sharing

- a. Freight will be transported at mutually agreed prefixed rates and the Agents will share freight profit and/or losses equally on a 50/50 basis. **(OR SPECIFY)**
- b. Freehand shipments are to be handled with a clear definition on profit share, if any.
- c. Other services not covered by the above agreement are to be negotiated at the time of shipment.

3. Account Settlement

- a. AGENT A Head Office Accounts Department details:
- b. (FULL ADDRESS AND CONTACT PERSON)
- c. AGENT A BANK DETAILS FULL ADDRESS ACCOUNT DETAILS
- d. (SPECIFY WHO PAYS BANK CHARGES)
- e. AGENT B Head Office Accounts Department details:
- f. (FULL ADDRESS AND CONTACT PERSON)
- g. AGENT B BANK DETAILS FULL ADDRESS ACCOUNT DETAILS
- h. (SPECIFY WHO PAYS BANK CHARGES)
- i. (SPECIFY YOUR GENERAL TERMS OF PAYMENT IE NUMBER OF DAYS)

4. Disputed invoices

- a. **Add here** your procedure for dealing with disputed invoices
This is an example: *If a dispute, controversy or claim arises out of or relates to this contract, or breach, termination or invalidity thereof, or involves disputed invoices and payment thereof, and if such dispute, controversy or claim cannot be settled and resolved through negotiation, then the parties agree in good faith to settle such dispute, controversy or claim through mediation and/or arbitration via X2 Elite, and to be bound by the decision of X2 Elite.*
- b. **Add here** your procedure for calculating the Rate of Exchange on your invoices, for example agree to a published rate to be applied to your invoices from a website such as www.xe.com.

5. Operational Responsibilities

- a. The Agents will provide total multimodal freight services, either independently or utilizing the services of Third Parties. Each Agent assumes full responsibility for all Third Parties as selected by them.

- b. The Agents are to actively pursue, investigate and negotiate the best possible net freight rates for each service and to notify and offer these net rates to the other.
- c. The Agents agree to receive/accept cargo from each other ensuring cargo is received clean and in good order. In the event of shortages and/or damages or delays, notation will be made on the appropriate documentation and actioned immediately upon receipt to all concerned parties.
- d. Current/Local (**SPECIFY NAME OF STTCs**) Standard Trading Conditions apply to all transactions by either party.

6. Sales and Public Relations

- a. The Agents agree to provide continuous sales, including sales leads and reports and actively engage in mutual promotion of joint services within their respective territory.
- b. Sales information, sales leads and /or Routing Orders obtained by either Agent will be freely exchanged.
- c. Agents agree to perform joint sales in each other's territory as required.

7. Insurance

- a. Suitable Agent insurance cover will be held by both parties meeting current industry standards in Legal Liability and E&O cover.
- b. Where the Shipper or Consignee does not insure actual cargo, the origin/sending agent will attempt to arrange for insurance cover of the goods in transit. The confirmation of insurance policy cover information will be exchanged between both parties.
- c. Selling of cargo insurance is subject to laws and regulations in force at the time of shipment within the applicable jurisdiction(s).

8. Compliance with Applicable Laws

- a. The Agents mutually agree that each will comply with all applicable laws in their respective territory.
- b. This agreement shall be governed by and construed in accordance with the laws of (**SPECIFY COUNTRY**)

9. Service Standards

- a. Agents agree, to the best of their ability, to adhere to quality standards in keeping with (**SPECIFY ISO OR OTHER ACCREDITATION**)
- b. Both Agents will refrain from any practices deemed illegal or unethical in their respective countries and 3rd party countries where goods will transit.



10. Default

- a. Failure by either party to comply with performance or payment terms can be considered a breach and cause for termination of this agreement.
- b. The agreement will be deemed terminated at the cessation by either Agent of its business or legal existence.

11. Assignments

- a. The Agents may not, without the prior written consent of the other, assign this Master Agreement in whole or part to any other party.

12. Amendments

- a. It is understood that this Agreement may from time to time be subject to amendment as circumstances warrant. Such amendments must be notified in writing to the other party and can only form a change if mutually agreed.

13. Duration and Termination

- a. This Agreement will last from year to year from the date of signing being automatically renewed unless terminated under conditions outlined herein or by notification of one to the other in writing via both fax and courier (SPECIFY NUMBER) days prior to the intended termination date. Routed cargo will be considered as property of the routing Agent. Each agrees to refrain from soliciting such routed cargo from the other, directly or indirectly.

Entire Agreement

This Agreement is entered into by the duly authorized personnel of

Date

AGENT 'A'

Title

Witness

AND

AGENT 'B'

Title

Witness