The following is an example of an agreement for contracting the services of a freight forwarder.

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

Agreement Between

***Awardee*** and ***Forwarder***

This Agreement, made and entered effective as of the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_, by and between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “***Awardee***"), with headquarters at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter "**Forwarder**"), with headquarters at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, supersedes any previous agreements between the parties unless otherwise stated herein.

 Whereas, ***Awardee*** is participating in the U.S. Government funded export food aid programs through the United States Department of Agriculture ("USDA") covering agricultural commodities to be donated to ***Awardee*** and shipped overseas; and

 Whereas, ***Forwarder*** wishes to perform certain shipping-related services on behalf of ***Awardee*** in connection with said USDA agreement(s); and

 Whereas, ***Awardee*** wishes to have ***Forwarder*** perform certain shipping related services on their behalf under the said USDA agreement(s),

 Now therefore, in consideration of the mutual promises and conditions herein contained, the parties do hereby agree as follows:

1. ***Awardee*** hereby provides Power of Attorney to ***Forwarder*** and ***Forwarder***’s authorized representatives and sub-contractors, to act on their behalf, and ***Forwarder*** agrees to act on behalf of ***Awardee***, to issue, and sign where appropriate: freight tenders, vessel charter parties and ocean booking contracts, ocean bills of lading, delivery orders, electronic export information transmissions, donation certificates, certificates of origin, invoices, pro-forma invoices, USDA prescribed forms, and other relevant and necessary documents for the shipment and export clearance of the commodities covered by the aforesaid agreements.
2. ***Forwarder*** will submit to ***Awardee*** for approval, as requested, such freight tenders, vessel charter parties, ocean booking contracts, commodity requests, and other documents that are to be issued on behalf of ***Awardee***.
3. ***Forwarder*** will coordinate with USDA and their commodity suppliers on the procurement and shipment schedules, and otherwise act in the best interests of ***Awardee*** in all such arrangements.
4. ***Forwarder*** will arrange and coordinate with all parties for necessary commodity inspections and certifications; necessary health and sanitary certificates; fumigation; or other special requirements enumerated in the program agreements, related to shipment of the commodities and documents required for shipment or clearance.
5. ***Forwarder*** will promptly dispatch all documentation to ***Awardee*** or their designee at the port(s) of discharge or final delivery point, or as otherwise directed by ***Awardee***.
6. ***Forwarder*** will perform all duties in compliance with all U.S. Government regulations, including but not limited to, 7 CFR Parts 1499 and 1599, and within the limitations of the shipping agent commission maximum levels as prescribed.
7. ***Forwarder*** will render these services without fee to ***Awardee*** and will be compensated solely by the freight commissions allowed and payable under the afore-mentioned regulations.
8. Notwithstanding the foregoing, if ***Awardee*** requests special services, such as samples or laboratory analysis, or must provide documentation to the authorities of the importing country for which a fee must be paid to obtain, ***Awardee*** agrees to reimburse ***Forwarder*** for funds advanced by ***Forwarder*** on behalf of ***Awardee***, all such expenses to be approved by ***Awardee*** in advance.
9. If requested by ***Awardee***, ***Forwarder*** agrees to contract for vessel discharge and delivery surveys on behalf of ***Awardee*** as prescribed by the USDA program agreement(s) and relevant regulations. Accordingly, ***Awardee*** grants authority to ***Forwarder*** to solicit bids and execute the necessary survey contract(s) and any related documentation on their behalf, and ***Forwarder*** will be entitled to one-half of any administrative fees or other compensation for arranging such surveys that the Cooperating Sponsor is allowed according to the regulations or program agreement, if any. Further, ***Awardee*** agrees to either (a) pay all survey fees and related charges directly to the surveyors, or (b) promptly execute any necessary paperwork or other authorizations instructing CCC to remit all proceeds directly to ***Forwarder*** so that ***Forwarder*** can pay the surveyors. As necessary, ***Awardee*** agrees to intervene with their partners, receivers, sub-contractors, or with the USDA in order to facilitate the smooth coordination of surveys and reimbursement of related expenses.
10. ***Awardee*** authorizes ***Forwarder*** to issue and sign on behalf of ***Awardee*** any assignment of claims rights to the USDA, as requested by the USDA in order to allow the USDA to file, negotiate, or settle claims, or pursue legal remedies or other actions against carriers, terminals, and other parties for losses incurred during transportation or handling of food commodities donated to ***Awardee*** by USDA. This authority shall include assignment of rights for losses incurred before, during, or after loading aboard a vessel, as necessary, as well as rights and responsibilities for General Average or marine salvage.
11. Requests for the procurement of commodities by USDA on behalf of ***Awardee*** must be made via the USDA’s online order processing system known as WBSCM (Web-Based Supply Chain Management). ***Forwarder*** agrees to enter and otherwise process these commodity requests on behalf of ***Awardee*** if so desired by ***Awardee***, but will not process such commodity requests for approval without ***Awardee***’s written authorization. Additionally, ***Forwarder*** is authorized to enter shipment data in WBSCM as required by USDA for updating records and processing freight payments. In order for ***Forwarder*** to perform these functions, ***Awardee*** must assign certain user roles and rights to ***Forwarder*** in WBSCM.
12. Both ***Awardee*** and ***Forwarder*** acknowledge that this Agreement is subject to any revisions, amendments, or clarifications required by USDA or other governing United States Authorities. Furthermore, both ***Awardee*** and ***Forwarder*** acknowledge that copies of this Agreement may be provided to such Authorities but the parties otherwise agree to treat this Agreement as confidential between the parties.
13. Both ***Awardee*** and ***Forwarder*** agree that any new or revised U.S. government regulations governing these programs will be deemed to be included as part of this agreement and, where appropriate, will supersede specific terms of this agreement. The parties further agree that this agreement will be formally modified to reflect such regulatory changes when necessary to comply with U.S. regulations or otherwise satisfy the policies and requirements of USDA.

This agreement will remain in effect until terminated by either party upon ninety (90) days written notice.

In witness whereof, the parties have duly executed this Agreement as of the date and year first written above.

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| ***Awardee*** |  | ***Forwarder*** |
|  |  |  |  |  |
| By: |  |  | By: |  |