

AGREEMENT BETWEEN FODECC AND MICROFINANCE INSTITUTIONS

SPECIFIC TERMS OF REFERENCE

BETWEEN

**THE FODECC
(FODECC)
(FODECC)**

AND

XXXXXX

**MEMBER OF THE NATIONAL ASSOCIATION OF MICROFINANCE INSTITUTIONS
OF CAMEROON
(ANEMCAM)**

**AS PART OF THE IMPLEMENTATION OF THE ACTIVITIES OF THE PRODUCERS'
COUNTER**

August 2025

These Terms of Reference have been agreed between:

The Cocoa and Coffee Sector Development Fund, hereinafter referred to as "The Fund", abbreviated as "FODECC", P.O. Box 35 463 Yaoundé, Tel. +237 222 21 88 26, represented by **Mr NENGUE Samuel Donatien, Director**, on the one hand,

And

XXX (address and telephone number), represented by **XXX**, , , on the other hand.

PREAMBLE

These Terms of Reference set out the procedures for implementing the Framework Agreement signed between the National Association of Microfinance Institutions of Cameroon (ANEMCAM) and the Cocoa and Coffee Sector Development Fund (FODECC) for operations relating to the implementation of the Producers' Window.

It defines the obligations of **XXXXXX**, a member of ANEMCAM, holding accreditation **no. 0000201/MINFI** dated **26 March 2020**, on the one hand, and those of the Fund on the other.

CHAPTER 1 **GENERAL PROVISIONS**

Article 1: PURPOSE OF THE SPECIFICATIONS

These Terms of Reference set out the technical details of the parties' commitments, in accordance with Article 5 of the Framework Agreement signed with the National Association of Microfinance Institutions of Cameroon (ANEMCAM).

Article 2: ELIGIBILITY FOR THE TERMS OF REFERENCE

Only microfinance institutions that are licensed by the Ministry of Finance and are members of the National Association of Microfinance Institutions of Cameroon (ANEMCAM) are eligible to sign these Terms of Reference.

Article 3: NULLITY OF TRANSACTIONS

Upon the exhaustion of the dedicated financial resources, any uncompleted transaction shall be deemed null and void.

CHAPTER 2 **OBLIGATIONS OF THE PARTIES**

ARTICLE 4: OBLIGATIONS OF THE MFI

XXX, a member of ANEMCAM, undertakes to:

1. provide a certificate of membership of ANEMCAM, signed by the President or Secretary-General of the said association; make available to FODECC information on the umbrella organisation and its affiliates, in the following format:
 - Photocopy of the accreditation;
 - Company name;
 - Operational telephone number, email;
 - Geotagged photo(s) of the EMF's operational agency or agencies;
 - Geolocation of the head office and address;
 - Bank details;

2. Open accounts for cocoa and coffee producers eligible for the subsidy, in accordance with the Framework Agreement and with reference to COBAC Regulation R-2020/04 on the guaranteed minimum banking service, which is an annex to these Specifications;
3. receive producers' deposits into a current account;
4. receive transfers issued by FODECC via its bank account into a current account;
5. periodically credit the accounts of its affiliates (EMF network only);
6. receive the set of accounting documents relating to orders placed by the producer and co-signed by the supplier of agricultural inputs, small equipment and machinery;
7. collect and forward, upon receipt, using a schedule in accordance with the template provided by FODECC, by any means leaving a record, the set of supporting documents comprising:
 - Electronic purchase order;
 - Electronic collection note;
 - Delivery note co-signed by the producer and the agricultural dealer;
 - A signed invoice bearing the company's letterhead and containing the mandatory legal details (address, unique identifier, total amount, signature and, where applicable, company stamp) ;
 - Proof of payment of the producer's share in one of the following forms:
 - payment receipt (name, date, account number, producer's signature);
 - debit note signed and dated by the parties in the case of a bank transfer;
 - credit note (name, date, account number, amount, producer's signature) in the context of a loan;
 - Proof of payment by the agro-dealer:
 - dated and signed transfer order (name, date, account number, signature of the EMF, share amount, grant amount, total amount to be transferred);
 - credit note (name, date, account number, amount, signature of the EMF);
 - statement of transactions, dated, signed and systematically accompanied by a credit note or a transfer order.
8. keep copies of the bundles of supporting documents for any subsequent checks;
9. record and report to FODECC any incidents occurring during the execution of transactions before the end of the campaign;
10. maintain a monthly summary statement of transfers to its members (EMF network only);
11. secure the producer's deposit allocated to the payment of their share and the FODECC's counterpart, and dedicate them exclusively to the financing of the subsidy;
12. acquire a terminal with the technical specifications and features specified by FODECC and maintain it in good working order;
13. ensure that each affiliated agency is equipped with a suitable terminal for printing electronic vouchers;
14. issue the electronic vouchers to the producer;
15. submit to the inspection bodies appointed by the FODECC;
16. report by any means leaving a record to ANEMCAM and FODECC any difficulties that may arise in the implementation of these Specifications;
17. complete any transactions initiated during the campaign, on the understanding that, once resources are exhausted, such transactions carried out after the deadline shall be deemed null and void;
18. take part in quarterly consultation meetings with the FODECC.

ARTICLE 5: PENALTY AND INCENTIVE SCHEME

The submission of all compliant sets of documents within 30 days of the end of the campaign triggers payment of the balance due to the agrodealer.

However, the prohibited acts and the penalties to which offenders are liable are set out in the table below:

Prohibited acts	Penalties to which offenders are liable
Simultaneous (concurrent) exercise of activities reserved for microfinance institutions and those carried out by agricultural input suppliers (agrodealers)	Exclusion of the party concerned until they comply with these Specifications by specialising in a single field of activity.
Unjustified withholding of funds intended for payment to the Agrodealer	Formal notice issued by FODECC. In the event of a repeat offence, exclusion from the next phase of the grant.
Submission of supporting documents after the deadline	Formal notice issued by FODECC. In the event of non-compliance, exclusion from the next phase of the grant.
Submission of incomplete or non-compliant sets of supporting documents to FODECC	Formal notice issued by FODECC. In the event of non-compliance, exclusion from the next phase of the grant.
Engaging in fraudulent practices intended to unduly charge fees to partners (Agrodealers, producers and/or FODECC).	Letter of observation and obligation to repay unduly collected funds. In the event of a repeat offence, exclusion from the Producers' Window scheme.
Failure to be present at the sites of activity	Formal notice issued by FODECC. In the event of non-compliance with this provision, exclusion from the Producers' Window scheme until compliance is achieved.
Breach of the provisions of these Specifications	Formal notice issued by FODECC. In the event of continued non-compliance, exclusion from the next phase of the grant.

ARTICLE 6: OBLIGATIONS OF THE FODECC

The FODECC undertakes to:

1. secure transactions carried out using the unique identifier it has assigned to each producer;
2. ensure the availability of funds in the trust accounts;
3. draw up the Specifications with the microfinance institutions and ensure they are kept up to date;
4. secure the IT applications;
5. provide appropriate solutions to any issues arising during the implementation of the grant scheme;
6. facilitate the EMF's access to the electronic platform;
7. train and ensure that the EMF's focal points are up to date with the use of the applications and terminals dedicated to the operations of the Producers' Window;
8. report to ANEMCAM, by any means leaving a record, any difficulties relating to the implementation of the provisions of the Specifications;
9. send text messages to grant recipients to inform them that they have 30 days to collect the products;
10. notify partners of the start date for the subsidies, no later than seven days in advance, by any means that leaves a record;
11. determine the dates and times for placing orders between 8 am and 6 pm;
12. notify partners of the official end of operations once resources have been exhausted;
13. not to consider any transaction not completed by the end of the periods specified in paragraphs 11 and 12 above; such transactions outside these timeframes shall be deemed null and void;
14. assess microfinance activities at the end of each campaign .

Article 7: FORCE MAJEURE

Force majeure is an unforeseeable, irresistible and external event that prevents a party from performing its contractual obligations.

Where it combines these three characteristics generally recognised by legal doctrine and case law, force majeure exempts the parties from their obligations under these Specifications.

In such a case, the party invoking force majeure shall notify its contracting party in writing, specifying the causes, impact and effects of the situation constituting force majeure.

CHAPTER 3

MISCELLANEOUS AND FINAL PROVISIONS

ARTICLE 8: TERM

These Terms and Conditions shall remain in force for a period of one (1) year, renewable twice for the same duration. They may be terminated by either party by any means leaving a written record.

Although the renewal of the Terms of Reference is tacit, FODECC conducts an annual pre-qualification of new partners and a confirmation notice is sent to existing partners who have not been sanctioned.

ARTICLE 9: GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by Cameroonian commercial law and shall be interpreted in accordance therewith.

Any disputes or disagreements between the Parties, of whatever nature, arising from the application of the Terms of Reference, in particular regarding their interpretation, performance, non-performance or termination, shall be settled through direct conciliation between the Parties and, in the event of failure thereof, by the competent courts of Yaoundé.

Done at Yaoundé, on

**For the EMF XXX
The Director General**

**For FODECC
The Administrator**

NENGUE Samuel Donatien