



EXAMPLE DOCUMENT

Water Service Operator Contract

The agreement between Saha and the Water Service Operator responsible for treating and selling safe water in their community.

BETWEEN

Saha Global

AND



This is Saha's own Water Service Operator contract, used with the Water Service Operators who run its water treatment centres. It is published as an example for partners, district assemblies and practitioners setting up operator agreements of their own.

Parties

This OPERATOR CONTRACT (this "Agreement") is made on this _____ day of _____, 2025.

BETWEEN

SAHA GLOBAL, a non-profit organization duly registered under the laws of the Republic of Ghana with its registered head office situated at Jisonaayili, Tamale in the Northern Region of the Republic of Ghana, acting by its front line coordinator/supervisor _____ of the one part.

AND

_____ (name) of _____ (location) in the _____ Region of the Republic of Ghana (the "Water Service Operator") of the other part.

Whereas

- a. The Organization is in the business of ensuring that clean water is made accessible to small communities in Northern Ghana.
- b. The Organization wishes to engage the services of the Water Service Operator as an agent responsible for ensuring access to safe and affordable drinking water for their community.
- c. The Organization has agreed to train the Water Service Operator to treat water for sale to the people of the community at no cost.

- d. The Water Service Operator is not an employee of the Organization and earns compensation for clean water treatment services for onward sale to their community.
- e. The Water Service Operator shall retain all earnings from the sale of treated water; and
- f. The Water Service Operator and the Organization have agreed to execute this agreement under the terms and conditions stated below.

THE PARTIES HEREBY AGREE THAT:

01

Duration of Services

The effective date of this Agreement is _____ and it shall continue in force until termination under grounds stated in this Agreement.

02

Description of Services

The Water Service Operator shall provide the following services that include but are not limited to:

- a. Proper treatment of water at the centre
- b. Purchase of Ats
- c. Purchase of alum
- d. Purchase of phone credit
- e. Payment of water delivery on a daily basis if Komlari applies
- f. Payment of annual MSF, which ensures all centre hardware
- g. At all times, keep Saha Global informed promptly and fully (through phone call) of the business and affairs of the organisation, and any matter which is likely to affect the business of the organisation.

Scope of Authority

The Organization hereby gives the Water Service Operator the authority to act on their behalf for the purpose of accomplishing the tasks stated under the Description of Services.

Both parties agree that neither this Agreement nor any of the rights, interests or obligations hereunder shall be transferred or assigned by any other parties without the prior written consent of the other party, and such consent not to be unreasonably withheld.

Good Faith

The Organization expects that you act loyally and faithfully to the Organization in all matters and act in such a manner as you reasonably consider to be most beneficial to the Organization's interest.

Place of Work

The place of your work shall be based at _____ in the _____ Region in the Republic of Ghana.

Compensation

MONTHLY COMMISSION

GHS 171

One Hundred and Seventy-One Cedis every month

KPI BONUS

GHS 48

Forty-Eight Ghana Cedis every month if all KPIs are met

- In consideration of the services to be provided by the Water Service Operator, the Organization agrees to pay the Water Service Operator a commission of One Hundred and Seventy-One Cedis (GHS 171) every month.
- The Water Service Operator shall receive payment via MTN Mobile Money and it shall be transferred directly to the SIM card provided by the Organization.
- The Water Service Operator may also receive a bonus for completing the above-mentioned scope of work and duties, which shall be negotiated in advance.
- Water Service Operators shall receive a bonus of Forty-Eight Ghana Cedis (GHS 48) every month if they are able to meet all Key Performance Indicators (KPI).
- The Water Service Operator shall be eligible for bonuses from the Organization.
- The Water Service Operator shall receive the monthly fee by the 10th day of the subsequent month.

07

Confidentiality

The Water Service Operator shall not at any time, whether before, during or after the termination of your appointment, divulge, disclose, attempt to disclose or use any information you receive from the Organization or any other confidential information in relation to the Organization's affairs or business or method of carrying on business.

08

Notice of Change

Each party shall promptly notify the other party orally or in writing and furnish to such party any information that such party may reasonably request, with respect to the occurrence of any event or the existence of any state of facts that would:

- a. result in misrepresentation or a change in any representation made prior to or as of the signing of this Agreement; or
 - b. impair the party's ability to perform its obligations under this Agreement.
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09

Organization Property

- a. All phones, equipment, records, and confidential information shall remain and be considered the exclusive property of the Organization at all times, and shall be returned to the Organization in good condition promptly on the termination of the agreement.
 - b. The Organization shall not be held liable for any misuse of SIM cards registered in its name and issued to the Water Service Operator for use during the term of this Agreement. The Water Service Operator shall be solely responsible for the proper and lawful use of such SIM cards and any liability arising from their misuse.
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10

Modification of Agreement

Any modification to this Agreement shall be in writing, signed by the parties, or it shall have no effect and shall be void.

11

Limitation and Indemnity

Neither the Organization nor any of the officers, employees or agents of the Organization shall be under any liability to the Water Service Operator for any action taken or for refraining from the taking of any action in good faith pursuant to this Agreement, or for any act arising from or caused directly or indirectly by any negligent act, omission, accident, abuse, modification or misuse by the Water Service Operator; provided, however, that this provision shall not protect the Organization against any breach or failure to perform its obligations in this Agreement or any other liability which would otherwise be imposed under this Agreement or reasonably permitted by law.

12

Termination

Either party may terminate this Agreement upon giving two (2) weeks' notice orally or in writing, or two (2) weeks' salary in lieu of notice.

This Agreement shall be terminated immediately and without notice if the following occur:

- a. In the event that the Water Service Operator deliberately furnishes inaccurate or false information with the intent to deceive the Organization's management for the purpose of receiving excessive payments;
 - b. In the event where the Water Service Operator colludes with a member of the Organization to intentionally deceive the Organization's management in order to obtain excessive payments;
 - c. Any material breach of the provisions of this Agreement by the Water Service Operator;
 - d. Where there is gross negligence or incompetence by the Water Service Operator;
 - e. Where there is persistent absenteeism by the Water Service Operator; and
 - f. In situations where the Water Service Operator fails to meet the expected level of performance as defined in this Agreement.
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13

Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

14

Governing Law and Dispute Resolution

This Agreement shall be construed and enforced in accordance with the laws of the Republic of Ghana. Any dispute, controversy, claim, or difference arising out of, or in connection with, or resulting from this Agreement, its application or interpretation, or a breach thereof, which cannot be settled amicably by the Parties within fourteen (14) days of its occurrence, shall be resolved definitively and exclusively by arbitration under the Alternative Dispute Resolution Act, 2010 (Act 798).

15

General

This Agreement constitutes the entire agreement of the Parties on the subject hereof and supersedes all prior understandings and instruments on such subject.

This Agreement may not be modified other than by a written instrument executed by duly authorized representatives of the Parties.

If any term or condition of this Agreement, or the application thereto to any person, place or circumstances, shall be held to be invalid, unenforceable or void, the remainder of the Agreement and such term or condition as applied to other persons, places and circumstances shall remain in full force and effect.

All amendments to this Agreement must be contained in a written instrument signed by the Parties or their duly authorized representatives.

Signatures

IN WITNESS WHEREOF the parties herein have hereunto set their hands the day and year first above written.

FOR AND ON BEHALF OF THE COMPANY

Signed

Name

Position

Date

BY THE WATER SERVICE OPERATOR

Signed

Name

Date

Thumb print

WITNESS · COMPANY

Signed

Name

Position

WITNESS · WATER SERVICE OPERATOR

Signed

Name

Address

After the contents herein had been explained to the Water Service Operator in their language by Saha representative _____ he or she appeared perfectly to understand and approve of the same before thumb printing thereon.

FOR SAHA USE ONLY

The Water Service Operator under contract provides service in the community indicated above which falls under the supervision of the _____ Service Delivery team. The Front-Line Coordinator for this team is _____ and the Front-Line Supervisor for this team is _____.