CONTRIBUTION AGREEMENT

**[NOTE TO READER: THIS IS A SAMPLE AGREEMENT PROVIDED FOR INFORMATIONAL PURPOSES ONLY]**

**Between [NAME OF CANADIAN ORGANIZATION]**

Hereafter known as the “**Canadian Partner”**,

**And [NAME OF FOREIGN ORGANIZATION]**

Hereafter known as the “**Implementing Partner**”.

The Canadian Partner and the Implementing Partner enter into this Agreement to cooperate on **[name of project**] for **[# of years**] years between **[beginning date]** and **[ending dat**e].

**PURPOSE**

1. The purpose of this Agreement is to identify the terms and conditions for cooperation between the Canadian Partner and the Implementing Partner for the funding and effective implementation of the [**name of project**], a project being implemented to further the charitable activities of the Canadian Partner. The Agreement outlines, in particular, the respective roles and responsibilities of the Parties and is based on the proposed project description and budget prepared by the Implementing Partner for the Canadian Partner. Annexes A, B, and C form an integral part of this Agreement. The signing by the Canadian Partner and the Implementing Partner will signify acceptance of the terms and conditions of the Agreement.

**CONTRIBUTION**

* 1. The Canadian Partner will provide funding for the above project in the amount of [**total funding dollars for the project] [if a multi-year project also indicate the amount of funding per year]** subject to the terms and conditions outlined in ANNEXES A, B, and C of this agreement. The approved budget (summary enclosed as ANNEX B) is an integral part of this agreement.
  2. The funding for this project will be released on the signing of the contribution agreement by the identified Implementing Partner representative for the project and in accordance with the schedule found in ANNEX C.
  3. The Implementing Partner shall acknowledge, electronically and in writing, the payments transferred to it for the project by the Canadian Partner and shall send bank receipts of confirmation to the Canadian Partner.

**EXCHANGE VARIATIONS**

**3.1** The Implementing Partner will account for exchange variations (gains and losses) on funds received for this project. Any gains on exchange by the Implementing Partner on funds designated for this project shall be utilized for purposes related to this project.

**RESPONSIBILITY / IMPLEMENTATION**

* 1. The Implementing Partner will be responsible and accountable for the overall day-to -day administration and implementation of the project, and will ensure that all project activities are in compliance with the legal and environmental regulations of the host country.
  2. The Implementing Partner will be responsible for entering into all agreements with other parties, including staff and national and international consultants to the project, as are necessary to ensure the implementation of the project. Such agreements should outline roles and responsibilities of staff and consultants and mechanisms for implementation, financial arrangements, accountability, monitoring, and auditing.
  3. In the implementation of the project, the Implementing Partner shall take all precautions to assure the safety and health of the staff and contracted national and international consultants to the project.
  4. The Implementing Partner represents and warrants that it has the necessary competency, expertise and skills to provide the assistance and services to the Canadian Partner to carry out the activities contemplated by the project.
  5. The Implementing Partner agrees that the Canadian Partner has full and complete discretion, direction, control and supervision of the project and the use and application of its funds and the Implementing Partner shall provide to the Canadian Partner, on demand, such records as are deemed necessary by the Canadian Partner to confirm that the Canadian Partner’s funds were used for exclusively for charitable purposes in accordance with the laws of Canada. The Implementing Partner agrees that the Canadian Partner will give ongoing instructions as required for the project.

**TERMS OF THE AGREEMENT**

* 1. The Agreement shall come into force on the signing by the Canadian Partner and the Implementing Partner with effective date of **[enter effective date]**. The activities are planned to be completed by **[enter ending date]** and the final narrative, financial and audit reports to be presented by the Implementing Partner to the Canadian Partner by **[enter date final reports required]**.
  2. The Canadian Partner may at any time, by notice in writing, terminate the Agreement in whole or in part. Upon termination of this Agreement for any reason, any advances of grant funding made to the Implementing Partner by the Canadian Partner pursuant to this agreement and not expended on the project or upon the direction of the Canadian Partner shall be refunded by the Implementing Partner to the Canadian Partner within thirty (30) days of the effective date of termination of this Agreement.
  3. The Implementing Partner shall indemnify and save the Canadian Partner harmless from and against all claims, losses, demands, damages, costs and expenses that may be incurred in consequence or arising out of the Project.
  4. No offer, gift, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone, either directly or indirectly, as an inducement or reward for the execution of this Agreement. Any such practice will be grounds for terminating this Agreement or taking any other corrective action as required.

**MONITORING, AUDIT and EVALUATION**

* 1. The Canadian Partner may send representatives to **[name of country**] to monitor the implementation of the project. The Implementing Partner will facilitate the visit of such representatives to the project site subject to mutual agreement on timing and terms of the visit.
  2. The Implementing Partner is responsible to maintain clear and verifiable accounting records of all funds received and expensed for this project. The Implementing Partner agrees to and shall maintain either separate books, records and accounts for this project, or if the Implementing Partner is unable to do, it shall maintain the books, records and accounts in a segregated manner sufficient to clearly identify the funds received and expended in relation to this project. The Implementing Partner agrees to and shall maintain all grant funding received from the Canadian Partner in a separate bank account, segregated from the funds of the Implementing Partner.
  3. All funds received by the Implementing Partner for this project shall be spent and accounted for between the start date and end date of the project.
  4. The Implementing Partner will send to the Canadian Partner a copy of their annual external audit with this project identified in the statement.

**REPORTS**

* 1. The Implementing Partner will provide annual and final *Narrative* and *Financial* reporting on the progress of the project according to the Report Schedule in Annex C.
  2. *Financial* and *Narrative* reporting shall relate to the budget and implementation plan contained in the project proposal accepted by the Canadian Partner. Significant changes to the project budget or implementation requires prior written approval from the Canadian Partner.
  3. *Narrative* reporting should describe the progress to accomplish the agreed outcomes and outputs of the project. The report should include an explanation on what activities are being carried out to meet the objectives, specifically what has been accomplished from the project start date to the end date. The reporting will account for variations to the agreed plan and will identify lessons learned from the experience.
  4. *Financial* reporting should directly correspond with the project budget line items in the agreed budget and summarized in ANNEX B, and the payment and disbursement schedule in ANNEX C. Comparative to budget financial reports should indicate, by budget line item, expenditure from the project start date to the end date. The Financial reports will also include notes to explain variations greater than 10% in the budget plan.
  5. Reporting should be sent by the Implementing Partner to the Canadian Partner.

**RECORDS**

8. The Implementing Partner will maintain and retain for the life of the project and ***six*** years after its termination accurate records of disbursement and expenditures made against contributions received. These documents should be available for financial and/or operational audit purposes at the request of the Canadian Partner.

**ACKNOWLEDGEMENT**

* 1. Unless a specific request for confidentiality is made in writing, correspondence, reports and photos relating to this project will be considered public information. Information therein may be needed for reporting to donors as well as for public education and outreach work.
  2. While ensuring appropriateness and accuracy of all messages and at no additional cost to the Canadian Partner, the Implementing Partner will acknowledge contributions made to the project where appropriate in publications, speeches, press releases and other similar means and will inform the project beneficiaries and communities of the participation and support by the Canadian Partner.

**AMENDMENT**

* 1. Modifications to this agreement shall be made in writing, and agreed to by the Canadian Partner before implementation. The term of the project may only be extended by amendment to this Agreement.
  2. Any anticipated changes to the implementation and/or funding of the project will be communicated with at least two weeks (10 business days) advance notice between The Implementing Partner and the Canadian Partner.

**NOTICES**

10.1 All notices, demands, requests, consents and approvals which may or are required to be given or made pursuant to any provision of this Agreement shall be given or made in writing and shall be served personally or by registered mail, postage prepaid to the address of the Canadian Partner, or the address of the Implementing Partner, as applicable, set out on Annex A attached hereto or to such other addresses as the parties may from time to time advise the other parties by notice in writing. The date of receipt of any such notice, demand or request shall be deemed to be the date of delivery of such notice, demand or request if served personally or, if mailed as aforesaid, the second business day (being any day other than a Saturday, Sunday or any statutory holiday in the Province of Manitoba or Canada) following the date of such mailing.

**FURTHER ACTS AND ASSURANCES**

1. The parties hereby covenant and agree to sign such further and other documents, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

**TIME OF ESSENCE**

1. Time shall be of the essence hereof.

**GOVERNING LAW**

1. This Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of **[enter province of congregation]** and the federal laws of Canada applicable therein. If a dispute arises, the parties hereto agree to attempt first to resolve such dispute by discussion and in the event dispute cannot be resolved through discussion, each of the Parties hereto hereby irrevocably attorns to the jurisdiction of the Court of the Province of **[enter province of congregation]** as forum for enforcement of any rights hereunder.

**ASSIGNMENT**

1. No party to this Agreement may assign its rights under this Agreement without the prior written consent of the other party, which consent shall not be withheld unreasonably.

**ENUREMENT**

1. This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective heirs, executors, administrators, and assigns.

**SIGNATURES**

1. The signatures below, are duly authorized to indicate that the terms and conditions outlined above and in the attached ANNEXES A, B, and C are accepted by the Canadian Partner and the Implementing Partner.

**For the Canadian Partner:**

**[name of organization]**  Witness Signed: Signed:

Name: Name:

Title: Title:

Date: Date:

**For the Implementing Partner:**

**[name of foreign organization]**  Witness Signed: Signed:

Name: Name:

Title: Title:

Date: Date:

**ANNEX A: PROJECT SUMMARY SHEET**

**For Support of [name of project]**

|  |  |
| --- | --- |
| **Project Title:** |  |
| **Start Date:** |  |
| **End Date:** |  |
| **Duration of project in months:** |  |
| **Location Country:** |  |
| **Implementing Partner: Contact Person Phone & Email** |  |
| **Contact Details: Organization Name Address**  **City, Country Phone:**  **Fax: Email:** |  |
| **Canadian Partner Contact Person: Name**  **Phone & Email** |  |
| **Contact Details: Organization Name Address**  **City, Country Phone:**  **Fax: Email:** |  |
| **Implementing Partner Banking Details:** | **Account Name:**  **Account Number (IBAN): Type of Account:**  **Name of Bank:**  **Bank ID (Swift Code): Address of Bank:** |
| **Project Description:** |  |

**ANNEX B: SUMMARIZED PROJECT BUDGET (CAD)**

**for [name of project] Budget:**

|  |  |  |
| --- | --- | --- |
| **#** | **Item** | **Budget CAD$** |
|  |  |  |
| 1 |  |  |
| 2 |  |  |
| 3 |  |  |
| 4 |  |  |
| 5 |  |  |
| 6 |  |  |
| **Total:** | |  |
|  | |  |

NOTE 1: Budget variance by line item of more than 10% requires prior approval by the Canadian Partner.

NOTE 2: The Implementing Partner assumes the full responsibility for the preparation of contracts and payment of salaries, benefits and contract fees to staff and consultants hired or contracted for this project.

NOTE 3: The Implementing Partner indemnifies and saves The Canadian Partner harmless from and against all claims, losses, demands, damages, costs and expenses that may incur in consequence or arising out of the Project.

NOTE 4: No project expenses can be incurred for this project after the project end date without extension to this contribution agreement.

**ANNEX C: PAYMENT AND REPORTING SCHEDULE**

**for [name of project] Payment Schedule:**

|  |  |  |
| --- | --- | --- |
| **Payment #** | **Date** | **Amount (CAD)** |
| Year 1 | [Date] - Upon signature of Contribution Agreement  [Date] - Upon receipt of Narrative and Financial Report for [indicate period] | [date] [Amount] [date] [Amount] |
| Year 2 | [Date] - Upon receipt of Narrative and Financial Report for [indicate period]  [Date] - Upon receipt of Narrative and Financial Report for [indicate period] | [date] [Amount] [date] [Amount] |
| Year 3 | [Date] - Upon receipt of Narrative and Financial Report for [indicate period]  [Date] - Upon receipt of Narrative and Financial Report for [indicate period] | [date] [Amount] [date] [Amount] |
| **Total:** | | **$0,000.00** |

0

* 1. **Report Schedule:**

|  |  |  |
| --- | --- | --- |
| **Report #** | **Period** | **Submission Date** |
| Year 1 | Annual Narrative & Financial Reports for [beginning date] to [ending date] | [date] |
| Year 2 | Annual Narrative & Financial Reports for [beginning date] to [ending date] | [date] |
| Year 3 | Final Narrative & Financial Reports for [beginning date] to [ending date] | [date] |

* 1. **Payment Conditions:**

1. All project funds should be spent by the project activity *end date*.
2. All payments will be transferred in the equivalent of Canadian funds by bank transfer, unless otherwise agreed to by both organizations.
3. Relevant bank transfer confirmations are requied upon receipt of fund.