



Canadian International
Development Agency

Agence canadienne de
développement international

Contribution Agreement



General Terms and Conditions

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Canada 

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1 Project and Part of the Project funded by CIDA

1.1 Identification of the Project

The Project of the Organization is described in the Specific Terms and Conditions - 1.1.

1.2 Identification of the Part of the Project funded by CIDA

The Part of the Project funded by CIDA consists of the activities and results described in the Specific Terms and Conditions - 1.2.

1.3 Monitoring

The Organization shall permit, or cause to be permitted, access to the sites of the Project to any authorized CIDA representative to review and assess the progress of the Part of the Project funded by CIDA. CIDA reserves the right to proceed with a follow-up review, whenever it deems it necessary, during the implementation of the Project and for three years following the final payment of CIDA's Contribution. CIDA will inform the Organization of the results of such reviews.

2 General Clauses

2.1 Definitions

The following definitions apply to this Contribution Agreement:

Contribution - amount of CIDA's contribution referred to in the Articles of Agreement - 2.1 and detailed in the Specific Terms and Conditions - 3.1.2.

Part of the Project funded by CIDA - activities within the Project or Program that CIDA intends to fund through its Contribution, as described in the Specific Terms and Conditions - 1.2.

Project/Program - the set of activities that the Organization intends to undertake in the field of development assistance, as described in the Specific Terms and Conditions - 1.1.

Sub-consultant - an individual (other than an employee), a firm, a for-profit or not-for-profit organization or institution, acting alone or in a consortium, a joint venture, a partnership (limited or otherwise), having entered into a contract with the Organization to provide goods and/or services in relation to the implementation of the Part of the Project funded by CIDA .

2.2 Interpretation

Singular and Plural/Masculine and Feminine - terms in the singular or masculine form also include the plural and feminine and vice-versa, when required.

2.3 Communications

2.3.1 All communications under this Contribution Agreement are to be in writing and deemed to be effective if delivered in person, sent by registered mail, by fax or by email addressed to the party for whom it is intended at the address mentioned in the Articles of Agreement - 4.

2.3.2 Any communication is deemed to have been received:

- a) on the day of delivery, if hand-delivered;
- b) when the other party acknowledges receipt, if sent by registered mail;
- c) one workday following transmission, if sent by fax or email.

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2.3.3 The address of either party or of the person authorized to receive the communications may be changed by notification in the manner set out in paragraphs 2.3.1.

2.4 Confidential Information

2.4.1 The Organization agrees not to disclose any confidential matter, information or documents which may be provided or made available to the Organization as part of this Contribution Agreement.

2.4.2 The Organization shall refrain from any action which might be prejudicial to the relations between Canada and the recipient country.

2.4.3 The Organization shall ensure that its personnel and sub-consultants comply with paragraphs 2.4.1 and 2.4.2 above.

2.5 Contractual Commitments with Third Parties

CIDA shall not be held liable for any loans, leases, capital leases or any other contractual commitments entered into by the Organization with any third party.

2.6 Status of the Organization

2.6.1 No provision in this Contribution Agreement creates or may create a joint venture, an association, or a partnership, mandate, representation or delegation between CIDA and the Organization.

2.6.2 The Organization shall not represent itself to third parties as the joint venturer, associate, partner, agent, representative or delegate of CIDA or the Government of Canada, and shall ensure that all its employees, representatives, delegates, agents, consultants or sub-consultants also act accordingly.

2.7 Canadian Labour

2.7.1 In the implementation of the Part of the Project funded by CIDA, the Organization shall give preference to Canadian labour consisting of Canadian citizens or permanent residents.

2.7.2 Canadian labour resident in the recipient country with all local working papers in order, as well as citizens of the recipient country can be assigned by the Organization or its sub-consultants to work on the Part of the Project funded by CIDA. Other personnel may only be assigned if it can be demonstrated that the required experience and qualifications are not available in Canada or the recipient country.

2.8 Subcontracting

Agreements signed between the Organization and its sub-consultants shall be in written form and shall comply with the provisions of this Contribution Agreement. The Organization shall safekeep these agreements and supporting documents relating to their performance. These agreements are subject to audit by CIDA and its representatives as per article 3.5.

2.9 Procurement of Goods

2.9.1 List of goods - If not detailed in the Specific Terms and Conditions - 2.9.1, a list of the goods essential to the performance of the Part of the Project funded by CIDA and their respective costs shall be submitted to CIDA.

2.9.2 Tendering: Except under exceptional circumstances, the Organization agrees to adopt the competitive tendering route. The lowest bidder who satisfies all criteria will be awarded the contract. Should the recommendation be to award the contract to other than the lowest bidder, the Organization shall record the justification for this action in the procurement file.

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- 2.9.2.1 For purchases under \$5,000, the Organization shall obtain price quotations from at least two (2) suppliers;
 - 2.9.2.2 For purchases between \$5,000 and \$25,000, the Organization shall obtain formal written price quotations from at least three (3) suppliers;
 - 2.9.2.3 For purchases estimated at \$25,000 or more, the Organization shall request formal tenders from a minimum of three (3) qualified suppliers on a representative list of suppliers.
 - 2.9.2.4 All non-competitive purchases shall be fully justified in the Organization's procurement file; the justification is to comply with the *Government Contracts Regulations*. The negotiated contract prices shall be supported by published price lists and/or copies of invoices to other clients and/or a fair price declaration.
 - 2.9.2.5 The Organization shall maintain procurement files which are subject to audit as per article 3.5. Each file shall contain all relevant procurement documentation, i.e. purchase requisitions, tender documents or records if telephone bids, tender evaluations, contracts or purchase orders, invoices, and shipping and receiving documentation.
 - 2.9.3 Canadian Content - The Canadian content of the goods procured shall be maximized and Canadian materials shall be given preference whenever available. The Organization shall maintain a record of the percentage of Canadian content for each purchase and for the totality of its purchases.
 - 2.9.4 Reporting: The Organization shall provide summary reports of its procurement activities in all its reporting. Details of the contracts awarded, including costs, source and delivery information shall be provided.
 - 2.9.5 Disposal of Goods - The Organization agrees to dispose of all goods purchased with the Contribution at the end of this Contribution Agreement at the latest and according to the instructions specified in the Specific Terms and Conditions - 2.9.5. Any disposal of goods shall be evidenced in writing and a copy shall be submitted to CIDA at the address provided in the Articles of Agreement - 4.1.

2.10 Amendments

No amendment made to this Contribution Agreement is valid unless agreed to in writing by CIDA and the Organization.

2.11 Assignment

The Organization shall not assign this Contribution Agreement, in whole or in part, without the written consent of CIDA. Any assignment carried out without such consent is null and void.

2.12 Termination or Suspension

- 2.12.1 CIDA may, by written notice to the Organization, terminate all or part of this Contribution Agreement or suspend its performance, in whole or in part. The termination or suspension takes effect on the date stipulated in the notice from CIDA.
- 2.12.2 As a result of the termination or suspension, the Organization shall have no claim against CIDA other than the reimbursement of eligible costs actually incurred by the Organization until the termination or suspension, less the sums already paid in this regard, provided that the eligible costs were incurred solely to implement the Part of the Project funded by CIDA and that the terms and conditions specified in this Contribution Agreement have been adhered to.

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2.13 Non-compliance

CIDA may withhold payment of all or part of its Contribution, or may recover any or all payments, if the Organization fails to use the Contribution solely to implement the Part of the Project funded by CIDA or fails to respect the terms and conditions of this Contribution Agreement.

2.14 Indemnification

The Organization shall, both during and following the expiry or termination of this Agreement, save harmless and indemnify Her Majesty, her employees and her agents from and against all claims, losses, damages, costs and expenses or actions or other proceedings made against them in any manner, attributable to any injury, death, damage or loss of property arising or alleged to arise from the execution of the Project, except to the extent that the injury, death, damage or loss has been caused by the negligence of Her Majesty, her employees or agents.

2.15 Anti-Corruption

The Organization declares and guarantees that no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by the Organization, either directly or indirectly, as an inducement or reward for the award or execution of this Contribution Agreement. Any such practice is grounds for terminating this Contribution Agreement or taking any other corrective action as required.

2.16 Lobbyist

2.16.1 The following definitions apply to this article:

"employee" - Any individual who has an employer-employee relationship with the Organization.

"contingency fee" - Any payment or other compensation that is contingent upon or is calculated upon the basis of the degree of success in soliciting or obtaining a Government Contract, negotiating in whole or in part the terms of this Contribution Agreement or related to any request or process associated with this Contribution Agreement.

"person" - An individual or group of individuals, a corporation, a partnership, an organization or an association including, without limiting the generality of the foregoing, any person who is required to submit a declaration pursuant to section 5 of the *Lobbyist Registration Act* R.S. 1985 c.44 (4th Supplement).

2.16.2 The Organization declares and guarantees that it has not directly or indirectly paid or agreed to pay and will not pay a contingency fee for the negotiation or the award of this Contribution Agreement or related to any request or process associated with this Contribution Agreement.

2.16.3 All accounts and records pertaining to payments of fees or other compensation for the award or negotiation of this Contribution Agreement, or for any request or process related to this Contribution Agreement, are subject to the provisions concerning financial audits.

2.16.4 If the Organization certifies falsely under this article or is in default of the obligations contained in this Contribution Agreement, the Minister may either terminate this Contribution Agreement or recover from the Organization, by way of reduction to the Contribution amount or otherwise, the full amount of the contingency fee.

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2.17 Conflict of Interest

The Organization declares and guarantees that it has no pecuniary, or other interest in the business of any third party that would, directly or indirectly, cause a conflict of interest.

It is a term of this Agreement that:

- 2.17.1 no current or former public office holder or public servant who is not in compliance with the *Conflict of Interest and Post-Employment Code for Public Office Holders* and/or the *Conflict of Interest and Post-Employment Code for the Public Service* (www.tbs-sct.gc.ca) shall derive a direct benefit from this Agreement; and
- 2.17.2 during the term of this Agreement any persons engaged in the course of carrying out this Agreement shall conduct themselves in compliance with the principles of the *Conflict of Interest and Post-Employment Code for Public Office Holders* and the *Conflict of Interest and Post-Employment Code for the Public Service*. Should any such interest be acquired during the life of the Agreement that would cause the conflict of interest, or seem to cause a departure from the principles, the Organization shall declare it immediately to the CIDA Representative.
- 2.17.3 the Agreement may be terminated should any person working under this Agreement contravene the *Conflict of Interest and Post-Employment Code for Public Office Holders* and/or the *Conflict of Interest and Post-Employment Code for the Public Service*.

2.18 Dispute Resolution

In the event that a dispute arises from or is related to this Contribution Agreement, the parties agree to attempt to resolve the dispute through negotiation or an appropriate alternate dispute resolution process.

2.19 Members of the House of Commons of Canada

The Organization declares and guarantees that no member of the House of Commons of Canada is or will be, in any way, admitted to any part of this Contribution Agreement or to any benefit or profit that may arise therefrom.

2.20 Health Protection for Canadians Assigned Abroad on a Long-term Basis (12 consecutive months or more)

- 2.20.1 The Organization must ensure that, prior to their departure from Canada, its personnel and the personnel of sub-consultants assigned abroad for the purpose of this Contribution Agreement, as well as any accompanying dependants, are provided with full information on health maintenance in the recipient country (Centre for Intercultural Training, Canadian Foreign Service Institute: www.cfsi-icse.gc.ca) and are physically capable of performing their assigned duties in that country.
- 2.20.2 The Organization certifies that members of its personnel and those of sub-consultants assigned abroad for the purposes of this Contribution Agreement, as well as any accompanying dependants, have adequate health insurance.
- 2.20.3 CIDA may reimburse the following costs in relation to paragraph 2.20.1:
 - a) the actual cost of briefing sessions;
 - b) the cost of travel (except international travel), accommodation and meal expenses approved by the Centre for Intercultural Training in accordance with the *Treasury Board Travel Policy* (www.tbs-sct.gc.ca).

Details of eligible costs under this Contribution agreement are provided in the Specific Terms and Conditions - 3.1.2.

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2.20.4 All costs associated with the repatriation of personnel for medical reasons are to be assumed by the Organization.

2.21 Training for Canadians Assigned Abroad on a Long-term Basis (12 consecutive months or more)

2.21.1 Pre-departure - In order to facilitate individual and family adjustment in the recipient country and to ensure professional effectiveness, the Organization shall ensure that, prior to their departure from Canada, its personnel and the personnel of sub-consultants assigned abroad for the purpose of this Contribution Agreement, as well as accompanying dependants, attend a pre-departure program such as the one provided by the Centre for Intercultural Training.

2.21.2 In-country Training - In order to facilitate the contact with the recipient country as well as cultural adaptation, the Organization shall ensure that members of its personnel and/or those of sub-consultants assigned abroad for the purpose of this Contribution Agreement, as well as all accompanying dependants, attend in-country training upon their arrival in the recipient country.

2.21.3 Language Training - If, in CIDA's opinion, knowledge of a language other than the two (2) official languages of Canada is essential to the proper performance of this Contribution Agreement, CIDA may require that the personnel of the Organization's and of the sub-consultants assigned abroad for the purpose of this Contribution Agreement take language training classes in Canada, in the recipient country or in a third country. Should such knowledge be required by CIDA, the Organization shall ensure that these individuals attend such training.

2.21.4 Debriefings - In order to obtain a better understanding of the lessons learned during the assignment, to draw conclusions on the experience abroad and to provide the Organization with valuable feedback that will enable it to improve its methods, CIDA may organize a debriefing session at the Centre for Intercultural Training at the end of the assignment.

In such a case, the Organization shall ensure that its personnel and the personnel of sub-consultants assigned abroad for the purposes of this Contribution Agreement attend such a debriefing session.

2.21.5 Payment of Training Costs - CIDA may reimburse the following training costs associated with the training stipulated in paragraphs 2.21.1 to 2.21.4:

- a) the actual cost of the training;
- b) the cost of travel (except international travel), accommodation and meal expenses approved by the Centre for Intercultural Training in accordance to the *Treasury Board Travel Policy*.

Details of eligible costs under this Contribution agreement are provided in the Specific Terms and Conditions - 3.1.2.

2.22 Training Available to Foreign Professionals, Students and Trainees

2.22.1 On-arrival Orientation - In order to facilitate their initial contact with Canada as well as their integration into Canadian culture, the Organization shall ensure that, upon their arrival in Canada, foreign professionals, students and trainees attend an orientation course provided by the Centre for Intercultural Training.

2.22.2 Mid-term Review - CIDA may invite foreign professionals, students and trainees to attend a mid-term review offered by the Centre for Intercultural Training once a third or half of their stay in Canada has elapsed in order to assist personnel from abroad and their Canadian counterparts to review all aspects of their shared experience and to take steps toward making their interactions more satisfactory and effective and optimize

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their learning for the remainder of their stay in Canada. If such an invitation is made by CIDA, the Organization shall ensure that these individuals attend.

- 2.22.3 Pre-return - In order to prepare participants for the return to their home countries and to facilitate the transfer of their knowledge to their professional environment, CIDA may, upon completion of their training or work, invite foreign professionals, students and trainees to attend a pre-return session provided by the Centre for Intercultural Training. If such an invitation is made by CIDA, the Organization shall ensure that these individuals attend.
- 2.22.4 Payment of training costs - CIDA may reimburse the following costs associated with the training stipulated in paragraphs 2.22.1 to 2.22.3:
- a) the actual cost of the sessions;
 - b) the cost of travel (except international travel), accommodation and meal expenses approved by the Centre for Intercultural Training in accordance to the *Treasury Board Travel Policy*.

Details of eligible costs under this Contribution agreement are provided in the Specific Terms and Conditions - 3.1.2.

- 2.22.5 Insurance - The Organization shall ensure that foreign professionals, students and trainees have adequate insurance coverage in accordance with *CIDA's Management of Overseas Personnel: Manual for the Executing Agency* and *CIDA's Management of Students and Trainees in Canada - Manual for the Executing Agencies* (www.adci-cida.gc.ca).

2.23 Intellectual Property

- 2.23.1 Works created within the scope of the Agreement - The Organization shall describe in the Final Narrative Report all works created under this Contribution Agreement. The description, approved by CIDA an integral part of this Contribution Agreement.
- 2.23.2 Granting of a Licence To ensure the efficiency and the sustainability of the Project, the Organization shall grant, in writing, a licence to the recipient designated by CIDA ("hereinafter called the "Licensee") relating to the works selected by CIDA in the description referred to in section 2.23.1; this licence shall:
- a) authorize the Licensee to:
 - i) do, for its own purposes, all or part of the acts reserved to the owner of the copyright by the law applicable to the Licensee or, in the absence or silence of such law, to do the acts that the Organization and the Licensee deem useful, which may correspond to whole or part of the acts reserved to the owner of the copyright in the applicable Canadian law;
 - ii) grant a sublicense to any person whose own purposes are complementary to those of the Licensee, which shall be in conformity with the terms and conditions of the licence to the Licensee,
 - b) be perpetual, restricted to the territory of the country where the Project was implemented and to any additional territory agreed upon by the Organization and the Licensee, non-commercial, non-exclusive, royalty-free, and revocable if the Licensee does exercise the rights granted, or abide by the terms and conditions of the licence;
 - c) provide for the transfer of property, free of charge, and delivery to the Licensee of copies of the works pursuant to the description, place and time of delivery agreed upon by the Organization and the Licensee.

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- 2.23.3 Modifications and adaptations The Organization may require the Licensee to assign to the Organization the copyright in the modifications and adaptations to the works carried out by the Licensee, its sub-licensees, or any person retained by the Licensee or its sub-licensees.
- 2.23.4 Works created outside the scope of the Agreement The Organization shall ensure that is granted to the Licensee a complementary licence to the licence referred to in section 2.23.2 relating to any work created outside the scope of this Contribution Agreement which serves as component or complement to a work created within the scope of this Contribution Agreement.

2.24 Environmental Assessment

- 2.24.1 Under the *Canadian Environmental Assessment Act ("CEAA")*, CIDA is required to ensure that an environmental assessment of some projects (as defined in the *CEAA*) is conducted before providing financial assistance to carry out such projects in whole or in part. Should such an assessment be required as mentioned in section 2.24 of the Specific Terms and Conditions, the Organization must prepare a screening report and forward it to CIDA. CIDA will not commit to any contribution before having approved, in writing, the screening report submitted by the Organization.
- 2.24.2 The Organization shall ensure that the screening report referred to in clause 2.24.1 considers all of the following factors:
- a) the environmental effects of the Project, including those resulting from accidents or malfunctions, and any cumulative environmental effects that are likely to result from the Project in combination with other projects or activities that have been or will be carried out;
 - b) the significance of the effects referred to in paragraph a);
 - c) comments received from the public, if any;
 - d) measures that are technically and economically feasible and that would mitigate any significant adverse environmental effects of the project; and
 - e) any other relevant matter such as the need for and alternatives to the project.
- 2.24.3 If required in the Specific Terms and Conditions – 2.24.3, the Organization shall forward the environmental assessment report to CIDA on the date set out in that same article.
- 2.24.4 CIDA will determine whether the Project (as defined in the *CEAA*) is likely to cause significant adverse environmental effects on the basis of the screening report provided by the Organization and any other information which CIDA deems to be relevant.
- 2.24.5 The Organization must provide CIDA with any additional information requested by CIDA in order to enable CIDA to meet the requirements of the *CEAA*.
- 2.24.6 CIDA reserves the right to take any action necessary to ensure compliance with the requirements of the *CEAA*, including but without being limited to, the termination of this Contribution Agreement or the imposition of any mitigation or follow-up measures necessary to, reduce, eliminate or control any adverse environmental effects of the Project.

2.25 Public Recognition

- 2.25.1 The Organization shall mention CIDA's contribution to the implementation of the Project in its advertising, promotional announcements and activities, speeches, lectures, interviews and ceremonies.

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2.25.2 The Organization shall mention, without any additional cost to CIDA, CIDA's contribution to the implementation of the Project through one or both of the following methods:

- a) by clearly and prominently labelling publications, advertising and promotional products and any form of material and products funded by CIDA, as follows, in the appropriate official language:

"Program/project/activity undertaken with the financial support of the Government of Canada provided through the Canadian International Development Agency (CIDA)";

"Programme/projet/activité réalisé avec l'appui financier du gouvernement du Canada agissant par l'entremise of l'Agence canadienne of développement international (ACDI)";

- b) by affixing CIDA's corporate identity logo on publications, advertising and promotional products and on any other form of material and products funded by CIDA, in accordance with CIDA's written approval and instructions and with the design standards obtained pursuant to paragraph 2.25.3.

2.25.3 The Organization acknowledges that it can obtain a printed or electronic copy of CIDA's corporate identity logo, by contacting:

CIDA's Federal Identity Program Coordinator
E-mail address: info@acdi-cida.gc.ca

2.25.4 The Organization is responsible for the accuracy of public recognition messages referred to in this article.

3 Financial Terms and Conditions

3.1 Total Funding

3.1.1 The total budget of the Project, including the contributions from CIDA, the Organization and any other organizations, is specified in the Specific Terms and Conditions - 3.1.1.

3.1.2 CIDA's Contribution is detailed in the Specific Terms and Conditions - 3.1.2.

3.1.3 The Organization declares and guarantees that its contribution is accurately detailed in the Specific Terms and Conditions - 3.1.3.

3.1.4 The Organization declares and guarantees that all sources of proposed funding for the Project with their corresponding amounts as well as the overall funding breakdown are presented in the Specific Terms and Conditions - 3.1.4. The Organization agrees to update this declaration should there be changes during the implementation of the Project and to indicate these changes in the final financial report.

3.2 Cancellation or Reduction of the Contribution

CIDA may cancel or reduce its Contribution in response to one or more of the following circumstances:

3.2.1 CIDA is required to review and cut its budget in the event that its funding levels are changed by Parliament;

3.2.2 the Organization does not make its contribution to the Project as specified in the Specific Terms and Conditions - 3.1.3;

3.2.3 the total funding from other sources exceeds or is inferior to the funding specified in the Specific Terms and Conditions - 3.1.4;

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- 3.2.4 during the implementation of the Project, the sum of the amounts due to Her Majesty or any other creditor is such that it could jeopardize the financial stability of the Organization and consequently the implementation of the Project;
 - 3.2.5 in CIDA's opinion, the objectives for which the Contribution has been awarded have changed or have not been complied with;
 - 3.2.6 in CIDA's opinion, the expected results for which the contribution has been awarded did not materialize as planned;
 - 3.2.7 in CIDA's opinion, the Project no longer complies with the principles of development co-operation.

3.3 Repayment and Recovery of the Contribution

- 3.3.1 The Organization must repay:
 - a) any unused balance upon completion of this Contribution Agreement;
 - b) the sum of all disallowed costs, such as expenses incurred for unauthorized purposes.
- 3.3.2 The amounts that the Organization must repay pursuant to the previous paragraph constitute debts to Her Majesty. The Organization shall issue repayment cheques to the Receiver General for Canada and forward them to CIDA at the address specified in the Articles of Agreement - 4.1.
- 3.3.3 Interest will be charged on all overdue repayments in accordance with the *Treasury Board Interest and Administrative Charges Regulations*. These regulations are available on the Internet : (www.tbs-sct.gc.ca).

3.4 Right of Set-Off

- 3.4.1 The Organization shall submit a written declaration to CIDA on any overdue amounts owing to Her Majesty prior to the signature of this Contribution Agreement. An amount is deemed to be overdue if the Organization has received a written request for payment of a past due account from Her Majesty. The Organization shall submit an updated declaration of overdue amounts owing to Her Majesty in its final report before the final payment is released by CIDA.
- 3.4.2 Her Majesty reserves the right to set off against any amount payable to the Organization any amount which the Organization owes to Her Majesty. This clause does not restrict any right of set-off given by law or by any provision of this Contribution Agreement or of any other agreements between Her Majesty and the Organization.

3.5 Audit

The Organization must maintain separate accounts and financial records for the purpose of producing financial reports required by CIDA pursuant to this Contribution Agreement. These accounts and financial records shall be established to account for the total funds budgeted for the implementation of the Project, regardless of the source of funding, and for the expenses related to the implementation. The Organization must safekeep supporting documentation for each expense. During the implementation of the Project and for a period of three (3) years following the final payment of CIDA's contribution, the Organization must ensure that CIDA or its representatives are able to audit the accounts and financial records and are given access to all supporting documentation relating to expenses incurred to implement the Project. For this

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purpose, the Organization must afford CIDA or its representatives proper facilities for the duration of the audit.

3.6 Eligible Cost Elements

- 3.6.1 Subject to the Specific Terms and Conditions – 3.1.2 and to the maxima set out in Treasury Board and CIDA policies, including the provisions of the Manual "*Management of Overseas Personnel: Manual for the Executing Agency*" (www.acdi-cida.gc.ca), the following costs may be reimbursed by CIDA:
- a) Remuneration - Rate (per hour, day or month) applicable in Canada and abroad to professional, technical and administrative personnel working on the implementation of the Part of the Project funded by CIDA in accordance with this Contribution Agreement, including rates for the Organization's personnel and its sub-consultants, both in Canada and abroad, and professionals hired locally. Rates include:
 - i) direct salaries: actual sums paid to individuals for the time directly spent on the implementation of the Part of the Project funded by CIDA and not exceeding the market rates for the specific type of service.
 - ii) fringe benefits, including:
 - absences: statutory holidays, annual vacation and sick leave, in accordance with the Organization's policies;
 - paid benefits: the employer's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, pension plans, etc., in accordance with the Organization's policies.
 - iii) overhead/indirect costs - costs that are not covered under i) and ii), as established in accordance with CIDA's *Overhead Rate Calculation Policy* (www.acdi-cida.gc.ca).
 - b) Reimbursable expenses - the actual and reasonable expenses directly related to the implementation of the Part of the Project funded by CIDA, such as:
 - i) the actual cost of sub-consultants to a maximum of 20% of the total remuneration to be paid under this Contribution Agreement. Individual rates shall not exceed the market rates that apply to the specific type of service;
 - ii) salaries and fringe benefits for locally-engaged support staff hired on site, with the exception of professionals, in accordance with local laws and policies;
 - iii) living and travel costs in accordance with the Organization's policies but not exceeding the *Treasury Board Travel Directive*;
 - iv) benefits and allowable expenses for long-term field personnel, in accordance with the Organization's policies but not exceeding those stipulated in *CIDA's Management of Overseas Personnel: Manual for the Executing Agency* (www.acdi-cida.gc.ca);
 - v) allowances paid to CIDA award students and trainees, in accordance with CIDA's *Management of Students and Trainees in Canada - Manual for Executing Agencies*;
 - vi) expenses incurred by counterpart staff of the recipient country, who have been identified by the recipient country to either receive training or work with Canadian personnel, such as local transportation costs and living expenses while travelling for the purpose of the Part of the Project funded by CIDA.

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(The Contribution can not be used to reimburse counterpart personnel's fees or salaries.)

- vii) costs arising from the purchase, rental, maintenance and transportation of goods, equipment, vehicles and supplies in accordance with the Organization's policies, provided such costs fall within the parameters stipulated in clause 2.9 of the General Terms and Conditions;
 - viii) communication costs, such as telephone (including long distance charges), telex, facsimile, mail and messenger services;
 - ix) translation and word processing costs, printing and production costs, such as photocopying (including the printing of extra copies of documents and micro-copying);
 - x) any other expenses required to carry out the Part of the Project funded by CIDA, which are not included in the above categories but have received CIDA's prior written approval.
- 3.6.2 The Organization must not include profit, directly or indirectly, in the calculation of its remuneration or in any other of the costs detailed in the Specific Terms and Conditions - 3.1.2, except when the profit is included in an acceptable sub-consultant agreement with a for-profit entity into which the Organization does not hold any direct or indirect interest.
- 3.6.3 The Organization must ensure that all costs for the implementation of the Part of the Project funded by CIDA include, where applicable, the GST, HST and provincial sales tax that the Organization must pay on all goods and services related to this implementation, less any credits or reimbursements to which it is entitled.

3.7 Terms of Payment

In consideration of the implementation of the Part of the Project funded by CIDA and the fulfillment of all of the Organization's other obligations pursuant to this Contribution Agreement to CIDA's satisfaction, CIDA agrees to pay the Organization the Contribution in accordance with the method of payment, among those listed below, which is described in the Specific Terms and Conditions - 3.7.1:

3.7.1 Progress Payments

Subject to the other terms and conditions in this Contribution Agreement, CIDA will make progress payments as stipulated in the Specific Terms and Conditions - 3.7.1, as reimbursement of the eligible costs incurred by the Organization and specified in the Specific Terms and Conditions - 3.1.2 for each result described in the Specific Terms and Conditions - 1.2 achieved to CIDA's satisfaction.

OR

Monthly Payments

Subject to the other terms and conditions of this Contribution Agreement, CIDA will pay the Organization, no more than once a month, the eligible costs stipulated in the Specific Terms and Conditions - 3.1.2 incurred by the Organization during the previous month to the maximum stipulated in the Specific Terms and Conditions - 3.7.1.

OR

Advance Payments

Subject to the other terms and conditions in this Contribution Agreement, CIDA will make advances to the Organization in accordance with the following term and conditions:

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- a) **Limit** - Subject to the overall limit stipulated in the Specific Terms and Conditions 3.7.1a), CIDA will make an advance to the Organization in an amount not exceeding the total eligible costs over the next quarter, up to a maximum of CAN\$500,000. There can never be more than two advances that are unaccounted for at any time over the duration of this Contribution Agreement, and the total of these advances shall not exceed the lesser of the following two amounts: CAN\$1,000,000 or the maximum total amount of two (2) unaccounted for advances.
 - b) **Guarantee** - The level of security required to cover approved advances is established by CIDA in accordance with a financial risk assessment. Should an irrevocable letter of credit or any other security be required by CIDA, no advance payment will be made before the Organization submits such security in a form and content acceptable to CIDA. Such security is to meet Treasury Board standards, be issued by a certified financial institution in the name of the Receiver General for Canada and in the amount stipulated in the Specific Terms and Conditions - 3.7.1b). This security must be in effect before any advances are made and must remain in effect for the whole duration of this Contribution Agreement and until the Organization has accounted for all advances. The Organization must forward any security and its amendments to the address specified in the Articles of Agreement - 4.1 and must make reference to both the title of the Part of the Project funded by CIDA and the purchase order number of this Contribution Agreement.
 - c) **Advance Reconciliation** - The Organization must maintain a record of all funds received from CIDA and the eligible costs incurred and must submit to CIDA a quarterly statement deemed acceptable by CIDA, in both form and content, reconciling these amounts. Pursuant to the reconciliation of the amounts:
 - i) if the amount of the advance is inferior to the eligible costs incurred for which the advance was approved, CIDA shall reimburse the difference to the Organization;
 - ii) if the amount of the advance exceeds the eligible costs incurred for which the advance was approved, the Organization shall reimburse the difference to CIDA or CIDA shall recover the surplus from any sums payable to the Organization, at CIDA's discretion.
 - d) **Interest-bearing Account** - The Organization must open an interest-bearing account in a financial institution that is a member of the Canadian Payments Association, in which the Organization will solely deposit any advances made by CIDA. Any accumulated interest will be credited to the account and the Organization will report this interest quarterly. The accumulated interest will be considered as a payment to be deducted from the total amount of the Contribution.

3.7.2 Payment Requests

- a) For progress payments, no payment will be made to the Organization until CIDA receives two (2) copies of a payment request outlining the results achieved and specifying the applicable progress payments in accordance with article 3.7.1 of the Specific Terms and Conditions.
- b) For monthly payments, no payment will be made to the Organization until CIDA receives an invoice, in two (2) copies, outlining the eligible costs incurred during the previous month.
- c) For advance payments where a security is required, no advance will be made to the Organization until CIDA receives and approves the security in accordance with the provisions of the General Terms and Conditions - 3.7.1b) in the amount

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stipulated in the Specific Terms and Conditions - 3.7.1b). For all advances, with or without security, the Organization must present a formal request for advance, deemed acceptable to CIDA in both form and content, covering a period not exceeding three (3) months, identifying the amounts required and including an estimate of eligible costs and any other information that CIDA may require.

- d) The Organization shall safekeep all supporting documentation of said costs for audit purposes.
- e) All requests for payment or advances, invoices or other documentation of a similar nature submitted by the Organization must be sent to CIDA at the address specified in the Specific Terms and Conditions - 3.7.2e) and must indicate the appropriate codes.

3.7.3 Final Payment

Once the Organization has implemented the Part of the Project funded by CIDA in accordance with this Contribution Agreement to CIDA's satisfaction, and CIDA has approved the final financial report submitted by the Organization, CIDA shall remit the final payment (generally 5 to 10% of the Contribution) and any security to the Organization subject to paragraph 3.4.1 above and to the receipt of the certificate referred to in article 3.7.4 below.

3.7.4 Certificate

Prior to remitting the final payment or any security upon completion of this Contribution Agreement, the Organization shall provide CIDA with a certificate stating that all the Organization's financial obligations to employees, sub-consultants or suppliers in respect of the Project have been fully discharged.

4 Reports

The Organization shall submit the reports set out in the Specific Terms and Conditions - 4 in accordance with the standards established for the content, presentation, language, number of copies and timelines in the Specific Terms and Conditions - 4. Unless otherwise stated, the Organization shall, to the extent possible:

- a) use both sides of the page when producing documents, reports, etc.;
- b) use recycled paper to print and produce reports and other documents.

4.1 Narrative Reports

4.1.1 The Organization shall submit to CIDA the narrative reports set out in the Specific Terms and Conditions - 4.1. These reports must be submitted no later than thirty (30) days after the period covered in the report unless otherwise stipulated in the Specific Terms and Conditions.

4.1.2 Narrative reports shall include the following information on the activities undertaken under the Part of the Project funded by CIDA:

- a) achievement: the extent of achievement of expected results in respect of activities (narrative account and estimated percentage of achievement), on the basis of performance indicators and the baseline;
- b) schedule: the actual time devoted to activities in comparison with the estimated time (information provided in days, weeks or months and in percentage);
- c) costs: the actual expenses incurred for the activities in comparison with the budget (information provided in monetary units and in percentage).

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- 4.1.3 Narrative reports must identify and explain any discrepancy between the actual and the estimated information. The Organization must specify, in its narrative reports, areas requiring CIDA's action or intervention as well as approvals being sought from CIDA.

4.2 Financial Reports

- 4.2.1 The Organization must submit to CIDA the financial reports stipulated in the Specific Terms and Conditions - 4.2. These reports must be submitted to CIDA no later than thirty (30) days following the end of the period covered by the report unless otherwise stipulated in the Specific Terms and Conditions.
- 4.2.2 The Organization must submit to CIDA a financial report at the end of every quarter detailing the following:
- a) cost estimate for the next quarter, including advances if any;
 - b) costs incurred throughout the period covered by the report, including:
 - i) remuneration per individual for the activities/results of the Part of the Project funded by CIDA achieved during the quarter, indicating the appropriate date and the number of hours worked on that date;
 - ii) all supporting documentation for said expenses, at CIDA's request;
 - c) interest on advances, if applicable;
 - d) the year-to-date costs as of the date of the report (amount and percentage);
 - e) an estimate of the costs required to complete the activities and achieve the planned results under this Contribution Agreement;
 - f) a cost estimate for the period to be covered in the next report;
 - g) an analysis of significant variances.

4.3 Technical Cooperation/Technical Assistance Reporting

- 4.3.1 Where the purpose of the Part of the Project funded by CIDA is to increase the level of knowledge, skills, technical know-how or productive aptitude of the population of the recipient country, the Organization must obtain from the CIDA representative the following forms and complete them for each calendar year:
- a) CIDA Form 9 P, *Technical Cooperation/Technical Assistance Activities*;
 - b) Form 9 A, *Students and Trainees*;
 - c) Form 9 B, *Technical Cooperation / Technical Assistance Personnel*;
- 4.3.2 The Organization shall submit the completed forms to CIDA by the 31st day of January of each calendar year at the following address:

Canadian International Development Agency
Technical Cooperation Data Unit
200 Promenade du Portage
Hull, Quebec
K1A 0G4