



Canadian International  
Development Agency

Agence canadienne de  
développement international

# Contribution Agreement

## General Terms and Conditions

Effective October 25, 2004

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**Canada** 

# Contribution Agreement

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## 1 Definitions (05/10/04)

Unless the context requires otherwise, the expressions listed below shall have the following meanings for the purposes of the Agreement:

"Contribution" means the amount of CIDA's contribution referred to in the Articles of Agreement - 2.1 and detailed in Part C and Part D of the Specific Terms and Conditions;

"Fiscal year" means the period beginning on April 1 in one year and ending on March 31 in the next year.

"Personnel" means all individuals involved in the Project either under employment or service contracts with the Organization or Subcontractors;

"Project" means the project, the program or the set of activities described in Part B of the Specific Terms and Conditions;

"Subcontractor" means 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 or services in relation to the implementation of the Project;

## 2 Interpretation (05/10/04)

Unless otherwise specified in the Agreement, words importing the singular include the plural and vice-versa and words importing gender include all genders.

## 3 Amendment (05/10/04)

No amendment made to the Agreement is valid unless it is incorporated into the Agreement in writing and the amendment is signed by CIDA and the Organization.

## 4 Assignment (05/10/04)

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

## 5 Notices and Communications (05/10/04)

5.1 Any notice given pursuant to the Agreement shall be in writing and delivered in person, sent by registered mail or by facsimile addressed to the party for whom it is intended at the address mentioned in section 4 of the Articles of Agreement.

5.2 Any communication under the Agreement, other than a notice covered by section 5.1, shall be in writing and delivered in person, sent by registered mail, by facsimile or by e-mail addressed to the party for whom it is intended at the address mentioned in section 4 of the Articles of Agreement.

5.3 Any notice or 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 facsimile or e-mail.

5.4 The address of either party or of the person authorized to receive notices or communications may be changed in the manner set out in section 5.2 above.



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## 6 Communication with Canadian Embassies and High Commissions (05/10/04)

Personnel working on the Project in a developing country will register with the Canadian Embassy or High Commission. The Organization will keep the respective Canadian Embassy or High Commission informed regarding the Project, including the participation of local collaborators. If assistance is needed, the Organization will advise the Canadian Embassy or High Commission well in advance of planned visits to the country with regard to the Project.

## 7 Public Recognition (05/10/04)

7.1 The Organization shall mention CIDA's Contribution to the implementation of the Project in its advertising, promotional announcements and activities, speeches, lectures, interviews, ceremonies and its web site.

7.2 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 de l'Agence canadienne de 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 section 7.3.

7.3 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](mailto:info@acdi-cida.gc.ca)

7.4 The Organization is responsible for the accuracy of public recognition messages referred to in section 7.

## 8 Publication of information (05/10/04)

CIDA may compile and publish statistics based on information contained in the documents comprising the Agreement and arising from its performance. CIDA may publish the Organization's name and address, the amount of the Contribution, the type of activities funded, the title of the Project and the name of the recipient country.

## 9 Confidential Information (05/10/04)

The Organization shall not disclose any confidential information or document nor make use of any intellectual property rights subject-matter that it becomes aware of or takes possession of during the implementation of the Project, without having obtained written authorization from the appropriate authority that can release it from the obligation to confidentiality, and shall ensure that all its employees, representatives, delegates, agents, consultants or Subcontractors act accordingly. Upon CIDA's request, the Organization shall provide CIDA with a copy of the authorization obtained.



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## **10 Business Conduct** (05/10/04)

The Organization shall refrain from practices or activities which might be prejudicial to the relations between Canada and the recipient country, and shall ensure that all its employees, representatives, delegates, agents, consultants or Subcontractors act accordingly.

## **11 Contractual Commitments with Third Parties** (05/10/04)

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 for the implementation of the Project.

## **12 Subcontracting** (05/10/04)

Agreements signed between the Organization and its Subcontractors shall be in written form and shall comply with the provisions of the 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 section 15.

## **13 Procurement and Disposal of Goods** (05/10/04)

13.1 The Organization shall be responsible and accountable for the procurement of materials, equipment and related services for the Project. The procurement shall be executed in a competitive manner whenever possible to ensure best value.

13.2 Unless the Organization's procurement process is approved by CIDA in Part A of the Specific Terms and Conditions, the Organization agrees to adopt a procurement process in accordance to CIDA's Procurement Handbook for Goods and Related Services. This document is available on CIDA's Internet site ([www.cida.ca](http://www.cida.ca)).

13.3 Except under exceptional circumstances, the Organization shall adopt the competitive tendering route. The lowest compliant bidder will be awarded the contract. Should the recommendation be to award the contract to a bidder other than the lowest bidder, the Organization shall record the justification for this action in the procurement file.

13.4 The Organization shall maintain procurement files which are subject to audit as per section 15. Each file shall contain all relevant procurement documentation, including without being limited to purchase requisitions, tender documents or records if telephone bids, tender evaluations, contracts or purchase orders, invoices, and shipping and receiving documentation.

13.5 The Organization shall dispose of all goods purchased with the Contribution at the end of the Agreement at the latest and according to the instructions specified in Part A of the Specific Terms and Conditions. Any disposal of goods shall be evidenced in writing and a copy shall be submitted to CIDA as part of the final report.

## **14 Monitoring** (05/10/04)

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 Project. 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 (3) years following the final payment of the Contribution. CIDA will inform the Organization of the results of such reviews.



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## **15 Audit** (05/10/04)

- 15.1 The Organization must maintain separate accounts and financial records for the purpose of producing financial reports required by CIDA pursuant to the 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 the original supporting documentation for each expense. During the implementation of the Project and for a period of three (3) years following the final payment of the Contribution, the Organization must ensure that CIDA or its authorized 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, including those of its Subcontractors. For this purpose, the Organization must afford CIDA or its authorized representatives proper facilities for the duration of the audit.
- 15.2 The Organization's expenses associated with an audit conducted pursuant to section 15.1 above shall not be recoverable from CIDA.

## **16 Status of the Organization** (05/10/04)

- 16.1 No provision in the Agreement creates or may create a joint venture, an association, or a partnership, mandate, representation or delegation between CIDA and the Organization.
- 16.2 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 Subcontractors act accordingly.

## **17 Appropriation** (05/10/04)

Any payment to be made to the Organization is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made. If CIDA's appropriation is changed by Parliament or if funds are not available for any other reason, this contribution may be reduced, by notice sent to the Organization, or the Agreement may be terminated.

## **18 Termination Due to Default of the Organization** (05/10/04)

- 18.1 Where the Organization is in default in carrying out any of its obligations under the Agreement, in addition to any remedies otherwise available, CIDA may, upon giving written notice to the Organization, terminate the Agreement for default, in whole or in part, either immediately, or at the expiration of a cure period specified in the notice if the Organization has not cured the default to the satisfaction of CIDA within the cure period.
- 18.2 Where the Organization becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Organization, or an order is made or a resolution passed for the winding up of the Organization, CIDA may, to the extent permitted by the law of Canada, upon giving notice to the Organization, immediately terminate for default the whole or any part of the Agreement.

## **19 Termination or Suspension for Convenience** (05/10/04)

- 19.1 CIDA may, by written notice to the Organization, terminate all or part of the 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.
- 19.2 As a result of the termination or suspension, the Organization shall have no claim against CIDA other than the reimbursement of reasonable and proper eligible costs, as defined in Part D of the Specific Terms and Conditions, actually incurred by the Organization up to the termination or suspension, less the sums already paid in this regard.



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## 20 Non-compliance (05/10/04)

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

20.2 The recovery of the Contribution pursuant to section 20.1 shall be governed by the terms and conditions specified in section 33.

## 21 Indemnification (05/10/04)

The Organization shall, both during and following the expiry or termination of the 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.

## 22 Dispute Resolution (05/10/04)

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

## 23 Health Protection for Canadians Assigned Abroad (05/10/04)

23.1 The Organization shall ensure that, prior to their departure from Canada, Personnel assigned abroad for the purpose of the Agreement, as well as any accompanying dependants, are provided with full information on health maintenance in the recipient country and are physically capable of performing their assigned duties in that country.

23.2 The Organization shall ensure that Personnel assigned abroad for the purposes of the Agreement, as well as any accompanying dependants, have adequate health insurance.

23.3 All costs associated with the repatriation of Personnel as well as any accompanying dependants for medical reasons are to be assumed by the Organization.

## 24 Briefings and Language Training (05/10/04)

24.1 Pre-departure In order to facilitate individual and family adjustment in the recipient country and to promote professional effectiveness, CIDA may require that Personnel assigned abroad for the purpose of the Agreement, as well as accompanying dependants, attend a pre-departure program provided by the Centre for Intercultural Learning. In such a case, the Organization shall ensure that these individuals attend such program.

24.2 Language Training If, in CIDA's opinion, knowledge of a language other than one of the two official languages of Canada is essential to the proper performance of the Agreement, CIDA may require that Personnel assigned abroad for the purpose of the Agreement take language training classes. Should such knowledge be required by CIDA, the Organization shall ensure that these individuals attend such training.

24.3 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 Learning at the end of the assignment. In such a case, the Organization shall ensure that Personnel assigned abroad for the purposes of the Agreement attend such a debriefing session.



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24.4 Payment of Training Costs If such costs are not already assumed by the Centre for Intercultural Learning as part of its overall agreement with CIDA, CIDA may reimburse the following training costs associated with the sessions mentioned in sections 24.1 to 24.3:

- a) the actual cost of the training;
- b) the cost of travel (except international travel), accommodation and meal expenses in accordance with the *Treasury Board Travel Directive*.

## 25 Training for Foreign Professionals, Students and Trainees (05/10/04)

25.1 On-arrival Orientation In order to facilitate their initial contact with Canada as well as their integration into Canadian culture, CIDA may require that, upon their arrival in Canada, foreign professionals, students and trainees attend an orientation course provided by the Centre for Intercultural Learning. In such a case, the Organization shall ensure that those foreign professionals, students and trainees attend such a course.

25.2 Mid-term Review CIDA may invite foreign professionals, students and trainees to attend a mid-term review offered by the Centre for Intercultural Learning once a third or one half of their stay in Canada has elapsed in order to assist them 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 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.

25.3 Pre-return 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 Learning. If such an invitation is made by CIDA, the Organization shall ensure that these individuals attend.

25.4 Payment of training costs If such costs are not already assumed by the Centre for Intercultural Learning as part of its overall agreement with CIDA, CIDA may reimburse the following costs associated with the sessions mentioned in sections 25.1 to 25.3:

- a) the actual cost of the sessions;
- b) the cost of travel (except international travel), accommodation and meal expenses in accordance with: *Management of Student and Trainees in Canada: Manual for the Executing Agency*.

25.5 Insurance The Organization shall ensure that foreign professionals, students and trainees have adequate insurance coverage in accordance with CIDA's *Management of Students and Trainees in Canada: Manual for the Executing Agency*. This publication can be obtained from CIDA's Canadian Partnership Branch.

## 26 Anti-Corruption Clause (05/10/04)

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 the Agreement. Any such practice is grounds for terminating the Agreement or taking any other corrective action as required.

## 27 Anti-Corruption Declaration (10/25/04)

The Organization shall declare in writing to CIDA if the Organization or any of the Organization's officers, employees or Subcontractors included in the Project:

- a) were convicted during a period of three years prior to the submission of the Project proposal, by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption or;



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- b) are under sanction, for an offence involving bribery or corruption, imposed by a government, a governmental organization or a development organization providing development assistance.

CIDA may terminate the Agreement forthwith for default where it is found that the Organization has omitted to declare, prior to entering into the Agreement, such conviction or sanction.

### **28 Lobbyist** (05/10/04)

28.1 The following definition applies to this section:

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

28.2 The Organization declares and guarantees that any person who has been lobbying on its behalf to obtain the Contribution that is the subject of the Agreement and who is required to be registered pursuant to the *Lobbyists Registration Act*, R.S. 1985, c. 44 (4th Supplement), as amended from time to time, was registered pursuant to that Act at the time the lobbying occurred.

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

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

28.5 If the Organization certifies falsely under section 28 or is in default of the obligations contained in the Agreement, CIDA may either terminate the Agreement or recover from the Organization, by way of reduction to the Contribution amount or otherwise, the full amount of the contingency fee.

### **29 Conflict of Interest** (05/10/04)

29.1 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.

29.2 It is a term of the Agreement that 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* or the *Values and Ethics Code for the Public Service* ([www.tbs-sct.gc.ca](http://www.tbs-sct.gc.ca)) shall derive a direct benefit from the Agreement.

29.3 During the term of the Agreement any persons engaged in the course of carrying out the Agreement shall conduct themselves in compliance with the principles of the *Conflict of Interest and Post-Employment Code for Public Office Holders* and the *Values and Ethics 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.

### **30 Members of the House of Commons of Canada** (05/10/04)

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 the Agreement or to any benefit or profit that may arise therefrom.



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## 31 Intellectual Property (05/10/04)

### 31.1 Definitions

The following definitions apply to this section:

"intellectual property rights" or "rights" means rights in a subject-matter reserved to the owner according to the applicable law in the country offering protection, or rights in a subject-matter as defined by the parties to the Agreement.

"intellectual property rights owner" or "owner" means the holder of intellectual property rights in a subject-matter, whether the first holder or an assignee, all coholders or coassignees, or this person's or these persons' exclusive licensee.

"intellectual property rights subject-matter" or "subject-matter" means any subject-matter, including works, industrial designs, inventions, new plant varieties or integrated circuit topographies, as defined by the applicable law in the country offering protection or by the parties to the Agreement.

"subject-matter created outside the Agreement" means any subject-matter, except inventions, which is not created, conceived, developed or produced under the Agreement, or any invention which is not first conceived, developed or reduced to practice under the Agreement.

"subject-matter created under the Agreement" means any subject-matter, except inventions, which is created, conceived, developed or produced in implementing the Agreement, or any invention which is first conceived, developed or reduced to practice in implementing the Agreement.

"work" means the original expression of the idea, concept or information, and, in the case of a compilation, the original expression resulting from the selection or arrangement of works or of parts thereof, or of data.

### 31.2 Subject-matters created under the Agreement

31.2.1 Licence to the beneficiary of the Project For subject-matters created under the Agreement, the Organization undertakes to grant to each person designated by CIDA a licence restricted to the territory in which the Project is executed, that is perpetual, non-exclusive, non-transferable, non-commercial, free of charge and royalty-free, authorizing the licensee:

- a) to do the acts reserved to the intellectual property rights owner according to the applicable national law, or the acts mentioned in Canadian law if there is no national law or if such law is silent regarding acts reserved to the owner in Canadian law; and
- b) to grant a sublicense to any person, authorizing the sublicensee to do all or part of the acts mentioned in paragraph (a), pursuant to all or part of the terms and conditions of the licence granted pursuant to section 31.2.1.

31.2.2 Licence to Her Majesty For subject-matters created under the Agreement, the Organization grants to Her Majesty a worldwide, perpetual, non-exclusive, non-transferable, non-commercial, free of charge and royalty-free licence, authorizing Her Majesty to do the acts stipulated in paragraphs 31.2.1(a) and (b). The licence granted to Her Majesty for each subject-matter designated pursuant to section 31.4.2 shall come into force and effect upon signature of the Agreement.



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### 31.3 Subject-matters created outside the Agreement

- 31.3.1 Components or complements For each subject-matter created outside the Agreement that is used as a component or complement of any subject-matter created under the Agreement, the Organization undertakes to grant to each person designated by CIDA pursuant to section 31.4.2 a licence upon the same terms and conditions as those stipulated in section 31.2.1, and grants to Her Majesty a licence upon the same terms and conditions as those stipulated in section 31.2.2. The licence granted to Her Majesty for each subject-matter that is used as a component or complement shall come into force and effect no later than the date of the last payment of the Contribution under the Agreement.
- 31.3.2 Independent use For each subject-matter created outside the Agreement that will be used independently of any subject-matter created under the Agreement, the Organization undertakes to grant to each person designated by CIDA, and to Her Majesty upon CIDA's written request, a licence whose terms and conditions shall be agreed upon by the Organization and CIDA.

### 31.4 General obligations

- 31.4.1 Description of subject-matters created under the Agreement Except for subject-matters related to the definition or management of the Project, the Organization shall describe to CIDA, in a duly identified list, as soon as possible after the creation of the subject-matter and no later than in the final narrative report, each subject-matter created under the Agreement.
- 31.4.2 CIDA's designations CIDA shall designate in writing to the Organization, within ninety (90) days from the receipt of the description mentioned in section 31.4.1, each person to whom the licence stipulated in section 31.2.1 is to be granted, and for which subject-matters, and the subject-matters for which the licence stipulated in section 31.2.2 is granted to Her Majesty. If no designation is made by CIDA, CIDA shall be deemed to have approved the persons that the Organization has designated in writing to CIDA, and to have designated to the Organization all subject-matters created under the Agreement. The Organization shall grant the licence, in writing, within sixty (60) days from the date CIDA has designated this person.
- 31.4.3 Adjustments, modifications, adaptations The Organization may require each person designated by CIDA, and request Her Majesty, to assign to the owner designated by the Organization all intellectual property rights in adjustments, modifications and adaptations made to subject-matters pursuant to the licences or sublicences granted pursuant to sections 31.2 and 31.3. Such assignments shall not prevent persons designated by CIDA, Her Majesty or their sublicensees from doing the acts authorized under licences or sublicences for the subject-matters as adjusted, modified or adapted. CIDA may ignore requests that have not been made in writing before the expiry of the Agreement.
- 31.4.4 Moral rights, ownership and public recognition The Organization shall ensure that:
- a) authors of works created under the Agreement waive their moral rights or undertake not to hinder, by reason of their moral rights, the exercise of the rights licensed under the Agreement;
  - b) the original and copies of each intellectual property rights subject-matter bear the symbol used to indicate the owner's ownership, the owner's name and any other usual information; and
  - c) the original and copies of each subject-matter created under the Agreement indicate CIDA's contribution to its creation, as required by section 7.



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- 31.4.5 Handling of information The Organization shall ensure that the information conveyed by intellectual property rights subject-matters has been produced or gathered in accordance with generally accepted practices and in compliance with the law. In particular, the said information shall not be defamatory or obscene.
- 31.4.6 Copies to the person designated by CIDA The Organization undertakes to transfer to each person designated by CIDA pursuant to section 31.4.2 ownership of copies of intellectual property rights subject-matters mentioned in sections 31.2 and 31.3 and to deliver the copies, in accordance with the description, in the number and to the location agreed upon by the Organization and this person, free of charge.
- 31.4.7 Copies to CIDA The Organization shall transfer ownership to CIDA and shall deliver, prior to the final payment of the Contribution, to the address indicated for notification and communication, an electronic copy and a hard copy, or a copy on any other medium suited to the nature of the subject-matter, of each subject-matter created under the Agreement, and of each subject-matter serving as a component or complement thereof. CIDA reserves the right to require transfer of ownership and delivery of other copies of each of these subject-matters. The Organization shall transfer ownership of the copies designated by CIDA before the date of the last payment of the Contribution and deliver them to CIDA, free of charge.
- 31.4.8 Market value The Organization declares and guarantees that the total of the market value of the licences granted to Her Majesty pursuant to sections 31.2 and 31.3, and of the market value of the copies mentioned in section 31.4.7, does not exceed twenty-five thousand Canadian dollars (CAD\$25,000) on the date of the final payment of the Contribution under the Agreement.
- 31.4.9 Subcontractors The Organization shall ensure that Subcontractors comply with section 31, including by authorizing the Organization in writing to grant the licences that the Organization has undertaken to grant to each person designated by CIDA and has granted to Her Majesty under the Agreement, if these Subcontractors are the intellectual property rights owners.
- 31.4.10 Third-party assignment of rights The Organization shall ensure that the owner to whom rights are assigned before or after the expiry or termination of the Agreement undertakes, in writing, to comply with section 31 and to ensure that this obligation is transferred, in writing, from one owner to another.

## 32 Environment (05/10/04)

### 32.1 Sustainable Development

The Organization shall plan and implement the Project in a manner that promotes sustainable development and ensures the protection of the environment to the greatest extent possible.

### 32.2 Environmental Assessment

- 32.2.1 Under the *Canadian Environmental Assessment Act* ("CEAA"), CIDA is required to ensure that an environmental assessment of certain 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, the Organization shall, in accordance with Part A of the Specific Terms and Conditions, prepare an Environmental Assessment and Screening Report and forward it to CIDA.



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32.2.2 CIDA reserves the right to take any action necessary to ensure compliance with the requirements of the CEEA or to ensure environmental protection more generally, including but without being limited to, the termination of the Agreement or the imposition of any mitigation or follow-up measures necessary to reduce, eliminate or control any adverse environmental effects of the Project. Without restricting the generality of the foregoing, this right shall apply in situations where the environmental assessment screening report is deemed by CIDA to be inadequate to ensure compliance with the requirements of the CEEA.

### 33 Repayment and Recovery of the Contribution (05/10/04)

33.1 The Organization shall repay:

- a) any unused balance upon completion of the Agreement;
- b) the sum of all disallowed costs, such as expenses incurred for unauthorized purposes.

33.2 The Organization shall repay all amounts claimed pursuant to section 33.1 above, within the time specified in the notice requesting such repayments. The amounts that the Organization shall repay pursuant to section 33.1 constitute debts to Her Majesty.

33.3 The Organization shall issue repayment cheques to the Receiver General for Canada and forward them to CIDA. Interest will be charged on all overdue repayments in accordance with the *Interest and Administrative Charges Regulations*. These regulations are available on the Internet at the following address ([www.tbs-sct.gc.ca](http://www.tbs-sct.gc.ca)).

### 34 Right of Set-Off (05/10/04)

34.1 The Organization shall submit a written declaration to CIDA on any overdue amounts owing to Her Majesty prior to the signature of the 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 Financial Report before the final payment is released by CIDA.

34.2 Her Majesty reserves the right to set off against any amount payable to the Organization and any amount which the Organization owes to Her Majesty. Section 34 does not restrict any right of set-off given by law or by any provision of the Agreement or of any other agreements between Her Majesty and the Organization.

