Contribution Agreement

THE PARTIES

BETWEEN: Her Majesty the Queen in Right of Canada, herein represented by the Minister of Foreign Affairs (hereinafter referred to as Department of Foreign Affairs, Trade and Development (DFATD)) and:

The Palestinian Initiative for the Promotion of Global Dialogue and Democracy - MIFTAH
Address: Al-Massayes St., Ramawi Bldg. 3rd Floor, Ramallah
Phone: +970-2298-9490/1
Fax: +970-2298-9492
Website: www.miftah.org

(Hereinafter referred to as the Recipient and jointly as the Parties) agree as follows:

1. THE PROJECT- PURPOSE AND EXPECTED RESULTS

1.01 Project Number: CFI-2014-2015-Ramallah project #2

1.02 DFATD wishes to make a contribution (hereinafter the Contribution) to the Recipient toward the implementation of the Project entitled Enhancing Women’s Leadership Roles within Local Government Units in Qalqilia and Tubas Districts (hereinafter referred to as “the Project”).

1.03 The Recipient will use the Contribution provided herein to achieve the following purpose and expected results which is further described in Annex A:

Six-days training for 24 female and male local council members in eight Local Government Units (LGUs) in the two districts of Qalqilia and Tubas in the West Bank.

2. THE CONTRIBUTION

2.01 Subject to the terms and conditions of this Contribution Agreement, DFATD will make a contribution (the Contribution) to the Recipient with respect to the Project, a sum up to but not to exceed, CAD $ 27,000 Only (Twenty-seven Thousand Canadian Dollars)

2.02 The Contribution shall be used by the Recipient to implement the Project in accordance with the provisions of this Contribution Agreement, with the terms specified in Annex A: “Project Approval Document” and Annex B: “Terms of Payment” which form an integral part of this Contribution Agreement.

2.03 Where the Recipient has submitted a Project Proposal, the activities to be performed
Declaration, or failure to declare, by the Recipient of other sources of funding (from the Canadian government or any other donors), may result in DFATD taking action under Paragraph 7 of this Contribution Agreement.

5.03 The Recipient declares and guarantees that the funding for the purposes of the Project will not knowingly be used to benefit terrorist groups as defined in the Canadian Criminal Code or individual members of those groups, or for terrorist activities, either directly or indirectly. The Canadian government list of terrorist entities can be found at the following web addresses: http://www.publicsafety.gc.ca/cnt/ntnl-scrt/cnt-trrsrm/lstd-ntts/crrnt-lstd-ntts-eng.aspx; The Recipient is responsible to consult the list in order to keep itself current of the listed terrorist groups during the period of the Contribution Agreement. The Recipient shall include a corresponding provision in any Sub-Contract or Sub-Agreement that the Recipient enters into for the purposes of the Project. The Recipient hereby acknowledges that DFATD may, from time to time, inform in writing the Recipient that it has identified potential sub-grantees and/or subcontractors that may be individuals or entities associated directly or indirectly with terrorism. In such instance, DFATD and the Recipient will consult to determine the appropriate course of action, which may include termination of this Contribution Agreement.

5.04 Reports on the Project will be prepared and presented to DFATD in accordance with Annex A hereto. These reports are to be signed by the chief executive officer of the Recipient or his or her representative.

5.05 The Recipient will return to the Receiver General for Canada via DFATD by March 13, 2015 funds which at the expiration or early termination of the Project or Contribution Agreement are not disbursed, not accounted for, disallowed or not spent in accordance with the terms and conditions of this Contribution Agreement. This obligation along with any accounting, reporting and audit and evaluation obligations under this Contribution Agreement shall survive any expiration or early termination of this Contribution Agreement.

5.06 The Contribution is based upon the total the cost of the project being $27,000 Only (Twenty-seven Thousand Canadian Dollars)- refer to Annex A. If it is subsequently determined by DFATD that the total of the Project costs are of a lesser value than the original figure pursuant to Annex A, then the Recipient shall be required to refund to the Receiver General of Canada via DFATD a prorated amount in relation to the DFATD portion of the Project costs against the total eligible expenses.

6. PUBLICATION & PUBLIC RECOGNITION

6.01 The Recipient shall identify to DFATD any planned media releases announcing DFATD’s support. Where appropriate: in consultation with DFATD, the Recipient shall acknowledge the Contribution in any reference made to it with respect to the Project in publications, speeches, press releases or other similar communications.
6.02 Except where DFATD withdraws this requirement, the Recipient agrees to publicize, at no additional cost to DFATD, Canada’s contribution towards the implementation of the Project in the following manner:

(a) by clearly and prominently identifying the Contribution to the public, using promotional materials provided by DFATD (logos, emblems, stickers, etc.);
(b) by acknowledging the Contribution in any public reference to the Project such as but not limited to announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials and advertising.

6.03 The Recipient consents to the publication by DFATD, of the Recipient’s name, address, purpose, achieved and/or anticipated results for the Project, the amount of the Contribution, and the effective date of this Contribution Agreement.

7. TERMINATION, REDUCTION OR SUSPENSION

7.01 The Recipient may terminate this Contribution Agreement at any time prior to receiving any part of the Contribution by giving written notice of termination to DFATD, in which case the Parties shall be relieved of all obligations under the Contribution Agreement and, in particular and without affecting the generality, DFATD shall have no obligation to pay to the Recipient the Contribution or any part thereof.

7.02 Where the Recipient has received payment of part of the Contribution, it may give notice in writing to DFATD that it does not wish to receive further payment of the Contribution, in which case the Contribution Agreement shall remain in effect with regard to the accounting, reporting, and audit and evaluation requirements for the portion of Contribution already received.

7.03 DFATD may, by giving notice to the Recipient, suspend or terminate the Contribution Agreement. DFATD may also, by giving notice to the Recipient, reduce or suspend any payments under this Contribution Agreement. All aspects of the Project that are completed by the Recipient to the satisfaction of DFATD before the giving of such notice shall be paid for by DFATD in accordance with the provisions herein.

7.04 Where DFATD suspends or terminates the Contribution Agreement, the Recipient may, in addition to the amount to be paid under paragraph 7.03 of this Contribution Agreement, be reimbursed for the Recipient’s financial obligations related to the cancellation of obligations incurred by the Recipient pursuant to such notice and obligations incurred by or to which the Recipient is subject to with respect to the Project.

7.05 Payment and reimbursement under these provisions shall be made only to the extent that it is established to the satisfaction of DFATD that the financial obligations were actually incurred by the Recipient and that they are fair, reasonable and properly attributable to the termination of the Contribution Agreement or reduction or suspension of payments under the Contribution Agreement.
7.06 If at the date of suspension or termination of the Contribution Agreement or reduction or suspension of payments under the Contribution Agreement, the Recipient has been paid an amount that, in the opinion of DFATD, exceeds the value of the activities carried out by the Recipient, the Recipient shall forthwith, upon demand by DFATD, refund the excess to the Receiver General for Canada via DFATD.

7.07 The Recipient shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by DFATD under these provisions except as expressly provided herein.

8. COMPLIANCE

8.01 DFATD may terminate the Contribution Agreement or reduce or suspend any payments under the Contribution Agreement if the Recipient fails to use the Contribution exclusively for the Project or in accordance with the provisions of the Contribution Agreement. In such a case, DFATD is not liable for any payment to the Recipient arising from costs to the Recipient related to such termination.

9. BUDGET REVIEW

9.01 If the Government of Canada directs DFATD to proceed with a re-examination of its budget for the purpose of affecting reductions for specific financial years this Contribution Agreement will be amended accordingly.

10. LIABILITY

10.01 Where the Recipient has entered into a loan, a capital lease or other long term obligation in relation to this Contribution Agreement, Her Majesty and DFATD do not accept any liability for any debt in relation to that obligation and will not be liable for any injury (including death) or for any loss or damage, in relation to the use of anything arising out of that obligation.

10.02 Without restricting the terms and conditions of this Contribution Agreement, it is hereby understood and agreed that, except to the extent caused by or due to the negligence of Her Majesty the Queen in right of Canada or Her officers, agents, servants and employees, the Crown and DFATD (including its employees, servants and agents) shall not be liable for any losses, claims, damages, or expenses relating to any injury, disease, illness, disability or death of the Recipient’s employees, agents or subcontractors and their employees caused or alleged to be caused as a result of performing the Project or any other activity under this Contribution Agreement. Without restricting the foregoing, any “approval” rendered by DFATD, under or pursuant to this Contribution Agreement shall not increase or affect the Crown’s liability, except as may be specifically set out in this Clause.
11. INDEMNIFICATION

11.01 The Recipient’s liability to indemnify or reimburse Her Majesty and DFATD under this Contribution Agreement shall not affect or prejudice Her Majesty or DFATD from exercising any other rights under law.

12. REPRESENTATIVES/NOTICE

12.01 For purposes of the Contribution Agreement and any notices hereto, DFATD hereby designates the Head of the Political Section at the Representative Office of Canada in Ramallah as its authorized representative. Any notice or communication to DFATD shall be addressed to:

Sidney Fisher  
Head of the Political Section  
Representative Office of Canada to the Palestinian Authority  
12 Elias Odeh St.  
Ramallah, West Bank  
PO Box 2286  
Phone: +972 2 2978433  
Sidney.Fisher@international.gc.ca

12.02 For purposes of this Agreement and any notices hereto, the Recipient hereby designates (Chief Executive Officer of MIFTAH) as its authorized representative. Any notice or communication to the Recipient shall be addressed to:

Dr. Lily Feidy  
Chief Executive Officer – MIFTAH  
Al-Masryef St. Rimawi Building, 3rd Floor  
Ramallah, West Bank  
Phone: +970 2 2989490  
Fax: +970 2 2989492  
www.miftah.org

12.03 Where in this Contribution Agreement, any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram, or by telex/faxsimile or e-mail addressed to the party for whom it is intended at the address mentioned in the Contribution Agreement and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; and, by telex/faxsimile or e-mail when transmitted. The address of either party may be changed by notice in the manner set out in this provision.
25. ENTIRE AGREEMENT

This Contribution Agreement together with Annex A: “Project Approval Document” and Annex B: “Terms of Payment” constitute the entire understanding between the Parties with respect to the Project and supersede all previous negotiations and communications and other agreements relating to it, unless they are expressly incorporated by reference.

IN WITNESS WHEREOF, the Parties have, through their duly-authorized representatives, executed this Contribution Agreement as of the day and year shown below.

FOR THE RECIPIENT

SIGNED AT ____________________ ON ____________________ Day  Month  Year

Dr. Lily Feidy
Chief Executive Officer - MIFTAH

FOR HER MAJESTY

SIGNED AT Ramallah ON 13 Jan 2015 Day  Month  Year

Katherine Verrier-Fréchette
Representative of Canada to the Palestinian Authority