

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., Rimawi 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: CFLI-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 Toubas 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-scrtr/cntr-trrrsm/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 sub-contractors 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 by 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-Massyef 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/facsimile 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/facsimile 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.

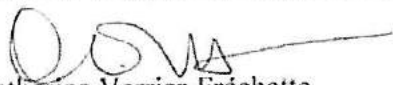
FOR THE RECIPIENT

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