

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:

Help and Shelter
Homestretch Avenue, Georgetown, Guyana
Contact: Margaret Kertzious
Director/Coordinator
Phone: 227 8353 / 670 9567
Fax: 227 8353
E-mail : hands@networksgy.com

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

1. THE PROJECT- PURPOSE AND EXPECTED RESULTS

- 1.01 CFLI-2014-GRGTN-Project #0001 - Help and Shelter/Rainbow House Sexual Violence Awareness
- 1.02 **DFATD** wishes to make a contribution (hereinafter referred to as the Contribution) to the **Recipient** toward the implementation of the Project entitled Help & Shelter/Rainbow House Sexual Violence Awareness (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:

Four- month campaign of raising awareness for the prevention of sexual violence, protection and prosecution including members of the Lesbian, Gay, Bisexual and Transgender (LGBT) community in regions 2,3,4,5 and 6 of Guyana through the development, production and dissemination of Information, Education & Communication materials.

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, Twenty-two thousand, four hundred and ninety nine Canadian dollars (CAD \$22,499.00).
- 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 by the **Recipient** described in that proposal shall, to the extent they are not inconsistent with the description of activities as

contained in Sub-paragraph 1.03 and Annex A, be incorporated by reference into this Contribution Agreement.

- 2.04 The Contribution shall be paid on the basis of claims submitted in writing including the details of the eligible expenses claimed in accordance with Annex B and that are reasonable and properly incurred in carrying out the Project-related activities in Annex A.
- 2.05 It is agreed that **DFATD** will not be responsible for any debt or deficit incurred by the **Recipient** or any other person associated with the Project.
- 2.06 The **Recipient** shall between the effective date of this Contribution Agreement and the *February 28, 2015* perform and complete with care, skill, diligence and efficiency the activities that are described in the Contribution Agreement and attachments hereto.
- 2.07 **DFATD** retains the right to audit the expenses of the **Recipient**.
- 2.08 **DFATD** reserves the right to conduct an inspection/evaluation of the Project and to hire an external monitor and/or evaluator.
- 2.09 This Contribution Agreement is not for the consideration of a supply or service to Her Majesty of Canada or **DFATD**, and as such, the Canadian Goods and Services Tax does not apply to any payment made under this Contribution Agreement.
- 2.10 The **Recipient** shall notify **DFATD** immediately if, during the course of the Project, circumstances arise that would make the completion of the Project unfeasible or delayed.
- 2.11 Subject to the terms and conditions of this Contribution Agreement, **DFATD** shall not contribute to eligible expenses incurred prior to the effective date or after the expiration date of this Contribution Agreement.

3. FUNDING

- 3.01 Any payment to be made to the **Recipient** 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 **DFATD's** appropriation is changed by Parliament or if the funds are not available for any other reason, this Contribution may be reduced, by notice sent to the **Recipient**, or the Contribution Agreement may be terminated.

4. RECORDS

- 4.01 The **Recipient** shall maintain separate financial records and, if possible, separate bank accounts of the cost of the Project and of all expenditures or commitments, including the invoices, receipts and vouchers, for the purpose of producing financial reports required by **DFATD**. These 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 **Recipient** shall retain the original supporting documentation for each expense. All expenses incurred by the **Recipient** for the purpose of the Project, including those of its subcontractors, will be subject to audit by **DFATD** or its representatives. Such expenses shall at reasonable times be open to audit and inspection by **DFATD** or its authorized representatives, who may make copies and take extracts there from.

- 4.02 The **Recipient** shall not dispose of the documents and records referred to herein without the prior written consent of **DFATD** but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in this Contribution Agreement or, in the absence of such specification, for five (5) years following completion of the Project.
- 4.03 The **Recipient** shall provide **DFATD** or its authorized representatives with access to the **Recipient's** documents, including financial records, used during the course of project delivery and premises necessary for the purpose of conducting an audit or monitoring compliance with this Contribution Agreement.
- 4.04 The **Recipient's** expenses associated with an audit conducted pursuant to paragraph 4.03 above shall not be recoverable from **DFATD**.
- 4.05 Any documents that the **Recipient** exchanges with **DFATD** and which it considers to be confidential in nature will be marked clearly and appropriately. **DFATD** will not disclose, without the consent of the **Recipient**, any confidential information it received pursuant to this Contribution Agreement. Any other information will be disclosed by **DFATD** only in accordance with Canada's legislation including the *Access to Information and Privacy Acts*.

5. REPORTS, SOURCES OF FUNDING AND DECLARATIONS

- 5.01 The **Recipient** agrees to declare in writing, before signing this Contribution Agreement, whether it owes any money to the Government of Canada under legislation or otherwise and the **Recipient** accepts that any money to be paid to the **Recipient** pursuant to this Contribution Agreement may be withheld from payment and applied against any money owing by the **Recipient** to the Government of Canada.
- 5.02 The **Recipient** agrees to declare any and all sources of funding for this Project, or proposed sources of funding, in addition to the funds received under this Contribution Agreement, prior to the signing of this Contribution Agreement, as well as upon completion of the Project and before the final payment by **DFATD** is made. 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-sert/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 CAD \$22,499.00 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.

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:
- High Commissioner of Canada,
High Commission of Canada
High & Young Streets
Kingston, Georgetown, Guyana
Email: nicole.giles@international.gc.ca

as its authorized representative. Any notice or communication to **DFATD** shall be addressed to:

Dr. Nicole Giles
High Commissioner of Canada,
High Commission of Canada
High & Young Streets
Kingston, Georgetown, Guyana
Email: nicole.giles@international.gc.ca

- 12.02 For purposes of this Agreement and any notices hereto, the **Recipient** hereby designates the Director/Coordinator as its authorized representative. Any notice or communication to the **Recipient** shall be addressed to:

Margaret Kertzious
Director/Coordinator
Help and Shelter
Homestretch Avenue, Georgetown, Guyana
E-mail: hands@networksgy.com

- 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.

13. GENDER EQUITY

- 13.01 The **Recipient** shall in its reports to **DFATD** indicate, when applicable, the manner in which women and girls will benefit from and participate in its development activities. The **Recipient** is required by **DFATD** to reflect this concern in its planning and program implementation.

14. AMENDMENT

- 14.01 **DFATD** and the **Recipient** may amend this Contribution Agreement, at any time, provided that such amendment is in writing and signed and dated by both **Parties**. The amendment will form an integral part of this Contribution Agreement.

15. LAW AND DISPUTE RESOLUTION

- 15.01 This Contribution Agreement shall be governed by and construed in accordance with the laws in force in the Province of Ontario, Canada.
- 15.02 The **Recipient** and **DFATD** agree that with regard to any dispute that may arise under this Contribution Agreement, they shall use all good faith efforts to resolve amicably such dispute or disputes. Failing such resolution, the **Parties** shall consider negotiation or mediation prior to reliance on any other binding procedure including recourse to the judicial system.

16. NO EMPLOYEE OR AGENCY RELATIONSHIP

- 16.01 Neither the **Recipient**, nor anyone else who is engaged with the Project, are or are to be considered as employees of Her Majesty or **DFATD**. No principal-agent, employer-employee, partnership or joint venture relationship is created by virtue of the funding agreement. The **Recipient** agrees not to represent itself, and shall ensure its employees and servants do not represent themselves, including in any agreement with a third party, as a partner or agent of Her Majesty or **DFATD**.

17. CONFLICT OF INTEREST

- 17.01 No current or former public office holder, member of the House of Commons or public servant of the Government of Canada who is not in compliance with the Canadian Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Values and Ethics Code for the Public Service and the Values and Ethics Code for the Public Sector will derive a direct benefit from this Contribution Agreement.
- 17.02 Should an interest be acquired during the life of this Contribution Agreement that would cause a conflict of interest or seem to cause a departure from principles adopted in the legislation and Code referenced above, the **Recipient** shall declare it immediately to **DFATD**.

18. LOBBYING

- 18.01 Any person lobbying at the request of the **Recipient** pursuant to this Contribution Agreement shall register with the appropriate governmental authority in accordance with the requirements under the *Lobbying Act* of Canada.

19. ENDORSEMENT

- 19.01 Support under this Contribution Agreement does not imply **DFATD**'s endorsement of the **Recipient**, its products or services. The **Recipient** shall not indicate or imply such endorsement.

20. REFUNDS AND INTEREST ON, OVERPAYMENTS, DISALLOWED EXPENSES, UNEXPENDED AND UNACCOUNTED BALANCES

- 20.01 The **Recipient** shall refund to the Receiver General for Canada via **DFATD** any overpayment, payment made for expenses which are not eligible under this Contribution Agreement, unexpended or unaccounted balances, not later than *March 13, 2015*. The **Recipient** acknowledges that such are debts due to Her Majesty and that any refund or debt owing under this provision shall include interest in accordance with Treasury Board of Canada policies and Canadian legislation. Interest on outstanding balances will be calculated and compounded monthly at the average bank rate plus 3% in accordance with the *Interest and Administrative Charges Regulations* and it is payable on that amount and accrued during the period beginning on the due date and ending on the day before the day on which payment is received by the Department.
- 20.02 If a separate bank account is established for the Contribution, any interest earned on payments under this Contribution Agreement deposited in an interest-bearing bank account of a commercial banking establishment must be reported to **DFATD** in the financial reports and spent on eligible expenses in accordance with the provisions of this Contribution Agreement and for the purposes of implementing the project described herein.

21. PURCHASES OF GOODS (EQUIPMENT & MATERIAL) AND SERVICES

- 21.01 The **Recipient**, in purchasing goods or services for the performance of the Project, shall do so in a way that is transparent and consistent with value for money principles.
- 21.02 For the duration of the Project, ownership and proper care and custody of goods (equipment and materials) purchased with the Contribution shall vest in the **Recipient**, unless otherwise specified in the Project description. The **Recipient** shall ensure that any further disposition of goods (equipment and materials) does not contravene any law and accepts that **DFATD** may impose limitations on any further disposition.
- 21.03 Notwithstanding anything in this Contribution Agreement, the obligations under this section "Purchases of Goods (Equipment and Material) and Services" survive the termination or expiry of this Contribution Agreement.

22. THIRD PARTY RECIPIENT

- 22.01 Where the **Recipient** has indicated in the Project Proposal that the funds provided under this Contribution Agreement will be further distributed to other third parties, the **Recipient** shall have in place a framework that contains the following:
- (a) a description of the **Recipient's** accountability and management framework in respect of the third party recipients;
 - (b) a clear, transparent and open decision making process in respect of third party recipient selection;
 - (c) a clear provision for audit of financial and program performance which extend to the third party recipient;
 - (d) assurance that the public purpose of the Project and the need to provide transparent, fair and equitable service are not lost by delivery to a third party recipient.
- 22.02 The **Recipient** is to ensure that the following provisions are included in sub-contractual agreements with other third party recipients receiving funds provided by this Contribution Agreement:
- (a) clear and agreed expectations between the parties, including oversight, reviews and audits to be conducted by the **Recipient** and the right of the **Recipient** to provide copies of any review, evaluation or audit reports to **DFATD**;
 - (b) clear roles and responsibilities between the **Recipient** and other third party recipients, including financial roles and responsibilities;
 - (c) **DFATD's** right to access the documents and premises of persons or entities that received distributed payments, for the purpose of monitoring compliance with this Contribution Agreement;
 - (d) obligations with regards to public acknowledgement of **DFATD's** role in funding the Project;
 - (e) a description of the redress provisions for third party recipients affected by decisions of the **Recipient**.
- 22.03 Where the **Recipient** further distributes funds provided by this Contribution Agreement, **DFATD** reserves the right to:
- (a) review the **Recipient's** operating plans including annual performance expectations and a description of the process to select and approve projects proposed by a third party recipient;
 - (b) ensure performance is in line with expectations and that the **Recipient** exercises due diligence in selecting and managing projects by a third party recipient;

- (c) review program evaluations and audits;
- (d) obtain from the **Recipient**, or have ready access to, a copy of all signed agreements with other third party recipients;
- (e) specify admissible administrative costs that can be applied to the contribution by the **Recipient** based on an accounting of expenses.

23. ENVIRONMENT

- 23.01 Through the *Canadian Environmental Assessment Act* (CEAA) and the *Projects Outside Canada Environmental Assessment Regulations* (POC Regulations), **DFATD** is committed to supporting sustainable development by assessing the environmental effects of its decisions, operations, projects and activities prior to a decision that commits it to a course of action such as authorizing the release of funds.
- 23.02 The **Recipient** will accordingly provide in a timely manner to **DFATD** any information necessary to enable **DFATD** to make a determination about the environmental effects of the Project and whether or not the Project may proceed with any mitigation measures. The **Recipient** undertakes to provide **DFATD** with any additional information requested by **DFATD** to enable it to meet the requirements of the CEAA and POC Regulations.
- 23.03 Where it has been determined by **DFATD** that an environmental assessment (EA) is required pursuant to the CEAA and the POC Regulations, **DFATD** will communicate the details of the process to follow to the **Recipient**.
- 23.04 If an EA of the Project must be conducted, the **Recipient** agrees that the Project will not be undertaken or will be suspended and no funds or additional funds will become or will be payable by **DFATD** to the **Recipient** unless and until:
- (a) an EA of the Project has been conducted in accordance with the CEAA and POC Regulations ; and
 - (b) where, taking into account the implementation of any mitigation measures that **DFATD** considers appropriate, the Project is not likely to cause significant adverse environmental effects or is likely to cause significant adverse environmental effects that can be justified in the circumstances and in accordance with the CEAA.
- 23.05 The **Recipient** shall not implement or carry out the Project until the EA report, where required, has been submitted to **DFATD** and **DFATD** has provided its authorization in writing.
- 23.06 The **Recipient** will comply with all conditions arising out of an EA conducted as a result of the Project, including the implementation of mitigation measures and any follow up program. Failure to comply with the conditions, the implementation of any mitigation measures and any follow up program may be a cause for suspension, reduction or termination of funding by **DFATD** in accordance with Paragraph 7.
- 23.07 **DFATD** may also elect, after the review of the EA, not to proceed with the funding of the Project.
- 23.08 Should an important aspect of the Project change (e.g. a change in the site or construction plans) subsequent to the signature of this Contribution Agreement, the **Recipient** shall contact **DFATD** immediately to verify the applicability of CEAA and POC Regulations and any further requirements that may be associated with the changes.

- 23.09 For projects where the essential details are unknown at the time of signing this Contribution Agreement, the **Recipient** shall provide, in a timely manner, to **DFATD** any information necessary to ensure that the assessment of the environmental effects of the project will be carried out as early as practicable in the planning stages of the Project and before irrevocable decisions are made.

24. OTHER CONDITIONS

- 24.01 Unless otherwise specifically provided, nothing in this Contribution Agreement shall imply the assumption of any responsibility by **DFATD** or its Representative for any aspect of the organization, management, or financing of the Project. Notwithstanding anything in this Contribution Agreement, **DFATD** does not; by financial or other assistance to the **Recipient** accept any responsibility for errors, negligence, mismanagement or debts incurred by the **Recipient** or any other person, group, or agent associated with it.
- 24.02 This Contribution Agreement shall inure to the benefit of and be binding upon the **Parties** hereto and their lawful heirs, executors, administrators, successors and assigns.
- 24.03 No member of Canada's Parliament (House of Commons or Senate) shall be involved with or benefit from any share or part of this Contribution Agreement that is not otherwise available to the general public.
- 24.04 This Contribution Agreement, or any of the obligations arising hereunder, shall not be assigned without the prior written consent of **DFATD**. No assignment of this Contribution Agreement, or any of the obligations arising hereunder, shall relieve the **Recipient** from any obligation under this Contribution Agreement or impose any liability on Her Majesty or **DFATD**.
- 24.05 The effective date of this Contribution Agreement is the date of the last signature.
- 24.06 The expiration date of this Contribution Agreement is *April 30, 2015*.

25. ENTIRE AGREEMENT

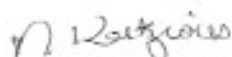
This Contribution Agreement together with Annex A: "Project Approval Document" and Annex B: "Terms of Payment" constitute the entire understanding between the **Parties** with respect to the Project and supersede all previous negotiations and communications and other agreements relating to it, unless 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 Georgetown Guyana ON 21 11 2014
Day Month Year

Name Margaret Kertzious



Director/Coordinator – Help and Shelter
Title or Capacity as Signing Officer

FOR HER MAJESTY

SIGNED AT Georgetown, Guyana ON 21 11 2014
Day Month Year

Name Dr. Nicole Giles 

Head of Mission- High Commissioner of Canada to Guyana
Title or Capacity as Signing Officer

ANNEX A

PROJECT APPROVAL DOCUMENT

CFLI PROJECT APPROVAL DOCUMENT (PAD) & CONTRIBUTION AGREEMENT ANNEX A**Part I – Project Information**

1. Project Number: CFLI-2014-GRGTN-Project# 0001
2. Country: GUYANA
3. Project Title: Help & Shelter/Rainbow House Sexual Violence Awareness
4. Recipient Organization and Contact Person:
Help & Shelter
Margaret Kertzious
Director/Coordinator
Homestretch Avenue, Georgetown, Guyana
Phone: 227 8353 / 670 9567
Fax: 227 8353
E-mail : hands@networksgv.com
5. Intermediary Organization (if any) and Contact Person: N/A
6. Project Location: Georgetown Region 4 (Capital), for work to be done in Regions 2, 3, 5 & 6 of ten regions
7. Recipient Type:
☒ Non-governmental organization ☐ Local Government
☐ International Organization ☐ Other: _____
8. CFLI Thematic Priority:
☐ Human rights
☒ Sexual violence and early forced marriage
☐ Democratic transition and participation
☐ Rule of law
☐ Economic governance
☐ Response to a natural disaster or emergency (must consult IRH prior to approval).
9. Recipient/Target Group (women, children, farmers, refugees, etc.):
The project will benefit directly and indirectly an estimated 26,850 persons (40 % women, 12% men and 48 % children) also a further 104 persons (78% women).

10. Gender Considerations and expected result

- ☐ No gender equality outcomes: The project will not achieve gender equality outcomes.
- ☐ Limited integration: The project will result in a change in skills, awareness, or knowledge that contributes to gender equality
- ☐ Integrated project: The project will result in observable changes in behaviour, practice or performance that contribute to gender equality
- ✓ Gender equality-specific initiative: Gender equality is the principal objective and result of the project

11. Comments:

12. By using both male and female facilitators, visual images, gender sensitive language and concepts, the views, concerns and differences of women and men, boys and girls will be explored and addressed in an atmosphere of trust, tolerance and non-violence using knowledge based truths and objective facts as guiding principles

13. Brief description of project, including:

a) Specific project purpose

The purpose of the project is raising awareness for the prevention of sexual violence; through development, production and dissemination of IEC materials on sexual violence and capacity development training for service providers and other stakeholders including members of the LGBT community in 4 regions on sexual violence prevention, protection and prosecution.

b) Planned activities and expected outcomes.

- i. A user friendly handbook on the sexual offences Act 2010 will be developed which explains in simple language the main provisions of the SOA, tips on prevention of sexual violence, sexual violence & the LGBT community and what to do if sexually assaulted.
- ii. A poster on sexual violence depicting the major types of sexual violence offences and tips on what to do if sexually assaulted.
- iii. Airing of 3 one-hour live call in TV programmes on sexual violence prevention, SOA 2010 and rape culture on 3 TV stations
- iv. Airing of 2 one-hour live call in television programmes to create awareness and sensitize the general public on the prevention sexual violence in relation to the LGBT community
- v. Development of PowerPoint presentations on types of sexual violence, rape myths and culture, SOA 2010 provisions, prevention, prosecution, and protection for capacity development training and dissemination to service providers for further action and information
- vi. Organizing and facilitating of three (two-day regional training workshops in regions 2, 3, 5, 6 to raise awareness and build capacity of service providers, frontline workers, FBO's, NGOs and other stakeholders in the prevention, protection and prosecution of sexual violence
- vii. Organizing and facilitating of two one-day regional training workshops to raise awareness, identify, recruit and build capacity of outreach peer educators on prevention of sexual violence in regions 2,3,5,6 in relation to SOA 2010
- viii. M&E of IEC materials for educational value, relevance, appropriateness, acceptance, impact and evaluating of regional workshops for capacity development

Indicators:

- i. Increased awareness and knowledge of sexual violence and SOA 2010 generally in the population
- ii. Service providers better equipped to utilize the SOA 2010 for the prevention, protection and prosecution of sexual offences.
- iii. User friendly training materials available to a wide range of key stakeholders, such as students, teachers, police officers, social workers, health workers, counsellors, PTAs, NGOs, court officials, regional government officials, etc.
- iv. Dispel myths and sensitize the general public about the vulnerabilities of LGBTI persons to sexual violence and create awareness of the SOA 2010

14. Project Schedule: (Timeframe and key milestones)

Key Milestones	Date
Development, production and dissemination of handbook on Sexual Violence, SOA 2010 etc.	November 2014 – February, 2015
Development and dissemination of poster on types of sexual violence offences, tips on what to do if sexually assaulted	November 2014 – February, 2015
Airing of 5 call in programmes Help & Shelter - (3) Rainbow House – (2)	November 2014 – February, 2015
Development of PowerPoint presentations	November 2014 – November 2014
Organize and facilitate five (5) two day regional training workshops 3 @ 2 days (H & S) 2 @ 1 day (RH)	November 2014 – February, 2015
M&E of IEC materials, production and dissemination	November 2014 – February, 2015
Projected Project End Date:	February 28, 2015
End-of-Project Report and Return of Funds/Refunds	March 13, 2015

15. Monitoring and reporting:

Project monitoring/site visit(s) will not be cost prohibitive because of location of project.

Recipient will provide the Canada Fund Coordinator, for DFAIT, the following written reports, dated and signed by the authorized individual of the Recipient. **(format to be provided to recipient)**

16. DFATD will require the following written reports from **Help & Shelter**, dated and signed by the authorized representative of Help & Shelter.

- i. Progress report # 1 due by November 28, 2014 (or earlier)
- ii. Progress report # 2 due by January 15, 2015
- iii. Progress report # 3 due by February 24, 2015
- iv. End-of-Project Report and Financial Report are mandatory and due by March 13, 2015

Progress reports should include, but not be limited to, the following:

- a) objectives of the project to date, and progress towards the achievement of the objectives set for the period;
- b) significant variances from plans and predicted budget and expenditures, with appropriate references to the effect on achievement of the objectives of the project;
- c) necessary project modifications or impending problems and how they are to be addressed.

The Recipient End-of-Project Report and Financial Report **MUST** follow the templates provided by **DFATD**.

17. Proposed Project Budget & Eligible Expenses: IMS Exchange rate CAD\$1.00 = GUY\$187.00

BUDGET

Project Name	HELP & SHELTER/RAINBOW HOUSE SEXUAL VIOLENCE AWARENESS										CFU #	CFU Total Contribution CAD:		\$22,500
Recipient	HELP & SHELTER										Total Contribution Local Currency:			\$4,452,803
Activities	Item details	Direct Project Expenses				CFU Local Currency	From other sources (incl Recipient) Local Currency	CFU CAD	From other sources CAD	TOTAL AMOUNT CAD	95%			
		Quantity	Unit Measure	Cost per unit	Calculation									
Activity 1: Development, production and dissemination of handbook on Sexual Violence SCA 2010 etc	printing of IEC materials -	1	lump sum	\$8,702		\$8,702	\$0	\$8,702	\$0	\$8,702				
	development of IEC materials	1	lump sum	\$2,731		\$2,731	\$0	\$2,731	\$0	\$2,731				
	production fee & air time (RHS @\$19.4)	5	hours	\$207		\$1,035	\$0	\$1,035	\$0	\$1,035				
	projector screen	1	equipment	\$1,312		\$1,312	\$0	\$1,312	\$0	\$1,312				
Activity 4: Development of PowerPoint presentations	Reg 2 - 2 days w/s - H & S facilitator fee (3)	3	facilitators	\$107		\$321	\$0	\$321	\$0	\$321				
	facilitator travel	3	facilitators	\$32		\$96	\$0	\$96	\$0	\$96				
	lunch & snacks - participants	30	participants	\$32		\$960	\$0	\$960	\$0	\$960				
	rental of venue	2	days	\$107		\$214								
Activity 6: Organize and facilitate fee (5) two days regional training workshops. 3 @ 2 days (H & S), 2 @ 1 day (RH)	Reg 3 - 3 days w/s - H & S facilitator fee (3)	3	facilitators	\$107		\$321	\$0	\$321	\$0	\$321				
	RH facilitator fee (2)	2	facilitators	\$53		\$107	\$0	\$107	\$0	\$107				
	facilitator travel	3	facilitators	\$32		\$96	\$0	\$96	\$0	\$96				
	lunch & snacks - participants	30	participants	\$48		\$1,440	\$0	\$1,440	\$0	\$1,440				
Activity 8: M & E of IEC materials, production and dissemination	Reg 5 & 6 - 3 days w/s - H & S facilitator fee (3)	3	facilitators	\$107		\$321	\$0	\$321	\$0	\$321				
	RH facilitator fee (2)	2	facilitators	\$53		\$107	\$0	\$107	\$0	\$107				
	facilitator travel	3	facilitators	\$32		\$96	\$0	\$96	\$0	\$96				
	lunch & snacks - participants	30	participants	\$32		\$960	\$0	\$960	\$0	\$960				
TOTAL	project coordinator	4	mins	\$287		\$1,148	\$0	\$1,148	\$0	\$1,148				
	accounting officer	4	mins	\$134		\$536	\$0	\$536	\$0	\$536				
	community mobilisers	4	mins	\$80		\$320	\$0	\$320	\$0	\$320				
	stationery	1	lump sum	\$518		\$518	\$0	\$518	\$0	\$518				
TOTAL						\$23,812	\$0	\$23,812	\$0	\$23,812				

*Alcoholic Beverages are not considered an allowable expense under "Lunch"

ANNEX B TERMS OF PAYMENT

For implementing the Project as specified under this Agreement, as specifically set out under Annex A (Project Approval Document), the contribution will be paid by **DFATD** to the **Recipient** in accordance with the following:

1. ELIGIBLE EXPENSES

- 1.1 For implementation of the Project to **DFATD**'s satisfaction in accordance with the **Recipient**'s obligations under this Contribution Agreement, **DFATD** agrees to cover costs incurred by the **Recipient** for the types of expenses described in Annex A, section 16, "Proposed Project Budget & Eligible Expenses."
- 1.2 Variances in "Eligible Expenses" in excess of 20% must be justified and are subject to **DFATD** approval in writing pursuant to paragraphs 2.01 and 14.01. Any expenses not included in the "Eligible Project Expenses" with no written approval will also be deemed inadmissible.

2. METHOD OF PAYMENT

- 2.1 For undertaking and implementing the Project (as described in Annex A), **DFATD** shall provide payment to the **Recipient** in accordance with the following:
- 2.2 Subject to the **Recipient**'s financial requirement for advances, **DFATD** shall provide the **Recipient** with advance payments. Each advance payment shall be made on the following basis:
 - 1) A first payment of *CAD\$20,250.00*, representing 90% of the Contribution, will be provided following receipt by **DFATD** of a signed and dated copy of this Contribution Agreement.
 - 2) A final payment of *CAD\$2,249.00*, representing 10% of the Contribution, will be issued by **DFATD** once the following conditions are met:
 - a. Receipt, review and acceptance by **DFATD** of the End-of-Project Report, including the Financial Report.
 - b. Proof of expenses incurred (including receipts) representing the total amount of previous advance payments, and any other terms/conditions that must be met for the final payment to be issued.
- 2.3 Payment will be made by: Bank Transfer to the following account:

Account name: Help & Shelter
Account number: 4841854
Bank name: Republic Bank of Guyana
Bank Address: Water & Robb Streets, Georgetown
SWIFT: RBGLGYGG

- 2.4 Within fifteen (15) days of receipt of the statements required above, **DFATD** shall notify the **Recipient** in writing when:
- a) there are errors or omissions in the documentation;
 - b) the services rendered by the **Recipient** are not satisfactory or do not conform with the Contribution Agreement;
 - c) the amount requested by the **Recipient** appears to exceed the actual value of the services performed;
 - d) any combination of the situations described above.
- 2.5 Any fees or expenses, referred to above, incurred by the **Recipient** which are the subject of notification described in clause 2.4 shall be excluded for the purposes of payment until the said fees or expenses have been accepted by **DFATD**.