SAMPLE

Contribution Agreement - Corporate Template (International Development Assistance Program)

Instructions

The following is a sample of a contribution agreement with Global Affairs Canada.

- Organizations do not fill in the sample.
- The objective is to share the *sample* to ensure an understanding of the expectations set out under a contribution agreement.
- All clause options have been included; however the most appropriate selection will be made by the Department based on the specific project.
- The Department reserves the right to adapt, add or omit any or all clauses depending on the nature of the project and the outcome of the negotiation.
- A draft contribution will be shared by the Department once negotiations have sufficiently progressed.
- The organization will be given an opportunity to review the draft contribution agreement and provide comments, as necessary.



CONTRIBUTION AGREEMENT

[TITLE OF PROJECT]

[TITLE OF PROGRAM]

Implemented by:

[Legal Name of Organization]





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Project: Purchase Order:

ARTICLES OF AGREEMENT

BETWEEN: Her Majesty the Queen in right of Canada ("Her Majesty") represented by the

Minister for International Development acting through the Department of Foreign

Affairs, Trade and Development (hereinafter referred to as "Global Affairs

Canada" or "the Department");

AND: [legal name of the organization], [legal status of organization e.g. a corporation,

a non-profit organization], duly incorporated under the laws of [name of country where the organization is legally constituted], represented by [the title of the authorized representative], (hereinafter referred to as "the Organization").

(Individually referred to as "Party" and collectively as "the Parties"):

WHEREAS the Organization wishes to implement the project entitled [title of project]

(hereinafter referred to as "the Project") in [name of recipient country] ("Recipient

Country"), for which it requests a contribution from the Department.

THEREFORE, the Parties agree as follows:

1. Purpose of the Agreement

- 1.1 The Department hereby provides a contribution to the Organization exclusively for the implementation of the Project, in accordance with this agreement ("the Agreement").
- 1.2 The Agreement which includes the Articles of Agreement, the Appendices, the General Terms and Conditions Contribution Agreement applicable on the Effective date of the Agreement ("the General Terms and Conditions" available at http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/publications.aspx?lang=eng), and any amendments made to the Agreement constitute the complete and exclusive agreement between the Parties with respect to the Project and supersede and replace any and all prior agreements, communications and understandings, both written and oral, regarding such subject matter.
- 1.3 In case of conflict between provisions of the Agreement, the order of precedence shall be the following:
 - a) These Articles of Agreement and any amendments relating thereto;
 - b) The General Terms and Conditions;
 - c) The Appendices in the following order:
 - i. Appendix A Project Description;
 - ii. Appendix B Financial Terms;
 - iii. Appendix C Project Budget;
 - iv. Appendix D Reporting Requirements;
 - v. Other annexes as added to the Agreement;
 - d) The **Reporting Forms** (http://www.international.gc.ca/department-ministere/forms-formulaires.aspx?lang=eng)

2. Project Funding

2.1 Subject to the provisions of the Agreement, the Department shall make a contribution to the Organization ("the Contribution") not exceeding the lesser of the following:

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- a) [amount of Contribution written in full] Canadian dollars (CAN \$ [amount of Contribution in figures]) as detailed in Appendix C Project Budget;
- b) [percentage of the Department's Contribution written in full] percent ([percentage of the Department's Contribution in figures] %) of the total value of the Eligible Costs as detailed in Appendix C Project Budget, plus any applicable compensation for indirect/overhead costs as defined in Appendix B Financial Terms.
- 2.2 The Organization agrees to make a minimum contribution, in cash and/or in-kind, of [Enter percentage of the Organization's contribution written in full] percent ([Enter percentage of the Organization's contribution in figures] %) towards the total value of the Eligible Costs as detailed in Appendix C Project Budget.
- 2.3 The Organization declares that all sources of funding for the Project with their corresponding amounts have been disclosed in writing to the Department. Should new funding from other sources become available for the Project during the Agreement, the Organization shall disclose and update this information in writing in its reports in accordance with Appendix D Reporting Requirements. Where the total amount of funding from all sources exceeds one hundred percent (100%) of the total value of the Project, the Department shall have the right to adjust the Contribution or recover any surplus paid, up to the amount of the Contribution made under the Agreement.

3. Effective Date

The Agreement shall take effect on the date of the last signature of the Agreement (the "Effective Date"). Costs incurred prior to the Effective Date shall not be eligible for reimbursement under the Agreement.

4. Expiry Date

- 4.1 Except for Project activities as stated in Sub-Article 4.2 below, the Agreement shall expire on [Agreement end date (Month DD, YYYY)] at which time all Project activities identified in Appendix A Project Description will have been completed and all reports identified in Appendix D Reporting Requirements will have been received and accepted by the Department.
- 4.2 All Project activities identified in Appendix A shall be completed no later than [date that is 120 or (X) days before the expiry date in Sub-Article 4.1]. After that date, only costs related to the demobilization of Personnel, the disposal of assets and the preparation of the Final Report will constitute Eligible Costs under the Agreement.

5. Survival Clause

The following Articles shall survive the expiry of the Agreement for three (3) years:

- a) Article 11.1.1 of the Articles of Agreement Construction;
- b) Article 13 of the General Terms and Conditions Monitoring and Evaluation;
- c) Article 14 of the General Terms and Conditions Financial Records and Audit;
- d) Article 16 of the General Terms and Conditions Default and Remedies, and
- e) Article 19 of the General Terms and Conditions Intellectual Property.

6. Communications and Notices

Any notice or communication shall mention the title of the Project and the purchase order number. Any notice given pursuant to the Agreement shall be effectively given if delivered, sent by registered letter or by facsimile to the recipient at the address mentioned below. Any change to the address may be made by notice in accordance with this Article.

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- Any communication given pursuant to the Agreement shall be effectively given if delivered, or sent by registered letter, mail, facsimile or email to the recipient at the address mentioned below.
- 6.3 Address of the Department

[name and address of the Department]

Attention: [title of Department representative, program name and contact information]

6.4 Address of the Organization

[name and address of the Organization]

Attention: [name of Organization Representative, title and contact information]

7. Reports

The Organization shall submit the reports identified in Appendix D, for the Department's review and approval.

8. Environment

CASE 1 – The Project has been determined to have negligible environmental risk or opportunity (corresponds to EIP Screening Tool Category C).

The Organization shall notify the Department if any Project components are added that could have potential environmental effects. In this case, the Department may take necessary action to ensure that the Project is not likely to cause significant adverse environmental effects.

CASE 2 – The Project is in response to a clear and immediate emergency according to the CEAA (corresponds to EIP Screening Tool Category D)

- 8.1 The Organization shall explicitly and systematically integrate any environmental considerations that may arise during implementation of the Project, including, where feasible, applying international best practices for environmental analysis and management in humanitarian response.
- 8.2 As part of its regular reporting, the Organization shall report to the Department on the application of the above provision.

CASE 3 - With the implementation of recommended measures identified in the Project's design, the Project is not likely to result in significant negative environmental effects.

- 8.3 The Organization shall explicitly and systematically implement the environmental measures identified in the Agreement and environmental considerations identified in any subsequent environmental analysis that may arise during implementation of the Project, at all stages of the Project, where relevant, in order to ensure that the Project is not likely to cause significant adverse environmental effects, and to enhance positive environmental effects where feasible.
- 8.4 As part of its regular reporting, the Organization shall report to the Department on the application of the above provision.
- The Department may evaluate the application of this Article.

CASE 4 – The Recipient Country's (ies') process(es) to manage environmental impacts will be used to ensure that the Project is not likely to result in significant negative environmental effects.

Page 3

- The Agreement may involve the carrying out of one or more components that is likely to cause 8.6 negative environmental effects. The Organization shall ensure that the Project is not likely to cause significant adverse environmental effects. The Organization shall ensure that the management of environmental effects, including any analysis, is carried out in accordance with the environmental processes and requirements in effect in [name of country(ies)].
- 8.7 Upon the Department's request, the Organization shall provide the Department with a copy of the authorization issued by [name of country(ies)]'s responsible authorities and/or a copy of any supporting documentation.
- 8.8 The Department may also evaluate whether the management of environmental effects was carried out in accordance with the environmental process(es) and requirements of [name of country(ies)].
- 8.9 The Organization shall explicitly and systematically implement environmental considerations identified in the Agreement, and in any subsequent environmental analysis, at all stages of the Project.
- 8.10 As part of its regular reporting, the Organization shall report to the Department on the application of the above provisions.

CASE 5 - The Organization's process to manage environmental impacts will be used to ensure that the Project is not likely to result in significant negative environmental effects.

- 8.11 The Agreement may involve the carrying out of one or more components that is likely to cause negative environmental effects. The Organization shall ensure that the Project is not likely to cause significant adverse environmental effects. The Organization shall ensure that the management of environmental effects, including any analysis, is carried out in accordance with the environmental processes and requirements of the Organization.
- 8.12 Upon the Department's request, the Organization shall provide the Department with a copy of any environmental analysis(es) and any supporting documentation.
- 8.13 The Department may also evaluate whether the management of environmental effects was carried out in accordance with the environmental process(es) and requirements of the Organization.
- 8.14 The Organization shall explicitly and systematically implement environmental considerations identified in the Agreement, and in any subsequent environmental analysis, at all stages of the Project.
- 8.15 As part of its regular reporting, the Organization shall report to the Department on the application of the above provisions.

CASE 6 - The Organization is required to submit additional information on one or more components of the Project for review by the Department. The Department will determine whether the component(s) is (are) likely to result in significant negative environmental effects, and provide written authorization for the component(s) to proceed.

- 8.16 The Agreement may involve the carrying out of one or more Project components that is likely to cause negative environmental effects. The Organization shall ensure that an environmental management plan / a site-specific environmental assessment(s) / a class screening environmental assessment / a rapid environmental assessment / a strategic environmental assessment / further environmental analysis / other (specify) on (any Project component(s) identified in the EIP Form's "Key elements" section)] is carried out as early as practicable in the implementation of the Project and submitted to the Department. Written authorization from the Department is required before the Organization may proceed with the identified Project component(s).
- 8.17 The Organization shall ensure that the deliverable(s) and/or follow-up measure(s) referred to in Sub-Article 8.16 includes the following elements: [the relevant text].
- 8.18 The Organization shall explicitly and systematically implement environmental considerations identified in the Agreement, and in any subsequent environmental deliverables or follow-up measures, at all stages of the Project.
- 8.19 As part of its regular reporting, the Organization shall report to the Department on the application of the above provision.
- 8.20 The Department may evaluate the application of this Article.

9. Gender Equality

- 9.1 In line with Global Affairs Canada's Policy on Gender Equality (http://international.gc.ca/worldmonde/funding-financement/policy-politique.aspx?lang=eng), the Organization shall explicitly and systematically implement the gender equality commitments identified in the Agreement, and any other gender equality considerations derived from subsequent gender equality analysis, at all stages of the Project.
- 9.2 As part of its regular reporting, the Organization shall report to the department on the application of the above provision.

10. Official Languages

10.1 [appropriate clause here. Remove if not applicable]

11. Construction

- 11.1 With regards to the construction, the Organization shall:
 - 11.1.1 assume all performance risks related to any works of construction. This means that the Organization shall be responsible for delivery of the completed construction work free of defects and the Organization shall correct at its own cost any defects identified. The Organization shall guarantee all performance risk related to any works of construction for at least twelve (12) months following issuance of the Certificate of Completion, or longer as agreed through the Construction Validation Plan;
 - 11.1.2 ensure that all construction complies with the building code or standards and technical norms in effect in [Recipient Country] or other recognized building code:

Canadä

- 11.1.3 ensure that seismic and climatological data essential to the design of the works are those applicable in [Recipient Country]. If no certified and updated seismic and climatological data are available for the region in which the work will occur, the Organization shall ensure that designers first refer to the certified and updated most extreme seismic and climatological data available for [Recipient Country] or, if this is not available, to those in force for the highest earthquake risk zones or similar climate in a neighbouring country for which the data is available. The Organization shall ensure that plans and specifications incorporate seismic measures and provisions to guarantee that, in the event of a major earthquake or other climatological catastrophe, the structural integrity of the works erected in the scope of the Project is not compromised and bodily harm is not incurred because of collapse;
- 11.1.4 retain the services of a competent authority to ensure compliance with the requirements under Sub-Articles 11.1.1 to 11.1.3. "Competent authority" means an engineer or architect, depending on the applicable area of expertise, who is a member of an accredited professional organization who has the authority to design and to supervise the structural works, and who has an Arm's Length Relationship with the contractor(s) or the subcontractors performing the works. The services of a "competent authority" are not required when the construction work is for non-structural works as defined under Sub-Article 1.5.10 [or 1.6.1] Construction Costs of Appendix B Financial Terms.
- 11.1.5 ensure that any guarantee on construction work and equipment is transferable to the Recipient Country or other beneficiary agreed through the Disposal of Assets Plan;
- 11.2 The Organization shall include provisions similar to those contained in Sub-Article 11.1.1 to 11.1.5 in all Subcontracts and Sub-Agreements it signs for the purposes of this Project that pertain to or include construction works.

12. Anti-Terrorism

In addition to the requirements set out in Sub-Article 22.4 of the General Terms and Conditions, the Organization shall:

- a) provide to DFATD the names of its executive officers and members of the board of directors, as well as a list of its Subcontractors and their executive officers and members of the board of directors, before the signature of the Agreement. If not received before signature, the Organization will provide to the Department the list of Subcontractors as soon as it is available;
- b) notify the Department if any Subcontractor change or if they are aware of any changes in those holding the positions of board members, directors or executive officers within the Organization or any Subcontractor. Any change to the list of Subcontractors will be submitted to the Department in writing, no later than thirty (30) days before signing any agreement with the proposed new Subcontract.

13. Applicable Law and Jurisdiction

This Agreement shall be governed by, and is to be construed and interpreted in accordance with, the laws in force in [Name of the province of X, Canada] and the laws of Canada applicable therein. The Parties - acknowledge the exclusive jurisdiction of the courts and tribunals of the Province of [Name of the province of X, Canada].

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14. Signing of the Agreement

The Parties can sign the Agreement in counterpart. Each copy signed by the Parties shall be an original.

The Agreement has been signed for Her Majesty and for the Organization by their respective representatives, duly authorized.

| For [Legal harne of the Organization] | |
|--|-------------------------|
| Cignoture | Date (Month, Day, Year) |
| Signature | Date (Month, Day, Year) |
| Name | |
| Name | |
| Title | |
| | |
| Confirmation of Financial Capacity | |
| "I hereby confirm that the Organization has sufficient financial creating any adverse impact on its ability to deliver and meet it | |
| under existing agreements funded by the Department." | 3 |
| 6: 1 | D. L. (M. III. D W) |
| Signature | Date (Month, Day, Year) |
| Name | |
| Tallo | |
| Chief Financial Officer (with professional designation) | |
| or duly authorized Board member | |
| For Her Majesty | |
| | |
| Signature | Date (Month, Day, Year) |
| | |
| Name | |
| | |
| Title | |
| | |

Articles of Agreement



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Appendix A PROJECT DESCRIPTION

1. Project Summary

[text here]

1.1 **Expected Results and Implementation**

- 1.1.1 Reach
- 1.1.2 Intermediate outcomes
- 1.1.3 Key Performance Indicators

1.2 **Gender Equality**

- 1.2.1 Gender-based Analysis
- 1.2.2 Gender Equality Outcomes
- 1.2.3 Delivering and Measuring Gender Equality
- 1.2.4 Gender Equality financial and human resources
- 1.2.5 Comments and Next Steps

1.3 **Environment**

Special Project Components

- 1.4.1 Construction
- 1.4.2 Special Funds
- 1.4.3 Blended Finance
- 1.4.4 Other

2. Project Implementation Roles and Responsibilities

Department of Foreign Affairs, Trade and Development

To support the Organization and in addition to the Department's approval, evaluation, monitoring and auditing roles set out in the Agreement, the Department shall, under this Project:

- 2.1.1 assess the Project's progress towards and on the expected outcomes through regular review of project progress reports;
- 2.1.2 send local or Headquarter Departmental representatives, as required;
- 2.1.3 maintain on-going liaison with the Organization and facilitate consultations as deemed appropriate;
- 2.1.4 participate in the annual (or additional) Project Steering Committee meetings, as required and when possible;
- 2.1.5 attend other ad-hoc Project meetings, as required
- 2.1.6 [any other point specific to the Project here.]

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2.2 The Organization

In addition to its obligations set out in the Agreement, the Organization shall, under this Project:

- 2.2.1 plan, manage, implement and monitor the Project using a results-based approach that integrates Gender Equality, Environmental Sustainability and Human Rights, as per the Project Implementation Plan and subsequent Annual Work Plans approved by the Department, in accordance with Appendix D Reporting Requirements;
- 2.2.2 achieve and complete, to the Department's satisfaction and for which the Organization has received the Contribution, all Project outcomes, outputs, activities, components, and milestones described in the Project Description above and in the attached Logic Model and included as part of the approved plans required in Appendix D Reporting Requirements;
- 2.2.3 inform the Department, in writing and as soon as possible, of any significant circumstances, problems or risk events which may affect in the implementation of the Project. The Organization shall provide the Department with the details of such circumstance, problem or risk event as requested;
- 2.2.4 implement budgetary procedures and financial controls to enable the Organization to ensure sound management of the Contribution. Among other considerations, ensure that funds received from the Department for the Project will be used only for activities related to thes Project;
- 2.2.5 ensure the participation of any other partner organizations contributing financially to the results-based planning, implementing, monitoring and evaluating of all aspects of the Project, and in preparing reports, and/or collecting data, required by the Department;
- 2.2.6 [any other point specific to the Project here];



Appendix A-1 LOGIC MODEL

[Logic Model table here]





Global Affairs Affaires mondiales Canada Canada



Appendix B FINANCIAL TERMS

1. Eligible Costs

The following Eligible Costs justified by the Organization and the compensation towards the Organization's indirect/overhead costs calculated in accordance with Sub-Article 1.8, may be reimbursed by the Department:

1.1 Remuneration - Organization's employees

- Daily rates for the Organization's employees (excluding Local Employees) for time actually worked on the implementation of the Project. Unless otherwise previously approved in writing by the Department, the time chargeable shall be based on a work day of [number of hours - letters] [number of hours -numeric] hours with a maximum of [number of days - letters] [number of days - numeric] days per week in [country in which Organization is legally constituted], excluding allocated travel time in accordance with Sub-Article 1.4 below, actually paid to the employee. Time shall be justified by time sheets and payroll register. Timesheets shall be signed by the employee and the employee's supervisor (if an electronic time keeping system is not available). Timesheets shall also indicate the Project, the name of the employee, the date, location, nature of the work, number of hours worked per day specifically on the Project as well as the total number of hours worked per week on all projects. If the Organization wishes, the time sheet (Form E) available on the Department's website can be used as a sample. Salary increases will be governed by the Department's Policy on Annual Fee and Salary Increases Under Multi-Year Service Contracts and Contribution Agreements for the Delivery of International Development Assistance (http://www.international.gc.ca/development-developpement/partners-partenaires/btoa/annualfee-honorairesannuels.aspx?lang=eng).
- 1.1.2 The daily rate per employee shall be calculated as follows: Annual direct salary (plus annual paid benefits) divided by 260 days minus annual allowable time off benefits

Rates include the following:

- a) Direct salaries: actual and justifiable sums paid by the Organization to employees in accordance with the Organization's pay scales as regular salary excluding overtime pay and bonuses.
- b) Fringe benefits: in accordance with the Organization's policies, as follows:
 - i) time-off benefits: allowable number of days to be paid by the Organization for the following payable absences: statutory holidays, annual vacation and sick leave; and
 - ii) paid benefits: actual sums paid by the Organization for paid benefits: the Organization's contribution to employment insurance and workers' compensation plans (where applicable), health and medical insurance, group life insurance, pension plans, or other mandatory government benefits.
- 1.1.3 The rates for working days of less than [number of hours] hours/day for employees in [Canada / country] and of less than [number of hours] hours/day for employees abroad shall be prorated based on hours actually worked.





1.2 Remuneration - Local Employees

- 1.2.1 Actual and justifiable salaries and fringe benefits for Local Employees working on the implementation of the Project. The remuneration for these individuals shall be in accordance with local laws and with the Organization's established salary scales and personnel policies. Salary increases will be governed by the Department's Policy on Annual Fee and Salary Increases Under Multi-Year Service Contracts and Contribution Agreements for the Delivery of International Development Assistance.
- 1.2.2 Unless otherwise previously approved in writing by the Department, the time chargeable for Local Employees shall be based on a normal working day in the country according to local practice, as indicated in the following table, with a maximum of six (6) days per week, and shall be justified by time sheets and payroll register.

| Name of country | | Number of hours | | | |
|-------------------|--|-------------------|--|--|--|
| [name of country] | | [number of hours] | | | |
| | | | | | |
| | | | | | |
| | | | | | |

- 1.2.3 Timesheets shall be signed by the employee and the employee's supervisor (if an electronic time keeping system is not available). Timesheets shall also indicate the Project, the name of the employee, the date, location, nature of the work, number of hours worked per day specifically on the Project as well as the total number of hours worked per week on all projects. If the Organization wishes, the time sheet (Form E) available on the Department's website can be used as a sample.
- 1.2.4 The rates for partial working days shall be prorated based on hours actually worked in each of the above countries.

1.3 Fees - Subcontractors with an Arm's Length Relationship with the Organization

- 1.3.1 Where the Organization and the Subcontractor have an Arm's Length Relationship as defined in the General Terms and Conditions, the actual and justifiable cost of Subcontractor fees under a Subcontract shall be concluded with the Organization in accordance with Articles 10 Subcontracts and Sub-Agreements and 11 Procurement and Disposal of Assets of the General Terms and Conditions.
- 1.3.2 The Department's contribution towards subcontracting costs shall not exceed twenty percent (20%) of the total value of the Department's Contribution mentioned in Sub-Article 2.1 of the Articles of Agreement.

1.4 Allocated Travel Time

1.4.1 Travel days shall be reimbursed by the Department on the basis of the daily rate/fee established in accordance with Sub-Articles 1.1, 1.2 and 1.3 above. When the point of origin or destination is Canada, the maximum number of travel days and overnight stopovers eligible for travelling one way is determined as follows:

Africa: two (2) days, one (1) night stopover.

Asia: two (2) days, one (1) night stopover.

Caribbean: one (1) day, no night stopover. If meals are required, the National Joint Council Travel Directive ("the Directive") Canadian meal allowance shall apply. The





Directive can be found at http://www.njc-cnm.gc.ca/directive/d10/en. A one (1) night stopover may be approved when, through no fault of the Organization, connecting flights are not available to complete the trip in one day.

Central and Eastern Europe: two (2) days, one (1) night stopover.

Central America: two (2) days, one (1) night stopover.

Pacific Islands: two (2) days, one (1) night stopover. If the fare quote indicates that connecting flights are such that two (2) nights stopover are necessary, the allowance will be adjusted accordingly.

South America: two (2) days, one (1) night stopover.

1.4.2 The number of eligible days for travelling between countries other than Canada shall be determined on the basis of the points of origin and destination and shall have received prior written approval from the Department.

1.5 Reimbursable Costs Eligible for the Fixed Overhead Compensation Rate

The actual and reasonable costs directly related to the implementation of the Project, such as:

1.5.1 Travel Costs

The following travel costs incurred by the Organization in accordance with the provisions of the <u>Directive</u> and the <u>Special Travel Authorities of the Treasury Board of Canada Secretariat</u> in force at the time of the travel. The Special Travel Authorities can be found at https://www.canada.ca/en/treasury-board-secretariat/services/travel-relocation/special-travel-authorities.html and take precedence over the Directive. The Department may reimburse other travel costs if they are included in the Agreement, at the rate specified in the Directive, where applicable:

- a) the cost of commercial transportation based on the lowest available fares, using the most direct routing. The Organization shall endeavour to obtain the lowest possible airfare, such as by booking the reservation as early as possible, and take into account remuneration costs for travel time as well as stopover costs. The standard for air travel is economy class, including APEX, charters and other reduced or discounted fares. The Department will limit the reimbursement of plane tickets to the lowest fare available at the time of reservation, considering the options available and associated costs to the Project, even if the Organization chooses not to use the most economical option. The Organization must be able to demonstrate with proper supporting documentation deemed satisfactory to the Department, the lowest fare available at the time of reservation and the routes available. The cost of necessary changes or cancellations to flights may be considered a legitimate reimbursable expense of the Project and the circumstances surrounding these changes shall be documented in the Organization's Project file;
- b) the cost of meals, incidentals, and private vehicle usage, in accordance with the meal, incidental, and private vehicle allowances specified in Appendices B, C and D of the Directive or in accordance with the policies of the Recipient Country government for its employees identified to participate in the Project;
- c) the cost of registration, photographs, and courier services related to obtaining a visa;
- d) the actual and reasonable cost of a single room in commercial accommodation or, when private non-commercial accommodation is used, the rate for such





- accommodation, in accordance with the provisions of clause 7.8 of the Special Travel Authorities and Appendix D of the Directive; and
- e) all other actual and reasonable costs deemed legitimate Project expenses, in accordance with the provisions of the Directive referring to "travellers" rather than to "employees".
- 1.5.2 Personnel on Long-term Overseas Assignment or Short-term Relocation

Benefits and allowable expenses for Personnel on long-term overseas assignment and Personnel on short-term relocation, excluding volunteers, in accordance with the Organization's policies but not exceeding those stipulated in the Technical Assistance Handbook (http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/publications.aspx?lang=eng) as amended from time to time.

1.5.3 Costs for Students and Trainees

Actual and reasonable costs paid to students and trainees, in accordance with the <u>Guide to Managing Award Holders in Canada (Development Stream)</u> found at http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/publications.aspx?lang=eng.

1.5.4 Other Training Costs

Actual and reasonable costs related to training sessions, space rentals, audiovisual equipment rental, books, manuals, course materials, translation of courses and materials, and any other expenses required to implement these activities, which are not included in the above categories but have received prior written approval from the Department.

1.5.5 Goods, Assets and Supplies

Eligible Costs arising from the purchase, rental, maintenance and transportation of goods, assets and supplies (excluding office supplies), as well as related insurance, in accordance with Article 11 of the General Terms and Conditions - Procurement and Disposal of Assets.

1.5.6 Project Administration Costs Directly Related to the Project

The following sub-categories of cost, as detailed in the approved Project Implementation Plan or annual work plans, in accordance with Appendix D – Reporting Requirements:

- a) long distance communication, including by means of telecommunications (e.g. Internet, fax), mail and courier costs;
- b) translation and word processing costs, printing and production costs associated with Project reporting and production of reading material;
- overseas costs such as rent, utilities, office expenses and supplies, office computer and general maintenance;
- d) leasehold improvements of overseas office space subject to the Department's prior written approval;
- e) meeting/conference costs;
- f) seminars and workshops not related to training activities;
- g) bank transfer fees; and
- h) [any other Project administration Eligible Costs, if applicable.]

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1.5.7 Any other Eligible Costs required to implement the Project, which are not included in the above categories, that can be clearly traced to the Project and that have received the Department's prior written approval.

<Choose one of the following two options if applicable:</p>

- 1.5.8 Volunteer Time and Expenses
 - a) Volunteer time shall be justified by timesheets. Timesheets shall indicate the name and the number of the Project, the name of the volunteer, the date, location of placement and its title (nature of the work done) and the number of hours worked per day, specifically on the Project as well as the total number of hours worked per week on all projects. If the Organization wishes, the template of the timesheet (Form E) available on the Department's website can be used for this purpose.
 - b) If Volunteer time is not supported by timesheets, it shall be determined in accordance with the formula in c) below for each volunteer:
 - c) Volunteer time shall be based on the following:
 [A. the total number of days on assignment] multiplied by [B. the ratio working days for the country of assignment] multiplied by [C. the proportion of time dedicated to the Project].
 - A: Total number of days on assignment: for overseas assignments, calculated from the date of arrival to the date of departure from the country of assignment plus the allowable allocation for travel time in accordance with Sub-Article 1.4 above.

 B: The ratio of normal working days in the country(ies) of assignment: the total number of working days in the year based on normal work week in the country of assignment, minus the total annual number of statutory holidays in the country of assignment, minus the total number of vacation days, divided by 365 days.

 C: The proportion of work time dedicated to the Project: the percentage of work time spent directly on the Project by the volunteer. The Organization shall reflect volunteer work time shared between projects in the determination of the work time dedicated to the Project.
 - d) Actual and justified time worked on Project activities before or after assignment, such as pre-assignment training, reporting, and other agreed activities may be considered by the Department in the calculation of the total number of volunteer days [up to a maximum of X days]. Any changes to the total number of days agreed in the initial budget must be approved in writing by the Department.
 - e) In accordance with the In-Kind Contribution Table at Sub-article 1.3.2 of Appendix C Project Budget, the Organization must ensure that volunteer time related to the Project is justified and can be verified through documentation that shall include, inter alia, the Project name and project number, the name of the volunteer, the location and title of placement, documentation demonstrating assignment start and end dates, including plane tickets, boarding passes and other receipts for Eligible Costs, the signed agreement with the volunteer and time tracking for volunteers.
 - f) Reimbursable costs for volunteers:
 In addition to travel costs mentioned in Sub-Article 1.5.1 of Appendix B Financial Terms, the Department will reimburse the following expenses for volunteers: emergency health travel insurance and vaccines required for the assignment, paid at fair market value and provided that these expenses are not already covered by an employer or host organization.





OR

1.5.9 Volunteer Time and Expenses

- a) For short-term assignments, actual and justified time worked on Project activities before or after assignment, such as pre-assignment training, reporting, and other agreed activities may be considered by the Department in the calculation of the total number of volunteer days [up to a maximum of X days]. Any changes to the total number of days agreed in the initial budget must be approved in writing by the Department.
- b) In accordance with the In-Kind Contribution Table at Sub-article 1.3.2 of Appendix C Project Budget, the volunteer time shall be justified by timesheets. Timesheets shall indicate the Project name and number, the name of the volunteer, the date, location and title of the placement (nature of the work done) and the number of hours worked per day, specifically on the Project as well as the total number of hours worked per week on all projects. If the Organization wishes, the template of the timesheet (Form E) available on the Department's website can be used for this purpose.
- c) Reimbursable costs for volunteers: In addition to travel costs mentioned in Sub-Article 1.5.1 of Appendix B – Financial Terms, the Department will reimburse the following expenses for volunteers: emergency health travel insurance and vaccines required for the assignment, paid at fair market value and provided that these expenses are not already covered by an employer or host organization.

1.5.10 Constructions Costs

The construction budget will cover the work, material and equipment related to the construction, broken into two categories:

- a) Structural works:
 - Economic activity/ies directed toward the creation, renovation, repair or extension of fixed assets in the form of buildings, land improvements of an engineering nature, and other such engineering constructions as roads, bridges, dams, water, sanitation and hygiene (WASH) facilities such as latrines, wells, water points, water storage tanks and water distribution systems, through the following activities:
 - i) new construction: the erection of an entirely new structure, whether or not the site on which it was built was previously occupied;
 - ii) restoration: repairs by which at least one dwelling or other structure is effectively reinstated and where substantial parts of the existing structure are used:
 - iii) extension: the enlargement of buildings by which space is added;
 - iv) conversion: structural changes carried out within a building.
- b) Non-structural works:
 - Works that do not affect the structural integrity of a structural element of a building, land improvement, or other minor construction such as painting, new floor, replacing windows and doors without changing the structure, etc.

1.6 Reimbursable Costs Eligible for a Negotiated Overhead Compensation Rate

1.6.1 Construction Costs





The construction budget will cover the work, material and equipment related to the construction, broken into two categories:

a) Structural works:

Economic activity/ies directed toward the creation, renovation, repair or extension of fixed assets in the form of buildings, land improvements of an engineering nature, and other such engineering constructions as roads, bridges, dams, water, sanitation and hygiene (WASH) facilities such as latrines, wells, water points, water storage tanks and water distribution systems, through the following activities:

- i) new construction: the erection of an entirely new structure, whether or not the site on which it was built was previously occupied;
- restoration: repairs by which at least one dwelling or other structure is effectively reinstated and where substantial parts of the existing structure are used;
- iii) extension: the enlargement of buildings by which space is added;
- iv) conversion: structural changes carried out within a building.
- b) Non-structural works:

Works that do not affect the structural integrity of a structural element of a building, land improvement, or other minor construction such as painting, new floor, replacing windows and doors without changing the structure, etc.

1.6.2 Bulk Purchases of Goods

The bulk purchases of goods acquired in large quantities in one or more transactions.

1.7 Reimbursable Costs Ineligible for Overhead Compensation

In accordance with the <u>Overhead Compensation Policy for Contribution Agreements with Canadian Organizations under the International Development Assistance Program (http://www.international.gc.ca/development-developpement/partners-partenaires/bt-oa/publications.aspx?lang=eng), the following reimbursable costs are not eligible for Overhead:</u>

- 1.7.1 Flow-through funds as defined in the General Terms and Conditions;
- 1.7.2 Large capital expenditures/leases of machinery and medical equipment where each item costs \$100,000 or more;
- 1.7.3 For E-Volunteers (volunteers who are not assigned to the location of the Project and who work remotely):

In accordance with the In-Kind Contribution Table in Sub-Article 1.3.1 of Appendix C – Project Budget, actual time worked on Project activities that are justifiable and can be verified through documentation that shall include, inter alia, the Project name and number, the name of the E-Volunteer, the location and title of the placement, documentation demonstrating assignment start and end dates, including the signed agreement with the E-Volunteer and time tracking for E-Volunteers. Any changes to the total number of days agreed in the initial budget must be approved in writing by the Department.

1.7.4 [other Eligible Costs not eligible for Overhead compensation, if applicable]

1.8 Compensation for Indirect/Overhead Costs

The compensation for indirect/overhead costs will be calculated as follows:

1.8.1 A fixed overhead rate of [twelve] percent (12%)] applicable only on the Department's Contribution toward Eligible Costs listed in Sub-Articles 1.1 through 1.5 above.





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- 1.8.2 A fixed overhead rate of twelve percent (12%) applicable on a deemed in-kind value of \$200 per working day per Canadian volunteer assigned overseas for purposes directly related to the Project.
- 1.8.3 A negotiated [rate written] percent (xx%) rate as a compensation for the overhead on construction costs including material, equipment and construction-related labour identified in Sub-Article 1.6.1 above.
- 1.8.4 A negotiated [rate written] percent (xx%) rate as a compensation for the overhead on bulk purchases of goods identified in Sub-Article 1.6.2 above.

1.9 Exclusion of Organization's Profit

The Organization shall not derive any profit, directly or indirectly, from the Contribution. Profit may only be included in a Subcontract where the profit is for the benefit of Subcontractor(s) that are a for-profit entity in which the Organization does not hold any direct or indirect interest, and the Organization and the Subcontractor(s) have an Arm's Length Relationship as defined in the General Terms and Conditions.

1.10 Applicable Taxes

The Organization shall ensure that all costs for the Project include, where applicable, all taxes paid on all goods and services, less any credits or reimbursements to which the Organization is entitled.

2. Terms of Payment

2.1 Payments

- 2.1.1 The Department's Contribution is offered based on the current financial viability analysis and assessment of the Organization.
- 2.1.2 The Department will re-evaluate annually the financial viability of the Organization.
- 2.1.3 Should the assessment reveal a change in financial risk for the Department, the Department reserves the right to modify the terms of the Agreement or terminate the Agreement.
- 2.1.4 In consideration of the implementation of the Project and in compliance with the Agreement, the Department undertakes to pay the Contribution to the Organization in the following manner:

2.2 Advance Payments

The Department will make [quarterly, semi-annual, annual] (also referred to as "the period" for the purpose of article 2.2) advance payments subject to the following:

- 2.2.1 For each advance payment, the Organization shall present a request for payment that includes the information set out in <u>Form D</u> identifying the amount required as well as a budgetary forecast providing a detailed estimate of Eligible Costs for the period as set out in <u>Form A</u>, in accordance with the reporting requirements in Appendix D Reporting Requirements.
- 2.2.2 The Department will make payments based on the estimated cash flow requirements of the Organization for the period, as agreed to by the Department, up to a maximum [percentage written] percent ([percentage numeric]%) of the total Contribution.



Appendix B

- 2.2.3 Upon completion of the Project, the Department will pay the balance of the Contribution for Eligible Costs incurred subject to Sub-Article 2.5 below. The total amount of payments shall not exceed the percentage mentioned in Sub-Article 2.1b) of the Articles of Agreement.
- 2.2.4 Advance payments cannot cover more than two (2) periods and, at no time shall there be outstanding advances covering the cash flow requirements of more than two (2) periods. For example, before an advance payment can be issued for the third period, the first period must be accounted for. If the total amount of advances is less than Eligible Costs incurred, the Department will reimburse the difference to the Organization. If total amount of advances exceeds the Eligible Costs, the Organization shall deduct the difference from its advance request or reimburse the difference to the Department.
- 2.2.5 Eligible Costs incurred in currencies other than Canadian dollars for the Project shall be converted using either the FIFO (first in, first out) or the weighted average method to ensure that there will be neither gain nor loss from the conversion of the exchange rate. Any other method used by the Organization will be inadmissible.
- 2.2.6 The Organization shall keep the Contribution in an interest-bearing account and account separately for the Department funds. Accumulated interest shall be accounted for and presented separately in its financial reports. The Organization shall use the accumulated interest exclusively for the purposes of the Project, subject to prior written approval from the Department; if not, the Department reserves the right to recover the amount of accumulated interest at the end of the Project. Interest expenses incurred cannot be offset against the interest revenue earned on advances that is to be reported to the Department.
- 2.2.7 No advance payments will be made before the Organization submits an irrevocable standby letter of credit or an equivalent guarantee, in form and content acceptable to the Department, in an amount of [amount written] Canadian dollars (CAN\$[amount numeric]) which shall be in effect until the Organization has accounted for all advances. The Organization shall be responsible for any expenses related to the submission of a letter of credit or other form of guarantee requested.

OR

2.3 Claims Reimbursements

- 2.3.1 The Department will make the Contribution through claims reimbursements toward Eligible Costs incurred or paid by the Organization under the Agreement pursuant to the following:
 - a) Reimbursements will be made no more frequently than on a monthly basis. When submitting a request for payment, the Organization shall submit a Monthly Report for the period covered by the claim.
 - b) Upon receipt and acceptance of the above documents, the Department will reimburse the Organization for the Eligible Costs incurred during the previous period. Reimbursements will be made until all payments reach [percentage – written] percent ([percentage – numeric]%) of the total Contribution;
 - The Department will pay the balance of the Contribution to the Organization for Eligible Costs incurred upon completion of the Project, and subject to Sub-Article 2.5 below;





d) The total amount of reimbursement payments shall not exceed the percentage of the Department's Contribution mentioned in Sub-Article 2.1b) of the Articles of Agreement.

OR

2.4 Progress Payments

- 2.4.1 The Department will make the Contribution through progress payments toward deliverables as detailed in Appendix A Project Description (and updated in the Annual Work Plan and approved by the Department) pursuant to the following:
 - a) Upon the Department's receipt and acceptance of each deliverable, the Department will pay the corresponding amount specified in the Schedule of Deliverables (Appendix A Project Description) up to a maximum of [percentage written] percent ([percentage-numeric]%) of the total Contribution. The Department will pay the balance of the Contribution upon completion of the Project, and subject to Sub-Article 2.5 below.
 - b) When submitting a request for payment, the Organization shall submit to the Department a [monthly, quarterly, semi-annual, annual] progress report for the period covered by the claim. The format of the progress report shall follow the outline provided in Appendix D Reporting Requirements.
 - c) The total amount of progress payments shall not exceed the percentage of the Contribution mentioned in Sub-Article 2.1b) of the Articles of Agreement.

2.5 Final payment

Once the Organization has completed the Project in accordance with the Agreement and that the Department has received and accepted the Final report [including the Certificate of Completion], and other documents, as described in Appendix D – Reporting Requirements, the Department will remit the final payment [as well as any guarantee].



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Appendix C PROJECT BUDGET

1. Project Budget

1.1 Initial Budget Table

The elements identified in Article 2 – Initial Budget Table below constitute the initial budget for the Project.

1.2 Transfer of Funds among Budget Categories

The Organization may transfer funds among approved budget categories, as follows:

- 1.2.1 After an amendment, as per Article 3 of the General Terms and Conditions Amendment:
 - a) When funds are transferred to the Remuneration/Fees budget category sub-total;
 - b) When any change is made to the Flow Through Fund budget line item [and/or construction budget line item]. [No construction costs shall be incurred by the Organization for structural works identified in Article 2, Appendix C Initial Budget Table and as defined in Appendix B Article [select appropriate article 1.5.10a) or 1.6.1a)], without a formal amendment];
- 1.2.2 After written approval from the Department for any transfer that represents an increase or a decrease exceeding [percentage written] percent ([percentage numeric]%) for that budget line item;
- 1.2.3 Without approval from the Department, provided that such transfer remains less than or equal to [percentage written] per cent ([percentage numeric]%) and there is no impact on the scope and nature of the Project;
- 1.2.4 In no case shall budget transfers result in an increase to the Contribution.

1.3 In-Kind Contributions

- 1.3.1 In-kind contributions by the Organization will be recognized as Eligible Costs. The Organization will use the in-kind contribution's fair value as defined in the Policy on Cost-Sharing for Grant and Non-Repayable Contribution Agreements. To be eligible, the in-kind contribution (goods or services) and its valuation must be:
 - a) supported by a commitment from the Organization;
 - b) accepted by the Department; and
 - c) justified and documented at the initial approval or amendment stage.
- 1.3.2 The Organization has agreed to contribute in the following areas towards Project costs, in accordance with the Eligible Costs described in Article 1 of Appendix B Financial Terms.

| In-kind Contribution | Value of in-kind contribution |
|--|-------------------------------|
| [list of in-kind contributions here – all must be detailed by eligible cost] | \$XX |





| In the case of Volunteers/E-Volunteers, please provide the following information: | | | | | | | |
|---|------------------------------|---|----------------------------------|--|--|--|--|
| Number of Canadian Volunteers | Number of working days | Daily deemed in-kind value/ volunteer established for the duration of the Project | Value of in-kind contribution | Number of Canadian volunteer days for indirect/overhead compensation | | | |
| XX | XX | \$XX | \$XX | XX | | | |
| Number of non-Canadian Volunteers | Number of working days | Daily deemed in-kind value/ Volunteer established for the duration of the Project | Value of in-kind contribution | | | | |
| XX | XX | \$XX | \$XX | | | | |
| Number of E- Volunteers | Number of working days | Daily deemed in-kind value/ Volunteer established for the duration of the Project | Value of in-kind contribution | | | | |
| XX | XX | \$XX | \$ XX | | | | |





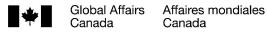
2. Table 1- Initial Project Budget (in Canadian Dollars)

| | | Contribution by Project Partner(s) | | | |
|--|--|------------------------------------|--------|-------------|-------|
| Line | Summary of Eligible Costs | The | Organi | | |
| Items | 3 • • • • • • • • • • • • • • • • • • • | Department | Cash | In- Kind | Total |
| | Remuneration - Organization's employees | | | | |
| 1.1 | a) Organization's employees other than 1.1 b) or 1.2) | \$0 | \$0 | \$0 | \$0 |
| | b) Personnel on long-term assignment overseas | \$0 | \$0 | \$0 | \$0 |
| 1.2 | Remuneration - Local Employees | \$0 | \$0 | \$0 | \$0 |
| | Fees - Subcontractors | | | | |
| 1.3 | Canadian and international Subcontractors | \$0 | \$0 | \$0 | \$0 |
| | Local Subcontractors | \$0 | \$0 | \$0 | \$0 |
| | Subtotal - Fees - Subcontractors | \$0 | \$0 | \$0 | \$0 |
| Sub | total - Category: Remuneration/Fees | \$0 | \$0 | \$0 | \$0 |
| 1.5 | Reimbursable Costs - Eligible for a Fixed Overhead Compensation Rate | | | | |
| 1.5.1 | Travel costs | \$0 | \$0 | \$0 | \$0 |
| 1.5.2 | Benefits and allowable expenses for | | \$0 | \$0 | \$0 |
| 1.5.3 | Cost for Students and Trainees | \$0 | \$0 | \$0 | \$0 |
| 1.5.4 | Other Training costs | \$0 | \$0 | \$0 | \$0 |
| 1.5.5 | Goods, assets and supplies | \$0 | \$0 | \$0 | \$0 |
| 1.5.6 | Administration costs directly related to the Project | \$0 | \$0 | \$0 | \$0 |
| 1.5.7 | Other costs directly related to the Project (list here) | \$0 | \$0 | \$0 | \$0 |
| 1.5.8 | 1.5.8 Deemed value of Canadian Volunteer time (in-kind contribution) | | | \$0 | \$0 |
| 1.5.9 | 1.5.9 Deemed value of Canadian Volunteer time (in-kind contribution) | | | \$0 | \$0 |
| Construction costs (when below 20%): 1.5.10 Structural works Non-structural works | | \$0 | \$0 | \$0 | \$0 |
| Subtotal | - Category : Reimbursable Costs - Fixed Overhead Compensation | \$0 | \$0 | \$0 | \$0 |





| | | Contribution by Project Partner(s) | | | | |
|------------|--|------------------------------------|--------|-------------|-------|--|
| Line | Summary of Eligible Costs | The | Organi | zation | | |
| Items | | Department | Cash | In- Kind | Total | |
| 1.6.1 | Construction costs (when above 20%): Structural works Non-structural works | \$0 | \$0 | \$0 | \$0 | |
| 1.6.2 | Bulk purchases of goods | \$0 | \$0 | \$0 | \$0 | |
| | otal - Category : Reimbursable Costs - egotiated Overhead Compensation | \$0 | \$0 | \$0 | \$0 | |
| 1.7.1 | Flow-through funds | \$0 | \$0 | \$0 | \$0 | |
| 1.7.2 | Large capital expenditures/ Leases of machinery and medical equipment | \$0 | \$0 | \$0 | \$0 | |
| 1.7.3 | 1.7.3 Deemed value of non-Canadian and e-volunteer time (in-kind contribution) | | | \$0 | \$0 | |
| 1.7.4 | Other (identify here) | \$0 | \$0 | \$0 | \$0 | |
| Subtot | al - Category : Reimbursable Costs - No Overhead Compensation | \$0 | \$0 | \$0 | \$0 | |
| Subtotal - | Category: Reimbursable Costs | \$0 | \$0 | \$0 | \$0 | |
| Subtotal: | Eligible Costs | \$0 | \$0 | \$0 | \$0 | |
| 1.8 | Compensation for Indirect/Overhead costs | | | | | |
| 1.8.1 | Fixed rate on 1.1 through 1.5 | \$0 | | | | |
| 1.8.2 | Fixed rate on deemed value of Canadian | | | | | |
| 1.8.3 | Negotiated rate on 1.6.1 | \$0 | | | | |
| 1.8.4 | Negotiated rate on 1.6.2 | \$0 | | | | |
| | Category: Compensation for verhead Costs | \$0 | | | | |
| TOTAL C | ONTRIBUTION TO PROJECT | \$0 | \$0 | \$0 | \$0 | |
| | | φ0 | \$ | 0 | Ψ | |
| TOTAL V | ALUE OF PROJECT | | | | \$0 | |





Appendix D REPORTING REQUIREMENTS

1. Reporting Requirements and Guidelines

- 1.1 The Organization shall submit for approval the reports in accordance with Article 3 Schedule of Reports below. The Organization shall ensure that its reports include all the required information in a format of its choice. The reference financial forms are provided as guidance. The reports shall be prepared in the language of the Agreement unless otherwise agreed to by both Parties.
- 1.2 Guidelines on how to satisfy the narrative reporting requirements specified in this Appendix are available separately in the <u>International Assistance Results Reporting Guide for Partners</u> which includes references to other guides. These guidelines will be kept up-to-date on an evergreen basis and the Organization shall make every effort to adjust its reports in line with evolving requirements as expressed in those guidelines. The Organization shall also consult the <u>Results-Based Management for International Assistance Programming at Global Affairs Canada: A How to Guide (the "How to Guide")</u>. These two sets of guidelines are available on the Department's website at http://international.gc.ca/world-monde/funding-financement/assistance_results_guide_partners-guide_resultats_aide_partenaires.aspx?lang=eng.
- 1.3 All financial reports shall be signed by the Chief Financial Officer or most senior executive responsible for the finances of the Organization or their official delegate holding a professional designation.

2. Multi-Country and Other Multi-Initiative Projects

The Department recognizes the special challenges of reporting on sets of Projects each of which may be of interest in its own right. In such cases, the Department requires that partners find appropriate formulas for distinguishing among sub-projects. In most cases, this will require the submission of a two-part report consisting of an Overview Report (Part I) and a complementary set of country or sub-project reports (Part II). The balance between Part I and Part II will be determined by the specifics of different Projects.

3. Schedule of Reports

| Report Description | Frequency | Due | Period Covered by Report | Reference Financial Forms |
|--|-----------|---|-----------------------------------|------------------------------|
| 4.1 Project Implementation Plan (including First Annual Work Plan) | Once | No later than 90 days after the signature of the agreement | Life of Project and first year | |
| 4.2 Baseline Report | Once | Must be submitted as part of 4.1 - Project Implementation Plan | Life of Project | |
| 4.3 Annual Work Plan | Annually | Within 45 days following the end of the Project year. Within 90 days following the signature of the | One year – forward looking | |





| Report Description | Frequency | Due | Period | Reference Financial Forms |
|---|--|--|--|---|
| | | | Covered by Report | Financial Forms |
| | | agreement for the first year of the Project ¹ | | |
| 4.4 Construction Validation Plan | As needed | Within 45 days prior to the anticipated commencement of the construction works | | |
| 4.5 Environmental Assessment | As needed | Prior to the commencement of any construction works | | |
| 4.6 Budgetary Forecast | [quarterly, semi-annually, annually] | With each advance payment request | Period of the advance [quarter, semester, year] | Budgetary Forecast (Form A); and Request for Advance and Reconciliation (Form D ²) |
| 4.7 Monthly Financial Report for Claim Reimbursement | Monthly | With each monthly claim reimbursement | Previous month | Monthly Financial Report (Form B); and Request for Advance and Reconciliation (Form D) |
| 4.8 Periodic Financial Report | [quarterly, semi-annually, annually] | Within 45 days following period covered by the report | Previous [quarter, semester, year] | Periodic Financial Report (Form B): and Budgetary Forecast (Form A): |
| 4.9 Progress Report on Construction | [semi- annually, annually] | Should accompany the Project Operations Report | April 1 st to September 30 th ; October 1 st to March 31 st or April 1 st to March 31st | |
| 4.10 Project Operations Report | [semi- annually, annually] | Within 45 days following period covered by the report | April 1 st to September 30 th ; October 1 st to March 31 st or April 1 st to March 31st | |

^{1.} For the purpose of the Agreement, Project year is defined as the 12-month period of April 1st to March 31st.





^{2.} Please note that the issuance of advance payments is subject to the account of advances through cash-based financial reports in accordance with the terms of payment described in Appendix B.

| Report Description | Frequency | Due | Period Covered by Report | Reference Financial Forms |
|--|-----------------------------------|--|---|--|
| 4.11 Project Results Report | Annually | Within 45 days of the end of the Project year | April 1 st to March 31 st | |
| 4.12 Financial Statements | [quarterly, annually] | Within 6 months following end of Organization's fiscal year (or Within 45 days following the end of the Quarter) | Organization's previous fiscal year (or previous quarter) | |
| 4.13 Disposal of Assets Plan | Once | No later than 90 days prior to the end of the Project activities | | |
| 4.14 Final Results and Operations Report | Once, at Project completion | Within 45 days from the end of Project activities and at least 60 days before the expiry of the agreement | Life of Project | |
| 4.15 Final Financial Report | Once, at Project completion | Must be submitted with the Final Results and Operations Report | Life of Project | Final Financial Report (Form C); and |
| | | | | Request for Advance and Reconciliation (Form D) |

Note: The forms referenced in this Appendix are available on the Department's website at the following address: http://www.international.gc.ca/gac-amc/forms-formulaires.aspx?lang=eng

4. Specific Requirements for Each Report

4.1 Project Implementation Plan

- 4.1.1 The Project Implementation Plan (PIP) describes how the Organization intends to implement the Project over the entire duration. It should update Project information, validate the Project design and provide new information not fully covered in earlier documents. The PIP provides confirmation that all stakeholders are in agreement with respect to Project design. Approval of the PIP by the Department enables the Organization to begin full implementation of Project activities with the Contribution. Until the PIP is approved, implementation of project activities other than those related to the development of the PIP, require prior approval by the Department.
- 4.1.2 The PIP and the First Annual Work Plan form one document that should not exceed 30 pages (excluding annexes). Unless otherwise specified, all sections outlined below should cover the entire Project duration. Information on how the Organization will address Gender Equality, Human Rights, Environmental Sustainability and Innovation (as applicable) should be fully integrated in each section. The document should include but not be limited to the following sections:
 - a) Project Summary

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- b) Theory of Change (grounded in the findings of the gender equality, human rights and environmental sustainability analyses as relevant) and the Logic Model. This also includes any risks and risk mitigations³ (for information on risk methodology visit http://international.gc.ca/world-monde/funding-financement/risk_management-gestion_risques.aspx?lang=eng).
- c) Reach: Describe who will benefit from the Project, including the number of beneficiaries (direct and indirect) and intermediaries⁴. Every effort should be made to disaggregate by sex (f/m) and, where appropriate, by other identity factors relevant to the Project
- d) Outcome-Based Schedule
 - i) To sub-activity level for year 1 of Project
 - ii) To activity level (by year for entire Project duration)
- e) Results-Based Monitoring and Evaluation Plan. A results-based monitoring and evaluation plan is a detailed plan that expands on the performance measurement framework and specifies the logistics, budgets and other operational details of data collection and analysis.
- f) Project Management and Governance, including management structure, partnerships and roles and responsibilities of individual Project stakeholders and Project Committees.
- g) Gender Equality Strategy
- h) Communications Strategy to publicize Project achievements and/or to acknowledge the Department's Contribution (for entire project duration). The strategy shall include the following: target groups in Canada and the Recipient Country, including Project stakeholders, estimated target population and planned communication methods. The <u>Visibility and Recognition Activities Planning Form</u> (for entire Project duration; and for the first year) shall be included with the communications strategy.
- i) Annexes
 - i) Fully completed Performance Measurement Framework (PMF), including all Baseline Data in accordance with Sub-article 4.2 below.
 - i) Budget by line item ⁵ (using the budget approved in Appendix C of the Contribution Agreement) which would include:
 - Forecasts for the entire Project duration broken down by year, including the contributions of the Organization (in-kind and cash).
 - All expenses requiring prior Department approval in accordance with Appendix B – Financial Terms.

4.2 Baseline Report

4.2.1 Baseline data provides a specific value for all indicators in the Performance Measurement Framework (PMF) at the start of the project. Baseline data: (i) informs the establishment of realistic and achievable targets; (ii) provides a point of reference against which progress on or towards the achievement of outcomes will be assessed, monitored and evaluated; and, (iii) informs project implementation.

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^{3.} When a risk event occurs, real time reporting is required with respect to the risk in terms of causation, current and potential effect, risk response measures and the roles of responsible parties. In such circumstances, the Organization must immediately inform the Department in writing.

^{4.} Intermediaries reached may be measured in terms of people or organizations, as relevant to the Project.

The Organization is responsible for ensuring adequate financial resources are allocated to support the integration of gender equality, human rights, environmental sustainability and/or innovation, as relevant.

- 4.2.2 Baseline data provided in the PMF must be accompanied by a narrative explanation of how the baseline data was collected, analyzed and validated. The explanation should also clearly indicate baseline data limitations. This narrative is necessary to demonstrate the credibility of the baseline data set and must be included in the Results-Based Monitoring and Evaluation Plan section of the PIP described under Sub-article 4.1 above.
- 4.2.3 Baseline data associated with results statements where women and/or girls are integrated must be sex-disaggregated and/or gender-sensitive.
- 4.2.4 Baseline data should be disaggregated by other variables such as age, ethnicity, socio-economic status, geographic area or any other category relevant to the project.
- 4.2.5 Baseline data should be validated and signed off by country or regional partners. normally as part of the PIP elaboration and/or validation process.

4.3 **Annual Work Plan**

- 4.3.1 Work Plans will be submitted on an annual basis and are used to define and obtain the Department's approval for specific Project implementation activities. At the end of the Project year, it provides a basis to assess performance against plans. Any updates or proposed changes to elements of the PIP (reach, project management and governance, management considerations etc.) must be identified in the work plan.
- 4.3.2 Information on how the Organization will address Gender Equality, Human Rights, Environmental Sustainability and/or Innovation (as applicable) should be fully integrated in each section outlined below. The annual work plan should be a standalone document of no more than 20 pages (excluding annexes), cover a period of one year, and include but not be limited to the following sections:
 - a) Outcome-Based Schedule (to sub-activity level)
 - b) Budget Variances
 - i) Any expected salary increases for the Project year
 - ii) Expenses and transfers among budget categories that require the Department's prior written approval
 - c) Communications activities to publicize Project achievements and/or to acknowledge the Department's Contribution. This shall include the following: target groups in Canada and the Recipient Country, including Project stakeholders, estimated target population and planned communication methods. The Visibility and Recognition Activities Planning Form shall be included.
 - d) Budget by line item (using the budget approved in Appendix C Project Budget of the Contribution Agreement), which would include:
 - i) Expenditures to date, including the contributions of the Organization (in-kind and/or cash).
 - ii) Remaining budget
 - iii) Forecast for the current year, including the contributions of the Organization (in-kind and/or cash)
 - e) Logic Model, only if changes made.
 - f) Performance Measurement Framework (PMF), only if changes made

- g) Updated risk information⁶, only if changes made
- h) Gender Equality Strategy, only if changes made

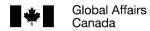
4.4 Construction Validation Plan

For each construction work, as defined in Sub-Article 1.5.10 or 1.6.1 of Appendix B – Financial Terms, the Organization shall seek written approval from the Department through the submission of a Construction Validation Plan covering the following elements, prior to initiating construction:

4.4.1 Structural works

- a) A list of all construction works for each site, a clear description of the construction process, including roles and responsibilities of the Organization, local partner, professional resources, subcontractors and others (if required) for the whole construction activity cycle;
- b) Identification and justification of building code and/or standard and technical norms to be used, land registry information (if required), list of all required permits at all levels of government (if applicable). The Organization must demonstrate that all permits and the right to undertake the works, where applicable, have been obtained prior to the beginning of the construction works;
- A detailed budget containing labour, materials, equipment costs and professional services;
- d) An estimated construction schedule detailed by step;
- e) Environmental mitigation and enhancement measures for the construction activities, including an analysis of potential environmental risks associated with construction, as determined in the environmental assessment, in accordance with Article 8 of the Articles of Agreement and described in Sub-Article 4.5 below;
- f) A detailed construction procurement plan;
- g) A quality control and monitoring plan for construction, which shall set out the various steps, control measures put in place during construction activities, including but not limited to: building code and/or standard and technical norms to be used, survey/location documents, land related documents, environmental aspects and environmental risk management, health and safety plan for construction activities and sites, receiving and storage of equipment (if required), construction method (if required), material quality/geotechnical testing, monitoring plan during construction, strategy for cost control to ensure value for money of construction works; inspection schedule of the works; commissioning and associated training of personnel (if required);
- h) Identification of a "competent authority", as defined in Sub-Article 11.1.4 of the Articles of Agreement, for construction reporting purposes.
- 4.4.2 The Organization must also be prepared to submit, at the Department's request, copies of the plans and specifications for each structural work validated, if appropriate, by a "competent authority" as well as any other information in relation to the works of construction. These plans and specifications must be in accordance with Sub-Article 11.1 of the Articles of Agreement.

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^{6.} When a risk event occurs, real time reporting is required with respect to the risk in terms of causation, current and potential effect, risk response measures and the roles of responsible parties. In such circumstances, the Organization must immediately inform the Department in writing.

4.4.3 Non-structural works

The Organization shall submit, for each site, a list of all non-structural works; a detailed budget containing labour, materials, equipment costs and professional services; and an estimated schedule.

4.4.4 Guarantee

The Organization shall confirm the specific period of the guarantee of all performance risk related to any works of construction. At a minimum, such period shall be for twelve (12) months following issuance of the Certificate of Completion or as stipulated in Article 11.1.1 of the Articles of Agreement.

4.5 **Environmental Assessment**

The Organization shall provide the documentation specified under Sub-Article 8.16 of the Articles of Agreement.

4.6 **Budgetary Forecast**

The Budgetary Forecast (Form A) shall provide detailed estimates of Eligible Costs for the period of the advance presented by the budget lines defined in Appendix C – Project Budget and any subsequent amendment, and shall accompany each "Request for Advance and Reconciliation" (Form D).

4.7 **Monthly Financial Report for Claim Reimbursement**

The Monthly Financial Report shall provide summary progress on Project operations for the previous month. The financial report shall accompany the "Request for Advance and Reconciliation" (Form D), shall include the information identified in Form A and the information shall be presented by the budget lines defined in Appendix C - Project Budget and any subsequent amendment, including:

- a) the actual cumulative contribution of the Organization (cash and/or in-kind) and contributions received from other sources;
- b) actual costs incurred for the completed month, as compared to the forecast;
- c) project-to-date actual costs as compared to Project budget;
- d) year-to-date costs as of the date of the report, and updated forecast for the remaining months of the current Project year and the first month of the following Project year; and
- e) analytical comments on financial information concerning variances between forecast and actual expenditures, as they relate to successes or problems encountered in implementing activities and actions taken.

4.8 **Periodic Financial Report**

The Periodic Financial Report shall include the financial information set out in Form A and Form B, presented by the budget lines defined in Appendix C - Project Budget and any subsequent amendment, including:

- a) the actual cumulative contribution of the Organization (cash and/or in-kind);
- b) actual costs incurred for the period of the report, as compared to the forecast;
- c) Project-to-date actual costs as compared to Project budget;
- d) year-to-date costs as of the date of the report, and updated forecast for the remaining period of the current Project year and the first period of the following Project year; and

- e) analytical comments on financial information concerning variances between forecast and actual expenditures, as they relate to successes or problems encountered in implementing activities and actions taken;
- f) on an annual basis, a list of the other sources of funding for the Project year just completed. The <u>Total Funding Declaration</u> form can be used for this purpose.

4.9 Progress Report on Construction

A Progress Report on Construction describes the degree of progress of the construction according to the approved Construction Validation Plan.

- 4.9.1 For structural works, a Progress Report on Construction must be:
 - a) Reviewed and signed off by a "competent authority", (as determined through the approval of the Construction Validation Plan); and
 - b) Annexed to each Project Operations Report [Semi-annual, annual] submitted to the Department.
- 4.9.2 For non-structural works, progress reporting should be integrated, where applicable, in the body of each Project Operations Report [Semi-annual, annual] submitted to the Department.

4.10 Project Operations Report

4.10.1 The report shall include all the information regarding the *Project Operations Report* as set out in the International Assistance Results Reporting Guide for Partners.

4.11 Project Results Report

4.11.1 The report shall include all the information regarding the annual *Project Results Report* as set out in the <u>International Assistance Results Reporting Guide for Partners</u>. In addition to requirements expressed in those guidelines, the Organization shall submit the <u>Visibility and Recognition Activities Report Form</u> with its communications appendix.

4.12 Financial Statements

- 4.12.1 [Optional: The Organization shall provide the Department with its quarterly interim financial statements no later than 45 days after each quarter].
- 4.12.2 The Organization shall provide the Department with a copy of its annual [audited, reviewed] financial statements no later than six (6) months following the end of the Organization's fiscal year;
- 4.12.3 Upon request from the Department, the Organization shall provide any other financial document, as required;
- 4.12.4 Financial statements shall be sent electronically to frau-uerf@international.gc.ca, with a copy to the Department Representative identified in the Agreement. Should the documents be sent by regular mail, two copies shall be forwarded to the Department, one to FRAU at 125 Sussex Drive, Ottawa, Ontario K1A 0G2 CANADA and the other to be sent to the identified Department Representative at the address specified in the Agreement.

4.13 Disposal of Assets Plan

As per Article 11 – Procurement and Disposal of Assets of the General Terms and Conditions, and no later than ninety (90) days prior to the end of the Project activities, the Organization shall submit a Disposal of Assets Plan to the Department for approval.





4.14 Final Results and Operations Report

4.14.1 The report shall include all the information regarding the *Final Results and Operations Report* as set out in the <u>International Assistance Results Reporting Guide for Partners.</u>
In addition to requirements expressed in those guidelines, the Organization shall submit the <u>Visibility and Recognition Activities Report Form</u> with its communications appendix.

4.15 Final Financial Report

- 4.15.1 The report shall include the following information:
 - a) Accounting of Project funds: actual total disbursements presented on the basis of the line items defined in Appendix C - Project Budget and any subsequent amendment, compared with budget estimates. The report shall include the information set out in <u>Form C</u>. It will Include a brief analysis of initial budget forecasts as set out in Appendix C – Project Budget to the Agreement, compared to actual disbursements, for the Project as a whole.
 - b) A Request for Advance and Reconciliation (Form D), if applicable, to support the final payment.
 - c) A declaration of any other sources of funding for this Project, in addition to the funds received under this Contribution Agreement, including the contribution of the Organization. The Total Funding Declaration form can be used for this purpose.
 - d) A list of all Subcontractors by services provided.
 - A certificate stating that the Organization's financial obligations to employees, Subcontractors or suppliers in respect of the Department's Contribution to the Project have been fully discharged.
 - f) Drug Donations: where relevant, a final specific report showing that the Organization complied with all the principles and requirements of the WHO with regards to drug donations.
 - g) Intellectual Property Rights: Description of each of the intellectual property rights subject-matters created under the Agreement, designate the persons licensed or to be licensed in the territory in which the Project is executed, describe the copies of subject-matters to be delivered to such persons and those to be delivered to the Department, identify the holders of rights in subject matters created under or outside the Agreement and serving as components or complements thereof, and provide contact information (names and addresses) for these holders.
 - h) Distribution and transfer of Project Assets.
 - Completion of Construction Works: Provide a Certificate of Completion that attests to the completion of all construction work. For structural works, this certificate shall be issued by the "Competent authority".

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