

CONTRIBUTION AGREEMENT

BETWEEN: the Government of Canada, represented by the Minister for International Cooperation, acting through the Canadian International Development Agency (hereinafter "CIDA");

AND: Help & Shelter, represented by its authorized representative ("the Organization");

Whereas CIDA has developed a Canada-Caribbean Gender Equality Program with the stated goal of increasing opportunities for women in Caribbean countries to participate fully and equitably in the sustainable development of their societies; and

Whereas the Organization, actively working towards the same goal, has developed a project proposal whose results will enhance the achievement of this goal in Guyana;

Now therefore, CIDA and the Organization have agreed to the following:

1. CIDA will make a contribution to the Organization to a maximum amount of **Eight million, four hundred and seventy six thousand, five hundred Guyanese dollars (G \$8,476,500)** under the following conditions:
 - (a) the Organization shall use the contribution solely for the implementation of the Project "Counseling, Counseling Training and Organizational Capacity Building" ("the Project") as described in:
 - (i) the Organization's proposal, dated 17 May and revised 25 June, 2009, which is included in Appendix 1; and
 - (ii) any amendments to the Organization's proposal noted in Appendix 1;
 - (b) the Organization shall implement the Project in accordance with the terms and conditions specified in this Agreement, including the requirement that
 - (i) expenses be consistent with the allowable budgeted costs set forth in Appendix 2;
 - (ii) the Project be completed by six months after receipt of first advanced payment.
2. The CIDA contribution will be paid to the Organization in the following manner:
 - (a) upon execution of this Agreement, an advance of Seven million, six hundred and twenty-eight thousand, eight hundred and fifty Guyanese dollars (G\$7,628,850).
 - (b) upon receipt of the final narrative and financial report, an amount of Eight hundred and forty-seven thousand, six hundred and fifty Guyanese dollars (G\$847,650). CIDA will make no payment until this report has been accepted;
3. Any interest accrued on unutilized or uncommitted funds received from CIDA shall be reported to CIDA and used for implementation of the Project. The Organization shall follow the usual investment practices in the management of such funds, until spent or refunded to CIDA.
4. The Organization shall maintain financial records and supporting documentation, including original invoices in respect of the use of the CIDA contribution.

5. The Organization shall provide the Periodic Project Report in the format described in Appendix 3.
6. The Organization shall provide an End of Project Report in the format described in Appendix 4 and within 1 month following completion of the Project.
7. The financial report submitted to CIDA shall be certified by the Comptroller of the Organization or a private auditor.
8. The original invoices/receipts are to be kept on file. Copies of all invoices/receipts shall be provided to CIDA when reporting is done.
9. The Organization shall, with its final and financial report, refund any moneys which have not been used to implement the Project by means of a cheque sent to CIDA and made to the order of the Receiver General for Canada.
10. The Organization shall retain for at least 2 years following the completion of the Project all relevant records and statements for review and audit purposes by CIDA.
11. The Organization shall facilitate access to its premises for CIDA authorized representatives for evaluation or audit purposes. CIDA will be entitled to obtain such access whenever it deems necessary during the Project and within the two years following the completion of the Project.
12. When appropriate, the Organization will publicly acknowledge CIDA's support for the Project in its publications, speeches, press releases or otherwise.
13. Any written communication between CIDA and the Organization with respect to this Agreement shall be sent by letter or facsimile transmission to the following addresses:
 - 13.1 For CIDA:
 - Head of Aid
 - Canadian High Commission
 - Young and High Streets
 - Kingston
 - Georgetown
 - 13.2 For the Organization:
 - Help & Shelter
 - Homestretch Avenue
 - Durban Park
 - Georgetown
14. This Agreement may be modified solely by a written amendment, signed by the Government of Canada and the Organization.
15. CIDA may, by written notice to the Organization, terminate or suspend the application of all or part of this Agreement. The termination or suspension takes effect on the date stipulated in the notice from CIDA. As a result of termination or suspension, the Organization may claim from CIDA only the reimbursement of expenses actually incurred by the Organization until the termination or suspension, less the sums already paid in this regard, provided said expenses were incurred to implement the Project, according to the terms and conditions specified in this Agreement.

16. The Organization shall indemnify and save harmless the Government of Canada from and against all claims, demands, losses, damages, costs and expenses which arise or may arise against the Government of Canada for reason that they derive from the implementation of the Project.
17. The Organization shall not assign any of its rights under this Agreement without the written consent of CIDA.
18. Any payment to be made by CIDA is subject to the Parliament of Canada having voted the necessary appropriations for the fiscal year in which the payment is to be made.
19. No member of the Canadian House of Commons or Senate may be admitted to this Agreement or to any benefit to arise therefrom.
20. This Agreement, together with Appendices 1, 2, 3 and 4 which form an integral part hereof, constitutes the entire Agreement between CIDA and the Organization with respect to the Project.
21. This Agreement comes into force and takes effect at the date of the last signature.

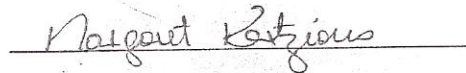
In witness whereof, this Agreement has been signed for the Government of Canada and for the Organization by their respective authorized signatories.

For the Government of Canada

For the Organization



Brett Maitland
Head of Aid


.....Coordinator.....

Date of signature: July 8, 2009

Date of signature: 9 July 2009

- Appendix 1: Project Description
- Appendix 2: Budget
- Appendix 3: Format for Periodic Report
- Appendix 4: Format for End of Project Report