

MASTER AGENCY AGREEMENT

B E T W E E N:

XXXXXXXXXX,

a Canadian Non Share Capital Organization.
(hereinafter referred to as the "Principal")

OF THE FIRST PART

AND:

YYYYYYYYYYY,

an American 501(c)(3) Organization.
(hereinafter referred to as the "Agent")

OF THE SECOND PART

WHEREAS: The Principal is a charity registered with the Canada Revenue Agency under the Canadian Income Tax Act, R.S.C. 1985; and

WHEREAS: The Agent is an American 501(c)(3) organization founded for the purpose of education

WHEREAS: The Principal wishes to carry out certain projects in the United States as set out herein, and wishes to engage the Agent as its agent to carry out such projects on its behalf.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. Terms of Engagement

1.1 The Principal hereby engages the Agent as its agent to carry out those projects specifically set out from time to time in Schedule C (collectively the "Projects" and each a "Project"), and the Agent agrees to act as such agent strictly in accordance with the terms of this Agreement.

- 1.2 A Project shall be added to Schedule C by one party proposing in writing a Project to the other party and the other party accepting such proposed Project in writing.
- 1.3 On behalf of the Principal, the Agent shall carry out the Projects set out from time to time in Schedule C.
- 1.4 The Agent agrees that it will at all times carry out its duties and obligations under the Agreement so as to strictly comply with the charitable nature of the objects of the Principal as described in Schedule A.
- 1.5 The Agent shall not have the authority to do any act on behalf of the Principal or to bind the Principal except as specifically authorized by the terms hereof.
- 1.6 Any construction, work or operation of any kind whatsoever performed by an Agent pursuant to this Agreement shall be performed only in strict compliance with all governing laws, statutes or ordinances. IN PARTICULAR, THE AGENT SHALL NOT APPLY ANY OF THE RESOURCES OF THE PRINCIPAL TO THE DIRECT OR INDIRECT SUPPORT OF TERRORISM. THE AGENT ALSO REPRESENTS AND WARRANTS THAT IT DOES NOT SUPPORT AND HAS NEVER SUPPORTED AND WILL NOT IN FUTURE SUPPORT, DIRECTLY OR INDIRECTLY, ANY TERRORIST ACTIVITIES OR TERRORIST GROUPS.

2. Accounting of Funds

- 2.1 The Principal and the Agent shall maintain full and complete books and records of all receipts and disbursements of any funds received from the Principal. A complete record of all agreements, deeds, vouchers, receipts and invoices with respect to each Project shall be maintained by the Principal and the Agent shall ensure that the relevant documents are forwarded to the Principal on a quarterly basis.
- 2.2 All expenditures of the Principal made by and through the Agent shall remain segregated and apart from the Agent's own expenditures so that the role of the Principal in any particular activity or program is separately identifiable as the charitable activity of the Principal.
- 2.3 The Principal shall not be obligated to provide any funds for any of the purposes set out herein other than amounts required to reimburse the Agent for costs incurred on behalf of the Principal. The Principal shall only make payment for a Project to the Agent by instalments and only upon confirmation (by means of the reports provided for in article 3 hereof) that funds previously provided for such Project have been applied in accordance with this Agreement by the Agent.
- 2.4 A budget for each Project shall be established on or before the beginning of each fiscal year. Each budget shall set out the Principal's plan for each fiscal year for spending on both capital costs and on operating costs, and shall indicate how such funds are to be spent. The Agent may make recommendations regarding a budget for any upcoming year but the Principal shall have the sole and final responsibility for establishing its expenditure under each budget. Money received by the Agent from the Principal in accordance with this Agreement shall be carefully disbursed only in strict accordance

with the relevant budget (as amended from time to time by the Principal). However, the Principal shall not be obligated to make available to the Agent for disbursement any of the funds which are provided for in a budget.

- 2.5 The Agent agrees that it shall not be entitled to receive any remuneration for the services provided in accordance with the terms of this Agreement other than the remuneration provided for in this Agreement. The Agent shall be entitled to be reimbursed for its out-of-pocket costs for administering the funds of the Principal or supervising a Project of the Principal including the audit of its accounts relating to the funds of the Principal held by the Agent. Reimbursement shall be completed either by reimbursement for specific costs relating to the Project or by reimbursement based on a percentage of the funds of the Principal used for the Project. In the case of reimbursement for specific costs, the Agent shall submit a list of specific costs with accompanying receipts. In the case of percentage reimbursement, this percentage is to be agreed upon between the Principal and the Agent.
- 2.6 The Principal may request permission at any time to inspect any books, records, or accounts kept by the Agent which relate to the Agent's duties and obligations hereunder, and also to inspect any physical assets the acquisition of which was financed by the Principal and which are therefore hereby acknowledged to be owned beneficially by the Principal.

3. Reporting Requirements

- 3.1 The Agent shall provide to the Principal on a quarterly basis, a Financial Accounting Report on the administration and application of the funds of the Principal on each Project in which the Agent is involved. Each periodic report will show the receipts and disbursement of any funds received from the Principal under the control of the Agent during the reporting period as well as a comparison of budgeted expenditures for capital and operating costs with actual expenditures for these items.
- 3.2 The Agent shall provide to the Principal on a quarterly basis written reports summarizing the activity engaged in on behalf of the Principal by the Agent during the reporting period on each Project. Specifically each report will include detailed Project-specific operational reporting, including such items as photos, minutes of meetings and other relevant records.

4. Indemnity

- 4.1 The Agent hereby irrevocably and unconditionally agrees to defend, indemnify, hold harmless, release, waive, discharge and covenant not to sue the Principal and its affiliates, subsidiaries, divisions, members, directors, officers, employees and agents (herein the "Releasees"), for and from all claims of any nature relating in any way to a Project, now or hereafter existing whether known or unknown, including but not limited to, all liability to the Agent, its volunteers and personnel, or other third parties, on account of injury or death or injury to the property to any of the volunteers or personnel of the Agent or other third persons, whether caused by the negligence of Releasees or otherwise while the Agent and its volunteers and personnel are participating in a Project.

- 4.2 Immediately upon a party becoming aware of any claim or potential claim which could give rise to an indemnity obligation pursuant to this agreement (a "Claim"), the party shall notify the other party of such Claim.

5. General Terms

- 5.1 This Agreement will be in force and have effect from _____, 200__ until it is superseded or replaced by a subsequent agreement or until it is terminated by the Agent upon giving thirty day's written notice or by the Principal immediately upon giving written notice. In the event of termination, the Agent shall refund to the Principal any monies advanced by the Principal and not expended in accordance with the approved guidelines and intentions of the Principal as stated in this Agreement or in any other written instructions made by the Principal to that Agent.
- 5.2 This Agreement supersedes and invalidates all other commitments, representations and warranties which may have been made between the parties either orally or in writing prior to the date hereof, and all of which shall become null and void from the date this Agreement is effective.
- 5.3 This Agreement shall be binding on the successors of the parties.
- 5.4 This Agreement shall not be assignable by the Agent without the prior written consent of the Principal.

This Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada.

IN WITNESS WHEREOF this agreement has been executed on the
day of _____, 200__.

XXXXXXXXXXXX

Per: _____ c/s

Address:

Canada

Tel:

Fax:

IN WITNESS WHEREOF this agreement has been executed on the
day of _____, 20 __.

XXXXXXXXXXXX

Per: _____ c/s

Address:

Tel:

Fax:

SCHEDULE A

Charitable Purposes of

DRAFT

SCHEDULE B

Charitable Mission of

DRAFT

SCHEDULE C

Project Name	Project Description
Project 1	XXXXXXXXXXXXXXXXXXXX