

CONTRIBUTION AGREEMENT

Reference D030066

This Contribution Agreement made:

BETWEEN: Her Majesty the Queen in Right of Canada, herein represented by the Department of Foreign Affairs and International Trade (hereinafter referred to as "**DFAIT**");

AND: Ministry of Foreign Affairs of the Republic of Lithuania (hereinafter referred to as "**the Ministry**")

WITNESSETH THAT:

1. THE PROJECT

1.01 **The Ministry** will undertake to use this contribution to conduct a regional seminar aimed at universalization of the Ottawa Convention in Vilnius as a lead up to the Nairobi Review Conference.

2. THE CONTRIBUTION

2.01 Subject to the provisions of this Contribution Agreement, DFAIT will make a contribution ("the Contribution") to **the Ministry** with respect to the Project, a sum not to exceed litas 96,700 (approximately Euro 28,000, CAD 46,049). **The Ministry** shall apply these funds against the specific budget items outlined in Annex C and will seek any additional funding required from other sources.

2.02 The Contribution will be used by **the Ministry** to implement the Project in accordance with the provisions of this Contribution Agreement and with the terms specified in Annexes "A", "B" and "C" which form an integral part of this Contribution Agreement.

2.03 **The Ministry** shall take part in this Project according to the conditions described in the Contribution request and accepted by DFAIT as specified in Annex "A" of the present Contribution Agreement.

2.04 The amount of this Contribution Agreement is definitive. It is further agreed that DFAIT will not be responsible for any deficit incurred by **the Ministry** or any other person associated with the Project.

2.05 The Contribution Agreement shall be paid by DFAIT in accordance with the Terms of Payments set forth in Annex "B".

2.06 **The Ministry** shall, between the effective date of this agreement and 30 June 2004 perform and complete with care, skill, diligence and efficiency the services that are described in the Contribution Agreement and attachments hereto.

2.07 DFAIT retains the right to an audit even though an audit may not be performed.

2.08 This Agreement is not for the consideration of a supply to the Crown, and as such, the Goods and Services Tax does not apply to any payment made under this Contribution.

2.09 DFAIT retains the right to hire an external monitor and/or evaluator.

3. RECORDS

3.01 **The Ministry** shall keep proper accounts and records of the cost of the work and of all expenditures or commitments including the invoices, receipts and vouchers, which shall at reasonable time be open to audit and inspection by the authorized representatives of DFAIT who may make copies and take extracts therefrom.

3.02 **The Ministry** shall afford facilities for audit and inspection and shall furnish the authorized representatives of DFAIT with such information as DFAIT may from time to time require with reference to the documents

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referred to herein.

- 3.03 **The Ministry** shall not dispose of the documents referred to herein without the written consent of DFAIT but shall preserve and keep them available for audit and inspection for such period of time as may be specified elsewhere in the contract or, in the absence of such specification, for a period of five years following completion of the work.

4. PAYMENTS AND FINANCIAL REPORTS

- 4.01 Progress and final reports on the Project and the budget will be prepared and presented to DFAIT in accordance with the schedule set forth in Annex "A" and "B". These reports are to be signed by the chief executive officer or his or her representative.
- 4.02 The contribution of 96,700 litas is based upon the total cost of the project being 196,003 litas. If subsequently determined that the legitimate costs of the project total a lesser value than the original figure then the recipient will be required to refund a prorated version of the difference.
- 4.03 **The Ministry** will return to the Receiver General of Canada via DFAIT funds that are not disbursed or accounted for, under the terms of the Project agreed to by DFAIT.

5. ANNOUNCEMENTS AND CEREMONIES

- 5.01 Where appropriate, **the Ministry** will acknowledge the Contribution in any reference made by it with respect to the program in publications, speeches, press releases or other similar matters.

6. TERMINATION OR SUSPENSION

- 6.01 DFAIT may, by giving notice to **the Ministry**, terminate or suspend the work with respect to all or any part or parts of the work not completed. More particularly, DFAIT may withhold or cancel any payments under this Contribution Agreement if **the Ministry** does not use the Contribution in accordance with the provisions of this Agreement. All work completed by **the Ministry** to the satisfaction of Her Majesty before the giving of such notice shall be paid for by Her Majesty in accordance with the provisions of the Contribution Agreement and, for all work not completed before the giving of such notice, Her Majesty shall pay **the Ministry's** financial obligations as determined under the provisions of the Contribution Agreement.
- 6.02 In addition to the amount which **the Ministry** shall be paid in the above paragraph, **the Ministry** shall be reimbursed for **the Ministry's** financial obligations related to the cancellation of obligations incurred by **the Ministry** pursuant to such notice and obligations incurred by or to which **the Ministry** is subject with respect to the work.
- 6.03 Payment and reimbursement under these provisions shall be made only to the extent that it is established to the satisfaction of DFAIT that the financial obligations were actually incurred by **the Ministry** and that the same are fair and reasonable and are properly attributable to the termination or suspension of the work or the part thereof so terminated.
- 6.04 **The Ministry** shall not be entitled to be reimbursed any amount which, taken together with any amounts paid or becoming due to **the Ministry** under this agreement, exceeds the budgeted amount applicable to the work of the particular part thereof.
- 6.05 **The Ministry** shall have no claim for damages, compensation, loss of profit, allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by DFAIT under these provisions except as expressly provided therein.
- 6.06 If at the time of termination of the work **the Ministry** has been paid an amount that, in the opinion of DFAIT exceeds the value of the work performed by **the Ministry**, to the date of termination, **the Ministry**

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shall forthwith, refund the excess, upon demand by DFAIT.

7. COMPLIANCE

- 7.01 DFAIT may withhold or cancel any or all payments to be made by DFAIT in accordance with Annex "B" if **the Ministry** fails to use the Contribution Agreement exclusively for the Project and in accordance with the provisions of this Contribution Agreement.

8. BUDGET REVIEW

- 8.01 If the Government of Canada directs DFAIT to proceed with a re-examination of its budget for the purpose of effecting reductions for specific financial years, this Contribution Agreement will be reviewed accordingly.

9. INDEMNIFICATION

- 9.01 **The Ministry** shall indemnify and save harmless Her Majesty and DFAIT from and against all claims, losses, damages, costs, expenses, actions and other proceedings, made, sustained, brought, prosecuted, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any negligent act, omission or delay on the part of **the Ministry**, **the Ministry's** servants or agents in performing the work or as a result of the work.
- 9.02 **The Ministry** shall indemnify Her Majesty and DFAIT from all costs, charges and expenses whatsoever that Her Majesty sustains or incurs in or about all claims, actions, suits and proceedings for the use of the invention claimed in a patent, or infringement or alleged infringement of any patent or any registered industrial design or any copyright resulting from the performance of **the Ministry's** obligations under the Contribution Agreement and in respect of the use of or disposal by Her Majesty of anything furnished pursuant to the Contribution Agreement.
- 9.03 **The Ministry's** liability to indemnify or reimburse Her Majesty under the contract shall not affect or prejudice Her Majesty from exercising any other rights under law.

10. REPRESENTATIVES/NOTICE

- 10.01 For purposes of the Contribution Agreement and any notices hereto, DFAIT hereby designates Ross Hynes, Ambassador for Mine Action. Any notice or communication shall be addressed to john-eric.macbride@dfait-maeci.gc.ca
- 10.02 For purposes of this Agreement and any notices hereto, **the Ministry** hereby designates Mr. Darius Jurgelevicius, Undersecretary of the Ministry of Foreign Affairs. Any notice or communication shall be addressed to dainius.baublys@urm.lt
- 10.03 Where in the Contribution Agreement any notice, request, direction, or other communication is required to be given or made by either party, it shall be in writing and is effective if delivered in person, sent by registered mail, by telegram, or by telex/facsimile addressed to the party for whom it is intended at the address mentioned in the Contribution Agreement and any notice, request, direction or other communication shall be deemed to have been given if by registered mail, when the postal receipt is acknowledged by the other party; by telegram, when transmitted by the carrier; and, by telex/facsimile when transmitted. The address of either party may be changed by notice in the manner set out in this provision.

11. EVALUATION

- 11.01 Results of all evaluations carried out by **the Ministry** with funds from the DFAIT Contribution will be communicated to DFAIT.

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12. GENDER EQUITY

- 12.01 **The Ministry** shall in its reports to DFAIT indicate the manner in which women will benefit from and participate in its development activities. **The Ministry** is required by DFAIT to reflect this concern in its planning and program implementation.

13. AMENDMENT

- 13.01 No amendments of the Contribution Agreement nor waiver of any of the terms or conditions will be deemed valid unless affected by a written amendment.

14. LAW

- 14.01 This Agreement shall be governed by and construed in accordance with international laws.

15. CONFLICT OF INTEREST

- 15.01 It is a term of this Agreement

- (1) that no public office holder who is not in compliance with the post-employment provisions of the conflict of interest and Post-Employment Code for Public Office Holders shall derive a direct benefit from this Agreement;
- (2) that during the term of the Agreement any persons engaged in the course of carrying out this Agreement shall conduct themselves in compliance with the principles of the conflict of interest and Post-Employment Code for Public Office Holders. Should an interest be acquired during the life of the Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Contractor shall declare it immediately to the Departmental Representative.

16. INTEREST ON ADVANCES

- 16.01 All advances paid under this agreement shall be deposited in an interest-bearing bank account of a commercial banking establishment and accounted for separately by **the Ministry**. Interest on outstanding balances in these accounts shall be accrued at rates set by the commercial banks according to the standard practices in respect of such accounts. The interest so accrued shall be reported to DFAIT in the financial reports. The decision on disposition of such interest shall be solely the responsibility of DFAIT.

17. EQUIPMENT AND MATERIAL PURCHASES

- 17.01 Equipment and materials purchased with project funds will be vested in the project, the care and security of which is the responsibility of **the Ministry**, and will become the property of the project beneficiaries at the conclusion of the project or, should an alternate disposition be warranted, such disposition shall be approved by DFAIT

18. LOBBYING

- 18.01 Any person lobbying at the request of the Institution in Canada pursuant to this Arrangement shall register with the appropriate governmental authority in accordance with the requirements under section 5(1)(a)(v) of the Lobbyist Registration Act of Canada.

19. SUMMARY

- 19.01 Unless otherwise specifically provided, nothing in this Contribution Agreement shall imply the assumption of any responsibility by DFAIT, the Departmental Representative or their representatives for any aspect of

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the organization, management, or financing of the Project. Notwithstanding anything in this Agreement, DFAIT does not by financial or other assistance to the Ministry undertake any responsibility for errors, negligence, mismanagement or debts incurred by the Ministry or any other person, group, or agent associated with it.

- 19.02 Payment of any monies by Her Majesty under the terms of this Contribution Agreement is subject to there being an appropriation for the particular service from the fiscal year in which any commitment under this Contribution Agreement would come in the course of payment.
- 19.03 This Contribution Agreement shall inure to the benefit of and be binding upon the parties hereto and their lawful heirs, executors, administrators, successors and assigns.
- 19.04 No member of the Canadian Parliament shall be admitted to any share or part of this Contribution Agreement or to any benefits that may arise therefrom.
- 19.05 The Contribution Agreement shall not be assigned without the prior written consent of DFAIT. No assignment of the Contribution Agreement shall relieve the Ministry from any obligation under the Contribution Agreement or impose any liability on Her Majesty or DFAIT.
- 19.06 The effective date of this agreement shall be the most recent of the two dates appearing under Article 20 of this agreement.

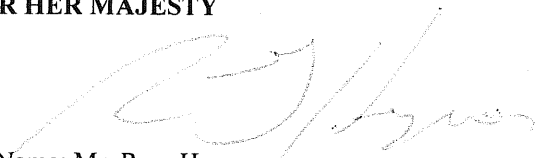
20. ENTIRE AGREEMENT

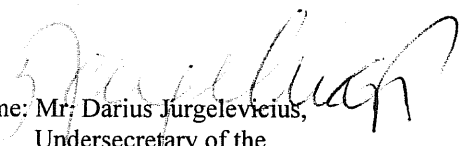
This Agreement together with Annexes "A", "B" and "C" constitute the entire Agreement between the Parties with respect to the Project.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year shown below.

FOR HER MAJESTY

FOR THE MINISTRY OF
FOREIGN AFFAIRS OF LITHUANIA


Name: Mr. Ross Hynes
Ambassador for Mine Action
Department of Foreign Affairs
And International Trade


Name: Mr. Darius Jurgelevicius,
Undersecretary of the
Ministry of Foreign Affairs

Date: 26/03/04

Date: 26/03/04

Account nr.10632402, Beneficiary code 8861324,
Bank code 10100; Bank: Lietuvos Bankas, Vilnius.
Bank address: Gedimino pr. 6, Vilnius 2001.

Issued under Treasury Board Authority****

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ANNEX "A"

UNDERTAKINGS BY THE MINISTRY

FINAL REPORT

By August 31, 2004, the Ministry is to submit a narrative project report. The report will include, but not be limited to, a description and analysis of: the activities and achievements of the project; a comparison of planned versus actual activities, including an explanation of variances; successes and failures of the project in terms of meeting its objectives; problems encountered, actions taken, results and lessons learned; and conclusions and recommendations.

By August 31, 2004, the Ministry is to submit a financial report including a complete list of funds spent on the basis of budgeted line items as compared to the original project budget line items. A request for payment of the final amount due, less any undisbursed funds should be included.

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Annex "B"

TERMS OF PAYMENT

For implementing the Project as specified under this Agreement, as more specifically set out under Annex "A" (Terms of Reference), subject to the Budgetary Purposes set out in Annex "C" (Budgetary Estimates), and as approved from time to time by DFAIT through the budgetary review processes or otherwise, the contribution will be paid by **DFAIT** to the **Ministry** in accordance with the following "Terms of Payment".

1. BASIS OF PAYMENTS

For implementation of the Project to **DFAIT's** satisfaction in accordance with **the Ministry's** obligations under this Agreement, **DFAIT** agrees to pay salaries, expenses and costs incurred by **the Ministry**, on the following basis of payment:

1.1 Travel Expenses

1.1.1 The cost of airfare not to exceed economy-class airline tickets, using the most direct routing, in accordance with the Treasury Board Travel Guidelines.

1.1.2 The cost of meals, accommodation and incidentals for **the Ministry's** Project Administration personnel while on travel status not to exceed Treasury Board Travel Guidelines.

1.1.3 All other necessary, reasonable and justifiable out-of-pocket travel related expenses arising from the performance of these services, such as: visas; health insurance; local travel in Canada and overseas;

1.2 Translation Services

1.2.1 The actual cost of translation services overseas not to exceed established market rates as substantiated by **the Ministry**.

1.3 Communications and Project Administration

1.3.1 The actual cost of project administration expenses including communications, supplies, couriers, photocopying, etc.

2. METHOD OF PAYMENT

For undertaking and implementing the Project (as described in Annex 'A') to the satisfaction of DFAIT, and for the budgetary purposes referred to in Annex 'C', DFAIT shall provide payment to **the Ministry** in accordance with the following:

2.1 DFAIT shall make an accountable advance in the amount of litas 87,000 (approximately CAD 41,454) upon a request for payment after 1 April 2004.

2.2 A final payment of up to litas 9,700 (approximately CAD 4,622), less any accountable balance from past advances, will be issued by DFAIT upon receipt and acceptance by DFAIT of the final financial statement and narrative report (see Annex 'A') and a request for payment.

2.3 In its reporting of actual expenditures, **the Ministry** shall report only expenditures with actual cash outlays prior to the date of the report. No accruals or imputed costs are allowed.

2.4 Documentation and records, including time spent by personnel on the Project, in support of the above statements shall be retained by **the Ministry** and made available to DFAIT or a representative of DFAIT on

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Annex "B"

request.

- 2.5 All statements, requests for payments and other documentation submitted by **the Ministry** shall be sent to DFAIT at the address shown in 10.01 of the Articles of Agreement and shall indicate the following codes, and be accompanied by such information as may be required by DFAIT:

Project Title: Advancing the Ottawa Convention in Northern and Eastern Europe: the Vilnius Seminar

Contribution Agreement Number: D030066

Name of Institution: Ministry of Foreign Affairs of the Republic of Lithuania

- 2.6 Within fifteen (15) days of receipt of the statements required above, DFAIT shall notify **the Ministry** in writing when:

- a) there are errors or omissions in the documentation;
- b) the services rendered by **the Ministry** are not satisfactory or not in conformity with the Contribution Agreement;
- c) the amount requested by **the Ministry** appears to exceed the actual value of the services performed;
- d) any combination of the situations described above.

- 2.7 Any fees or expenses, referred to above, incurred by **the Ministry** which are the subject of notification shall be excluded for the purposes of payment until the said fees or expenses have been accepted by DFAIT.

- 2.8 All costs incurred under this Contribution Agreement may be subject to audit, at the discretion of DFAIT, by **DFAIT's** designated audit representative.

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Annex "C"

BUDGETARY ESTIMATE

No.	Expenses/Source	Funds Required (Lt)
1	Airfare, visas (24)/Donors	29,428
2	Accommodation (24)/Donors	32,400
3	Board (90)/Donors	34,850
4	Transport/Lithuania	6,400
5	Conference Facilities/Lithuania	14,855
6	Communication Services/Lithuania	1,720
7	Public Relations/Donor	9,000
8	Interpretation/Donors	3,680
9	Special Seminar File/Lithuania	6,990
10	Miscellaneous/Lithuania	1,130
11	Dinner day of arrival (24 x 80)/Donors	1,920
12	Lunch day of departure (24 x 80)/Donors	1,920
13	Contingency	
	Sponsorship Guest Speakers (7)/Donors	24,600
	Sponsorship Accommodation Guest Speakers (7) Donors	9,450
	2 Meals Guest Speakers (7)/Donors	1,120
	General Contingency 10%/Donors	16,540
	TOTAL	196,003

Note: For this event, NL has transferred a first installment of 10,000 EUR. Subsequent installments not exceeding a total of 10,000 EUR, will be transferred after receipt of a written request for payment and the reliant financial and narrative report from the Ministry of Foreign Affairs of Lithuania, and will take into account the reports mentioned above, the progress of the project and actual liquidity needs (under terms of the agreement signed by Mr. M.R.Jochems, Director Security Policy for the Netherlands MFA on 23 January 2004, and by Mr. R.Motuzas, State Secretary for Lithuania's MFA, on 17 February 2004).

Lithuania has committed 31,095 Lt to the event.