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30/6/2012

GENERAL AGENCY AGREEMENT

THIS GENERAL AGENCY AGREEMENT (the "Agreement") is made as of the 30 day of June, 2012 (the "Effective Date")

BETWEEN:

UNITED ISRAEL APPEAL OF CANADA, INC., a Canadian charitable organization registered in Israel as a foreign corporation under No. 56-000595-1, having its Israel office at 48 King George Street, P.O. Box 7280, 91072, Jerusalem

(hereinafter called "UIA")

- and -

, a Nipponahtevagial Council, a registered charity no. 50022015 with its registered office in _____

(hereinafter called the "Agent")

RECITALS:

- A.** UIA is a registered Canadian charity. The charitable purposes of UIA ("UIA Charitable Purposes") are set out in Appendix A.
- B.** The Agent has provided UIA with all the documents listed in Appendix B hereto.
- C.** In the interest of efficiency of operation and maximum utilization of the funds at its disposal in the pursuit of the UIA Charitable Purposes, UIA wishes to employ the facilities, services and personnel of the Agent to implement one or more charitable projects ("Charitable Projects") that will be determined following the Effective Date in accordance with this Agreement.
- D.** The Agent has the requisite facilities, services and personnel for the efficient implementation of the Charitable Projects, and wishes to make available such facilities, services and personnel to implement the Charitable Projects on behalf of UIA in accordance with this Agreement.
- E.** The Agent has read, and agrees to exercise its rights and perform its obligations hereunder to ensure that UIA operates in conformity with, the Canada Revenue Agency's guidance document titled *Canadian registered charities carrying out activities outside Canada* (Guidance Reference number CG-002) ("CRA Guidance"), relevant extracts of which are set out in Schedule 2.

THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties agree as follows:

1. RELATIONSHIP OF THE PARTIES

- 1.1 UIA hereby designates the Agent to act as its non-exclusive agent from time to time in matters relating to the implementation and operation of the Charitable Projects, as may be authorized from time to time by UIA in accordance with this Agreement.
- 1.2 The Agent acknowledges that it is aware the UIA Charitable Purposes, and agrees to use its facilities, services and personnel to carry out the Charitable Projects on behalf of UIA, when and in the manner authorized by UIA, in accordance with this Agreement and in fulfillment of the UIA Charitable Purposes.
- 1.3 The Agent will promptly notify UIA if any of the information that it has provided to UIA under Appendix B has changed.
- 1.4 For greater clarification of the relationship between UIA and the Agent:
 - (a) UIA will maintain direction, control and supervision over the application of its funds by the Agent;
 - (b) the Agent will comply with all instructions of UIA under this Agreement; and
 - (c) UIA may exercise such direction, control and supervision, or any of its other rights under this Agreement, through its Israel Residents Committee in Israel together with the assistance of one or more paid employees of UIA.
- 1.5 All employees and contractors required for the operation of a Charitable Project shall be hired or engaged by the Agent and their employment or contractor relationship with the Agent shall be governed by Israel law. The Agent shall have internal staff dedicated to overseeing the Charitable Projects. The Agent, based on its greater experience and expertise working in the Israel context, shall have authority over its employees and contractors. UIA shall not be liable for any act or omission of the employees or contractors of the Agent.
- 1.6 The Agent shall carry adequate insurance against any liability arising in relation to each Charitable Project. UIA shall be named as an additional insured party in all such insurance policies. The Agent will provide the UIA with confirmation from the insurer as to the insurance coverage, and an undertaking from the insurer to immediately notify the UIA prior to any cancellation, significant change or lapse of the insurance policy.

2. SCOPE OF WORK

- 2.1 Each Charitable Project to be carried out by the Agent pursuant to the terms of this Agreement shall be described in detail in a document ("**Governing Document**") that is in substantial conformity with Schedule 1 and that is approved by UIA. Each Governing Document will include a proposed budget for the Charitable Project in conformity with the requirements of Schedule 1 with respect to the expected expenditures required for the operation of the Charitable Project (the "**Budget**").

- 2.2 Each Budget shall set out the roles of any employees and contractors which are required by the Agent for the operation of the Charitable Project, and the salaries that are expected to be payable by the Agent to them in the next year.
- 2.3 For certainty, UIA will have authority to approve, amend or reject the proposed Budget and other details of a Charitable Project listed in the Governing Document. UIA will have authority to approve, amend or reject the proposed staffing requirements and salaries.
- 2.4 Except as otherwise set out in a Governing Document, each Charitable Project shall be publicly identified as a project of UIA carried on by the Agent as an agent of UIA, both on-site and in all literature and promotional materials.

3. FUNDS

- 3.1 Based on the final form of Budget approved by UIA for the Charitable Project, the Agent may be required to disburse its own funds and submit to UIA for reimbursement accounts and receipts for all expenses of the Charitable Project. If UIA determines that the Agent's submission is in order, UIA may reimburse the Agent for its expenditures through the Israel Residents Committee.

4. PROPERTY

- 4.1 UIA reserves to itself the sole and exclusive right to decide what personal property is to be purchased or leased on its behalf and the prices or rentals to be paid therefor, and the Agent has no power or authority to commit UIA in that regard without specific written approval from UIA. UIA may designate, from time to time, the specific type of property, equipment, materials, supplies or facilities which it will provide and/or the total amount of funds allocated for the particular purpose, as the case may be. UIA may seek the advice of the Agent in designating the type of property, equipment, materials, supplies or facilities which it will provide.

5. REPORTING

- 5.1 The Agent will keep UIA currently and fully informed of its activities and of general developments in the areas of activity in which it acts from time to time as operating agent for UIA in the manner specified in the Governing Document.
- 5.2 The Agent agrees to be available, upon request by UIA for consultation with a representative or representatives of UIA in the manner specified in the Governing Document.
- 5.3 The Agent will permit UIA and/or the Israel Residents Committee to enter at reasonable times, any premises used by the Agent in connection with the activities and programs of UIA, in order to evaluate and observe their activities and programs and to inspect all records relating to the same.

6. RECORDS AND AUDIT

- 6.1 The Agent will keep adequate books and records to substantiate compliance with the obligations of the Agent hereunder, including records of all funds received from or for the account of UIA and for all expenditures incurred, and shall provide UIA with access and copies of these books and records on a quarterly basis. The Agent shall keep copies of all such books and records for at least six (6) years.
- 6.2 UIA may, or may appoint an auditor of its own choosing to, examine the books and records of the Agent at any time, including in the six (6) years following the termination of this Agreement, in connection with those matters involving the income and expenditure of funds, and the purchase, maintenance, possession and insurance of property in its capacity as the agent of UIA.
- 6.3 The Agent will render to UIA annual unaudited statements of account of funds received from or for the account of UIA and of any and all expenditures incurred or committed for its account during such period as required. UIA may request at any time from the Agent, the preparation of unaudited financial statements or any other type of report as may be required to enable UIA to maintain control over the expenditure of its funds by the Agent. Such statements of account shall be in such form, including computerized records accessible over the internet, as may be directed by UIA. The Agent shall furnish to UIA each year a full and complete report of the allotment of UIA's funds for the preceding calendar year, which report shall outline in detail all amounts received by the Agent from or on behalf of UIA together with a detailed breakdown of expenditures made by the Agent pursuant to the written directions of UIA to enable UIA to make informed decisions as to the application of its funds and to maintain full and complete records.

7. TERM AND TERMINATION

- 7.1 This Agreement shall have a term of three (3) years (the "Term"), commencing on the date first written above, unless terminated earlier in accordance with this Agreement. This Agreement shall be renewed automatically at the end of the Term, and from year to year thereafter, for successive terms of one-year each (the "Renewal Term").
- 7.2 This Agreement may be terminated prior to the end of the Term or of the Renewal Term at the option of either party upon three (3) months' written notice to the other party. In the event of termination, the Agent will refund forthwith to UIA any monies advanced by UIA and not expended in accordance with UIA's directions.

8. REMEDIES

- 8.1 Without limiting any other remedies available to UIA hereunder, UIA may invoke the provisions of the Contract (Remedies for Breach of Contract), Law, 5731 - 1970 (Israel) in respect of any breach of this Agreement by the Agent, and the Agent acknowledges that UIA shall be entitled to all remedies available under the said Law, including without limitation injunctive relief.
- 8.2 Any use of UIA funds other than as specified in this Agreement shall constitute an essential breach of this Agreement, and UIA shall be entitled to immediately cancel this Agreement,

stop, delay or withhold any payment or payments on account of its undertakings hereunder, or reduce the amount of any such payment and/or receive a refund of all moneys advanced by it to the Agent hereunder, including without limitation, moneys spent for the purposes of this Agreement.

- 8.3 Should the Agent fail to carry out the Charitable Project in accordance with the timetable established in the Governing Document or should UIA have any reasonable concern as to the due implementation of the Charitable Project, UIA may, without prejudice to any of its other rights or remedies under this Agreement or by law, cancel this Agreement and/or stop, delay or withhold any payment or payments on account of its undertakings hereunder, or reduce the amount of any such payment.

9. GENERAL

- 9.1 No person employed by the Agent, or otherwise engaged in implementing the Charitable Project, shall in any way be considered an employee of UIA nor shall such person have any rights as an employee of UIA, nor shall such person be eligible to receive any payments, compensation, social or other benefits in connection with the performance of his or her services relating to the Charitable Project or with the termination or cancellation of this Agreement, except as provided herein.
- 9.2 The Agent is responsible for the payment of all taxes, Social Security and other payments which employer must pay according to law or custom.
- 9.3 Should any damage or expense be incurred by UIA as a result of a claim filed against UIA by an employee or third party otherwise engaged in implementing the Charitable Project on behalf of or at the request of the Agent hereby undertakes to compensate UIA for all such damage and expense upon first receipt of notice of such sent to him or her by UIA, provided that UIA gives the Agent prompt notice of any such suit or claim filed and allows the Agent to defend against the same, at its own expense and in coordination with UIA.
- 9.4 This Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same agreement and notwithstanding their date of execution shall be deemed to be executed on the date set out above.
- 9.5 Except as expressly provided herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Israel.
- 9.6 The parties hereby submit to the jurisdiction of the courts of the State of Israel and agree to comply with the provisions of the *Income Tax Act* (Canada) as it may relate to this Agreement; provided however, that UIA shall be entitled to commence proceedings elsewhere. The parties hereto agree to comply with the provisions of the *Income Tax Act* (Canada) as it relates to the activities being carried on as contemplated in this Agreement.
- 9.7 All notices or other communications by the terms hereof required or permitted to be given by one party to the other shall be given in writing by personal delivery or by registered mail, postage prepaid or by commercial courier to such other party as follows:

(a) to UIA at:

48 King George Street
P.O.B. 7208, Jerusalem, 91072

(b) to the Agent at:

X הוועדה איזראלית הגליל העליון
X הוועדה איזראלית הגליל העליון

or at such other addresses as may be given by a party to the other in writing from time to time.

9.8 All obligations which, by their nature, are intended to survive the expiration or termination of this Agreement shall remain in effect after the expiration or termination of this Agreement until such obligations expire according to their respective terms or intent.

9.9 The parties hereto shall sign further and other documents, cause such meetings to be held, resolutions passed and by laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part thereof.

IN WITNESS WHEREOF the parties have signed this Agreement by their duly authorized representatives as of the Effective Date.

UNITED ISRAEL APPEAL OF [AGENT]
CANADA, INC.

Per: _____
Name: _____
Title: _____

Per: הוועדה איזראלית הגליל העליון
Name: ד"ר יואל חיימוביץ
Title: יו"ר



Proposal to JFC-UIA for use of a donation – SCHEDULE 1

Name of Organization: Upper Galilee Regional Council

Project Name: Clore Music & Dance Program Scholarships

Project Number: 16-222

1. **For Organizations working with JFC-UIA for the first time:** Briefly describe the organization that will be operating the program.

2. **Need/Program Purpose:** Describe the purpose of the program /the need it comes to address.

We want to give the best music and dance education to the needs of the Upper Galilee and from all over the area. The scholarships program is the best way to make this education accessible for everyone who wants to study at the Clore centre.

3. **Which of UIA's charitable purposes does the project best fit? (See attached list of charitable purposes). How does the project further the charitable purpose chosen?**

To advance education by providing mission trips, courses, seminars and workshops about Judaism and Jewish values

Program components: Describe the program's components, including:

- Geographical location (where does the program take place). Please specify city.

We have a Scholarships Committee at the Clore centre that meets once a year. The committee decides on the criteria of the scholarships (the criteria most of the time are socioeconomic, excellence etc. The Scholarships are for needs from all the region.



- **classes/therapy sessions/food distribution/construction/renovation/purchase of equipment/scholarships etc.)**

Please specify numbers and scope of activity such as: frequency (how often does the activity take place), quantity (how many pieces of equipment/food packages/etc. are purchased), duration (how long is each activity session), etc.

The type of activity is music classes and dance classes. Most of the students come to the Clore centre 3-4 days every week for 3-4 hours a day.

- **Number of participants (if the program is purchase of equipment: number of potential beneficiaries from the equipment purchased)**

We assume it will be 30 students will get a scholarships.

- **Type of participants (age, socio economic status, etc.)**

Students in the ages 13-18 from all the region – Kibbutzim, Moshavim, Moshavot. Qiryat Shmona. All of them are students at the Clore Centre.

- **Criteria for participation in the program + How are participants referred to the program.**

According to the decision of the scholarships committee.



5. **Budget:** Please detail the total program budget in CAD and NIS. Please highlight the budget items that will be funded by this donation. **Please note that reporting for the program must match the budget. In addition, expenses covered by JFC-UIA donation may only include expenses made after the date of the JFC-UIA committee approval.**

In the details column please include the following information in free text:

- For personnel: for each staff person detail job title, scope of position (full time/part time), cost
- For activities: quantify the scope of activity including frequency and number of participants
- For equipment: detail what is planned to be purchased and quantities
- For operations: detail what type of expenses are included in this section

Budget Item	Details	Cost in CAD	JFC-UIA Participation in CAD	Cost in NIS	JFC-UIA Participation in NIS
scholarships	29 scholarships of 500 NIS	5000	5000	14500	14500
Total		5000	5000	14500	14500

6. **Timeline:**

Program start date: Dec 2016

Program end date: Jan 2017

7. **Reporting and Reimbursement:** In order to receive the donation in two payments, JFC-UIA must receive an interim report and a final report about the project (financial and programmatic). If you prefer to receive the donation in one payment, then only a final report is required. **Reimbursement by JFC-UIA is subject to receipt of the money from the Donor as well as the aforementioned reports.** Detailed reporting guidelines will be sent after the Committee has approved the proposal.

Estimated date of interim report: _____

Estimated date of final report: _____

Please note, a final report regarding the program must be submitted no later than 90 days after the program end date. If a report is not submitted within 90 days of program end date, the funds will be returned to Canada.

PROUDLY
you in Israel

www.jewishcanada.org



JEWISH FEDERATIONS OF CANADA - UIA
הפדרציות היהודיות בקנדה - UIA
FÉDÉRATIONS JUIVES DU CANADA - UIA

Signatures:

UIA Canada, Inc.

Per: _____

Name: _____

Title: _____

Amuta (Agent)

Per: ~~אמיתא אהרן בן-ציון~~ _____

X Name: _____

Title: _____

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you in Israel

www.jewishcanada.org

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