

**YOUNG AFRICA WORKS-KENYA: YOUTH EMPLOYABILITY THROUGH TVET  
CANADIAN PARTNERSHIP AGREEMENT**

Between

**VANCOUVER ISLAND UNIVERSITY**, a body corporate, with offices located in the City of Nanaimo, Province of British Columbia, Canada, a post-secondary educational institution incorporated under the laws of the Province of British Columbia (hereinafter referred to as “**VIU**”).

and

**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**, a body corporate, with offices located in the City of Burnaby, Province of British Columbia, Canada, a post-secondary educational institution incorporated under the laws of the Province of British Columbia (hereinafter referred to as “**BCIT**”)

and

**NORTH ISLAND COLLEGE**, a body corporate, with offices located in the City of Port Alberni, Province of British Columbia, Canada, a post-secondary educational institution incorporated under the laws of the Province of British Columbia (hereinafter referred to as the “**NIC**”).

(The institutions will be individually referred to as a “**Party**,” and collectively referred to as the “**Parties**”)

**WHEREAS**, VIU in cooperation with Colleges and Institutes Canada (“**CICan**”) has agreed for the effective delivery of the institutional partnership with the Keroka Technical Training Institute and Kisii National Polytechnic (hereinafter called the “**Kenyan Partners**”) in support of a program entitled “Young Africa Works-Kenya: Youth Employability Through TVET” (hereafter referred to as the “**Project**”). The Project is funded by Mastercard Foundation (the “**Mastercard Foundation**”) and facilitated through CICan.

**WHEREAS**, VIU wishes to enter into a Canadian Partnership Agreement (hereafter referred to as the “**Agreement**”) with BCIT and the NIC (collectively the “**Canadian Partners**”) for the effective delivery of the institutional partnership in support of the Project.

**WHEREAS**, VIU has entered into an Agreement, as the lead Canadian college partner, with CICan for the overall partnership management of the Project, and will be responsible for reporting and communication with CICan, in consortium with the Canadian Partners.

**WHEREAS**, the Parties acknowledge that VIU has certain reporting and other responsibilities to CICan, as outlined in the Agreement between VIU and CICan attached hereto as Schedule A (“**Contribution Agreement**”) and must therefore ensure that the Canadian Partners comply with the terms of this Contribution Agreement.

**NOW THEREFORE** VIU, BCIT and the NIC agree to the following:

**1. DURATION OF AGREEMENT**

It is understood that the Parties will work in partnership to implement the Project from the effective date of this Agreement starting August 20, 2021, until the completion of the Project on September 30, 2024, unless terminated earlier according to the terms of this Agreement.

**2. PROJECT PURPOSE**

In the spirit of international education, the details of the activities and requirements of the Project will be articulated through this Agreement. All Parties agree to cooperate in the areas of mutual interest set out below and to endeavor to develop the agreed aspects of their partnership. This Agreement confirms the intentions and commitment of the Parties to achieve meaningful

collaboration to support and advance the respective mission and goals related to the Project. The details of the Project to be undertaken pursuant to this Agreement are as described in the in the **Terms of Reference** set out in Appendix 1 of the Contribution Agreement attached hereto as Schedule A. The Partnership Workplan (hereinafter referred to as “**Workplan**”) will be developed upon contract signature and will be subject to CICA approval. The Parties agree to adhere to the terms of condition of this Agreement, the Workplan, Terms of Reference and Manual (as described in section 6.3 below).

### 3. PROJECT MANAGEMENT

VIU, BCIT and NIC agree to work collaboratively as per the clauses set out below:

#### 3.1. Project Implementation

- a) The Parties agrees that they, and the Kenyan Partners, will comply with the Terms of Reference in Appendix 1 of the Contribution Agreement (attached hereto as Schedule A), Budget in Appendix 2 of the Contribution Agreement (the “**Budget**”) and the Workplan for the Project. The Workplan will be developed by the Parties and approved by CICA. Amendments to the Terms of Reference, Budget and Workplan can only be made with the prior written approval of CICA, which may be withheld, conditioned or delayed at the sole discretion of CICA.
- b) The Workplan will be created by VIU, BCIT and the NIC using a participatory based approach with the Kenyan Partners. The Workplan will sets out the partnership matrix which will contain planned outputs, indicators, baseline data, and targets, defined risks and the Gantt chart of activities planned for the duration of the Project. It will elaborate upon the context of the Project and will set out the indicators that will be used to measure the success of the Project at its conclusion.
- c) The Parties agree to work collaboratively to develop further detailed annual workplans and annual budgets in accordance with the Project proposal and guidelines from CICA. These plans will be reviewed and adjusted as required to meet the expected results of the Project as indicated in the Workplan and budget parameters and in accordance with guidelines provided by CICA.
- d) The Parties agree to produce, and to require the Kenyan Partners to produce, the reports according to the timeline set out in Appendix 3 of the Contribution Agreement (attached hereto as Schedule A). The Parties shall ensure that such reports are produced on a timely basis.
- e) Expected outputs of the partnership between VIU, BCIT, NIC, and Kenyan Partners:
  - Support program and curriculum development, including providing technical assistance, advice, training, and support with the development of tools, materials, policy, and procedures.
  - Provide ongoing feedback and support to the Kenyan Partners’ faculty and staff throughout the curriculum development and implementation phases, in their respective project related areas of expertise.
  - Communicate regularly and proactively with all Parties and the Kenyan Partners.
  - Participate in planning meetings to ensure adequate troubleshooting, collaboration and partner-responsive training.
  - Ensure information required for monitoring, evaluation and financial and narrative reporting purposes is provided in a prompt and timely manner to VIU and/or CICA.

#### 3.2. Financial Parameters

- a) Funding will be provided by CICA to VIU on a pre-approved basis for Project activities and expenses as described in the approval and processing of periodic financial statements. Payment to Canadian Partners will be provided in collaboration with VIU upon the approval and processing of periodic financial statements by CICA.
- b) Expenses incurred by BCIT and/or NIC for approved Project activities described in the approved annual workplan and Budget will be reimbursed by VIU in accordance with the guidelines provided by CICA and not to exceed the maximum contribution stated in section 6 of this Agreement.
- c) BCIT and NIC must maintain all financial records related to the Project and provide financial reports according to the reporting timelines as per CICA guidelines. Reimbursement of funds for Project activities will be based solely on CICA financial guidelines, and any costs incurred which conflict with or are not in Agreement with CICA financial guidelines will not be reimbursed and will be the responsibility of the partner institution which has incurred any such

costs. Final decisions regarding reimbursement of costs incurred will be based on the approved work plan managed by VIU who are the signatory with CICan.

### 3.3. Project Reporting

- a) All Canadian Partners are required to work collaboratively in Project reporting; BCIT and NIC agree to provide reports to VIU upon request that assist in the final preparation of the Project's periodical reports required by CICan. VIU will, in turn, inform BCIT and NIC of all correspondences and exchanges with CICan in relation to the Project, to facilitate collaboration and joint planning.

## 4. COORDINATION COMMITTEE

This Agreement establishes the Project Coordination Committee ("CC") to ensure collaborative decision making regarding the design and implementation of all major Project activities. It will be the responsibility of the CC to maintain focus on Project objectives, outcomes and results. The CC will advise on the planning and delivery of the Project. The CC will meet on a quarterly basis in the first year, and then bi-annually thereafter, to review progress being made on the project at a higher level, to discuss strategic decisions or changes that need to be made, or challenges/opportunities that should be pursued. This will also be a forum to explore related collaborations. This CC will cease to exist upon the expiration or earlier termination of this Agreement.

The CC team will include one representative from each of the following project teams:

- VIU
- BCIT
- NIC
- Kenyan Partners

## 5. PROJECT COORDINATION

Each Parties' Project activities, as described in the Workplan, will be implemented by staff selected by the Canadian Partners' Project coordinator, with the support of their respective organizations. Such support will include the following with respect to the Project activities to be undertaken by the Canadian Partners:

- Coordinate and participate in a team briefing prior to the commencement of assigned activities. Team briefings would address Project objectives, activities and expected results, as well as logistics, intercultural expectations and partner philosophy and partnership approach.
- Debrief staff to identify lessons learned, assess outcomes and ensure the collation of Project activity reports.
- Monitor all risk management components for the Project.
- Identify and coordinate the assembly of all materials, equipment and other resources necessary for all implementation of Project activities.
- Coordinate all logistics, including travel, accommodation and procurement within the framework of the assigned activity budget.
- Ensure narrative and financial report submission are prepared in accordance with the timelines specified in Contribution Agreement.

## 6. FINANCIAL OBLIGATIONS

- 6.1. Based on the terms outlined in the Contribution Agreement signed between VIU and CICan, funding for the Project activities and expenses will be borne by CICan and will be provided from CICan to VIU on a pre-approved basis as described in the Workplan and Budget. CICan will reimburse VIU for other expenses related to the Project upon the submission, approval and processing of periodic financial records.
- 6.2. In accordance with the Contribution Agreement, CICan will provide VIU with funding for the Project in the amount of Nine Hundred Eighty-One Thousand Six Hundred Twenty-Four Canadian dollars (\$981,624 CDN) (hereinafter the "**Mastercard Foundation Contribution**"). The total direct costs (before overhead) cannot exceed the sum of Nine Hundred and Nine Thousand Eighty-Four Canadian dollars (\$909,084 CDN). The overhead is calculated as 12% on salaries and benefits/consultants for the Parties up to a maximum 10% of total direct costs (before overhead) on a yearly basis. The total Canadian contribution for the partnership (the "**Total Canadian Contribution**") is comprised of the

Mastercard Foundation Contribution, plus the Parties' in-kind contribution. An in-kind contribution of 15% of the Mastercard Foundation contribution is required from the Parties.

- 6.3. If the Mastercard Foundation reviews its budget for the purpose of effecting reductions for a specific fiscal year, thereby affecting the contribution received or to be received by CIGan from the Mastercard Foundation, this Agreement may be reviewed and/or modified accordingly following the direction of CIGan.
- 6.4. Each Party shall be responsible for supplying and managing all resources (human, capital, etc.) necessary to carry out the Agreement and Project, including without limitation, resources required to meet the financial rules described in the Young Africa Works in Kenya-TVET Institutional and Thematic Partnership Manual (hereinafter referred to as the "Manual"). The Manual, to be provided in electronic format, will be updated on an ongoing basis, and changes will be made available to NIC and BCIT.
- 6.5. Eligible pre-approved and authorized expenses incurred by the Canadian Partners for the Project activities described in the Workplan and Budget will be reimbursed, as applicable, by VIU in accordance with the guidelines provided by CIGan and the Mastercard Foundation. If VIU, or a Canadian partner incurs an expense, the applicable institution must maintain all relevant financial records and provide financial reports according to the reporting timelines as per CIGan guidelines.
- 6.6. Each of the Canadian Partners is required to submit all necessary invoices and back-up documentation outlining the details of such expenses to VIU on a quarterly basis one week in advance of reporting deadlines to CIGan specified in Appendix B of the Contribution Agreement. Provided payment from CIGan has been received VIU, VIU's payment schedule is net 30 days upon receipt of the invoice from the applicable Canadian Partner. CIGan will make final decisions regarding any disputed reimbursement of expenses incurred by any of the Canadian Partners.
- 6.7. Reimbursement of funds for Project activities will be based solely on CIGan financial guidelines, and any costs incurred which conflict with or are not in Agreement with CIGan financial guidelines will not be reimbursed and will be the responsibility of the Canadian Partner which has incurred any such costs.
- 6.8. Any goods and services purchased by a Party for the Project are for non-profit purposes and therefore are not subject to PST. Any PST actually paid by a Canadian Partner to its suppliers or any reimbursable costs payable under this Agreement and invoiced to CIGan must be inclusive of any PST credits, refunds or rebates which the Canadian Partner is entitled.

## **7. PROJECT FUNDING REVIEW AND RECORDS**

- 7.1. Each Canadian Partner shall maintain and retain all relevant financial records related to Project until October 31, 2032 (which represents 7 years after the expiry date of the Funding Agreement between CIGan and the Mastercard Foundation).
- 7.2. Without restricting the generality of the foregoing, the Canadian Partners shall each generate, maintain and retain accurate financial and narrative records and documentation related to the Project required to meet the financial and record retention requirements set out in the Manual from the date this Agreement takes effect and for 7 years after the expiry date of the Funding Agreement between CIGan and Mastercard Foundation. The Canadian Partners shall each make their respective records available for financial and operational audits at the request of CIGan and/or Mastercard Foundation up to and including October 31, 2032. The Canadian Partners shall each maintain financial records for the Project separate from its regular activities so that the use of the Total Canadian Contribution, including the Mastercard Foundation contribution and each of the Party's respective in-kind contribution, can easily be traced and audited.
- 7.3. Any corrections to the financial statements, ledger or other financial documentation required by CIGan, including the reimbursement of non-eligible expenses claimed shall be immediately corrected by the applicable Canadian Partner. Any reimbursement shall be paid to VIU within ten (10) business days of receiving notice from CIGan, so that VIU may reimburse the Agreement to CIGan as necessary.

## **8. VIU'S RESPONSIBILITIES RELATED TO DISBURSEMENT OF MASTERCARD FOUNDATION CONTRIBUTION**

- 8.1 The disbursement of the Mastercard Foundation Contribution will be as per the cash flow projections presented in the approved Workplan and Budget.
- 8.2 The Mastercard Foundation Contribution shall be disbursed in periodic amount over a period not exceeding three (3) years and two (2) months, and in the following manner:
- 8.2.1 Upon receipt and approval by CICan of the duly signed periodic financial Mastercard Foundation Contribution and VIU in-kind contribution reports and budget notes, CICan shall reimburse VIU and VIU shall in return reimburse the applicable Canadian Partner for all eligible costs as determined by CICan and as per the financial rules in the Manual;
- 8.2.2 Upon completion of the Project and upon receipt within the deadlines established in Appendix 3 of the Contribution Agreement, the final financial reports (Mastercard Foundation Contribution and VIU in-kind contribution) and the last annual progress report duly signed by VIU, CICan shall reimburse VIU the final expenses outstanding against the Mastercard Foundation Contribution and in return VIU shall reimburse the applicable Canadian Partner.
- 8.2.3 CICan retains the right to withhold any payment due if the authorized signatory from VIU has not signed the periodic financial report.
- 8.3 Any part of the budgeted Mastercard Foundation Contribution not disbursed at the end of the contract period will revert back to CICan.
- 8.4 Actual and in-kind costs incurred after the effective date of this Agreement are eligible under this Agreement. A Canadian Partner will be entitled to reimbursement if the disbursements are done in accordance with the Workplan and budget approved by CICan.
- 8.5 VIU may withhold or cancel any or all payments to be made by VIU in accordance with this Agreement if VIU determines, in its sole discretion, that the other Party has failed to use any part of the Total Canadian Contribution exclusively for the Project and in accordance with the provisions of this Agreement.

## **9. PROJECT DIRECTION**

VIU is the contractor with CICan on behalf of the Canadian partner institutions. As contractor, VIU will assume overall Project management responsibilities.

Project management responsibilities include:

- Lead the development of annual work plans, annual progress reports and financial reports;
- Act as the primary contact person with the Kenyan Partners;
- Act as the primary contact person with CICan;
- Inform the Canadian Partners of correspondences and exchanges that take place between VIU and CICan.
- Support the Kenyan chairs of the TVET-20 Partnership Implementation Committee (PIC);
- Lead planning meetings to ensure adequate troubleshooting, collaboration and partner-responsive training;
- Coordinate training and travel logistics for Training, Capacity Development, and Benchmarking Visits to Kenya and Canada.

Joint roles and responsibilities of the Canadian Partners and VIU include:

- Support program and curriculum development as outlined in the Workplan, including providing technical assistance, advice, training and support with the development of tools, materials, policy and procedures in their respective project-related areas of expertise;
- Communicate regularly and proactively with all partners;
- Participate in planning meetings to ensure adequate troubleshooting, collaboration, and partner-responsive training;

- Ensure information required for monitoring, evaluation and financial and narrative reporting proposes is provided in a prompt and timely manner to VIU;
- Provide ongoing feedback and support to Kenyan partner trainers and staff throughout the curriculum development and implementation phases, in their respective project-related areas of expertise.

## 10. CONFIDENTIALITY

- 10.1. The Parties hereto agree to keep confidential, all their collaborations and discussions, including, without limitation this Agreement and any financial information disclosed in connection with the Agreement. Neither Party will intentionally disclose another Party's confidential information to other parties other than its employees, who need to have such information for the purposes of performing its obligation under the Agreement. The receiving Party will ensure that such recipients are made aware of the confidentiality requirements of this Agreement and treat such information in accordance with the confidentiality obligations herein. Confidential information will not be disclosed to any other parties, including but not limited to, consultants, and subcontractors or any other non-related third party, unless the receiving Party has advised the disclosing Party in writing and received approval in writing from the disclosing party.
- 10.2. The obligations of the Parties set out in this section do not apply to any information if the information:
- was known to the receiving Party at the time of disclosure;
  - was part of the public domain at the time of disclosure or thereafter became part of the public domain through no act or failure to act on the part of the receiving Party
  - is or becomes known to a Party from a third party, except any third party that is known to be under an obligation not to disclose the information;
  - is independently developed by a Party without use or reference of the information of the disclosing Party; or
  - was required to be disclosed without an obligation of confidence under operation of law, governmental regulation, or court order, provided the receiving Party first gives the disclosing Party notice and uses all reasonable effort to secure confidential protection of such Confidential Information.
- 10.3. The obligation to protect confidential information received hereunder shall continue for ten years following disclosure of such confidential information.

## 11. OBLIGATIONS

- 11.1 The Parties will shall prepare and submit to CICan, for its review and approval, periodic financial reports, and progress reports, as described in the Manual, in accordance with the timelines stipulated in Appendix 3 of the Contribution Agreement.
- 11.2. The Parties agree to implement the partnership and Project in accordance with the Terms of Reference in Appendix 1 of the Contribution Agreement, Budget in Appendix 2 of the Contribution Agreement, and Workplan. The Workplan which will be developed by the Parties in partnership with Kenyan Partners will be reviewed and approved by CICan. The Budget will be finalized and approved with the Workplan within the limits set in paragraph 6.2. The Workplan, the budget and related notes will form an integral part of the Agreement once approved by CICan..
- 11.2 The Canadian Partners shall ensure that the persons directly engaged by their respective institutions to work on the Project are members of its regular personnel or consultants who have an existing relationship with their institution.
- 11.3 CICan and/or the Mastercard Foundation reserve the right to conduct audits of all or part of the Project during the implementation phase or at any time thereafter, in consultation with the VIU and the Canadian Partners up to and including October 31, 2032 (which represents 7 years after the expiry date of the Funding Agreement between CICan and the Mastercard Foundation). The Canadian Partners agree to ensure that all authorized representatives of CICan and/or the Mastercard Foundation and/or VIU have access to the documents and persons responsible for financial management of the Project. CICan reserves the right to conduct assessments of progress towards results throughout the Project. CICan and/or VIU will inform the Canadian Partners of any monitoring and/or evaluations CICan will conduct, and of the findings reached as a result of such monitoring or evaluations.
- 11.4 If requested by CICan, VIU shall inform the person that CICan identifies as CICan's Senior Technical Advisor/CICan Representative in Kenya, the Manager of Operations and the Senior Program Officer in Ottawa, of all activities

conducted as part of the Project. The CICA Senior Technical Advisor/CICA Representative may, if CICA deems appropriate, inform the Canadian Diplomatic Mission of the Parties presence in the field. CICA has the obligation to provide to the Government of Canada the information requested by them.

- 11.5 The Canadian Partners shall ensure to the best of their ability that all persons, companies and other partners with whom the Canadian Partners deals in respect to the Project, abide by the laws and respect the customs of the country in which the Project is being implemented.
- 11.6 The Canadian Partners shall transfer and deliver, pursuant to the terms of the Project, to the Kenyan Partners all equipment and materials that are located in Kenya and that are purchased with the Total Canadian Contribution for the Partnership and/or Project.
- 11.7 The Canadian Partners agree when producing materials to comply with Canadian copyright legislation and/or when it retains others to produce materials directly or indirectly related to the Partnership, to pass on the obligation to comply with Canadian copyright legislation to such others.
- 11.8 The Canadian Partners agrees to CICA sharing of all materials produced under the partnership to all Kenyan Partners, including to other Young Africa Works in Kenya-TVET institutional and thematic partnerships developing new and renewed training programs for Kenyan institutions.
- 11.9. The Parties shall adhere to the Mastercard Foundation's Code of Conduct for Partners, Child Protection Guidelines and Youth Protection Guidelines, attached hereto as Schedule C of this Agreement.
- 11.10. The Parties acknowledges the Mastercard Foundation's and CICA's obligations pursuant to Canadian legislation, regulations and guidelines in place from time to time concerning anti-terrorism ("Anti-Terrorism Legislation"), which include prohibitions on the use or disbursement of charitable property to support or facilitate terrorism, terrorist activity, terrorist groups or money laundering. The Parties further acknowledges its own obligations pursuant to anti-terrorism legislation in place from time to time in all jurisdictions that the Parties operate. The funding received under this agreement shall be used in compliance with the Anti-Terrorism Legislation.
- 11.11. The Canadian Partner's shall adhere to the Mastercard Foundation's Code of Conduct for Partners, Child Protection Guidelines and Youth Protection Guidelines, included as Schedule B of this Agreement.

## **12. USE OF LOGOS AND TRADE-MARKS, PUBLICITY, AND ANNOUNCEMENTS**

- 12.1. In accordance with Article VIII of the Contribution Agreement, each Party may produce or issue any internal or external communications or publicity with respect to the funding in this Agreement on its webpage and/or as part of press release, public reports, speeches, newsletters, and other public documents, provided that CICA is notified at least two weeks before the desired announcement or publication date with a copy of the desired publication in order to obtain advance approval of the desired publication from the Mastercard Foundation. All communication materials (website announcements, press releases, public reports, speeches, newsletters, etc.) that include the Mastercard Foundation's and/or Young Africa Works name and/or logo require prior written approval from the Mastercard Foundation which will be obtained via CICA. The Parties agree that neither Party shall make use of the other Party's or CICA's trademarks, logos or other intellectual property (the "Marks"), without the express prior written approval of the other Party, or CICA, as the case may be, which may be withheld for any reason.
- 12.2. The Parties agree to follow the Mastercard Foundation's Young Africa Works Partners Communications Toolkit.
- 12.3. The Parties shall acknowledge its partnership with CICA whenever possible.

## **13. USE OF PRODUCTS AND COPYRIGHT**

- 13.1. The Parties agree that any (i) intellectual property, industrial property or proprietary rights (including patents, copyrights and know-how, but excluding trade-marks, which are governed under section 12), and/or (ii) results, work product, content, reports or other deliverables in any form or media, in each case, that are created, invented, utilized or developed by a Party of its designees in connection with this Agreement and/or as a result of the funding for the Project (collectively the "Product") are owned solely by CICA.

- 13.2. Each Party, as the case may be, shall remain the sole and exclusive owner of all right, title and interest in and to the Pre-Existing Materials. For clarity, "Pre-Existing Materials" means all documents, data, know-how, methodologies, software and, other materials and intellectual property rights relating to the materials provided by or used by a Party in connection with performing its obligations under this Agreement, in each case developed or acquired sole by a given Party before the commencement and independently of this Agreement.

#### 14. AGREEMENT TERMINATION

- 14.1. This Agreement may be terminated at any time upon sixty (60) days written notice by any Party, given to the other Parties, following reasonable efforts, undertaken in good faith, by all Parties to this Agreement to resolve any disputes of such magnitude as to provide cause for termination. The Parties shall use their best efforts to amicably resolve any dispute or controversy arising under this Agreement or any schedules, plans and strategies contemplated by this Agreement.
- 14.2. VIU may, by giving written notice to BCIT and NIC, terminate this Agreement. Causes for termination may include, but shall not be limited to (i) termination by CIGan, in whole or in part, of the Contribution Agreement between VIU and CIGan or (ii) if a third party engaged in the Project does not perform as required and such performance is not rectified to the satisfaction of VIU after referral for resolution to CIGan as provided. VIU's decision in this matter will be final. In the event of termination of this Agreement by VIU, BCIT and NIC shall have no claim against VIU, CIGan, the Mastercard Foundation by reason of such termination other than for the reimbursement of expenses actually incurred under this Agreement prior to the date of such termination. BCIT and NIC shall not be reimbursed any amount which exceeds the approved allowances or contribution as outlined in the budget.
- 14.3. No offer, gift, payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice in Canada or in any jurisdiction in which this Agreement is to be performed, has been or will be made to anyone, either directly or indirectly, as an inducement, advantage or reward for the award or execution of this Agreement or in the performance of any of the terms of this Agreement. Any such practice will be grounds for immediate termination of this Agreement or taking any other corrective action as may be required as determined in the sole opinion of CIGan.

#### 15. FORCE MAJEURE

VIU, BCIT and NIC shall not be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, act of God, health pandemic, or other similar causes beyond its control and without the fault or negligence of the delayed or nonperforming party or its directors, officers, employees, servants, agents, contractors, or subcontractors. In such an event, the impacted party shall notify the other Parties in a timely manner.

#### 16. INDEMNIFICATION

- 16.1. VIU shall indemnify and save harmless BCIT and/or NIC, their Board of Directors or Governors, and their respective officers, successors, employees and agents (collectively known as the "**Indemnified Parties**") against any and all losses, claims, demands, actions and all liabilities of whatsoever kind or nature, including fees and disbursements of legal counsel (on a solicitor and his own client basis) which BCIT and/or NIC may sustain or incur by reason of the negligent acts or omissions of VIU, unless such negligent acts or omissions were performed at the directions of, or occasioned by BCIT and/or NIC, or their employees or agents. This indemnification shall survive the termination of this Agreement.
- 16.2. BCIT shall indemnify and save harmless the Mastercard Foundation, CIGan, VIU, and NIC, their Board of Directors or Governors, and their respective officers, successors, employees and agents (collectively known as the "**Indemnified Parties**") against any and all losses, claims, demands, actions and all liabilities of whatsoever kind or nature, including fees and disbursements of legal counsel (on a solicitor and his own client basis) which the Indemnified Parties may sustain or incur by reason of the negligent acts or omissions of BCIT, arising out of the Project or this Agreement. This indemnification shall survive the termination of this Agreement.
- 16.3. NIC shall indemnify and save harmless the Mastercard Foundation, CIGan, VIU, and BCIT, their Board of Directors or Governors, and their respective officers, successors, employees and agents (collectively known as the "**Indemnified Parties**") against any and all losses, claims, demands, actions and all liabilities of whatsoever



kind or nature, including fees and disbursements of legal counsel (on a solicitor and his own client basis) which the Indemnified Parties may sustain or incur by reason of the negligent acts or omissions of NIC, arising out of this Project or this Agreement. This indemnification shall survive the termination of this Agreement.

## 17. INSURANCE

- 17.1. Each Party will maintain and pay for any insurance which is required by law to carry or which it considers necessary to cover risks as they relate to that Party's activities and obligations under this Agreement. Without limiting the generality of the foregoing, each Party will maintain comprehensive third party liability insurance in the minimum amount of \$2,000,000.00 per occurrence covering third party claims for injury, death and property loss or damage. In addition, each Party will maintain registration under, and comply with the Workers Compensation Act (British Columbia). The Parties agree that for so long as their institution is covered by the University, College and Institute Protection Program, this coverage is sufficient to satisfy the insurance requirements under this Agreement and no further evidence will be required during the Term of this Agreement.
- 17.2. As per section 17 of the Contribution Agreement, each Canadian Partner agrees that it is solely responsible and must secure for the entire duration of the Project, at its own expense, health and emergency evacuation insurance for the benefit of each person required by the respective Canadian Partner to travel overseas for the purposes of performing work on the Project. It is further understood and agreed by the Canadian Partners that CICan and VIU shall have no obligation or liability in that regard. Prior to the authorized overseas travel of each individual working on the Project, BCIT and or NIC, as the case may be, shall provide to VIU confirmation of insurance, using the form for this purpose found in the Manual.
- 17.3. Notwithstanding the requirements set out in this Agreement, and for further clarification, it is understood and agreed by the Canadian Partners that VIU nor CICan shall assume any costs associated with the repatriation for medical reasons of Canadian Partner personnel or persons retained by a Canadian Partner working overseas on the Project.
- 17.4. For foreign nationals visiting Canada as part of the Project, the Canadian Partner shall, for insurance purposes, give a minimum twenty (20) days written notice to VIU, using the appropriate application form in the Manual. Upon receipt of a duly completed application form, CICan shall enroll each foreign national visiting Canada pursuant to this Agreement in travel insurance coverage. Insurance costs for all sponsored trainees and members of foreign technical missions during their mission to Canada are eligible costs.
- 17.5. Notwithstanding the requirements of the preceding paragraphs, it is understood that insurance for foreign nationals traveling within their country of origin, or to a third country even when on Project related assignment is not an eligible cost under this Agreement. If such insurance is required, it is at the direct cost of the foreign national traveling, the Kenyan partner(s) or the applicable Party if it chooses to obtain such insurance. The cost of this insurance cannot be charged to the Mastercard Foundation Contribution or the Party's in-kind contribution for the Project.

## 18. NOTICES

Any notice to VIU, or NIC, or BCIT, as the case may be, with respect to this Agreement shall be effectively given if delivered or sent by registered mail, courier service, electronic mail (e-mail) or facsimile addressed to the respective Party at their respective address as set out below (or at such other address as a Party may designate in writing):

For VIU:

Address: Vancouver Island University  
900 Fifth Street  
Nanaimo BC V9R 5S5  
Attention: Darrell Harvey  
Manager, Global Engagement  
Phone No: 250-740-6378  
Email: [Darrell.Harvey@viu.ca](mailto:Darrell.Harvey@viu.ca)

For NIC:

Address: North Island College  
2300 Ryan Road

Courtenay, BC, V9N 8N6  
Attention: Romana Pasca  
Manager, International Projects, Partnerships, and Global Education  
Phone: 1 778 585 3087  
Email: [Romana.Pasca@nic.bc.ca](mailto:Romana.Pasca@nic.bc.ca)

For BCIT:  
Address: British Columbia Institute of Technology  
3700 Willingdon Avenue  
Burnaby, BC V5G 3H2  
Attention: Todd Odgers  
Associate Dean, BCIT International  
Phone No: 604-453-4080  
Email: [Todgers@bcit.ca](mailto:Todgers@bcit.ca)

## 19. GENERAL

- 19.1. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada where applicable.
- 19.2. Changes or amendments to this Agreement shall be in writing, authorized by the appropriate signing authorities of all the Parties.
- 19.3. No waiver or consent, express or implied by a Party to or of any breach or default by the other Party of any or all of its obligations under this Agreement will:
  - a) be valid unless it is in writing and stated to be a consent or waiver pursuant to this section;
  - b) be relied upon as a consent or waiver to or of any other breach or default of the same or any obligations;
  - c) constitute a general waiver under this Agreement; or
  - d) eliminate or modify the need for a specific consent or waiver pursuant to this section in any other or subsequent instance.
- 19.4. Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal or invalid for any reason, such illegality shall not affect the validity of the remainder of this Agreement.
- 19.5. The Parties are independent entities. Nothing in this Agreement constitutes any Party to be an agent or partner of the other Parties in any respect, and no Party will have any authority with respect to the property or business of the other Parties.
- 19.6. The Agreement and any part thereof shall not be assigned or sub-contracted without the prior written consent of all the Parties.
- 19.7. This Agreement, related schedules and appendices constitute the entire understanding between the Parties with regard to the matters herein.
- 19.8. The clauses in this Agreement relating to confidentiality, indemnification, and governing law, record retention, and any other clauses which, by their terms or nature are intended to survive, shall survive the expiration or earlier termination of this Agreement.
- 19.9. The Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. The Agreement shall become effective when each Party hereto shall have received an original or faxed counterpart hereof signed by each other Party hereto.

[Signature page follows]

**Signatures of Parties**

This Agreement has been executed on behalf of VIU, NIC and BCIT by each of their respective CEO or official acting designate. The signatories have formally endorsed this Agreement.

**VANCOUVER ISLAND UNIVERSITY**

SIGNED on the 14 day of February, 2021 on behalf of VIU by its duly authorized representative



Signature

Deborah Saucier, President +  
Vice-Chancellor

Print Name and title

**NORTH ISLAND COLLEGE**

SIGNED on the 31 day of January, 2022 on behalf of NIC by its duly authorized representative



Signature

Tony Bellavia

Vice President, Academic

**BRITISH COLUMBIA INSTITUTE OF TECHNOLOGY**

SIGNED on the 12 day of January, 2022 on behalf of BCIT by its duly authorized representative



Signature

Dr. Tom Roemer

Vice President, Academic

## **SCHEDULE A: CONTRIBUTION AGREEMENT**

(See attached document)

**SCHEDULE B – MASTERCARD FOUNDATION'S CODE OF CONDUCT AND CHILD AND YOUTH  
PROTECTION GUIDELINES**

(See attached document)

