

## SATELLITE PARTNERSHIP AGREEMENT

THIS AGREEMENT is made as of the 15<sup>th</sup> day of December 2016.

BETWEEN:

### CANADA WORLD YOUTH

Beralamat di 2330 Notre-Dame Street West, Suite 300 Montreal, Quebec H3J 1N4  
("CWY")

- and -

### YOUTH CHALLENGE INTERNATIONAL

Beralamat di 585 Dundas Street East, 3rd Floor, Toronto, Ontario M5A 2B7  
("YCI")

- and -

### UNIVERSITAS PGRI SEMARANG

located at Jl. Sidodadi Timur No. 24-Di. Cipto, Karangtempel,  
Kota Semarang, Provinsi Jawa Tengah Post Code 50232  
("SATELLITE PARTNER")

(each a "Party" and collectively the "Parties")

#### A. Background

1. CWY and YCI ("EQWIP HUBS") entered into a Contribution Agreement with Her Majesty the Queen in Right of Canada to implement a project entitled EQWIP HUBS, Powering Youth Innovation for Sustainable Livelihoods (the "Project") in Indonesia, Tanzania, Senegal, Ghana, Peru, and Bolivia (each a "Recipient Country").
2. The goal of the Project is to increase the capacity of local partner organizations, to deliver innovative, sustainable, gender-responsive livelihood programming for young men and women through volunteer placements and the co-implementation of youth-focused innovation EQWIP HUBS and Satellite EQWIP HUBS.
3. An EQWIP HUB is an adaptive, accessible, youth-friendly space that brings together the training people need to access sustainable livelihoods. An EQWIP HUB also serves as a centre for outreach, community engagement, supporting networks, and support services, and will provide the access to capital, networks, and technology that young people need to access sustainable livelihoods. Selected EQWIP HUBS operate as Satellite EQWIP HUBS focusing primarily, but not exclusively, on short term ("tertiary") training delivery.
4. EQWIP HUBS will be represented in each Recipient Country to manage the Project by a Country Manger ("Country Manager").

5. EQWIP HUBS will also contract with local organizations ("the Partner") within each Recipient Country to develop, implement, and provide core (long duration) and/or tertiary (short duration) training and services in furtherance of the Project. The Partner will work with the relevant Country Manager and with staff of EQWIP HUBS involved in the Project ("EQWIP HUBS Staff").
6. The purpose of this Agreement is to set out the terms and conditions governing the relationship between the Partner and EQWIP HUBS for the delivery of the Satellite EQWIP HUB.

**The Parties agree as follows:**

**1. The Project**

The Parties will work together to achieve the outcomes of the Project detailed in the Project Implementation Plan (PIP), and the Satellite EQWIP HUB plan, attached hereto as Schedules A and B.

**2. Identity of The Partner**

- 2.1 This Agreement does not create one Party as an agent, or legal representative of the other Party. No Party shall have the authority to bind the other Party to any act or obligation.
- 2.2 The Partner will provide EQWIP HUBS, within thirty (30) days of signing this Agreement, with the documents as defined in Schedule D. During the Term, Partner will notify EQWIP HUBS of any changes to the above documents, and will provide EQWIP HUBS with any additional documentation when created.

**3. Program Delivery**

- 3.1 Working in close collaboration with EQWIP HUBS Staff and/or volunteers (as available), and in accordance with any policies or procedures provided by EQWIP HUBS, the Partner will support the following tasks:
  - a. Program Planning
    - 1) Submit a Training plan and schedule (as per the template provided by EQWIP HUBS Staff) within fifteen (15) days of the signing of this Agreement.
    - 2) In consultation with EQWIP HUBS staff, contribute to EQWIP HUBS Country Annual Work plan development as needed, including information on Partner's activities, timelines and resources.
  - b. Management  
Contribute to the day-to-day operations related to the implementation of planned training activities.
  - c. Training
    - 1) Support the development and delivery of tertiary training activities in locations managed by the Partner.
    - 2) Dedicate ten (10) trainers to the delivery of thirty-eight (38) sessions of training to youth following EQWIP HUBS training quality standards. Each



trainer must participate in an EQWIP Hubs training of trainer workshop and be subject to period performance review by EQWIP HUBs staff.

- 3) Deliver Core EQWIP HUBs training to a minimum of one hundred and fifty (150) youth per year, of which at least 50% are female, based on the agreed training schedule. For Year 2 (2016/2017), Partner will deliver Core EQWIP HUBs training to a minimum of fifty (50) youth, of which at least 50% are female, based on the agreed training schedule.
  - 4) Deliver Tertiary EQWIP HUBs training to a minimum of one thousand and five hundred (1,500) youth per year, of which at least 50% are female, based on the agreed training schedule. For Year 2 (2016/2017), Partner will deliver tertiary EQWIP HUBs training to a minimum of five hundred (500) youth, of which at least 50% are female, based on the agreed training schedule.
  - 5) Participate in the review and adaptation of training curriculum by engaging in curriculum and adaptation workshops.
  - 6) Review training materials and their delivery, and make recommendations to EQWIP HUBS Staff for improvement whenever necessary.
- d. Knowledge and learning  
Provide expert advice and knowledge to EQWIP HUBS Staff, partners, and networks to ensure relevant and high quality program design and products.
- e. Volunteer Support and Management, *if applicable*
- 1) Support the Identification of proposed roles for selected Canadian volunteers.
  - 2) Support oversight and supervision of Canadian volunteers
  - 3) If requested, support EQWIP HUBS's efforts to secure valid travel and/or work visas for Canadian volunteers working alongside Partner in support of EQWIP HUB activities.
- f. Monitoring and Evaluation  
Support the monitoring and evaluation of the Project which may include elements of data collection, analysis and reporting as guided by the Project's monitoring and evaluation framework and tools.
- g. Focusing on Gender Equality
- 1) Integrate gender equality into programming as per the Project's gender equality strategy.
  - 2) Promote women's leadership and increased women's engagement in Project activities.
- h. Environmental Sustainability  
Support opportunities for youth to initiate and/or contribute to environmental initiatives that will benefit the community.



- 3.2 In accordance with the Country Annual Work Plan EQWIP HUBS shall provide the following support to Partner:
- a. Staff  
Provide national office staff (K&LM and IT Manager) to work in collaboration with the Partner to coordinate EQWIP HUBS activities and programs
  - b. Program Planning and Implementation
    - 1) Consult the Partner when developing training curriculum and work plans relating to the Project and the EQWIP HUB.
    - 2) Provide support in the development of annual training program implementation plan and resource allocation.
  - c. Coordination and Communication
    - 1) Demonstrate a commitment to consistent coordination and communication with the Partner, including monthly meetings, program planning sessions with Contractor, and regular Project monitoring.
    - 2) Recognize and acknowledge the Partner's activities in relevant communications.
  - d. Volunteer Management
    - 1) Provide all incoming volunteers with a comprehensive orientation training that will prepare them for their programming activities and introduce them to life in the Recipient Country.
    - 2) Organize all volunteer logistics.
    - 3) Manage volunteers with support from the Partner, *if applicable*
  - e. Monitoring and Evaluation
    - 1) Monitor training activities to ensure the overall quality assurance of the training delivery
    - 2) Dedicate Staff and/or Volunteers as needed to provide support and ensure monitoring and evaluation of the program.
    - 3) Regularly monitor and evaluate Project activities with a commitment to organizational learning, knowledge sharing and best practices.
    - 4) Share monitoring and evaluation results with the Partner to assist in improved program planning and delivery.
  - f. Training Curriculum
    - 1) Provide core and tertiary foundational, employability and entrepreneurship curriculum for delivery through the EQWIP HUB.
    - 2) Provide a training of trainers for the delivery of training activities based on EQWIP HUBS core curriculum.



#### 4. Resource Allocation

- 4.1 EQWIP HUBS will provide the Partner with Ten Thousand Canadian Dollars (\$10,000 CDN) per year (the "Subsidy"). The Subsidy will support the allocation of the Partner personnel to project training and delivery and will be paid in two installments per year. A first advance payment of five thousand Canadian Dollars (\$5,000) to be made upon signature of the agreement and submission of a satisfactory training plan. Subsequent payments of five thousand Canadian Dollars (\$5,000) will be made upon presentation by the Partner of approved time sheets confirming the level of staff time allocated to the Project and an updated training plan, approved by the Satellite Partner and EQWIP HUBS staff. For Year 2 (2016/2017), EQWIP HUBS will provide the partner with one payment of five thousand Canadian Dollars (\$5,000) and payment will be made upon signature of the agreement.
- 4.2 EQWIP HUBS will also make resources available for activities designed to successfully implement the agreed Satellite Hub proposal and related training implementation plan as outlined in the Satellite Hub plan and budget attached as Schedule B.
- 4.3 The Partner will provide training space and ten (10) training personnel to the project to fulfill the obligations of the agreement, as outlined in Schedule B.

#### 5. Management of the Project in the Recipient Country

##### 5.1 Management Team

- a. The Country Manager will be responsible for managing the Project within the Recipient Country.
- b. The Country Manager and Partner will work jointly to ensure the success of the EQWIP HUB. The Country Manager and the Partner will establish a Management Team.
- c. Partner agrees to:
  - 1) keep a list of all potential and actual risks to the Project and/or the EQWIP HUBS;
  - 2) inform the Country Manager, immediately, of any matter that arises that might affect the success of the Project; and
  - 3) recommend and undertake any necessary action to address such matter.

#### 6. Resource Management and Business Development

- 6.1 The Partner and EQWIP HUBS will determine, jointly, from time to time, whether additional financial and/or in-kind resources are required to support the Project and/or the EQWIP HUBS during the Term. Contractor agrees that all resources – whether direct cash contributions, sponsorships, material donations, or other types of donations – will be used solely to advance the objectives of the Project in the EQWIP HUB.
- 6.2 The Partner agrees not to use EQWIP HUBS name or brand to request financing from third parties, unless it has obtained prior written consent or EQWIP HUBS and the Partner have signed an agreement to jointly participate in a Bid.
- 6.3 The Partner will report to EQWIP HUBS on its financial and other resource management of the EQWIP HUB, and will include in such reporting any additional resources, of any nature, used by the EQWIP HUB throughout the Term.



**7. Term and Termination.**

- 7.1 This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with Section 7.2 (the "Term").
- 7.2 This Agreement may be terminated by either party by providing sixty (60) days' prior written notice.

**8. Declarations**

The Partner declares that:

- 8.1 it has the authority to enter into and perform its obligations under this Agreement;
- 8.2 it shall perform its obligations in a timely and professional manner with all due skill, competence, and diligence, using persons qualified and skilled in their occupations;
- 8.3 it shall furnish any and all labour, materials, equipment, supplies, and other services that are necessary and can reasonably be understood or inferred to be included within the scope of this Agreement;
- 8.4 in rendering its obligations hereunder, it shall not infringe any copyright, trade secret, or other intellectual property right of any third party and shall make best efforts to avoid any such infringement;
- 8.5 it shall ensure that it has all required licenses, consents, approvals, and permits necessary to perform its obligations under this Agreement;
- 8.6 it will comply with all relevant statutes, laws, rules, regulations, and industry standards with respect to the performance of its obligations hereunder;
- 8.7 the funding received for the purposes of the Project will not knowingly be used to benefit terrorist groups as defined in the Criminal Code (Canada) or individual members of those groups, or for terrorist activities, either directly or indirectly. The Canadian government list of terrorist entities can be found at the following web addresses: <http://www.osfi-bsif.gc.ca/Eng/fi-if/amlc-clrpc/atffat/Pages/default.aspx> or <http://www.publicsafety.gc.ca/cnt/ntnl-scri/cntr-tirism/lstdntts/crrnt-lstd-ntts-eng.aspx>;
- 8.8 it will consult the above-mentioned list in order to keep itself current of the listed terrorist groups during the Term;
- 8.9 the funding received for the purposes of the Project will not knowingly be used, either directly or indirectly, in dealing with foreign governments or persons subject to economic sanctions imposed by Canada or the United Nations under the Special Economic Measures Act (SEMA), S.C. 1985, c. 17, the United Nations Act (U.N. Act), S.C. 1985, c. U-2, the Export and Import Permits Act, S.C. 1985, c. E-19, and all other international conventions related to economic sanctions to which Canada has adhered. A list of and details on existing sanctions can be found at: [www.international.gc.ca/sanctions/index.aspx?lang=eng&view=d](http://www.international.gc.ca/sanctions/index.aspx?lang=eng&view=d);
- 8.10 it will consult the above link to be aware of the foreign governments, persons and activities subject to economic sanctions during the Term;
- 8.11 it will notify CWY/YI immediately if it is unable to complete the Project as a result of the imposition of economic sanctions against a foreign government or a person, or an activity under an economic sanction. If the Parties cannot agree on a workaround plan, this Agreement will be terminated immediately;
- 8.12 it will respect the standards of non-discrimination set out in the Canadian Charter of Rights and Freedoms during the implementation of the Project;



- 8.13 it will abide by any governing law protecting individuals against any manner of discrimination regardless of location of work; and
- 8.14 it will not discriminate with respect to an individual's eligibility to participate as a beneficiary of the Project;
- 8.15 no offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has been or will be made to anyone by the Partner, either directly or indirectly, as an inducement or reward for the award or execution of this Agreement;
- 8.16 neither the Partner, nor its employees involved in the Project, were convicted during a period of three (3) years prior to the execution of this Agreement, by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption, or are under sanction for an offence involving bribery or corruption, imposed by a government, a governmental organization or a development organization providing development assistance; and
- 8.17 if there be any changes to the declarations set out in (p) above, the Satellite Partner will complete the Anti-Corruption Declaration form that can be obtained from DFATD's Internet site at: <http://www.international.gc.ca/departement-ministere/formsformulaire.aspx?lang=eng>; and understands that this updated declaration shall form an integral part of the Agreement.

**9. Non-Competition**

During the Term, and for a period of twelve (12) months afterwards, the Partner will not, either individually or in conjunction with any other entity, directly or indirectly, compete with the programs offered by the Project and/or the HUB. This Section will last beyond the termination of this Agreement.

**10. Intellectual Property**

Unless otherwise expressly agreed to in writing by the Parties:

- 10.1 any intellectual property used by the Partner for the Project and/or EQWIP HUB that is owned by EQWIP HUBS prior to the Term shall continue to be owned solely by EQWIP HUBS during and after the Term; and
- 10.2 any intellectual property created during the Term, and related to the Project and/or the EQWIP HUB, shall be owned solely by EQWIP HUBS during and after the Term.

This Section will last beyond the termination of this Agreement.

**11. General**

**11.1 Waiver.**

No waiver of any breach of this Agreement shall be binding unless evidenced in writing. Any waiver given shall only be in respect of a particular breach and will not constitute a waiver of any prior or future breach. If any part of this Agreement is found by a court or arbitrator to be invalid or unenforceable, the remainder of this Agreement will continue to be valid and binding.

**11.2 Indemnification.**

The Partner shall indemnify each of CWY and YCI, and their respective directors, officers, agents, and employees (the "Indemnitees"), from any claims, actions, damages, losses, costs, liabilities, or expenses, which may be made or brought



against, or suffered by, the Indemnitees, and which relate to this Agreement and any actions or omissions by, or on behalf of, the Partner. This Section will last beyond the termination of this Agreement.

**11.3 Retention of Records.**

During the Term, and for six (6) years thereafter, the Partner shall maintain all necessary records to substantiate: (a) all charges and payments under this Agreement; (b) that the programs and services provided hereunder were performed in accordance with this Agreement and all legal requirements; and (c) that all obligations under this Agreement were performed. This Section will last beyond the termination of this Agreement.

**11.4 Audits.**

During the Term and for three (3) years thereafter, EQWIP HUBS and Global Affairs Canada "GAC" (on behalf of Her Majesty the Queen in right of Canada) shall have the right to conduct audits of the operations of the Partner with respect to this Agreement. The Partner shall provide EQWIP HUBS or GAC with all of its records relating to the Project and EQWIP HUB upon request. EQWIP HUBS or GAC shall provide the Partner with at least ten (10) days prior notice of an audit.

**11.5 Confidentiality.**

- a. "Confidential Information" means all information owned, possessed, or controlled by CWY or YCI, including, without limitation, employee-related information, all information related to developments, inventions, enhancements, financial, pricing, scientific, technical, and manufacturing know-how, and marketing information, and all names of, and information relating to, customers and suppliers.
- b. The Partner agrees that:
  - 1) the Confidential Information is owned by, and remains the property of, CWY or YCI, as applicable;
  - 2) it will not, during the Term or at any time after, disclose, publish, or use, without authorization, any Confidential Information; and
  - 3) the Confidential Information will be used only for the purposes of the Project, during the Term, and for no other purpose.
- c. Upon the termination of this Agreement, the Partner shall immediately deliver or cause to be delivered to CWY or YCI, as applicable, all records, notes, and other written, printed, or tangible materials in its possession containing Confidential Information.

This Section will last beyond the termination of this Agreement





**11.6 Entire Agreement/Amendments.**

This Agreement is the only agreement between the Parties regarding the Project and/or the EQWIP HUB and replaces all prior oral and written communications between the Parties. Any amendment to this Agreement must be in writing and signed by both Parties.

**11.7 Successors and Assigns.**

This Agreement shall be binding on the Parties and their respective successors and permitted assigns. This Agreement may only be assigned by a Party with the written consent of the other Party. Partner cannot subcontract its obligations under this Agreement without the written consent of CWY and YCI.

**11.8 Public Communications.**

- a. Within sixty (60) days of the execution of this Agreement, the Parties will establish a joint communications/marketing/promotions protocol in accordance with the communications and branding guidelines of the Project.
- b. Partner agrees to:
  - 1) display appropriate Project signage on its premises; and
  - 2) identify the Project on its internal and external communications mediums (including its website, communiques, social media formats, etc.)
- c. The Parties shall obtain each other's agreement prior to releasing any public communication regarding the Project or the relationship of the Parties contemplated herein.

**11.9 Governing Law.**

This Agreement is governed by the laws of the Province of Ontario, and any claims arising out of or relating to this Agreement shall be dealt with through arbitration in Toronto, Ontario, Canada.

**11.10 Further Assurances.**

Each Party shall promptly commit any act that the other Party may reasonably require, for the purposes of giving effect to this Agreement.

**11.11 Counterparts/Signature.**

This Agreement may be signed in counterparts, and such signatures may be distributed by fax or e-mail.

[Signature Page Follows]



IN WITNESS WHEREOF each of the Parties hereto have signed and sealed this Agreement as of the date and year first written above.

CANADA WORLD YOUTH

By: 

Name : Rita S. Karakas

Title : President and Chief Executive Officer

(I have authority to bind the corporation)

YOUTH CHALLENGE INTERNATIONAL

By: 

Name : Bryan Cox

Title : Executive Director

(I have authority to bind the corporation)

UNIVERSITAS PGRI SEMARANG

By: 

Name : Dr. Muhdi, S.H., M.Hum.

Title : Rector of University of PGRI Semarang

(I have authority to bind the corporation)



## Schedule B

## SATELLITE HUB DEVELOPMENT

Semarang, Indonesia

## Executive Summary

Partner	University PRIS Semarang
Activities location	Semarang
Services provided	Tertiary Training; Core Training
Partner contribution	Trainers; space for training, youth outreach
Volunteers engagement	Support training delivery
EQWIP HUBs engagement	<ul style="list-style-type: none"> <li>✓ Financial contribution to trainers' level of effort,</li> <li>✓ Training and coaching of trainers,</li> <li>✓ Quality assurance and control.</li> </ul>
Expected targets/year	<ul style="list-style-type: none"> <li>✓ Year 2: 50 youth trained in Core Training; 500 youth trained in Tertiary Training;</li> <li>✓ Year 3/4/5: 150 youth trained in Core Training; 1500 youth trained in Tertiary Training.</li> </ul>
Budget for Y2	\$5,000
Annual budget Y3/4/5	\$10,000
Type of Agreement	Satellite Partnership Agreement

## Brief description of the partner

## Partner's contribution

UPGRIS will be providing both EQWIP HUBs Core and Tertiary Training to their students. Two trainers from EQWIP HUBs participated in a Training of Trainer workshop that was organized in EQWIP HUBs office in Surabaya. UPGRIS will dedicate up to 10 trainers who will deliver EQWIP HUBs training to youth upon satisfactory training delivered by qualified EQWIP HUBs staff. UPGRIS will be in charge of convening youth at the University and delivering both Tertiary and Core Training sessions according to a schedule previously shared with EQWIP HUBs.

## Activities

- Participation of UPGRIS trainers in EQWIP HUBs adaptation and entrepreneurship Training of Trainers workshop;
- Provision of an orientation training to additional UPGRIS trainers on EQWIP HUBs Foundational and Employment curriculum;
- Participation of UPGRIS trainers in EQWIP HUBs refresher training as necessary;
- Delivery of Core Training sessions to UPGRIS students (ensured by UPGRIS trainers);
- Delivery of Tertiary Training sessions to UPGRIS students (ensured by UPGRIS trainers);
- Contribution of UPGRIS in EQWIP HUBs network;
- Quality assurance oversight ensured by EQWIP HUBs qualified trainers.

## Schedule B

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### Expected Outputs

For Year 2 (2016/2017), UPGRIS is committed to train up to 50 youth in EQWIP HUBs Core Training and 150 youth in EQWIP HUBs Tertiary Training according to a schedule that will be submitted 15 days upon signature of the partnership agreement.

From April 2017 and above, UPGRIS will be training up to 150 youth in EQWIP HUBs Core Training and 1500 youth in EQWIP HUBs Tertiary Training.

### Planning

Planning will be submitted by partner 15 days upon signature of the partnership agreement.