

CONTRACTOR INTERMEDIARY AGREEMENT

Between

CANADIAN CROATIAN FOUNDATION FOR DEMINING SOCIETY,
a society under the laws of British Columbia, Canada.

With offices at
4045 Napier St.
Burnaby BC
V5C 3G3
Canada

And

**INTERNATIONAL TRUST FUND FOR DEMINING AND MINE VICTIMS
ASSISTANCE,** a trust under the laws of Slovenia.

With offices at Zabrv12
1292 IG
Slovenia

Contractor Intermediary Agreement

This Agreement is made on the __ day of _____, 2010,

BY AND BETWEEN:

CANADIAN CROATIAN FOUNDATION FOR DEMINING SOCIETY, a society under the laws of British Columbia, Canada. With offices at 4045 Napier St. Burnaby BC, V5C 3G3 Canada.

("CCFD")

And

INTERNATIONAL TRUST FUND FOR DEMINING AND MINE VICTIMS ASSISTANCE, a trust under the laws of Slovenia. With offices at Zabriv 12 1292 IG Slovenia.

("ITF")

CCFD and ITF are hereinafter jointly referred to as the Parties and individually as a Party.

WHEREAS:

- (a) CCFD is a Canadian registered non-profit society whose objective is to remove landmines from the ground in Croatia;
- (b) ITF is a humanitarian, non-profit organization devoted to eradication of landmines from the region of Southeastern Europe and the world;
- (c) Croatian Mine Action Centre (CROMAC) is a Croatian Government national non-profit humanitarian agency responsible for the coordination of mine action activities in Croatia, with offices at Ante Kovacica 10, 44 000 Sisak, Croatia;
- (d) The Parties are entering into this Agreement in order for CCFD to appoint ITF as an agent to carry out specified activities on a CCFD's behalf.

NOW IT IS HEREBY AGREED as follows:

“Contractor Intermediary Agreement”:

An agent agreement established between CCFD and ITF.

“Contribution”:

Any funds transferred from CCFD to ITF in accordance with this Agreement.

“Demining”:

Any activity that removes landmines from the ground and clears land suspected to contain landmines and other unexploded explosive devices.

“Demining Project”:

A Project relating to an activity that removes landmines from the ground and clears land suspected to contain landmines and other unexploded explosive devices to which a contribution from CCFD was received.

“Donor”:

A person or corporation that has donated to CCFD.

“Final Comprehensive Report”:

A report done upon completion of a Project to which a contribution from CCFD was received.

“Matching Contribution”:

Any funds received from the Matching Fund Mechanism.

“Matching Fund Mechanism”:

An agreement between ITF and the United States Government whereby every dollar raised by ITF is matched by an additional dollar provided by the US Government.

“Project Addendum”:

A separate agreement signed in accordance with, and in addition to, this Agreement which will outline the demining project.

“Project Update”:

A status update on a Project (as defined herein) that occurs prior to completion of a particular Project.

“Project”:

Any demining plan that has been identified and developed by CCFD and is defined in the Project Addendum.

“Tender”:

A public solicitation for bids for demining in Croatia. All tenders that are done under a managing administrative agreement between ITF and CROMAC.

2. CCFD’s Undertakings

CCFD’s undertakings are as follows:

2.1. To identify and develop projects from the CROMAC database that meet CCFD guidelines. For each demining Project(s) a Project term sheet and maps must be developed and must define the following: (i) exact location and Project area; (ii) Project beneficiaries; (iii) technical information (topographic characteristics and mine situation); (iv) demining method(s); (v) Project value/budget; (vi) estimated demining timeframe.

2.2. To determine where and when the demining project is carried out according to CCFD’s guidelines and objectives.

2.3. To enter into a Project Addendum with ITF, for each demining Project, prior to each contribution to ITF. The Project Addendum is to define the exact demining Project in Croatia and include the following: (i) exact location and Project area; (ii) Project beneficiaries; (iii) technical information (topographic characteristics and mine situation); (iv) demining method(s); (v) Project value/budget; (vi) estimated demining timeframe, as well as the exact roles and responsibilities of Each Party.

2.4. To build awareness in Canada of landmines and its’ effects in Croatia and fundraise for the CCFD identified demining Project.

2.5. To make contributions to ITF as outlined in the Project Addendum.

2.6. To allow ITF to keep up to a maximum 3% fee from each contribution received from CCFD for the purpose of defraying administrative and Project costs incurred by ITF in administering contributions and otherwise performing its obligations under this contractor intermediary agreement and/or the Project addendum.

2.7. To review and approve, throughout the entire project including the pre-tender, tender and award period, all correspondence, tender(s) and documentation and ensure compliance with CCFD’s guidelines and objectives.

2.8. To send a CCFD member or agent to the tender opening.

2.9. To send a CCFD member or agent to visit a potential demining region (surrounding area not the minefield) during project development and selection (it is understood that a CCFD member or agent will not be able to visit the potential site due to safety issues).

2.10. To send a CCFD member or agent to visit the demining region (surrounding area not the minefield) during the demining process (it is understood that a CCFD member or agent will not be able to visit the demining site due to safety issues).

2.11. To review all progress reports to ensure compliance to CCFD's guidelines/targets.

2.12. To maintain adequate books and records at CCFD's Canadian office address.

2.13. To provide donors with progress reports and/or final comprehensive reports.

3. ITF's Undertakings:

3.1. To enter into a Project Addendum prior to each contribution from CCFD. The Project Addendum is to define the exact demining Project in Croatia including: (i) exact location and Project area (including maps); (ii) Project beneficiaries; (iii) technical information (topographic characteristics and mine situation); (iv) demining method(s); (v) Project value/budget; (vi) estimated demining period, as well as the exact roles and responsibilities of Each Party.

3.2. To forward all contributions received from CCFD according to each Project Addendum.

3.3. To match all contributions received from CCFD dollar per dollar from the Matching Fund Mechanism.

3.4. To forward all received matching contributions from the Matching Fund Mechanism to CCFD's identified Project and/or CCFD's next Project as mutually agreed upon.

3.5. To advise CCFD when the matching contribution is expected to be received and to advise CCFD within 30 days of the receipt of the matching contribution.

3.6. To advise CCFD of any aspects whatsoever that could affect any contributions made to ITF and/or any corresponding matching contribution.

3.7. To apply any interest money earned on the contributions from CCFD to CCFD's current and/or next Project.

3.8. To provide a summary to CCFD within 90 days of the end of the calendar year of any unused contributions.

3.9. To provide a final report to CCFD on the use of contribution within 90 days of the contribution being spent.

3.10. Upon request from CCFD to provide a Project status update within a 30 day period.

3.11. To reply to any of CCFD's concerns and/or questions as they may so arise and to provide evidence and documentation of matching contributions referenced herein and actual demining activities to the satisfaction of CCFD.

3.12. To mention CCFD as a contributor for any Projects to which CCFD has contributed. Where the Project(s) to which CCFD has contribution are outlined in ITF's publications, reports and/or website to mention CCFD as a contributor.

3.13. To return to CCFD any contributions that are under dispute for more than 180 days. To advise CCFD the date of the tender opening and to allow CCFD to send a representative to the tender opening.

3.14. To provide in a timely manner or to facilitate the provision to CCFD of all and any CCFD demining project correspondence, tender(s) and documentation as well as progress reports for review and approval.

3.15. To tender in accordance with the procedures of both ITF and CROMAC and Croatian laws and regulations.

4 Public Disclosure:

CCFD is allowed to make public any agreements, Projects, Project Addendums and/or any documentation/correspondence/letters whatsoever with ITF.

5 Mode of Payment:

CCFD will make all contributions by wire transfer to ITF's bank account as set forth in this paragraph:

Nova Ljubljanska Banka,
Trg republike 2, 1000 Ljubljana, Slovenia,
Swift Code: LJBASi2X
Account no.: 02922 0051268569

IBAN: SI56029220051268569

6 Effect and Term of Validity:

This Agreement will come into effect when executed by both parties and shall stay in effect until a mutual written agreement of the parties to terminate the agreement or either party decides to terminate the agreement as per article 8.

7 Repayment of the Remaining Assets:

ITF must repay CCFD the remaining and not mutually committed sum of the contribution:

- if ITF ceases to exist before the donation is consumed;
- if the purpose of the contribution or demining effort is accomplished;
- if the Project is cancelled for any reason whatsoever;
- if the present agreement ceases to be valid;
- if the present agreement is cancelled in accordance with Articles 6 and 8.

ITF will repay CCFD the remaining sum of the donation – minus the administration fee of 3% - if the Project(s) cannot be completed for reasons such as lack of approvals, lack of overall funding, security or safety reasons or other unforeseen circumstances and/or actions outside CCFD's / ITF's influence and decision.

Repayment is due no later than 30 days after either party has made an extensive written request based on the any of the above-mentioned criteria.

Repayment shall be made by wire transfer to CCFD's bank account as set forth in this paragraph:

8 Termination:

8.1. This Agreement may be terminated as follows:

(a) immediately by either party if the other party defaults in any of the terms or conditions of this Agreement; or

(b) by either party providing the other with 90 days' prior written notice.

8.2. The termination of this Agreement does not terminate the responsibilities of ITF undertakings established prior to the date of expiration or termination of this Agreement.

8.3. Articles 7 and 10 shall continue to survive and bind the parties upon the termination or following the expiry of the Term of this Agreement.

9 Amendments:

Amendments to this Memorandum will only be effective if they are in writing and signed by both parties.

10 Indemnity:

ITF shall at all times, indemnify and save harmless CCFD (including its directors, officers, agents and employees) of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which CCFD shall or may become liable, incur or suffer by reason of a breach, violation or non-performance by ITF of any covenant, term or provision hereof or by reason of any wrongful act or omission, default or negligence on the part of ITF or any of its directors, officers, agents, or employees.

CCFD shall at all times, indemnify and save harmless ITF (including its directors, officers, agents and employees) of and from all loss and damage and all actions, claims, costs, demands, expenses, fines, liabilities and suits of any nature whatsoever for which ITF shall or may become liable, incur or suffer by reason of a breach, violation or non-performance by CCFD of any covenant, term or provision hereof or by reason of any wrongful act or omission, default or negligence on the part of CCFD or any of its directors, officers, agents, or employees.

11 Notices:

Any notice, report, statement or invoice which shall or may be given pursuant to or in addition to this Agreement shall be in writing and shall be delivered or sent by facsimile or by delivery, addressed as follows:

ITF:

International Trust Fund for Demining
and Mine Victims Assistance
Zabrv 12
1292 Ig
Slovenia
Fax: ++386 1 4796 590
Attn: Sabina Beber Boštjančič

CCFD:

Canadian Croatian Foundation for Demining Society
4045 Napier St.
Burnaby BC
V5C 3G3
Canada
Fax: ++1 604 420 2268
Attn: Anthony Balic

Either party may change its address for service by giving written notice of such change to the other party. Any notice may be served by personal service upon a party or by facsimile to the number for notice hereunder. Notices, reports, statements or invoices given by service upon a party and any notice given by facsimile shall be effective when received.

12 Other

12.1. Time shall be of the essence of this Agreement.

12.2. The validity and interpretation of this Agreement and the legal relations of the parties shall be governed by and construed in accordance with the laws in force from time to time in the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.

12.3. This Agreement states and comprises the entire agreement between the parties in connection with the subject matter of this Agreement. There are no representations, warranties, terms, conditions, undertakings or collateral agreements express or implied between the parties other than expressly set forth in this Agreement.

12.4. If either party is prevented from performing any of its obligations under this Agreement, in whole or in part, by reason of force majeure, such party shall be excused from performance for so long as and to the extent that force majeure shall so prevent such performance, provided that such party uses reasonable efforts to restore its ability to perform its obligations hereunder. Any party claiming force majeure will, with reasonable promptness, give to the other party notice of the cause of the force majeure and its expected duration.

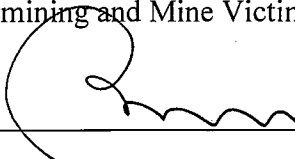
12.5. Nothing in this Agreement shall entitle any person other than the parties to any claim, cause of action, remedy or other rights of any kind in respect of the subject matter hereof.

12.6. Neither party shall assign this Agreement or any part thereof without the prior express written consent of the other party.

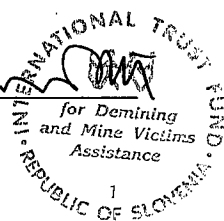
IN WITNESS WHEREOF, the parties hereof have caused this Agreement to be executed as of the date and year first above written.

This Memorandum is signed in two copies in the English language.

For the International Trust Fund for
Demining and Mine Victims Assistance:


Dorijan Maršič

Director



For the Canadian Croatian Foundation for
Demining:


Sara Shawesh

President

Date: 12 10 2010

Number: 04-3-1/39-1/10