*The following form must be completed for all Projects once they have been approved by the Project Review Council and prior to the commencement of any project implementation activities on location in the operating city of the receiving Partner. This form must be filled in electronically and once complete, printed and signed by all necessary parties forms a binding agreement between the Agent, Partner and HFI.*

**PROJECT AGENCY AGREEMENT**

This agreement is entered into on *Date* between **Hands and Feet International Society** of 141 New Brighton Park SE, Calgary, AB, T2Z 1B2, Canada (hereinafter called “HFI”), *Legal Operating Name* of *Fully Qualified Address* (hereinafter called the “Partner”), and *Full Legal Name* of *Fully Qualified Address* (hereinafter called the “Agent”). Now HFI, Partner and Agent hereby jointly set forth the following:

WHEREAS

The HFI is a society incorporated under the Societies Act of the Province of Alberta and organized pursuant to the laws of Canada having the Purposes set out below:

1. To be the hands and feet of Jesus Christ extended, to serve people in need globally through acts of Christian compassion, by men and women of like-minded faith and lifestyle.
2. To perform works of missionary service that build resiliency and improve the lives of vulnerable children, women and men suffering under poverty and marginalization or otherwise at-risk in any nation throughout the world.
3. To assist and build capacity in other aligned, faith-based charities operating in the developing world through the sourcing of short-to-medium-term volunteer Canadian personnel with needed business, medical and other technical skills, focusing on training and leadership development.

In pursuance of these purposes, the Board of Directors of the HFI hereby resolve to appoint the Agent for the purpose of meeting the emergent needs of people pursuant to its Purposes above, in accordance with the specific directives issued by the HFI (the "Project");

The Project shall consist of click here to enter project objective text, which further activities, milestones and anticipated outcomes are stated in the attached Schedules “A” and Schedule “B”.

The Agent has agreed to act as agent of the HFI for the purpose of implementing its objectives concerning the Project.

The Partner has agreed to receive, take ownership and title of the tangible property (the “Asset”) that the Project will create and will covenant to maintain and utilize the Asset and its effects to further its charitable services mandate in the location and region where the Project will be delivered.

The HFI, the Agent and the Partner therefore agree as follows:

* 1. The Agent shall:
     1. accept the appointment of Agent from the HFI, and hereby agree to act as the agent of the HFI for the implementation of the Project;
     2. expend funds only in accordance with the direction of the HFI
     3. act on behalf of the HFI in accordance with the purposes of the HFI hereto and such other terms and conditions as may be specified by the HFI from time to time;
     4. not to obligate the HFI to any matter or thing without the authorization and direction of the HFI;
     5. segregate and keep in separate accounts all funds provided by the HFI until such funds are spent by the Agent;
     6. keep accurate accounts and records of all funds received from the HFI and disbursed on its behalf in the form prescribed by the HFI;
     7. only spend up to a maximum of the budgeted amount per each category line item. Should more funds be required to complete the Project, the Agent shall first submit an explanation and a revised budget prior to the overspending for approval from the Project Coordinator. Should less funds be required to complete the Project, the HFI is not obligated to disburse the unspent budgeted amount;
     8. report to the HFI immediately at the completion of each Project Phase as set out in Schedule “A” in English in writing as to all its activities on behalf of the HFI according to the information requested by the HFI Project Progress Update Report template. Failure to submit adequate narrative, financial reports, receipt back-up and other requested progress update information may result in a delay or discontinuance of subsequent Project funding release payments from HFI;
     9. report to the HFI immediately at the completion of the Closeout Phase of the Project as set out in Schedule “A” in English in writing and a as to all its activities on behalf of the HFI according to the information requested by the HFI Project Closeout Report template. Failure to submit adequate narrative, financial reports, receipt back-up and other requested progress update information may result in a delay for HFI to formally close out the Project and complete the transfer of ownership of the tangible asset created to the receiving Partner.
     10. adhere to the following financial expectations of the HFI:
         1. The HFI will transfer funds to the Agent according to the cash flow needs determined by the Phased Project Budget as set forth in Schedule “C”, subject to receiving adequate reports as stipulated in the reporting articles included in this Agreement.
         2. The HFI will plan transfer funds for the subsequent Project Phase with seven (7) days of receiving a satisfactorily completed Progress Update report for the previous Project Phase.
         3. The HFI cannot transfer funds until narrative and financial reporting as set forth in this Agreement from the previous Project Phase is satisfactorily completed.
         4. The HFI reserves the right to withhold or even terminate funding if the Project is not being implemented in accordance with the Agreement and/or if it is in HFI sole opinion that the Project is being implemented in a manner that is incompatible with HFI’s purposes and values as a Christian organization. Any decision by HFI to withhold or terminate continuance of this Agreement will be sent to the Agent in writing.
         5. A portion of the total amount to be expended on the Project, as described in Schedule “C”, may be dependent upon the receipt of donations not currently in hand. Any shortfall in donations received, as against the Project budget, may necessitate an adjustment of the Project budget and the scope of its objectives, or, the early termination of the Project. The HFI agrees to provide the Agent with a minimum notice of one (1) month of any such changes necessitated by a shortfall in donations received.
     11. adhere to the following tangible asset tracking and transfer expectations of the HFI:
         1. Include in the Project Phase Update Reports for the duration of the Project, all activities that are adding to the creation of the tangible asset, and an estimate of the progressively increasing value and per cent completion of the tangible asset to be created as set forth in Schedule “A’ and Schedule “B”.
         2. At the completion of the Project Closeout Phase, to ensure that proper legal registration, title and licensing of the tangible asset created by the project is transferred into the name of the receiving Partner.
     12. The Agent agrees to use their best efforts to faithfully represent the HFI and to conduct all Project activity in a manner in keeping with the highest ideals of Christian principles and the expectations pertaining to an agent of The HFI.
     13. The Agent acknowledges that it is solely the agent of the HFI in conducting the Project and nothing in the agreement shall constitute the Agent to be the business partner of or coventurer of the HFI.
     14. The Agent confirms and acknowledges that:
         1. funding for the purposes of the Project will not be used to benefit terrorist groups or individual members of these groups, or for terrorist activities, either directly or indirectly, as defined in s.83.01 of the Criminal Code of Canada. The Agent acknowledges that the HFI reserves the right to terminate its relationship with the Agent at any time in the event that the Agent has been or may have been compromised by any connection in illegal activity including, but not limited to, connection whatsoever with terrorist activity or groups;
         2. it is not currently, nor has it ever been, a member of any of the “listed entities” listed as terrorist entities by Public Safety Canada;
         3. it will indemnify the HFI, its directors, employees, agents, affiliates, and volunteers harmless in the event that the HFI, or any of the other indemnified parties, suffer any damage as a result of the Agent’s failure to comply with the HFI’s policies.
  2. The Partner shall:
     1. Use their best efforts to fulfill their obligations as stated in the Project Guidelines Policy in regards to assisting and facilitating the Agent as they perform their role as Project Agent and that as the receiving Partner will provide the Agent access to all people, offices, equipment, and other appropriate provisions in order to ensure timely and successful delivery of the Project as stated in Schedule “A” and Schedule “B”.
     2. Agree to maintain their Partnership Memorandum of Understanding with HFI in good standing throughout the duration of the Project implementation.
     3. Agree to be named as the receiving Partner from HFI of the tangible assets created by the project and to take ownership and title of all such assets at the completion of the Closeout Phase of the Project.
     4. Agree to permit without limitation that all Project Stories and Project Update Reports related to the Project to be published on the HFI website and other social media accounts that HFI operates. This permission as it relates to an HFI Project Story shall survive the termination of this Agreement.
  3. The HFI shall:
     1. Perform all actions diligently as outlined for HFI in the Project Guidelines Policies and fulfil all elements of the Who We Are policy document.
     2. Provide ongoing project support to and remain in regular communications with the Agent via their assigned Project Coordinator throughout the Project implementation period.
  4. All Parties shall:
     1. Agree that the Project shall begin Click here to enter project start date and remain in effect until the anticipated completion date of Click here to enter a project finish date. The Agent shall continue to act as the agent for the HFI until such time as the Project is completed as per the terms of this Agreement.
     2. Agree that neither the HFI nor the Agent nor the Partner may assign its rights or obligations hereunder without the written consent of the other party hereto.
     3. Agree that changes to this Agreement will be permitted as long as the changes are agreed to in writing by all parties and that all parties agree that the changes become an integral part of the Agreement from that point forward and will remain in effect until the Agreement is terminated.
     4. Agree that time shall be deemed to be of the essence with respect to all time limits mentioned in this agreement.
     5. Agree this Agreement shall be governed in all respects by and interpreted in accordance with the laws of the Province of Alberta and that the Parties hereby attorn to the exclusive jurisdiction of the Alberta courts.
     6. Have had the opportunity to seek independent legal advice with respect to the matters addressed in this Agreement, that they fully understand the terms of this Agreement and that they have not been influenced by any representations or statements made by or on behalf of any party otherwise not recorded in this document.
     7. Agree that If any covenant or obligation set forth in this Agreement shall be invalid or unenforceable, the remainder of this Agreement of the application of such obligation to the parties of circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each obligation shall be separately valid and enforceable to the fullest extent permitted by law.
     8. UNDERSTAND AND AGREE that this Agreement contains the entire agreement between HFI, the Agent and the Partner and that the terms of this Agreement are contractual and binding.

**Authorizations**

**Please print out this form and acquire applicable authorized signatures.**

**Agent: \_\_ Date:**

**Partner: Date:**

**HFI Director: Date:**

**SCHEDULES**

1. **Project Plan and Milestones**
2. **Project Outcomes**
3. **Project Budget**