



## PROJECT IMPLEMENTATION AGREEMENT

BETWEEN

TRADE FACILITATION OFFICE CANADA

AND

CAMBODIA WOMEN ENTREPRENEURS ASSOCIATION

This PROJECT IMPLEMENTATION AGREEMENT (hereinafter referred to as the “Agreement”) is entered into this 15<sup>th</sup> day of September 2021 (the “**Effective Date**”, that is on the date that is signed by the last party to sign the Agreement) BETWEEN:

1. **TRADE FACILITATION OFFICE CANADA / BUREAU DE PROMOTION DU COMMERCE CANADA**, a not-for-profit corporation incorporated under the laws of Canada and having its registered office at 130 Slater Street, Suite 400, Ottawa, Ontario, Canada K1P 62E (hereinafter, “**TFO Canada**”) of the one part;

AND

2. **CAMBODIA WOMEN ENTREPRENEURS ASSOCIATION**, a not-for-profit professional association, registered at Royal Government of Cambodia Ministry of Interior, No. 483 ស៊ីជីណូ (Sor Chor Nor), established in accordance with the Constitution of the Kingdom of Cambodia, stipulated in Chapter 3, Article 42, Paragraph 1 and the Law on Associations and Non-governmental Organizations. (Hereinafter referred to as “**CWEA**”) of the other part, jointly referred to as the Parties.

**WHEREAS** TFO Canada has executed a contribution agreement with the Government of Canada through which TFO Canada can build the capacity of Trade Support Institutions and small and medium-sized exporters in the developing world, especially women-led (WL) enterprises and contribute to economic growth and poverty reduction;

**WHEREAS** CWEA wishes to contribute to the project (the “**Project**”) described in Appendix A, in conjunction with TFO Canada that will increase gender-responsive trade programs to strengthen the export capabilities of Small Medium-sized Enterprise (SME) exporters (particularly those owned/managed by women) in the artisan sector with the objective of taking advantage of new export opportunities offered by the international market;

**WHEREAS** each Party wishes to implement directly the elements of the Project for which it is responsible, as specified in Appendix A, such that no transfer of funds is anticipated between the Parties; and

**WHEREAS** CWEA and TFO Canada are entering into this Agreement in respect of those elements of the Project that will be financed by TFO Canada and CWEA, as further set out in this Agreement.

**NOW THEREFORE** the Parties hereby agree as follows:

## **1. INTERPRETATION**

### **1.1 Definitions**

1.1.1 Capitalized terms that are used, but not defined in the main body of this Agreement, have the meanings ascribed to them in Article 1 (Definitions) of Appendix G – General Terms and Conditions.

### **1.2 Appendices**

1.2.1 The following Appendices form part of this Agreement:

Appendix A – Project Description

Appendix B – Project Budget

Appendix E – Reporting Requirements

Appendix F – Financial Terms

Appendix G – General Terms and Conditions

1.2.2 The Parties confirm that they have read and understood all the terms and conditions of this Agreement, including Appendix G – General Terms and Conditions, and agree to be bound by them.

### **1.3 Entire Agreement**

1.3.1 This Agreement contains the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all discussions, understandings or agreements, whether oral or written. Each Party represents that it has not relied on or been induced to enter into this Agreement by a statement or representation made by the other Party, other than those expressly set out in this Agreement.

### **1.4 Conflict**

1.4.1 In case of conflict between provisions of this Agreement, the order of precedence shall be the following:

- i. The main body of this Agreement (the “**Articles of Agreement**”) and any amendments thereto;

- ii. The work plan submitted by CWEA under Section 6.2.1 (Reports) of this Agreement, once approved in writing by TFO Canada (the “**Work Plan**”);
- iii. The Appendices to the Agreement in the following order, and any amendments thereto: (i) Appendix E – Reporting Requirements; (ii) Appendix F – Financial Terms; (iii) Appendix G – General Terms and Conditions; (iv) Appendix A – Project Description; and (v) Appendix B – Project Budget; and
- iv. The reporting forms and templates provided by TFO Canada.

## **1.5 Currency**

- 1.5.1 Except where otherwise expressly provided, all amounts referenced in this Agreement are stated and will be calculated in Canadian currency.

## **2. PERFORMANCE OF THE PROJECT**

### **2.1 CWEA’s and TFO Canada’s Performance of the Project**

- 2.1.1 The parties will perform and administer the Project in accordance with sound professional practices and in a competent and professional manner by knowledgeable, trained and qualified Personnel.
- 2.1.2 The parties shall comply with all applicable national, federal, provincial and municipal laws in relation to the Project in Canada and Cambodia.
- 2.1.3 The parties shall comply with the delivery schedule set out in the Work Plan, and each party shall advise the other party promptly in writing if it, acting reasonably, believes that it will not be able to meet the delivery schedule set out therein.
- 2.1.4 The parties agree to address and comply in all respects with any requirement or request imposed by any regulatory authority having jurisdiction over the Project in order to complete the Project in a timely manner.

## **3. TERM AND TERMINATION**

### **3.1 Term and Termination**

- 3.1.1 This Agreement comes into force on the Effective Date and will continue until the completion of the Project to the satisfaction of TFO Canada (the “**Term**”), unless earlier terminated in accordance with the terms of this Agreement.
- 3.1.2 Notwithstanding any provision to the contrary, TFO Canada may terminate this Agreement immediately if the Organization fails to comply with the conditions of this Agreement.

### **3.2 Survival**

- 3.2.1 Notwithstanding the expiration or termination of this Agreement, those provisions which are stated to or which by their nature are intended to survive such expiration or termination shall survive for a period of three (3) years, including the following provisions of Appendix G – General Terms and Conditions:
  - a. Article 14 (Monitoring and Evaluation);
  - b. Article 15 (Accounts and Financial Records);
  - c. Article 16 (TFO Canada’s and the Government of Canada’s Right to Audit);

- d. Article 21 (Default and Remedies);
- e. Article 22 (Indemnification); and
- f. Article 29 (Intellectual Property).

## 4. FUNDING

### 4.1 Contribution

4.1.1 Subject to the terms and conditions of this Agreement, **unless otherwise mutually agreed to change**, the **initial budgeted** total value of the Project is Thirty-two Thousand five Hundred Sixty-nine Canadian dollars (**CAD \$32,569**), as detailed in Appendix B – Project Budget and the total **projected** Contribution provided by each Party in respect of the Project shall be:

- a. **Thirty-one Thousand and Sixty-nine Canadian dollars (CAD \$ 31,069)** to be provided by TFO Canada, as detailed in Appendix B – Project Budget, and, subsequently, in the detailed budget contained within the Work Plan; and
- b. **One Thousand five hundred Canadian dollars (CAD \$1,500)**, to be provided by CWEA, as detailed in Appendix B – Project Budget, and, subsequently, in the detailed budget contained within the Work

### 4.2 Payments

**4.2.1** Each Party will manage the hiring and contracting process for its activities, as contemplated in Appendix A – Project Description, following the budget outlined in Appendix B – Project Budget.

**4.2.2** Subject to the terms and conditions of this Agreement, TFO Canada will pay or reimburse the amounts invoiced by the selected local contractors and staff and submitted by CWEA as Eligible Costs incurred towards the achievement of the outcomes identified in Appendix A – Project Description and upon receipt of Payment Requests submitted in accordance with Article 3 (Terms of Payment) of Appendix F – Financial Terms.

**4.2.3** Costs incurred by CWEA prior to the Effective Date shall not be considered Eligible Costs for the Project and will not otherwise be eligible for reimbursement by TFO Canada under this Agreement.

## 5. GENDER EQUALITY POLICIES

### 5.1 Gender Equality

5.1.1 In line with Global Affairs Canada's Policy on Gender Equality ([www.international.gc.ca/world-monde/issues\\_developpement-enjeux\\_developpement/priorities-priorites/policy-politique.aspx?lang=eng](http://www.international.gc.ca/world-monde/issues_developpement-enjeux_developpement/priorities-priorites/policy-politique.aspx?lang=eng)) and TFO Canada's Gender Equality Policy, CWEA shall explicitly and systematically implement the gender equality commitments identified in Appendix A – Project Description, and any other gender equality considerations derived from subsequent gender equality analysis as required by TFO Canada, at all stages of the Project.

5.1.2 As part of its regular reporting to TFO Canada, CWEA shall report on gender equality issues and results.

## 6. REPORTING

### 6.1 Expected Results

The expected results which are contained within Appendix A – Project Proposal shall be implemented, monitored and reported by CWEA based on the result statements, indicators and targets found in that document.

### 6.2 Reports

6.2.1 CWEA shall forward to TFO Canada, for review and approval, the reports set out in Appendix E – Reporting Requirements using the forms/templates provided by TFO Canada and in accordance with the following deadlines:

<b>Report</b>	<b>Deadline</b>
Annual Work Plan	September 30, 2021
Quarter Report	Due December 2021 for the period September to November 2021
Final Report	End of March 2022

6.2.2 CWEA will supply draft versions of its reports using TFO Canada report form/templates at least two (2) weeks prior to the deadlines specified in Section 6.2.1 above. TFO Canada will undertake to review CWEA's draft reports on a timely basis to permit CWEA to reasonably submit final versions of its reports by the deadlines specified in Section 6.2.1 above. TFO Canada will confirm to CWEA in writing once it has approved and accepted each of CWEA's reports.

6.2.3 In addition to the reports described above, CWEA will submit a monthly report reflecting all In-Kind and/or In-Cash Contribution expenses within fourteen (14) days of the end of each month during the Term. CWEA shall ensure that a qualified accountant prepares this monthly report submitted to TFO Canada.

6.2.4 All In-Kind and/or In-Cash Contribution reporting required within the above-mentioned reports will be provided using the templates provided by TFO Canada and it shall be done in Canadian dollars. CWEA will be required to explain to TFO Canada, and provide full supporting documentation if requested, the currency conversion rate used to report in Canadian dollars.

6.2.5 CWEA shall provide, in a timely manner, to TFO Canada whatever additional information TFO Canada may reasonably require or request in order to comply with its reporting and contractual obligations with the Government of Canada for the overall Project or which TFO Canada may require for their reporting requirements.

## 7. SUBCONTRACTS

### 7.1 Subcontracting

7.1.1 CWEA may make Subcontracts or Sub-agreements with duly qualified specialists or firms in order to perform its obligations under this Agreement and implement elements of the Project.

- 7.1.2 In such cases, CWEA shall assume the liability for the services rendered and the deliverables provided by the Subcontractor.
- 7.1.3 In such cases, CWEA shall ensure that any Subcontracts or Sub-agreements contain, and all Subcontractors agree to be bound by, the following or substantially similar provisions from Appendix G – General Terms and Conditions: (a) Article 7 (Confidential Information – Non-Disclosure); (b) Article 8 (Business Conduct); (c) Article 15 (TFO Canada’s and the Government of Canada’s Right to Audit); (d) Article 23 (Intellectual Property); (e) Article 32 (Anti-Corruption); (f) Article 33 (Anti-Terrorism); (g) Article 34 (International Sanctions); and (h) Article 40 (Liability and Security).
- 7.1.4 CWEA shall be solely responsible for the payment of all Subcontractor fees.
- 7.1.5 CWEA may (but is not obligated to) include, in each Subcontract, a provision requiring the Subcontractor to indemnify CWEA for the Organization’s responsibilities and obligations related to the Project or requiring the Subcontractor to purchase third party liability insurance.

## **8. NOTICES AND COMMUNICATIONS**

- 8.1 Notices and communication under this Agreement shall be in writing and will take effect from receipt at the address as notified by each Party. Delivery can be made through personal service, facsimile, registered mail or email against a written confirmation of receipt. Designation of the authorised representative of each Party, their respective addresses and other contacts are given herein below:

### **TRADE FACILITATION OFFICE CANADA:**

Address: 130 Slater Street, Suite 400  
Ottawa, Ontario, Canada  
K1P 62E

Attention: Mahmud Hossain – Project Manager  
Telephone: +1 613-233-3925 ext. 27  
E-mail: mahmud.hossain@tfoCanada.ca

### **CAMBODIA WOMEN ENTREPRENEURS ASSOCIATION:**

Address: Phnom Penh Center, Building H, Room #486 (4th floor), Sothearos Blvd,  
S/K TonleBassac, Khan Chamkarmorn, Phnom Penh.  
Email: info@cweacambodia.org  
Tel: (+855) 23 22 43 46 H/P: (+855) 78 96 20 20  
Web: www.cweacambodia.org  
Attention: Oknha. Keo Mom, CWEA President

- 8.2 On behalf of the Parties, CWEA, in cooperation with TFO Canada, shall be responsible for answering all questions and attending to all requests for information from any Cambodian governmental agencies with regards to the Project, including funding for the Project.

## **9. APPROVAL OF CHANGES**

### **9.1 Changes**

9.1.1 Changes made to the scope or nature of the Project or to the expected results of the Project shall be made according to Article 3 (Amendment) of Appendix G – General Terms and Conditions.

9.1.2 Changes which do not affect either the scope or nature of the Project or the expected results of the Project shall be subject to approval by TFO Canada either through (a) the Work Plan, or (b) such other reports as set out in Section 6.2 (Reports) above and Appendix E – Reporting Requirements. Any changes that have an impact on the budget shall be subject to approval by TFO Canada.

## **10. GENERAL**

### **10.1 Time of Essence**

Time is of the essence in all respects of this Agreement. Project deadlines must be met by the Parties, except in the event of an act of god or force majeure.

### **10.2 Privity; No Third Party Beneficiaries**

This Agreement does not create privity between CWEA and any person or party other than TFO Canada and the Government of Canada. This Agreement is not intended for the express or implied benefit of any third party other than the Government of Canada.

### **10.3 Dispute and Conflict Resolution**

10.3.1 Any dispute arising out of or in connection to this Agreement, including interpretation or application of any provision herein contained, shall be resolved amicably in good faith by direct negotiations between the Parties within a period of thirty (30) days from the date that one Party receives notice of the dispute from the other Party.

10.3.2 In the event that a dispute is not resolved within that thirty (30) day period, the Parties agree to submit, unconditionally and irrevocably, to the procedures and decisions of an arbitration board comprising two (2) arbitrators, one (1) designated by each Party and a third to be named by mutual agreement between the Parties, which arbitration will take place virtually or at a reasonable location to be identified by TFO Canada. It is understood that the arbitration board may provide a decision on the issues and questions regarding a particular case that is under dispute in which the Parties are not in agreement. Subject to applicable laws, the decision of the arbitration board is final and may not be appealed. CWEA will participate in the arbitration process indicated in this clause, subject to prior approval from the corresponding organization in Cambodia.

**IN WITNESS WHEREOF** the Parties hereto have signed two originals of this Agreement in the English language, at the places and dates indicated below.

For and on behalf of  
**TRADE FACILITATION OFFICE CANADA /  
BUREAU DE PROMOTION DU COMMERCE CANADA**

Signature:

Name:  
Designation:  
Place and Date:

For and on behalf of  
**CAMBODIA WOMEN ENTREPRENEURS ASSOCIATION**

Signature:



Name: **Oknha. Keo Mom**  
Designation: **CWEA President**  
Place and Date: *Phnom Penh*, **16<sup>th</sup> September 2021**