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UNITED ISRAEL APPEAL OF CANADA INC.
Contract PC15-012

Recipient **Upper Galilee Regional Council**
Address 1210000 ISRAEL

Dear Sirs/ Mesdames,

Re: **Active Friday**

The United Israel Appeal of Canada, Inc. (hereinafter – UIA), has decided, at your request and after having received a commitment from a Donor to provide the required funds, to participate in the charitable project described in Appendix "A" hereto (hereinafter – the Project). It has approved your operation of the Project as its Agent, subject to the following terms and conditions:

1. You confirm that the total budget for the Project is as set out in Appendix "A", and the share of the UIA in funding the operation of the Project will be amount equal to 35% of the total cost thereof (hereinafter – UIA's share), but not more than **USD 12,100**. You will carry out the Project in its entirety in accordance with Appendix "A", will make no changes therein nor any change in excess of 10% of the budget thereof without the prior written consent of UIA, and will provide funding for all other costs of operation of the Project, including any budget overruns, at no additional cost whatsoever to UIA.
2. The UIA will **reimburse** you for UIA's share of the costs of operation of the Project in accordance with Appendix "A" upon being provided with adequate proof that the Project has been carried out and the costs thereof paid. The obligations of the UIA under this subsection shall be subject to the UIA having actually received the moneys from the Donor to fund the reimbursement being requested. Upon receipt of the request for reimbursement, if the UIA has not yet received the moneys from the Donor, it will immediately notify the Donor of the request and will reimburse the Agent upon receipt of the funds.
3. You undertake to pay all costs required of implementation of the Project as they come due, and to utilize the UIA funds only for reimbursement of UIA's proportionate share of such costs and for no other purpose whatsoever.
4. You will ensure that the Project is carried out in a proper, professional and cautious manner, will be solely responsible for all matters connected with the implementation and operation of the Project, and shall carry adequate insurance against such liability. You will hold UIA harmless against any liability, cost or expense incurred by UIA in connection with the Project and will indemnify it against any such cost, loss or expense.
5. UIA shall have the right to inspect or monitor the implementation of the Project at any reasonable time in order to ensure that it is being carried out in accordance with Appendix A, and that the use of UIA funds is in accordance with this agreement. In addition, UIA shall be entitled to appoint an auditor to examine your books and records to determine your compliance with this agreement.
6. In all publicity concerning the Project, you shall, if directed by UIA, specify that funding for the Project was provided by UIA. In addition, UIA may require you to specify the name of the Donor to UIA as a contributor to the Project in such manner as UIA may instruct.

Please confirm your agreement to the above by signing and returning the attached copy of this letter.

Sincerely yours,
The United Israel Appeal of Canada, Inc.

Per:

We, the undersigned galil-elion, agree to the above terms and conditions.

Date: 12/1/16

Stamp and Signature: [Signature]

מועצה אזורית
הגליל העליון