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ANNEX "A"

CANADIAN EDUCATION FUND

CONTRIBUTION AGREEMENT

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THIS CONTRIBUTION AGREEMENT made this 41 day of March, 1993

BETWEEN:

AND:

Her Majesty the Queen in Right of Canada, herein represented by the Canadian Embassy in Pretoria, South Africa (hereinafter referred to as "the Embassy").

Mthimba Work and Study Centre (hereinafter referred to as "Mthimba").

WITNESSETH THAT:

1.0 The Project

1.1

1.2

The Project shall consist of a contribution of R 65,000 to Mthimba to cover the costs of partitioning buildings, purchasing equipment, furniture and materials for the Mthimba Work and Study Centre.

The Embassy should be consulted in writing in advance of any modification to the Project.

2.0 The Contribution

2.1

2.3

2.5

Subject to the provisions of the Agreement, the Embassy will make a contribution (hereinafter referred to as "the Contribution") to Mthimba with respect to the Project in an amount up to Sixty Five Thousand South African Rand (R 65,000). Unless otherwise agreed in writing, this amount represents the Embassy's full and final contribution to the Project. Any additional costs incurred are the responsibility of Mthimba.

The Contribution shall be paid by the Embassy in one instalment by way of the cheque accompanying this Agreement.

The Contribution, including any interest earned thereon, will be used exclusively for the purposes stated in Article 1.1 above.

All sums advanced by the Embassy shall be acknowledged by a receipt from Mthimba.

Unless otherwise agreed, in writing, the Contribution will be fully utilized and accounted for by 31 October, 1993. Any funds provided for the Project which are not spent by this date, or are in excess of actual Project requirements, shall be refunded to the Receiver General of Canada in care of the Embassy.

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3.0 Records

3.1

Until informed in writing by the Embassy that the Project is officially "closed", Mthimba will maintain and retain, accurate records relating to the Project detailing all disbursements from the Contribution in a such a manner that they can be clearly identified and verified. Mthimba shall keep available for audit and evaluation purposes all documentation pertaining to the utilization of the Contribution including official receipts, invoices, accounts and all such records as may be required to fully and uniquely account for the entire Contribution. Mthimba will afford Embassy and other Canadian Government representatives proper access and facilities required to conduct such audits as may be required.

4.0 Announcemegts and Ceremonies

4.1

4.2

Mthimba will acknowledge the Contribution in any reference made by it with respect to the Project in publications, speeches, press releases or other similar matters.

The Embassy reserves the right to publicize the Canadian Contribution both within South Africa and abroad.

5.0 Monitoring and Reporting

5.1

During the course of the implementation of the Project, Mthimba shall permit or cause to be permitted any authorized representative of the Embassy reasonable access to the site/s of the Project for purposes of inspecting and assessing Project progress.

At the completion of the Project, Mthimba shall submit to the Embassy a Final Report which shall include a summary of all Project activities funded through the Contribution, a commentary on Project implementation relating actual results achieved to the Project's goals and objectives as stated in the original Project Proposal and a final audited financial report. This financial report shall be supported by original or copies of all receipts, vouchers financial statements and other documents pertaining to the disbursement of the Contribution.

Unless the Canadian Contribution can be clearly and uniquely identified therein, general implementation and financial reports are not acceptable.

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5.4 The Final Report for the Project must be received by the Embassy no later than 31 October, 1993. Until this report is received, the Embassy will not entertain any further requests for funding from Mthimba.

6.0 Termination

6.1 Notwithstanding anything contained in this Agreement, the Embassy may at any time by notice in writing, terminate this agreement in whole or in part. In this event, Mthimba shall have no claim against Her Majesty by reason of such termination other than payment of expenses actually incurred under this Agreement to the date of such termination.

7.0 Compliance

7.1 The Embassy may withhold or cancel any or all payments if Mthimba fails to use the Contribution exclusively for the purposes outlined in Article 1.1 above and in accordance with the provisions of this Agreement.

8.0 Budget Review

8.1 If the Embassy is directed to proceed with a re-examination of its budget for purposes of effecting reductions for specific financial years, this Agreement may be reviewed accordingly.

9.0 Notice

9.1 Any notice to the Embassy or to Mthimba with respect to this Agreement shall be effectively given if delivered or sent by letter, telex or facsimile addressed to the Embassy or to Mthimba at its address as given in this Agreement or other address designated in writing.

For the Embassy

Canadian Embassy

P.O. Box 26006

Arcadia 0007

Pretoria

Attention: Counsellor (Development)

Telex: 3-22112 (CANAD SA)

Fax: (012) 325-7761

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For Mthimba

Mthimba Work and Study Centre

P.O. Box 61448

Marshalltown 2107

Attention: Mr. Leslie Gumbi, Project Co-ordinator

9.2 Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by telex or facsimile shall be deemed to have been received one working day after being sent; any notice given by letter shall be deemed to have been received eight (8) calendar days after the date of mailing.

10.0 General

10.1 The effective date of this Agreement shall be the date of the last signature.

10.2 This Agreement shall not be assigned by Mthimba without the prior written consent of the Embassy.

10.3 Unless terminated as provided in this Agreement, this Agreement shall remain in effect until the Final Report is received and Mthimba has been notified in writing that the Project is "closed".

11.0 Amendment

11.1 This Agreement may be amended by an exchange of letters between the Embassy and Mthimba.

12.0 La

12.1 This agreement shall be governed by and construed in accordance with the Law of South Africa.

13.0 Fundraising

13.1 By signing this Agreement, Mthimba certifies that no individual or organisation employed by or in any way associated with Mthimba has any personal financial interest or will receive any proportional financial compensation as a result of this Contribution.

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14.0 Entire Agreement

14.1 This Agreement constitutes the entire Agreement between the Parties with respect to the Project.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first herein above written.

Her Majesty the Queen in Right of

Canada

per:

Title:

Mthimba Work and Study Centre

per: w '

Title: .

Q7344;- MW.