

AGENCY AGREEMENT

Between: Alliance for Progress Worldwide-A Charitable Foundation, 126 Arbour Ridge Close NW, Calgary, Alberta, Canada T3G 4M5 (Principal)

And: Headmaster, Mominpur High School, Rangpur Sadr, Rangpur, Bangladesh (Agent)

Whereas the Principal wishes to retain the Agent to carry out certain charitable activities of the Principal, in furtherance of the Principal's charitable purposes;

And whereas the Principal and this agreement, are subject to the provisions and requirements of the Income Tax Act (Canada);

The parties agree as follows:

1. The Agent shall carry out the charitable activities (the "project(s)") of the Principal specified in Appendix A to this Agreement on behalf of, and under the direction and control of the Principal. Appendix "A" shall contain a detailed description of the project(s), and all associated duties of the Agent, the proposed budget, and a project timeline and milestones.
2. All funds and property provided by the Principal shall remain segregated and apart from the funds and property of the Agent until such time as they are applied to the charitable activities. The funds shall be maintained in a separate bank account.
3. The Principal will make payments and/or deliveries to the Agent at periodic intervals based on approved budget and timelines contained in Appendix "A", and on confirmation by it, in its sole discretion, that reasonable progress is being made on the project(s) and that its resources are being applied to the project(s) in accordance with its instructions. The Principal reserves the right to cancel the project(s) if in its view the project(s) are not being implemented satisfactorily.
4. The Agent shall maintain separate, accurate and complete books and records for all projects carried out on behalf of the Principal. These records will include all information concerning the bank account, confirmation of all funds received from the Principal, itemization of all expenditures of such funds on the projects and all invoices and receipts that relate to funds disbursed on the projects.
5. The Agent shall provide a written progress every six month and an annual report at the end of a year. The six month report will be brief, but will contain enough information to make an assessment of the progress in the projects. The annual report will be elaborate and in addition to a detailed description of the status of the work, will contain all the financial information as per article 4 above. Continued funding of the project(s) will be based on the evaluation of the Annual report by the Principal. The Principal may, in its sole discretion, withdraw or withhold any or all funds any time if the Agent fails to perform as per Appendix "A" or if the progress in the project(s) as can be evaluated from the six month report or the annual report is deemed insufficient.
6. The agent shall permit the Principal's representatives(s) to enter any premises used by the agent in connection with its operations to observe, inspect and

evaluate the charitable activities, and inspect all related books and records, at any reasonable time.

7. The Agent can present new projects for consideration by the Principal. Any new project must be approved by the Principal's Board of Trustee and will be set out in a new Appendix which shall be signed by both parties and will form part of this Agreement. All terms of this Agreement will apply to each new project.
8. This agreement shall take effect when signed by the last signatory. ("effective date), and shall terminate upon completion of all projects, at the end of twelve months after the effective date or as per article 3. On termination, the Agent shall immediately refund and return to the Principal any funds and property advanced to it by the Principal that have not been expended in accordance with this Agreement on charitable projects.
9. Where any of the Principal's funds and/or property are used in the acquisition, construction or improvement of any immovable capital property, legal title to that property shall be held in the name of Mominpur High School to provide benefits to the community at large. The Agent shall provide to the Principal legal documentation to evidence this fact upon completion of the capital project.
10. The Agent is not the general agent of the Principal, but its agent only for the specific purposes set out in this Agreement.
11. This Agreement is subject to, and shall be constructed in accordance with the laws of Canada.

Principal per: Authorized signature with the Authority to bind the organization

Dr. Jasimuz Zaman - Chair

Name and position of signatory

**Alliance for Progress Worldwide A Charitable Founfation
126 Arbour Ridge Close NW, Alberta, Canada T3G 4M5**

Full name and address of Principal

Witness

Name and address of witness

Date of signing:

Agent per: Authorized signatory with the authority to bind the Organization

Md. Badiuzzaman Sarkar-Headmaster

Name and position of signatory

**Mominpur High School
Bogra Sadr, Bogra, Bangladesh**

Full name and address of Agent

Witness

Name and address of witness

Date of signing:

APPENDIX "A"

1. Specific activity or activities to be funded or resourced by Principal. (Set out details of each activity, including location, exactly what is to be undertaken and

how, and an explanation of how each activity or project will further the Principal's charitable purpose(s):
All of the following activities will take place at Mominpur High School, Rangpur Sadr, Rangpur, Bangladesh.

Project a: Laboratory chemicals and appliances

Project b: Furniture for class room and library

Project c: Student merit award based on public examination at Secondary School Certificate level

Benefits of the projects:

Project a will give the school the ability to conduct its science classes in a more effective manner that will enhance student learning.

Project b will class room and library facilities and provide better learning environment.

Project c will promote competition among students and motivate them to do better in public examination. It will contribute to the overall learning environment.

2. Total projected funds to be provided by Principal. (Allocate to each activity or project):

Laboratory chemicals and appliances: Tk. 35,000.00

Furniture for class room and library: Tk. 22,000.00

Scholarship: Tk. 8,000.00

Total: Tk. 65,000.00

(approximately Canadian dollar one thousand)

Projected completion date of each activity. (Breakdown into interim or milestone dates and final completion date):

One year from effective date of start – Starting from the effective date

The schedule and content of report will follow Article 5 of the Agreement.

Report 1: Six month progress report on items a, b and c

Report 2: Final Annual report on items a, b and c