

OUTSOURCING AGREEMENT made in _____ on the ____ day
of _____.

BETWEEN: OPTIMIST CLUB of

(Hereinafter the "**Agent**")

AND: OPTIMIST INTERNATIONAL FOUNDATION OF CANADA, legal person duly constituted having
its head office at 5205, boul. Métropolitain est, bureau 200
Montréal (Québec) Canada H1R 1Z7

(Hereinafter referred to as "**Optimist**").

WHEREAS Optimist is constituted, by Letters Patent, as a corporation under Part II of the Canada Corporations Act

WHEREAS Optimist's object is to carry out charitable activities in Canada, and as such, is recognized as a charitable organization under the Canada Income Tax Act and the Quebec Taxation Act (the "**Acts**").

WHEREAS Agent is not a charitable organization under the Acts.

WHEREAS Agent is a Club affiliated to Optimist by virtue of a "Charter" issued by Optimist on _____;

WHEREAS in order to comply with the Acts' requirements, Optimist must devote all its resources to its charitable activities and carry them on itself or through an agent and it must keep at all times a control over such activities.

WHEREAS Optimist must comply at all times to its objects which are reproduced at **Schedule "A"** attached to this Agreement.

WHEREAS Optimist desires that certain of its charitable activities be performed and managed by the Agent in accordance with the terms of this Agreement.

WHEREAS Optimist desires, more specifically, to designate Agent as its agent to raise funds to implement and support specific projects exclusively related to Optimist's activities (the "**Projects**").

WHEREAS Optimist and the Agent wish to organise their mutual relations according to what is hereinafter set forth.

THEREFORE, the Parties agree as follows:

1. Agency relationship

- 1.1 Appointment. Subject to the terms of this Agreement and of the approval specified in Section 4.3 of this Agreement, Agent is hereby appointed as Optimist's agent for the purpose of carrying out Projects and raising funds.
- 1.2 No assignment. Due to the relationship among the parties and the nature of the activities to be carried on under this Agreement, this appointment can not be assigned by Agent without Optimist's prior written consent, and any purported assignment without that consent shall be void of no force or effect.
- 1.3 Charitable Tax Receipts. Whenever a donor requires an official charitable receipt for tax purposes, Agent shall take note of the name and address of the donor, the amount of the gift and provide such information to Optimist, which, in return, shall send the receipt to the donor;
- 2.1 Statement of Work. During the Term of this Agreement Agent will render services requested by Optimist in order to give assistance in connection with implementing and performing Projects.
- 2.2 Non-Exclusive. This Agreement is not exclusive to the Agent and Optimist shall be entitled to obtain additional similar or identical services from third parties.
- 2.3 Performance of Work. In performing Agent's services and except to extent otherwise directed by Optimist, Agent warrants that such services will be performed in a workmanlike manner, by individuals of suitable training and skill.
- 2.4 Term. This Agreement is contracted for an indefinite term and shall continue until terminated by either party upon thirty (30) days prior written notice.
- 3.1 The Agent shall render the services hereunder on a pro bono basis. It shall not be remunerated in any fashion whatever and shall be reimbursed only for disbursements incurred for the purposes of, and in accordance with, the procedures set out in the Project Approval rendered by Optimist under Section 4.3 of this Agreement.
- 4.1 Optimist's Control. The parties acknowledge that, in order to comply with the requirements of the Acts, Optimist must devote all its resources to charitable activities and carry them on itself or through Agent, acting as Optimist's agent, but in this last case, Optimist must maintain direction, control and supervision over such activities, including the Projects and the application of Optimist's funds to the Projects. The parties acknowledge that Optimist shall comply to the objects for which it has been incorporated and which are reproduced at **Schedule "A"** attached hereto.
- 4.2 Submission of Projects. Whenever the Agent wishes, from time to time, to implement and or carry on a Project, it must first submit it to Optimist for approval, in accordance with the application form set out at **Schedule "B"** to this Agreement and in accordance with such other requirements and formalities as Optimist may from time to time require.
- 4.3 Project Approval. The Projects submitted to Optimist shall promptly be reviewed by Optimist which shall refuse or approve them with or without modifications as Optimist shall determine. Optimist's decision regarding the acceptability and the conditions governing a submitted Project shall be rendered on a first come first serve basis as soon as reasonably possible.
- 4.4 Proceeds. Agent must transfer without delay to Optimist all proceeds of the financing campaign or related to the financing of the Project, of whatever nature (contributions of money, movables or immovables, as gifts of otherwise, sponsorship, etc.) (the "**Proceeds**") so that they can serve Optimist's charitable activities generally as well as the Projects, particularly.
- 4.5 Books of Account. Books of account shall be accurately kept by the Agent for each Project and shall include records of all funding, expenses, assets and liabilities pertaining to the Project. shall render account to Optimist, on a regular basis (either weekly on monthly, depending on the nature of the Project) and at the termination of each Project, in providing Optimist with a status report in the form set out at **Schedule "C"** attached to this Agreement. In addition, such status report must also be made on every 30th day of September, for any Project in hand at this date and sent to Optimist. Optimist shall have and unrestricted right to inspect the Agent's books

pertaining to approved Projects at any time.

- 4.6 Sending of Reports. All reports mentioned at paragraph 4.4 must be sent to Optimist without delay after their completion.
- 4.7 Payments staggering. The funding of a Project by Optimist shall be made as follows. A sum or property, the total value of which is equivalent to forty percent (40%) of the Proceeds of the Project remitted to Optimist shall be transferred to Agent at the implementation of the Project. The sum or property, the total value of which is equivalent to the remaining sixty percent (60%) of the Proceeds shall be staggered throughout the development of the Project and paid to Agent as the Project progresses and upon delivery of the status reports mentioned in paragraph 4.5 above.
- 5.1 Binding Agreement. The parties hereto, their respective heirs, legatees, liquidators, curators, successors, directors as well as any legal representative are hereby bound by this Agreement.
- 5.2 Interpretation. The invalidity or unenforceability of any provision of this Agreement shall not affect the enforceability or validity of the remaining provisions nor of this Agreement. Headings used in this Agreement are for convenience only and shall not affect its construction and interpretation.
- 5.3 Termination. In case of termination of the Agent's affiliation with Optimist, Optimist may, after a three (3) day notice to the Agent, either amend this Agreement or terminate it, the whole under the terms and conditions which it may determine.
- 5.4 Entire Agreement. This Agreement constitutes the entire agreement between the parties and replaces and supersedes all previous agreements, promises or undertakings, whether written or oral, and cannot be modified except by subsequent written agreement.
- 5.5 Governing Law. This Agreement shall be governed by the laws of the province of Quebec and the laws of Canada applicable therein.
- 5.6 Language. The parties have required that this Agreement and all documentation pertaining to this Agreement be drafted in English. Les parties ont requis que la présente convention et tous les documents en résultant soient rédigés en anglais.

2. Services

3. Pro Bono Services

4. The Projects

5. Miscellaneous

AND THE PARTIES HAVE SIGNED at the place and date hereinabove set forth.

Optimist Club of

Per : _____, Club President

OPTIMIST INTERNATIONAL FOUNDATION OF CANADA

Per: Judith A. Smith, Executive Director