MASTER PROGRAM FUNDING AND IMPLEMENTATION AGREEMENT

Between

Catholic Project Fund, a Washington nonprofit corporation recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, Washington UBI 606 213 835, IRS EIN 42-1936313

and

Enactus Mexico, a nonprofit implementation organization organized under the laws of Mexico, registration number SME050509RS4

For the implementation of the Mexico Digital Entrepreneurship Initiative (MDEI)

Version 1.0 - Attorney Review Draft

Dated as of July 9, 2026

MASTER FORM FOR PHASED FUNDING, NOTICE TO PROCEED, AND IMPLEMENTATION CONTROL
This draft is structured for attorney review. Program deployment is conditioned on fundraising completion and a written Notice to Proceed. Reduced fundraising results do not constitute breach and instead trigger contractual scaling and re-planning.

Version History

Version	Date	Description
0.1	July 9, 2026	Initial integrated draft prepared for structured legal review.
0.9	July 9, 2026	Expanded articles, exhibits, and implementation controls.
1.0	July 9, 2026	Attorney review draft released for comment and negotiation.

Attorney Completion Checklist

Counsel Item	Current Draft Action
Confirm exact Enactus Mexico legal name	Verify that 'Enactus Mexico' and registration number SME050509RS4 match governing documents exactly.
Confirm formal notice addresses	Validate the inserted notice addresses, email addresses, phone line, and attention lines before signature.
Confirm signatory authority	Verify that Thien Pham and Jesus Esparaza hold authority to execute the Agreement and future Notices to Proceed.
Confirm Mexico regulatory rider needs	Determine whether any Mexico-law supplement is required for labor, data protection, customs, tax, or warehousing operations.
Confirm tax and registration identifiers	Verify the inserted UBI, EIN, and Mexico registration number before final circulation.
Review dispute and enforcement mechanics	Confirm whether Washington forum and enforcement language should be supplemented for recognition or service issues involving a Mexico-based counterparty.

Table of Contents

Word and LibreOffice should update this table automatically. If not, update fields before final legal circulation.

List of Definitions

Defined Term	Meaning
Affiliate	With respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.
Agreement	This MASTER PROGRAM FUNDING AND IMPLEMENTATION AGREEMENT, including all exhibits, schedules, amendments, and written Notices to Proceed issued under it.
Applicable Law	All laws, regulations, ordinances, decrees, sanctions regimes, permit conditions, and binding governmental requirements applicable to the Program, the Parties, or the funded activities.
Approved Budget	The then-current budget approved in writing by CPF for the active Fundraising Phase or implementation tranche, including any approved reallocations.
Asset Register	The continuously updated record of Program-funded laptops, peripherals, accessories, serial numbers, custodians, locations, and disposition status.
Change Order	A written instrument executed in accordance with Exhibit P documenting an approved change in scope, budget allocation, procurement quantity, timeline, or geographic deployment.
Confidential Information	Non-public information disclosed by one Party to the other in connection with this Agreement, excluding information that is or becomes public without breach, is lawfully known, is independently developed, or is lawfully received from a third party.
Donor Restriction	Any written condition imposed by a donor and accepted by CPF that lawfully limits the use, geography, timing, reporting, or purpose of donated funds.
Effective Date	July 9, 2026, unless the Parties execute the Agreement on a later date, in which case the later date of signature shall control.
Eligible Cost	A cost that is reasonable, allocable, documented, actually incurred for the Program, permitted by the Approved Budget, and not prohibited by this Agreement or Applicable Law.
Enrolled Student	A student admitted to the Program after eligibility verification, required consents, and inclusion on an approved enrollment roster.

Exhibits	Exhibits A through R attached to and incorporated into this Agreement.
Fundraising Phase	A CPF-designated fundraising period during which CPF solicits, receives, and conditions donor commitments before issuing a related Notice to Proceed.
Fundraising Shortfall	Any circumstance in which actual unrestricted and available Program funds are less than the original target budget or the amount contemplated by a draft implementation plan.
Grant Funds	Cash contributions, grants, philanthropic commitments, and other lawfully available funds accepted by CPF for Program purposes and released for implementation under this Agreement.
Implementation Partner	Enactus Mexico in its capacity as the entity responsible for local execution, warehousing, deployment, training, monitoring, and reporting.
Implementation Plan	The then-current written plan, approved by CPF, setting out the funded student cohort, regional scope, procurement quantities, deployment schedule, and deliverables for an active Notice to Proceed.
Key Personnel	Individuals identified by either Party as critical to delivery of governance, controls, finance, warehousing, training, or reporting obligations.
Laptop Package	The combination of laptop hardware, approved accessories, baseline imaging, user documentation, asset tags, and related handover records approved for each Enrolled Student.
Notice to Proceed	A written authorization substantially in the form of Exhibit Q issued by CPF confirming that specified conditions precedent have been met and that funded implementation may commence for the defined tranche.
Party	CPF or Enactus Mexico, individually, and 'Parties' means both together.
Program	The Mexico Digital Entrepreneurship Initiative (MDEI) and all funded implementation activities carried out under this Agreement in Mexico.
Program Management Office	The operational management function described in Article 14 responsible for day-to-day coordination, controls, issue tracking, and execution support.

Program Materials	Training content, forms, templates, reports, charts, curricula, and other documents created for Program administration or delivery, excluding pre-existing intellectual property.
Protected Data	Personal data, student records, guardian information, device identifiers linked to individuals, financial information, and any other regulated or sensitive data handled under the Program.
Regional Plan	The region-specific deployment plan identifying institutions, projected student counts, warehouse routing, staffing, and implementation milestones.
Scaling Formula	The principle that available funds divided by the approved per-student unit cost of $2,200 determines the maximum funded student cohort, subject to required reserves and approved budget structure.
Steering Committee	The governance body described in Article 13.
Student Eligibility Policy	The criteria and procedures attached as Exhibit E.
Work Product	Program-specific deliverables first created under this Agreement, excluding each Party's pre-existing materials, trademarks, and general know-how.

Article 1 - Definitions

1.1 Defined Terms

Capitalized terms used in this Agreement have the meanings assigned in this Article 1 or elsewhere in the Agreement. Defined terms apply equally to singular and plural forms and to grammatical variations unless the context clearly requires otherwise.

Defined Term	Meaning
Affiliate	With respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.
Agreement	This MASTER PROGRAM FUNDING AND IMPLEMENTATION AGREEMENT, including all exhibits, schedules, amendments, and written Notices to Proceed issued under it.
Applicable Law	All laws, regulations, ordinances, decrees, sanctions regimes, permit conditions, and binding governmental requirements applicable to the Program, the Parties, or the funded activities.
Approved Budget	The then-current budget approved in writing by CPF for the active Fundraising Phase or implementation tranche, including any approved reallocations.
Asset Register	The continuously updated record of Program-funded laptops, peripherals, accessories, serial numbers, custodians, locations, and disposition status.
Change Order	A written instrument executed in accordance with Exhibit P documenting an approved change in scope, budget allocation, procurement quantity, timeline, or geographic deployment.
Confidential Information	Non-public information disclosed by one Party to the other in connection with this Agreement, excluding information that is or becomes public without breach, is lawfully known, is independently developed, or is lawfully received from a third party.
Donor Restriction	Any written condition imposed by a donor and accepted by CPF that lawfully limits the use, geography, timing, reporting, or purpose of donated funds.
Effective Date	July 9, 2026, unless the Parties execute the Agreement on a later date, in which case the later date of signature shall control.
Eligible Cost	A cost that is reasonable, allocable, documented, actually incurred for the Program, permitted by the Approved Budget, and not prohibited by this Agreement or Applicable Law.
Enrolled Student	A student admitted to the Program after eligibility verification, required consents, and inclusion on an approved enrollment roster.

Exhibits	Exhibits A through R attached to and incorporated into this Agreement.
Fundraising Phase	A CPF-designated fundraising period during which CPF solicits, receives, and conditions donor commitments before issuing a related Notice to Proceed.
Fundraising Shortfall	Any circumstance in which actual unrestricted and available Program funds are less than the original target budget or the amount contemplated by a draft implementation plan.
Grant Funds	Cash contributions, grants, philanthropic commitments, and other lawfully available funds accepted by CPF for Program purposes and released for implementation under this Agreement.
Implementation Partner	Enactus Mexico in its capacity as the entity responsible for local execution, warehousing, deployment, training, monitoring, and reporting.
Implementation Plan	The then-current written plan, approved by CPF, setting out the funded student cohort, regional scope, procurement quantities, deployment schedule, and deliverables for an active Notice to Proceed.
Key Personnel	Individuals identified by either Party as critical to delivery of governance, controls, finance, warehousing, training, or reporting obligations.
Laptop Package	The combination of laptop hardware, approved accessories, baseline imaging, user documentation, asset tags, and related handover records approved for each Enrolled Student.
Notice to Proceed	A written authorization substantially in the form of Exhibit Q issued by CPF confirming that specified conditions precedent have been met and that funded implementation may commence for the defined tranche.
Party	CPF or Enactus Mexico, individually, and 'Parties' means both together.
Program	The Mexico Digital Entrepreneurship Initiative (MDEI) and all funded implementation activities carried out under this Agreement in Mexico.
Program Management Office	The operational management function described in Article 14 responsible for day-to-day coordination, controls, issue tracking, and execution support.

Program Materials	Training content, forms, templates, reports, charts, curricula, and other documents created for Program administration or delivery, excluding pre-existing intellectual property.
Protected Data	Personal data, student records, guardian information, device identifiers linked to individuals, financial information, and any other regulated or sensitive data handled under the Program.
Regional Plan	The region-specific deployment plan identifying institutions, projected student counts, warehouse routing, staffing, and implementation milestones.
Scaling Formula	The principle that available funds divided by the approved per-student unit cost of $2,200 determines the maximum funded student cohort, subject to required reserves and approved budget structure.
Steering Committee	The governance body described in Article 13.
Student Eligibility Policy	The criteria and procedures attached as Exhibit E.
Work Product	Program-specific deliverables first created under this Agreement, excluding each Party's pre-existing materials, trademarks, and general know-how.

Table 1.1 - Defined terms incorporated into the Agreement.

1.2 Interpretation Rules

- Headings are for convenience only and do not alter substantive meaning.
- References to Articles, Exhibits, tables, or forms mean the corresponding portions of this Agreement unless otherwise stated.
- The words 'include', 'includes', and 'including' mean 'including without limitation'.
- Any approval, consent, or determination under this Agreement must be documented in writing unless this Agreement expressly permits another form of evidence.
- If a deadline falls on a day that is not a business day in Washington, the deadline moves to the next business day unless an Applicable Law requires earlier action.

1.3 Order of Precedence

If there is a direct inconsistency between the body of this Agreement and an Exhibit, the body of this Agreement controls unless the body expressly states that the applicable Exhibit controls for a stated subject matter. Within the Exhibits, later dated Change Orders and Notices to Proceed control over earlier planning assumptions to the extent of the approved change.

Article 2 - Purpose

2.1 Program Framework

The purpose of this Agreement is to establish the legal, governance, financial, operational, compliance, and reporting framework under which Catholic Project Fund shall raise and administer funds for the Program and Enactus Mexico shall implement funded activities in Mexico.

2.2 Relationship of the Parties

This Agreement is a contractual framework for coordinated nonprofit fundraising, grant administration, and implementation. Nothing in this Agreement creates a partnership, joint venture, fiduciary relationship, employment relationship, or agency authority beyond the specific authorities expressly granted in writing.

2.3 No Promise of Fundraising Success

CPF shall use commercially reasonable and mission-consistent efforts to seek funding for the Program; however, CPF does not guarantee that the original target budget of $220,000,000, any lesser amount, or any specific donor commitment will be obtained. The Parties acknowledge that fundraising success is uncertain and dependent on third-party decisions outside the control of either Party.

Article 3 - Program Description

3.1 Core Program Model

Mexico Digital Entrepreneurship Initiative is an education, digital inclusion, and entrepreneurship initiative designed to equip funded student cohorts with laptop packages, approved software access, training, deployment support, and monitoring protocols. The Program is intended to be implemented in tranches whose size and geography are determined by available funding and written authorization under this Agreement.

Program Element	Description
Devices	Procurement, imaging, packaging, and controlled handover of approved laptop packages to Enrolled Students.
Training	Baseline digital literacy, entrepreneurship, platform orientation, and implementation support.
Governance	Steering Committee oversight, PMO controls, budget monitoring, reporting, and change management.
Monitoring	KPI tracking, data quality checks, periodic reporting, and audit support.
Scaling	Automatic adjustment of student cohort, procurement quantities, schedule, and geography to match available funds.

Table 3.1 - Core Program model and delivery components.

3.2 Geographic Scope

Year-One planning assumptions contemplate deployment across the following eight priority regions in Mexico; provided, however, that actual deployment geography shall be limited to the regions included in the then-current Implementation Plan and Notice to Proceed.

Priority Region	Illustrative Students	Share of Full Cohort
Greater Mexico City	30,000	30%
Jalisco	15,000	15%
Nuevo Leon	13,000	13%
Veracruz	10,000	10%
Yucatan	9,000	9%
Baja California	8,000	8%
Chiapas	8,000	8%
Oaxaca	7,000	7%
Total	**100,000**	**100%**

Table 3.2 - Illustrative regional allocations under a fully funded Year-One implementation.

3.3 No Implied Scale Commitment

The regional quantities, deployment assumptions, and implementation pathway described in this Agreement are planning tools only until incorporated into an approved Implementation Plan. Neither Party may treat planning assumptions, donor prospect discussions, or draft budgets as an unconditional commitment to fund or deliver any specific quantity of students or assets.

Article 4 - Scope of Work

4.1 Workstreams

The Program shall be delivered through coordinated workstreams described below and in greater detail in Exhibit A.

Workstream	Lead	Summary Scope
Fundraising management	CPF	Design campaign, solicit donors, negotiate funding terms, accept gifts, and manage donor restrictions.
Grant administration	CPF	Establish fund controls, approve budgets, release funds, monitor burn rate, and maintain donor reporting records.
Program governance	Joint	Operate Steering Committee and Program Management Office, approve plans, resolve issues, and authorize change orders.
Procurement and warehousing	Enactus Mexico	Receive procurement instructions, warehouse assets, image devices, package units, and maintain chain of custody.
Deployment and distribution	Enactus Mexico	Deliver laptop packages to validated sites and students under approved procedures and signed handover documentation.
Training and support	Enactus Mexico	Deliver baseline digital literacy, entrepreneurship, compliance, and platform orientation content and track completion.
Monitoring and reporting	Joint	Collect KPI data, perform reconciliations, prepare management reports, and support audits and evaluations.

Table 4.1 - Primary workstreams and lead responsibility.

4.2 Delegated Activities

Each Party may use employees, consultants, or approved subcontractors to perform work within its assigned workstreams, provided that the delegating Party remains fully responsible for performance, supervision, compliance, and payment of its personnel and subcontractors. Enactus Mexico shall not subcontract any warehouse, distribution, student data, or material training function without prior written approval from CPF.

4.3 Standard of Performance

All work under this Agreement shall be performed in a timely, professional, and workmanlike manner consistent with prudent nonprofit grant management, international development implementation practice, applicable safeguarding standards, and the specific controls set out in the Exhibits.

Article 5 - Responsibilities of Catholic Project Fund

5.1 Fundraising and Donor Stewardship

- Design and lead fundraising strategy, donor outreach, and sponsorship documentation.
- Accept, reject, or condition donor contributions in accordance with CPF policies and legal requirements.
- Document donor restrictions accepted for the Program and communicate accepted restrictions to Enactus Mexico to the extent relevant to implementation.
- Maintain donor stewardship, acknowledgement, and mission compliance records.

5.2 Grant Administration

- Establish and maintain Program fund accounts or sub-ledgers sufficient to track receipts, obligations, disbursements, and balances.
- Approve the Approved Budget, any material reallocation, and each Notice to Proceed.
- Review and approve or reject eligible reimbursement requests and milestone disbursement requests.
- Coordinate consolidated donor reporting, subject to inputs from Enactus Mexico required by this Agreement.

5.3 Governance and Oversight

CPF shall chair or co-chair the Steering Committee, maintain reserved approval authority over funding commitments and release conditions, and issue implementation directives that are consistent with this Agreement, the then-current Approved Budget, and Applicable Law.

Article 6 - Responsibilities of Enactus Mexico

6.1 Implementation Duties

- Prepare detailed regional and operational plans for approval before implementation.
- Receive, warehouse, secure, image, configure, package, and distribute Program-funded devices in accordance with Exhibit G and Exhibit F.
- Conduct student outreach, eligibility verification, enrollment support, and training delivery under approved procedures.
- Maintain complete and current records supporting procurement, custody, deployment, training, and reporting.
- Promptly escalate material issues, incidents, losses, fraud indicators, safeguarding concerns, or compliance concerns to CPF.

6.2 Local Compliance

Enactus Mexico shall obtain or verify all local registrations, permits, vendor documentation, warehouse approvals, tax documentation, and employment or contractor arrangements required under Applicable Law for its performance in Mexico.

6.3 No Advance Reliance

Enactus Mexico acknowledges that it may perform preliminary planning activities before a Notice to Proceed only to the extent expressly authorized in writing by CPF, and any such preliminary activities do not create a right to deployment-scale reimbursement unless the writing expressly states otherwise.

Article 7 - Fundraising

7.1 Fundraising Phases

CPF may structure fundraising into one or more phases, tranches, or campaigns. Each phase may correspond to a defined student cohort, geography, workstream, or combination thereof, and CPF may close, extend, combine, or abandon a fundraising phase in its discretion if donor conditions, market circumstances, or mission considerations warrant.

7.2 Donor Conditions and Restricted Funds

CPF may accept donor restrictions only if CPF determines that the restrictions are lawful, administratively feasible, and consistent with the Program's mission and control structure. Enactus Mexico shall implement accepted donor restrictions only after such restrictions are incorporated into a written Approved Budget, Change Order, or Notice to Proceed.

7.3 Fundraising Shortfall

A Fundraising Shortfall does not constitute default, breach, impossibility, or failure of consideration by either Party. The Parties expressly agree that the Program is conditionally scalable and that reduced fundraising outcomes shall be managed through Article 10 rather than treated as non-performance.

Article 8 - Grant Administration

8.1 Control of Funds

CPF shall retain legal control over Grant Funds unless and until funds are disbursed in accordance with this Agreement. Disbursement to Enactus Mexico does not relieve Enactus Mexico of the obligation to use funds solely for Eligible Costs within the Approved Budget and the active Notice to Proceed.

8.2 Disbursement Conditions

1. CPF approval of the applicable Approved Budget and Implementation Plan.
2. Receipt of required banking, tax, compliance, and insurance documentation.

3. Confirmation that no unresolved material default or suspension event exists.
4. Submission of any milestone evidence, forecast, or cash request form required by CPF.

8.3 Use and Return of Funds

Enactus Mexico shall segregate Program cash in its accounting records, shall not use Program cash for non-Program purposes, and shall promptly return or credit against future disbursements any funds determined by CPF or an auditor to be unsupported, ineligible, duplicated, or unused after close-out unless CPF approves another lawful treatment in writing.

Article 9 - Conditional Implementation

9.1 Condition Precedent to Deployment

Program deployment shall not begin until CPF has completed the applicable fundraising phase, approved the corresponding budget and implementation package, and issued a written Notice to Proceed. For clarity, 'deployment' includes physical distribution of laptop packages, launch of funded training to enrolled cohorts, and commencement of any funded field implementation activity beyond expressly authorized planning tasks.

9.2 Pre-NTP Activities

Prior to a Notice to Proceed, the Parties may conduct planning, donor coordination, draft procurement preparation, legal review, site validation, and other pre-implementation readiness tasks only to the extent those tasks are expressly approved in writing and appropriately budgeted. No Party may infer approval for deployment from donor interest, draft work plans, or verbal discussions.

9.3 Reliance Risk

Each Party bears its own risk for any unauthorized commitments, purchase orders, staffing decisions, or public announcements made before issuance of the relevant Notice to Proceed. CPF shall have no obligation to fund any pre-NTP obligation unless CPF expressly approved that obligation in writing as an Eligible Cost.

Article 10 - Program Scaling

10.1 Automatic Scaling Principle

If actual available funds are less than the original target budget, the Program shall automatically scale to the funding available using the approved unit-cost methodology. The funded student cohort, procurement quantities, training load, geographic coverage, implementation timeline, and support staffing shall be revised so that the Program remains financially supportable without obligating either Party to deliver unfunded outputs.

Funds Raised	Students Served	Illustrative Resulting Scope
$220,000,000	100,000	Full national Year-One target implementation
$110,000,000	50,000	Reduced first tranche with half-sized procurement and deployment
$55,000,000	25,000	Regional implementation limited to highest-readiness sites
$22,000,000	10,000	Pilot-scale implementation focused on validated delivery corridors

Table 10.1 - Illustrative automatic scaling outcomes.

10.2 Implementation Adjustments

- Revised implementation plans may reduce or resequence regions, student quantities, and procurement batches.
- Approved Budgets may be re-based to reflect actual funds available, revised contingency levels, and practical deployment economics.
- Procurement quantities, warehouse throughput targets, and staffing levels may be adjusted to avoid over-commitment.
- Training calendars, reporting schedules, and close-out dates may be revised through a Change Order or Notice to Proceed supplement.

10.3 No Breach from Reduced Funding

The Parties expressly agree that reduced fundraising, partial donor closings, delayed donor closings, or final approved implementation at a smaller scale than originally contemplated shall not constitute a breach of contract, default, failure to perform, frustration of purpose, or basis for damages by either Party. The sole contractual remedy is orderly scaling and re-planning in accordance with this Agreement.

Article 11 - Notice to Proceed

11.1 Required Form and Effect

Each Notice to Proceed shall be in writing, substantially in the form of Exhibit Q, and shall specify at minimum the authorized cohort size, applicable budget ceiling, approved geography, effective implementation start date, permitted cost categories, required milestone conditions, and any special donor or compliance conditions. Only the activities expressly authorized in the Notice to Proceed are funded for implementation.

11.2 Partial and Sequential Notices

CPF may issue one or more partial, regional, sequential, or conditional Notices to Proceed. A Notice to Proceed may authorize one region, one procurement lot, or one implementation tranche without obligating CPF to authorize later tranches. Enactus Mexico shall manage each Notice to Proceed as a bounded implementation authority.

11.3 Suspension or Withdrawal

CPF may suspend, narrow, or withdraw a Notice to Proceed, in whole or in part, if funding, compliance, safeguarding, security, or control conditions materially change. The Parties shall then follow Articles 10, 42, and 43 as applicable to protect funds and assets and minimize avoidable losses.

Article 12 - Program Governance

12.1 Governance Structure

The Program shall operate through the governance bodies described below, each with the authority and cadence stated in this Agreement and the Exhibits.

Body	Primary Role	Cadence
Steering Committee	Strategic oversight, tranche approval, reserved decisions, dispute escalation	Quarterly, and ad hoc as needed
Program Management Office	Day-to-day coordination, controls, issue management, milestone tracking, reporting	Weekly working cadence
Finance and Compliance Working Group	Budget review, disbursement approvals, audit response, compliance incident review	Monthly
Operations and Deployment Working Group	Procurement, warehousing, imaging, distribution, training readiness	Biweekly during active deployment

Table 12.1 - Governance architecture.

12.2 Reserved Matters

The following matters are reserved to CPF or the Steering Committee as applicable: approval of Notices to Proceed, approval of the Approved Budget, approval of material vendor awards, approval of changes in geographic deployment, approval of settlements of material claims, and authorization of termination or material suspension actions.

12.3 Governance Records

The PMO shall maintain governance calendars, meeting notices, agendas, attendance records, action logs, decision registers, and written approvals sufficient to evidence governance compliance to donors, auditors, and legal reviewers.

Article 13 - Steering Committee

13.1 Composition

The Steering Committee shall include at least two representatives designated by CPF and two representatives designated by Enactus Mexico. CPF may also invite non-voting advisors, legal counsel, finance personnel, or donor observers where appropriate, provided that confidentiality protections are maintained.

13.2 Authority

- Review strategic implementation progress, funding status, and major risks.
- Approve or recommend approval of tranche implementation packages and major changes.
- Resolve escalated matters that the PMO cannot close within delegated authority.
- Review allegations of serious misconduct, fraud, or safeguarding incidents and direct remediation.

13.3 Decision Process

Unless the Parties agree otherwise in writing, Steering Committee decisions shall be made by consensus. If consensus is not reached, CPF shall decide matters involving fundraising, donor restrictions, grant administration, and release of funds, and Enactus Mexico shall remain responsible for local implementation methods within the approved scope, subject to CPF's reserved approval rights and the dispute escalation provisions of Article 45.

Article 14 - Project Management Office

14.1 PMO Role

The Program Management Office shall function as the central operating mechanism for translating Steering Committee approvals into daily implementation controls. The PMO may be staffed jointly, provided that each Party remains accountable for its own personnel and delegated decisions.

14.2 Core Duties

- Maintain the integrated work plan, milestone tracker, issue log, and dependency tracker.
- Coordinate budget monitoring, forecast updates, and disbursement scheduling.
- Review implementation evidence before matters are elevated for approval.
- Consolidate operational, financial, compliance, and donor reporting inputs.
- Maintain the document repository and version control for Program records.

14.3 Escalation

Any issue that may materially affect budget, legal compliance, deployment timing, donor restrictions, data protection, or student safety shall be escalated by the PMO to the Steering Committee or appropriate senior officials without waiting for the next scheduled meeting.

Article 15 - Budget Management

15.1 Approved Budget Requirement

No implementation expenditure may be incurred or charged to the Program unless it falls within the then-current Approved Budget or is otherwise approved in writing by CPF through a Change Order or specific waiver. Budget line-item detail shall be maintained at a level sufficient to reconcile to procurements, training outputs, warehouse activity, and donor reports.

15.2 Variance Management

Enactus Mexico shall monitor actual and forecast costs against budget at least monthly and shall notify CPF promptly if any line item is projected to vary by more than ten percent or if aggregate implementation economics suggest that the funded student cohort should be revised. CPF may require additional justification or re-baselining before approving continued spending.

15.3 Budget Reallocation

Budget reallocations that do not alter the funded student cohort, increase total approved spending, violate donor restrictions, or create new compliance exposure may be approved under delegated PMO authority if delegated in writing by CPF. All other reallocations require a Change Order or other written approval by CPF.

Article 16 - Financial Controls

16.1 Control Environment

- Segregation of duties for initiation, approval, payment, receiving, and reconciliation where practicable.
- Dual approval for disbursement requests and material invoices.
- Documented bank account details and restricted authority for any change in remittance instructions.
- Monthly reconciliations between accounting records, bank records, procurement records, and the Asset Register.

16.2 Cash and Payment Controls

Cash payments are discouraged and may be used only where unavoidable, lawful, fully receipted, pre-approved in writing, and subject to enhanced reconciliation. Payments to vendors, consultants, or staff shall be supported by approved documentation, verified receiving or performance evidence, and budget availability.

16.3 Fraud Prevention

Both Parties shall maintain financial controls designed to prevent, detect, and respond to fraud, diversion, duplicate payments, unauthorized commitments, and falsification of records. Suspected misconduct shall be managed under Articles 30 and 31 in addition to any local legal obligations.

Article 17 - Procurement

17.1 General Standard

Procurement under the Program shall be fair, transparent, proportionate to risk, conflict-free, and documented. Competitive methods shall be used unless a sole-source or emergency procurement is justified in writing and approved in accordance with delegated authority and Applicable Law.

17.2 Procurement Categories

Category	Required Method	Approval Path
Hardware	Competitive quotations from qualified vendors; specification lock before award	CPF approval of award recommendation and budget availability
Accessories and packaging	Framework agreements or comparative pricing with approved suppliers	Enactus Mexico purchase order approval within delegated authority
Warehousing and logistics	Service provider due diligence, insurance verification, and scope statement	CPF approval for material subcontractors
Training vendors	Curriculum fit, safeguarding checks, conflict review, and cost reasonableness	PMO endorsement and budget confirmation

Table 17.1 - Procurement categories and approval paths.

17.3 Title and Risk

Title to Program-funded assets shall vest as provided in the applicable purchase documents and the Approved Budget. Unless otherwise approved in writing, risk of loss during the period in which Enactus Mexico has custody of Program-funded assets shall be managed by Enactus Mexico through insurance, warehouse controls, and documented chain-of-custody procedures.

Article 18 - Warehouse Operations

18.1 Warehouse Standards

All Program-funded equipment shall be stored only in approved facilities meeting the minimum standards set out in Exhibit G, including controlled access, environmental protection, secure receiving zones, asset segregation, documented counts, and incident reporting. Receiving, storage, imaging, packaging, and dispatch activities shall be recorded in sufficient detail to support full traceability.

18.2 Inventory Discipline

- Daily receiving logs and dispatch logs.

- Weekly exception review during active warehousing.
- Monthly cycle counts and reconciliation to the Asset Register.
- Immediate escalation of shortages, damages, tampering, or serial number discrepancies.

18.3 Business Continuity

Enactus Mexico shall maintain contingency procedures for warehouse interruption, including alternate storage options, emergency contact lists, backup records, and incident command arrangements proportionate to the volume of assets then in custody.

Article 19 - Asset Management

19.1 Asset Register

Enactus Mexico shall maintain a complete Asset Register for all Program-funded devices and other tagged equipment. The Asset Register shall record at minimum purchase reference, serial number, asset tag, warehouse receipt date, imaging status, assigned student or site, handover date, condition, and final disposition.

19.2 Chain of Custody

Every transfer of custody shall be evidenced by signed or electronically authenticated records identifying the item, the releasing party, the receiving party, the date, and any noted condition issues. Missing or incomplete chain-of-custody records shall be treated as control exceptions and investigated promptly.

19.3 Loss, Damage, and Disposition

Losses, theft, irreparable damage, or other asset write-offs require documented investigation, incident reporting, and written approval in accordance with the control matrix. No Program-funded asset may be sold, donated outside the Program, or otherwise disposed of without written authorization and documented disposition records.

Article 20 - Student Enrollment

20.1 Enrollment Process

Student enrollment shall follow the approved Student Selection Policy and shall include application intake, eligibility review, identity verification to the extent lawful and practical, required guardian or institutional consents for minors, roster approval, and assignment to an approved deployment cohort.

20.2 Roster Control

Only students appearing on an approved enrollment roster may receive Program-funded assets or access to funded training resources. Enactus Mexico shall maintain version-controlled rosters showing additions, removals, replacements, and the reason for each change.

20.3 Waitlists and Substitutions

If an approved student withdraws or is found ineligible before distribution, Enactus Mexico may fill that position from an approved waitlist in accordance with Exhibit E, provided that the substitution is documented and does not violate donor restrictions, geographic allocations, or safeguarding requirements.

Article 21 - Student Eligibility

21.1 Minimum Criteria

- Residence or enrollment within an approved implementation geography or institution.
- Age, enrollment, or other cohort criteria specified in the active Student Selection Policy.
- Ability to participate in required training and acknowledgment of Program conditions.
- Completion of consent, privacy, and asset handover documentation, including guardian documentation where required.

21.2 Verification

Eligibility evidence shall be reviewed and retained in a manner proportionate to risk and consistent with privacy requirements. Enactus Mexico shall not rely solely on verbal assertions where documentary verification is reasonably available.

21.3 Non-Discrimination

Student selection decisions shall be made in a fair, transparent, and non-discriminatory manner consistent with Applicable Law, donor restrictions lawfully accepted by CPF, and the Program's charitable mission. No student shall be excluded on an impermissible discriminatory basis.

Article 22 - Laptop Distribution

22.1 Distribution Preconditions

A Laptop Package may be distributed only after the related student has been approved on an enrollment roster, the device has been recorded in the Asset Register, required configuration has been completed, and the receiving student or authorized guardian has executed the applicable handover acknowledgment.

22.2 Distribution Controls

- Verify student identity against the approved roster at the point of handover.
- Capture signed handover documentation and device serial information.
- Provide baseline user guidance, acceptable use notice, and support contact information.
- Record failed or deferred handovers and route undelivered devices back into controlled custody.

22.3 No Cash Substitute

Students are not entitled to a cash substitute for a Laptop Package. Any approved substitution of hardware specification, accessories, or deployment method must be documented through a Change Order, procurement approval, or written implementation directive consistent with this Agreement.

Article 23 - Training

23.1 Training Framework

Enactus Mexico shall deliver or coordinate the training curriculum set out in Exhibit H, including baseline digital literacy, device orientation, entrepreneurship content, and implementation support modules appropriate to the funded cohort. Training may be delivered through in-person, virtual, hybrid, or supervised self-paced models approved in the Implementation Plan.

23.2 Attendance and Completion Records

Enactus Mexico shall maintain attendance records, completion records, remediation records, and certification or acknowledgment records sufficient to support KPI reporting and donor review. Training records shall be reconciled periodically against enrollment rosters and device distribution records.

23.3 Curriculum Changes

Material changes to the funded curriculum, training duration, core learning objectives, or required student outputs shall require CPF approval if the change affects cost, donor messaging, compliance, or measured outcomes. Minor pedagogical refinements that do not alter those items may be implemented by Enactus Mexico and reflected in the next reporting cycle.

Article 24 - Deployment

24.1 Phased Deployment

Deployment shall occur in phases tied to approved funding tranches, site readiness, enrollment completion, warehouse readiness, and training capacity. The Parties shall not accelerate deployment for publicity or convenience if required controls are not in place.

24.2 Readiness Checklist

Each deployment event shall be supported by a completed readiness checklist confirming approved student rosters, available devices, logistics routing, staff assignments, safeguarding controls, data collection tools, incident contacts, and contingency procedures. Exhibit I provides the minimum checklist content.

24.3 Deployment Workflow

Step	Owner	Key Output
Site validation	Enactus Mexico	Approved site profile and logistics route
Roster confirmation	Enactus Mexico	Locked student list for the event
Asset dispatch	Warehouse team	Dispatch manifest tied to serial numbers
Student handover	Field distribution team	Signed handover records
Training onboarding	Training lead	Attendance log and student orientation completion
Post-event reconciliation	PMO and finance	Updated Asset Register and issue log

Table 24.1 - Deployment workflow and minimum outputs.

Article 25 - Reporting

25.1 Required Reports

Enactus Mexico shall submit monthly operational reports, quarterly performance reports, quarterly or milestone-based financial reports, incident reports as required, and a final close-out report. Report content and templates are set out in Exhibits J, K, and L, and may be supplemented by CPF to address donor, audit, or legal requirements that are consistent with this Agreement.

25.2 Accuracy and Certification

Each report shall be complete, accurate in all material respects, and supported by underlying records. Reports containing financial data, inventory data, or KPI certifications shall be reviewed by the responsible lead and certified by an authorized representative designated by Enactus Mexico.

25.3 Late or Deficient Reporting

Late, materially incomplete, or materially inaccurate reporting may result in withholding of disbursements, a corrective action plan, targeted review, or other action reasonably necessary to protect Program funds and obligations.

Article 26 - Key Performance Indicators

26.1 KPI Dashboard

The Parties shall monitor a common KPI dashboard sufficient to evaluate implementation progress, controls, and outputs. KPIs may be adjusted through a Change Order or written donor-approved reporting revision, but no change shall reduce the Parties' underlying compliance and recordkeeping obligations.

KPI	Definition	Reporting Frequency	Illustrative Threshold
Students enrolled	Students admitted after verified eligibility and consent	Monthly	95% of funded cohort admitted within enrollment window
Devices procured	Laptops ordered, received, quality checked, and asset-tagged	Monthly	100% of funded quantity available before deployment start
Devices distributed	Laptop packages formally handed over to Enrolled Students	Monthly	At least 98% of approved deployed quantity
Training completion	Students completing mandatory baseline and entrepreneurship modules	Monthly and quarterly	At least 90% of distributed students
Storefront activation	Students with an operational storefront or approved equivalent digital channel	Quarterly	At least 80% of trained students
First revenue event	Students recording an initial verified sale or approved economic transaction	Quarterly	At least 65% of deployed students by Month 12
Reporting timeliness	Required reports submitted by contractual deadline	Monthly and quarterly	100% on-time submission
Inventory variance	Difference between physical count and Asset Register	Monthly	Less than 0.5%
Audit issue closure	Corrective actions closed by agreed due date	Quarterly	100% timely closure

Table 26.1 - Core KPI dashboard.

26.2 Data Sources

KPI results shall be supported by source records such as approved rosters, attendance logs, asset records, reconciled financial data, platform export files, or other documented evidence appropriate to the metric. Estimates may be used only where expressly approved and shall be clearly labeled as estimates.

26.3 Corrective Action

If KPI performance materially deviates from plan, the PMO shall document root causes, remedial steps, responsible owners, and recovery dates. Corrective action tracking shall be included in subsequent reporting until resolved or superseded by approved re-baselining.

Article 27 - Monitoring and Evaluation

27.1 Monitoring Activities

- Periodic site visits and warehouse checks.
- Source-data verification and desk reviews.
- Beneficiary feedback collection and issue resolution.
- Testing of internal controls, inventory controls, and report consistency.

27.2 Evaluation Use

CPF may commission internal or external evaluations, learning reviews, or donor assurance work. Enactus Mexico shall provide reasonable cooperation, access to non-privileged records, and operational coordination for such work, subject to privacy protections and site safety considerations.

27.3 Learning and Adaptation

The Parties shall use monitoring and evaluation outputs to improve implementation quality, risk controls, and practical program design. Learning adjustments that affect cost, geography, material scope, or donor commitments shall be documented through the governance process.

Article 28 - Audit Rights

28.1 Access Rights

CPF, its auditors, legal counsel, and authorized donor or regulatory reviewers shall have the right, upon reasonable notice and during normal business hours except in urgent circumstances, to inspect records, systems, warehouses, training records, asset records, and other evidence relevant to Program funds or performance.

28.2 Audit Cooperation

Enactus Mexico shall provide timely access to knowledgeable personnel, documents, explanations, and site coordination needed to complete any audit or review. If records are held by a subcontractor, Enactus Mexico shall secure equivalent access rights through contract and enforce those rights when needed.

28.3 Costs and Remedies

Routine audit costs shall be borne by the requesting Party unless donor rules require another allocation. If an audit identifies material noncompliance, unsupported costs, fraud indicators, or control breakdowns attributable to Enactus Mexico, CPF may require reimbursement of reasonable follow-up review costs and shall have the remedies otherwise available under this Agreement.

Article 29 - Compliance

29.1 General Compliance Obligation

Each Party shall comply with Applicable Law in connection with its performance under this Agreement, including nonprofit law, tax law, labor law, trade compliance, sanctions restrictions, safeguarding requirements, and data protection requirements applicable to the Program.

29.2 Internal Policies

Each Party shall maintain and follow internal policies reasonably designed to support ethical conduct, lawful use of funds, non-retaliation for good-faith reporting, and proper approval of financial and operational decisions. A Party may request evidence of the other Party's relevant policies where reasonably necessary for risk management.

29.3 Immediate Notice of Material Issues

A Party shall notify the other promptly upon becoming aware of any investigation, legal proceeding, sanction, debarment event, regulatory order, or other material compliance issue that could reasonably affect the Program or the Party's ability to perform.

Article 30 - Anti-Corruption

30.1 Prohibited Conduct

Neither Party nor its personnel, subcontractors, or agents acting in connection with the Program shall offer, promise, authorize, solicit, or accept any bribe, kickback, facilitation payment prohibited by Applicable Law, or other improper advantage in connection with fundraising, vendor selection, student selection, customs processing, warehousing, deployment, or reporting.

30.2 Control Measures

- Conflict and gift disclosures for relevant personnel.
- Documented vendor diligence and approval trails.
- Training for personnel in higher-risk financial or operational roles.

- Prompt escalation and investigation of red flags.

30.3 Remedies

Credible evidence of corruption may result in immediate suspension of affected activities, withholding of funds, referral to authorities where required, contract termination for cause, and recovery of misused amounts, in addition to any other available remedy.

Article 31 - Anti-Fraud

31.1 Fraud Prevention and Detection

Each Party shall maintain reasonable controls and reporting channels designed to prevent and detect false invoicing, fictitious students, duplicate distributions, payroll fraud, inventory diversion, document falsification, cyber-enabled payment fraud, and other misuse of Program resources.

31.2 Reporting and Investigation

Suspected fraud shall be reported promptly through designated channels and investigated proportionately to risk. The Parties shall preserve relevant records, avoid retaliation, and coordinate with legal counsel and authorities as required.

31.3 Recovery and Corrective Action

Where fraud or misuse is substantiated, the responsible Party shall support recovery, disciplinary action, system remediation, and enhanced monitoring. CPF may offset recoverable amounts against future disbursements where lawful and equitable.

Article 32 - Data Protection

32.1 Protected Data Handling

The Parties shall collect and process only the Protected Data reasonably necessary for Program administration, deployment, training, reporting, and lawful audit purposes. Each Party shall implement administrative, technical, and physical safeguards appropriate to the sensitivity of the data and the risks of unauthorized access, disclosure, alteration, or loss.

32.2 Children and Sensitive Populations

Where the Program involves minors or vulnerable populations, the Parties shall apply heightened privacy, consent, and safeguarding measures, including guardian documentation where required, controlled staff access, and restrictions on public disclosure of personally identifiable student information.

32.3 Incident Response

The Party first becoming aware of a material data incident shall notify the other promptly, cooperate in containment and remediation, preserve evidence, and support any legally required notifications. Neither Party shall publicly disclose a data incident without coordinating in good faith, except where immediate disclosure is required by law.

Article 33 - Records Retention

33.1 Retention Period

Each Party shall retain Program records for at least 7 years after final close-out or longer if required by Applicable Law, donor rules lawfully incorporated into the Agreement, an active audit, a dispute hold, or a legal hold.

33.2 Accessible Format

Records may be retained in paper or electronic form if they remain accessible, legible, organized, and capable of being produced promptly on request. Material records shall be protected against unauthorized destruction or tampering.

33.3 Disposition Hold

No Program record relevant to an audit, investigation, dispute, claim, or regulatory inquiry may be destroyed until the matter is fully resolved and any applicable hold is lifted in writing.

Article 34 - Insurance

34.1 Required Coverage

- Commercial general liability or local equivalent in amounts reasonable for the nature of operations.
- Workers' compensation or local statutory equivalent where required.
- Property or inland transit coverage sufficient for Program-funded assets while in custody or transit, as appropriate to the custody model.
- Cyber or data incident coverage where reasonably available and proportionate to data handling risk.

34.2 Evidence of Insurance

Upon request, each Party shall provide certificates or other reasonable evidence of the insurance it is required to maintain. Failure to maintain required insurance may constitute a material breach if not cured within the applicable cure period.

34.3 No Limitation of Liability

Insurance does not limit a Party's contractual obligations or liabilities except to the extent expressly stated in a written settlement or other binding agreement between the Parties.

Article 35 - Risk Management

35.1 Risk Register

The PMO shall maintain a live risk register that identifies material risks, risk owners, mitigation measures, and contingency plans. The risk register shall be reviewed regularly and escalated through governance channels when risk levels materially change.

Risk	Probability	Impact	Owner	Mitigation	Contingency
Funding shortfall	3	5	CPF Finance Lead	Phase fundraising and condition procurement on available cash and approved commitments	Scale cohort under Article 10 and reissue regional plans
Customs or shipping delay	4	4	Enactus Mexico Operations Lead	Use validated forwarders, pre-clear customs documents, maintain warehouse buffer stock	Resequence deployment and prioritize ready sites
Warehouse loss or theft	2	5	Warehouse Manager	Controlled access, CCTV, insurance, serialized receiving, cycle counts	Claim insurance, investigate, and replenish from reserve stock
Student attrition	3	3	Training Lead	Pre-screen participation readiness, local engagement, guardian communication	Backfill from waitlists where timing permits
Data incident	2	5	Data Protection Officer	Minimum-data design, access controls, encryption, incident playbooks	Contain, notify, remediate, and suspend affected processes
Vendor non-performance	3	4	Procurement Lead	Approved vendor lists, milestone-based payments, secondary sources	Exercise remedies and substitute alternate suppliers
Regulatory change	2	4	Legal and Compliance Leads	Track legal changes and maintain local counsel coordination	Issue change order adjusting controls or scope
Foreign exchange volatility	3	3	CPF Finance Lead	Budget contingencies and staged conversions	Adjust regional allocations within approved budget parameters

Table 35.1 - Core risk register.

35.2 Contingency Planning

The Parties shall maintain contingency plans proportionate to the Program scale, including plans for funding delays, supply chain disruption, warehouse incidents, data incidents, student attrition, and regulatory change.

35.3 Duty to Mitigate

Upon the occurrence of an adverse event, each Party shall act reasonably and in good faith to mitigate loss, protect students and assets, preserve records, and maintain compliance while awaiting further governance direction.

Article 36 - Public Communications

36.1 Approval of Public Statements

Neither Party shall issue a press release, public fundraising statement, donor-facing claim, or media statement specifically referring to the other Party or the Program without prior coordination and reasonable approval, except where disclosure is legally required or already expressly approved in a communications plan.

36.2 Accuracy and Donor Sensitivity

Public communications shall accurately reflect the conditional and scalable nature of the Program and shall not imply guaranteed fundraising success, guaranteed student outcomes, or deployment quantities not yet authorized by a Notice to Proceed.

36.3 Branding and Recognition

Use of names, logos, trademarks, or donor recognitions shall follow approved brand guidelines, donor agreements, and the communications plan in Exhibit O. Any donor recognition that could create legal or reputational risk may be withheld or revised by CPF.

Article 37 - Intellectual Property

37.1 Pre-Existing Materials

Each Party retains ownership of its pre-existing intellectual property, methodologies, templates, software, marks, and know-how. No license is granted except the limited rights reasonably necessary to perform this Agreement.

37.2 Program Work Product

Subject to third-party rights and pre-existing intellectual property, Program-specific Work Product first created under this Agreement shall be owned by CPF, with Enactus Mexico receiving a non-exclusive, non-transferable, royalty-free license to use such Work Product for performance of this Agreement and for reasonable archival and compliance purposes. The Parties may agree in writing to alternate ownership or shared licensing for specific materials.

37.3 Student Materials and Third-Party Platforms

Nothing in this Agreement transfers ownership of student-created business content or third-party platform rights. The Parties shall ensure that any use of platform-based content or student-created content is consistent with platform terms, privacy obligations, and informed consent.

Article 38 - Confidentiality

38.1 Use Restriction

A receiving Party shall use the disclosing Party's Confidential Information only for purposes of this Agreement and shall protect it using at least reasonable care. Confidential Information shall be disclosed only to persons who need to know it for Program purposes and who are bound by confidentiality obligations at least as protective as those in this Article.

38.2 Exclusions

Confidentiality obligations do not apply to information that is publicly available without breach, lawfully known to the receiving Party without restriction before disclosure, independently developed without use of the Confidential Information, or lawfully received from another source without a duty of confidentiality.

38.3 Compelled Disclosure

If a receiving Party is legally compelled to disclose Confidential Information, it shall, where legally permitted, provide prompt notice to the disclosing Party and cooperate in seeking protective treatment. The receiving Party may disclose only the portion legally required.

Article 39 - Conflict of Interest

39.1 Disclosure Obligation

Each Party shall require relevant personnel to disclose actual, potential, or apparent conflicts of interest involving procurement, student selection, warehouse services, logistics vendors, consultants, or donor negotiations that could affect Program integrity.

39.2 Management of Conflicts

Disclosed conflicts shall be reviewed promptly and managed through recusal, reassignment, independent review, enhanced approval, or other appropriate safeguards. Undisclosed material conflicts discovered later may be treated as compliance breaches.

39.3 Related-Party Transactions

Any proposed related-party transaction involving Program funds requires advance written disclosure and approval by CPF and shall be supported by evidence of fairness, necessity, and market reasonableness.

Article 40 - Default

40.1 Events of Default

- Material breach of this Agreement not excused by another provision.
- Use of Program funds for unauthorized or unlawful purposes.
- Material falsification of records or reporting.
- Failure to maintain required controls, insurance, or legal capacity where the failure materially affects the Program.
- Fraud, corruption, or other serious misconduct connected to the Program.

40.2 Materiality

A breach is material if it reasonably threatens Program funds, donor compliance, student safety, legal compliance, or the viability of funded implementation, or if it persists after notice and an applicable cure opportunity.

40.3 Reservation of Rights

Identification of a default event does not waive any other rights or remedies available under this Agreement, at law, or in equity, except to the extent expressly waived in writing.

Article 41 - Cure Periods

41.1 Standard Cure Period

Except for breaches requiring immediate action under this Agreement, a Party alleging a breach shall provide written notice describing the breach in reasonable detail. The receiving Party shall have fifteen business days to cure, or if the breach cannot reasonably be cured within fifteen business days, to begin cure promptly and pursue cure diligently under a written corrective action plan acceptable to the non-breaching Party.

41.2 No Cure Right for Certain Events

No cure period is required for intentional fraud, bribery, knowing misuse of funds, unlawful retaliation, or other conduct that creates immediate and unacceptable legal or mission risk. In such cases, immediate suspension or termination may be imposed subject to Article 42 or 43.

41.3 Effect of Cure

A timely and effective cure prevents the noticed breach from becoming a continuing uncured default, but does not erase obligations to correct records, reimburse unsupported costs, or address resulting harm.

Article 42 - Suspension

42.1 Suspension Rights

CPF may suspend all or any portion of implementation, disbursements, or authority under a Notice to Proceed if CPF reasonably determines that funding, compliance, fraud, data protection, safeguarding, force majeure, security, or control conditions require a pause to protect the Program. Enactus Mexico may request suspension where continued performance would violate Applicable Law or create an imminent safety risk.

42.2 Effect of Suspension

During suspension, the Parties shall limit activities to those necessary to protect students, funds, assets, records, and legal compliance, unless the suspension notice authorizes additional activity. The PMO shall document the effect of suspension on schedule, budget, and scope and submit recommended next steps for approval.

42.3 Resumption

Suspended activities may resume only upon written notice confirming that the basis for suspension has been adequately addressed or that revised conditions for continuation have been approved.

Article 43 - Termination

43.1 Termination for Cause

Either Party may terminate this Agreement for cause upon written notice if the other Party commits a material uncured breach, becomes legally unable to perform, or engages in serious misconduct that materially undermines trust, compliance, or Program integrity.

43.2 Termination for Convenience or Funding Outcome

CPF may terminate this Agreement or any unfunded implementation phase for convenience upon written notice if CPF determines that fundraising conditions, donor conditions, mission considerations, or practical implementation constraints no longer support continuation. Termination arising from fundraising outcomes shall not be treated as a breach by CPF.

43.3 Effect of Termination

Upon termination, Enactus Mexico shall cease incurring new obligations except those necessary for orderly shutdown, protect and account for Program funds and assets, deliver records and close-out materials, cooperate on donor and legal communications, and return or otherwise dispose of remaining assets and funds as directed by CPF and Applicable Law. Articles intended to survive termination, including confidentiality, records, audit, dispute resolution, and governing law, shall survive.

Article 44 - Force Majeure

44.1 Definition and Notice

A Party is excused from delay in performance to the extent caused by events beyond its reasonable control, such as natural disaster, war, civil unrest, epidemic, labor action not caused by that Party, utility failure, or government action, provided that the affected Party gives prompt notice and uses reasonable efforts to mitigate the effect. Lack of funding is governed by Articles 7 and 10, not this Article, unless caused by a broader force majeure event that directly prevents fundraising or disbursement operations.

44.2 Mitigation and Workaround

The affected Party shall use reasonable efforts to resume performance, implement practical workarounds, protect Program assets and data, and inform the other Party of expected timing impacts.

44.3 Extended Force Majeure

If a force majeure event materially prevents a substantial portion of the Program for more than sixty consecutive days, the Parties shall confer in good faith regarding suspension, scaling, regional re-sequencing, or termination of affected portions.

Article 45 - Dispute Resolution

45.1 Executive Escalation

The Parties shall first attempt in good faith to resolve disputes through the PMO and, if unresolved, through executive escalation to designated senior representatives. Each Party shall continue performing unaffected obligations during the dispute to the extent lawful and practical.

45.2 Mediation Option

Before filing litigation, either Party may request non-binding mediation in Washington unless emergency injunctive relief is needed. Participation in mediation shall not prejudice either Party's legal rights if mediation does not resolve the dispute.

45.3 Judicial Forum

Subject to any agreed mediation attempt, the state and federal courts located in Thurston County, Washington shall have exclusive venue for disputes arising out of or relating to this Agreement, and each Party consents to personal jurisdiction in those courts.

Article 46 - Governing Law

46.1 Applicable Law

This Agreement, and any non-contractual disputes arising out of or relating to it, shall be governed by and construed in accordance with the laws of the State of Washington, without regard to conflict-of-laws rules that would direct application of another jurisdiction's law.

46.2 Interpretive Priority

The Parties intend that Washington law govern issues of contract formation, interpretation, remedies, and enforcement, while local law in Mexico shall continue to govern local operational compliance obligations applicable to activities performed there.

Article 47 - Miscellaneous

47.1 Notices

Formal notices under this Agreement shall be sent by email with confirmation of transmission, courier, or another documented delivery method to the notice contacts designated by each Party. Either Party may update its notice details by written notice to the other.

Notice Contact Item	Current Draft Entry
Catholic Project Fund notice address	9227 24th Ct SE, Lacey, WA 98513, USA
Catholic Project Fund notice email	legals@catholicprojectfund.org
Catholic Project Fund attention line	Attention: Thien Pham
Enactus Mexico notice address	Mario Pani 400, Lomas de Santa Fe, Contadero, Cuajimalpa de Morelos, 05330 Ciudad de Mexico, CDMX, Mexico
Enactus Mexico notice email	jjespdia2015@gmail.com
Enactus Mexico attention line	Attention: Jesus Esparaza; Phone: +52 55 1253 7518

Table 47.1 - Contract notice details provided for final legal verification.

47.2 Assignment and Subcontracting

Neither Party may assign this Agreement without the prior written consent of the other Party, except that CPF may assign to a successor nonprofit entity controlling the Program. Approved subcontracting does not relieve the subcontracting Party of responsibility.

47.3 Amendment, Waiver, and Severability

Any amendment must be in writing and signed by authorized representatives of both Parties, except that CPF may issue administrative implementation directions consistent with this Agreement and existing approvals. Waiver of any breach is effective only if in writing. If any provision is held unenforceable, the remaining provisions remain in effect to the maximum extent permitted by law.

Article 48 - Entire Agreement

48.1 Integration

This Agreement, including all Exhibits, Notices to Proceed, and written Change Orders issued under it, constitutes the entire agreement between the Parties with respect to the subject matter and supersedes prior oral or written discussions, proposals, and drafts relating to the same subject matter.

48.2 No Reliance Outside Agreement

Each Party acknowledges that it is entering this Agreement based on the terms expressly set out in it and not on any representation, projection, or expectation not expressly incorporated into the Agreement.

Article 49 - Signature Blocks

49.1 Execution

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date. Electronic signatures and counterparts are permitted and shall be treated as originals.

Catholic Project Fund, a Washington nonprofit corporation recognized as a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code, Washington UBI 606 213 835, IRS EIN 42-1936313 By: ______________________________ Name: Thien Pham Title: CEO Date: ______________________________	**Enactus Mexico, a nonprofit implementation organization organized under the laws of Mexico, registration number SME050509RS4** By: ______________________________ Name: Jesus Esparaza Title: President Date: ______________________________

Exhibit A - Statement of Work

This Exhibit A sets out the principal implementation workstreams, outputs, ownership, and dependencies for the funded Program tranche. It should be read together with the Approved Budget, the active Notice to Proceed, and any approved Change Order.

Workstream	Lead	Primary Outputs	Dependencies
Governance and PMO	Joint	Integrated work plan, decision log, issue log, reporting calendar	Notice to Proceed, designated personnel
Fund administration	CPF	Fund ledger, approved disbursement schedule, donor compliance log	Donor closings, legal review
Procurement	Enactus Mexico	Purchase files, receiving records, QC reports	Approved budget, vendor approvals
Warehouse preparation	Enactus Mexico	Configured devices, asset tags, dispatch-ready packages	Received inventory, approved SOPs
Distribution	Enactus Mexico	Signed handover files, updated asset register	Roster approval, logistics readiness
Training	Enactus Mexico	Attendance records, completion certifications, support logs	Student enrollment, curriculum approval
Monitoring and reporting	Joint	Monthly, quarterly, and close-out reporting	Source records from all workstreams

Exhibit A-1 - Workstream statement of work.

Deliverable	Acceptance Standard	Evidence of Acceptance
Integrated work plan	Approved baseline with owners, dates, and dependencies	PMO lead and CPF representative
Procurement package	Approved vendor file, pricing basis, and delivery schedule	CPF finance approval and Enactus Mexico procurement lead

Warehouse readiness	Approved SOP, staffed facility, security controls, and test count	Operations lead and warehouse manager
Distribution readiness	Complete roster, manifest, transport plan, and field brief	Deployment lead and PMO
Training readiness	Approved curriculum, facilitator list, and evidence tools	Training lead and PMO
Reporting package	Complete template submission with reconciled source evidence	Finance lead and PMO

Exhibit A-2 - Deliverable acceptance matrix.

5. Each output must be supported by underlying source records sufficient for donor review and audit.
6. Any workstream expansion beyond the active funded tranche requires written approval through a Notice to Proceed or Change Order.
7. Workstream owners shall identify at least one deputy to support continuity during staff absence or turnover.

Exhibit B - 12-Month Implementation Timeline

The timeline below is illustrative for a fully funded Year-One tranche. Actual timing may shift by Notice to Proceed, geography, or funding phase, provided that readiness controls and approved dependencies are preserved.

Workstream	M1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
Governance mobilization	X											
Fundraising phase 1 and donor closing	X	X	X									
Detailed implementation planning		X	X									
Procurement launch			X	X								
Warehousing and imaging				X	X	X						
Enrollment and site validation				X	X	X						
Distribution tranche 1						X	X					
Training tranche 1						X	X	X	X			
Distribution tranche 2								X	X			
Training tranche 2								X	X	X	X	

Monitoring, reporting, and audits	X	X	X	X	X	X	X	X	X	X	X	X
Close-out and final evaluation											X	X

Exhibit B-1 - Integrated 12-month implementation timeline.

Dependency Rule	Minimum Trigger	Purpose
No procurement release without funding authorization	Approved Budget and Notice to Proceed	Avoid unfunded commitments
No distribution before roster lock	Approved enrollment roster and device manifest	Prevent misallocation and missing records
No training completion claim without evidence	Attendance log and completion record	Support KPI integrity
No close-out before final reconciliations	Cash, asset, and reporting reconciliation complete	Preserve audit readiness

Exhibit B-2 - Timeline dependency controls.

A revised implementation timeline shall be issued whenever a funding shortfall, material delay, or approved scope change makes the then-current timeline unrealistic.

Exhibit C - Project Budget

This Exhibit C presents the illustrative full-budget model for a $220,000,000 Program based on an approved unit cost of $2,200 per funded student. Actual budgets shall be scaled to available funds and approved in writing before implementation.

Budget Category	Illustrative Amount	% of Full Budget
Devices and accessories	$88,000,000	40.0%
Connectivity and enablement	$33,000,000	15.0%
Software and platform services	$55,000,000	25.0%
Training and field deployment	$22,000,000	10.0%
Warehousing, logistics, and insurance	$13,200,000	6.0%
Monitoring, audit, and contingency	$8,800,000	4.0%
Total	**$220,000,000**	**100.0%**

Exhibit C-1 - Illustrative full-budget allocation.

Unit Economics Component	Illustrative Cost	Notes
Per-student device and accessories	$1,050	Laptop, accessories, packaging, and imaging
Per-student connectivity and software	$880	Approved connectivity, platform enablement, and support
Per-student training and field support	$182	Training delivery, field coordination, and student support
Per-student compliance and contingency	$88	Monitoring, audit support, and reserve allocation
Total unit cost	$2,200	Approved scaling denominator

Exhibit C-2 - Unit economics used for scaling.

Month	Illustrative Spend	Primary Drivers

Month 1	$2,200,000	Mobilization, legal setup, and donor materials
Month 2	$4,400,000	Planning, recruitment, and early procurement deposits
Month 3	$17,600,000	Funded procurement awards and vendor deposits
Month 4	$28,600,000	Inbound receiving, imaging equipment, freight, and warehousing
Month 5	$24,200,000	Regional distribution preparation and enrollment
Month 6	$30,800,000	Distribution tranche 1 and training launch
Month 7	$24,200,000	Continuation of distribution, support, and reconciliation
Month 8	$26,400,000	Distribution tranche 2 and storefront activation
Month 9	$19,800,000	Training completion and performance support
Month 10	$15,400,000	Monitoring, technical assistance, and remediation
Month 11	$13,200,000	Evaluation, audits, and close-out preparation
Month 12	$13,200,000	Final reporting, close-out, and retained obligations
Total	**$220,000,000**	**Illustrative fully funded Year-One cash flow**

Exhibit C-2 - Illustrative monthly cash flow.

Budget reallocations must preserve fiscal control, donor restrictions, and feasible implementation economics. Material changes follow the Change Order process in Exhibit P.

Exhibit D - Fundraising Plan

CPF shall lead the fundraising plan using phased cultivation, solicitation, closing, and stewardship activities aligned to practical implementation capacity. The fundraising plan is directional and does not create a guarantee of funds.

Phase	Illustrative Timing	Primary Objective	Key Outputs
Phase 1	Months 1-3	Anchor commitments and lead sponsorships	Priority donor list, campaign materials, draft restrictions matrix
Phase 2	Months 3-6	Regional and institutional closings	Executed pledges, phased donor communication calendar
Phase 3	Months 6-9	Supplemental and gap-closing fundraising	Revised scale scenarios, donor impact updates
Phase 4	Months 9-12	Sustainment and future tranche pipeline	Renewal strategy and close-out narrative

Exhibit D-1 - Fundraising phase plan.

Potential Donor Condition	Acceptance Rule	Required Implementation Response
Geographic restriction	Only if the region is implementation-ready and budgeted	Incorporate into regional plan and NTP
Timing restriction	Only if operationally feasible	Convert to tranche or milestone condition
Branding or recognition condition	Only if lawful and reputationally acceptable	Route through communications plan
Outcome guarantee request	No	Reject or restate as effort-based reporting only
Restricted procurement source	Only with due diligence and fairness review	Document exception and approval

Exhibit D-2 - Donor condition handling matrix.

8. CPF may pause or defer a fundraising phase if donor conditions or legal review require additional diligence.
9. No implementation commitment may be made externally unless consistent with the active Notice to Proceed.
10. Accepted donor restrictions shall be translated into implementation conditions only through written governance instruments.

Exhibit E - Student Selection Policy

Student selection shall be fair, documented, and auditable. The policy below establishes minimum requirements that may be supplemented in an approved regional implementation plan.

Policy Element	Minimum Requirement
Outreach	Public or institution-based notice describing eligibility, timing, and required documents.
Eligibility review	Review against approved cohort criteria, institution or residency checks, and consent requirements.
Scoring or prioritization	Use a documented matrix where demand exceeds capacity, with tie-breakers defined in advance.
Approval	Roster approved by authorized Enactus Mexico personnel and available for CPF review.
Appeals	Documented appeal or exception mechanism that preserves fairness and traceability.

Exhibit E-1 - Student selection control points.

Scoring Criterion	Illustrative Weight	Evaluation Focus
Eligibility completeness	Pass/Fail	Required documentation present and valid
Cohort priority alignment	0-20	Fit with approved regional and institutional priorities
Participation readiness	0-20	Availability for training and implementation schedule
Need or inclusion factors	0-30	Documented criteria approved for the cohort
Institutional validation	0-30	School or partner confirmation where applicable

Exhibit E-2 - Illustrative student selection scoring matrix.

- Selection files shall be retained in accordance with Article 33.
- Exceptions must be documented with the reason, approver, and legal basis if applicable.
- No student shall be added to a funded cohort after distribution unless a documented substitution process is followed.

Exhibit F - Laptop Distribution Procedures

Step	Control
Pre-event verification	Confirm approved roster, dispatch manifest, and device serial numbers before transport.
Transport	Use controlled transport with documented custody transfer and incident contacts.
Check-in	Verify student identity and required consent forms at distribution site.
Handover	Capture signature, serial number, date, and any missing items or visible defects.
Orientation	Provide basic operating guidance, support contacts, and acceptable use notice.
Post-event reconciliation	Update Asset Register and issue log within one business day.

Exhibit F-1 - Required laptop distribution steps.

Exception Scenario	Required Response
Student absent	Do not hand over device; record exception and reschedule or substitute per policy
Identity mismatch	Escalate to roster owner; no handover until resolved
Damaged package	Quarantine item, issue replacement if available, log incident
Missing consent	Hold handover pending completion of required form
Transport incident	Activate incident response and preserve chain-of-custody records

Exhibit F-2 - Distribution exception handling matrix.

Undelivered or refused devices shall be returned to controlled custody the same day where practicable and recorded as exceptions pending reallocation or future deployment.

Exhibit G - Warehouse Standard Operating Procedures

The warehouse SOP governs receiving, storage, imaging, packing, dispatch, and exception handling for Program-funded assets.

SOP Area	Minimum Standard
Receiving	Inspect shipment condition, verify counts, record serial numbers, and quarantine damaged items.
Storage	Segregate Program inventory, maintain controlled access, and preserve environmental protections.
Imaging and configuration	Apply approved software image, security controls, and testing checklist before packaging.
Packing	Match serial number to beneficiary or cohort batch, include required accessories and documentation.
Dispatch	Release only against approved manifest with signed custody transfer.
Cycle count	Conduct periodic counts and investigate any discrepancy immediately.

Exhibit G-1 - Warehouse SOP summary.

Warehouse Record	Minimum Frequency	Required Data
Inbound shipment report	Every receipt	Carrier details, count, serials, visible condition
Imaging log	Every device	Image version, test result, operator, timestamp
Cycle count sheet	Monthly or more often during peak volume	Physical count, variance, follow-up action
Dispatch manifest	Every release	Serial numbers, destination, custodian, date
Incident log	As needed	Loss, damage, security, or control event summary

Exhibit G-2 - Warehouse recordkeeping requirements.

A minimum buffer of 30 days of physical security planning, consumables, and key operating supplies should be maintained during active warehousing periods where feasible.

Exhibit H - Training Curriculum

Module	Illustrative Hours	Core Topics	Required Evidence
Digital orientation	6	Device setup, secure use, connectivity basics, support channels	Attendance and completion log
Digital literacy	10	Productivity, online safety, file management, responsible platform use	Attendance and practical exercise
Entrepreneurship fundamentals	12	Business basics, customer discovery, pricing, and ethics	Completion record and worksheet or project
Implementation support	8	Platform onboarding, workflow use, documentation, troubleshooting	Participation log and support outcomes

Exhibit H-1 - Training curriculum overview.

Illustrative Session	Theme	Primary Output
Week 1	Program induction and safeguarding	Consent, conduct, and support expectations
Week 2	Device setup and security	Account setup, password hygiene, basic troubleshooting
Week 3	Productivity foundations	Files, communication, and online workflows
Week 4	Digital opportunity mapping	Local problem identification and customer perspective
Week 5	Entrepreneurship essentials	Business basics and ethics
Week 6	Commercial activation	Digital channels, onboarding, and tracking
Week 7	Support clinic	Remediation, troubleshooting, and evidence review

Week 8	Completion and transition	Final checks, feedback, and next-step planning

Exhibit H-2 - Illustrative training session sequence.

Training delivery formats may vary by region if the learning objectives, evidence standards, and safeguarding controls are preserved.

Exhibit I - Deployment Checklist

11. Approved Notice to Proceed and current Approved Budget on file.
12. Validated site profile, distribution date, and logistics route confirmed.
13. Approved student roster and required consent documentation complete.
14. Dispatch manifest reconciled to devices and accessories.
15. Distribution team roles assigned, trained, and briefed on incident escalation.
16. Data collection tools tested and handover forms available.
17. Post-event reconciliation owner identified and reporting deadline confirmed.

Checklist Area	Owner	Required Evidence
Funding approval	CPF	Approved NTP and budget reference
Site readiness	Field operations	Confirmed venue, contacts, and logistics map
Roster readiness	Enrollment lead	Locked roster and exception list
Asset readiness	Warehouse lead	Dispatch manifest and package check
Training readiness	Training lead	Materials, attendance tools, and facilitators assigned
Security and incident readiness	Operations lead	Escalation contacts and contingency plan
Reconciliation plan	PMO	Post-event deadline and responsible reviewer

Exhibit I-1 - Deployment checklist ownership matrix.

The deployment lead shall certify completion of the checklist before any device leaves controlled warehouse custody.

Exhibit J - Monthly Reporting Template

Section	Required Content
Executive summary	Status against monthly plan, major achievements, and key issues.
Operations	Procurement, warehousing, distribution, training, and support activity.
KPI snapshot	Month-to-date and cumulative KPI values with commentary.
Financial summary	Cash received, cash used, commitments, forecast, and exceptions.
Risk and incidents	New, ongoing, or escalated risks and incidents with actions taken.
Requests for decision	Approvals, clarifications, or change requests needed from CPF or governance bodies.

Exhibit J-1 - Monthly report template sections.

Monthly Data Element	Definition	Minimum Source
Funded cohort count	Active students approved for the tranche	Approved roster
Procurement status	Ordered, received, and available devices	Purchase file and warehouse log
Distribution status	Devices delivered and exceptions	Handover files and manifest
Training status	Sessions delivered and completion data	Attendance and completion logs
Financial status	Cash used and forecast	Ledger and reconciliation pack
Risk status	Top risks and actions	Risk register

Exhibit J-2 - Monthly reporting data dictionary.

Exhibit K - Quarterly Reporting Template

Section	Required Content
Quarter overview	Narrative summary of objectives, achievements, and material variances.
Cohort and deployment status	Funded students, distributed devices, regional implementation status.
Training and performance	Completion rates, qualitative observations, and KPI trend analysis.
Financial statement	Quarterly fund use against budget and forecast for next quarter.
Compliance and audit	Incidents, investigations, corrective actions, and audit follow-up.
Planned next quarter actions	Operational plan, key milestones, and decisions required.

Exhibit K-1 - Quarterly report template sections.

Quarterly Analysis Area	Required Review
Delivery against plan	Compare actual output to approved quarter plan and explain variances
Cohort quality	Enrollment quality, substitution rate, and attrition
Control effectiveness	Inventory, reconciliation, and evidence quality observations
Financial sufficiency	Budget burn, forecast, and scaling implications
Management action	Approvals needed and proposed corrective actions

Exhibit K-2 - Quarterly analytic review checklist.

Exhibit L - Financial Reporting Template

Line Item	Required Disclosure
Opening balance	Cash balance available at the start of the reporting period.
Funds received	Receipts by source and date, clearly identifying donor-restricted amounts where relevant.
Funds used	Actual expenditures by approved budget category and major vendor.
Outstanding commitments	Approved but unpaid obligations and expected settlement dates.
Forecast	Expected burn rate for the next period and funding sufficiency assessment.
Exceptions	Unsupported costs, pending adjustments, or reconciliation issues.

Exhibit L-1 - Financial reporting template.

Reconciliation Test	Expected Response	Evidence
Cash balance agrees to bank	Yes/No	Attach reconciliation and outstanding items
Expenditures agree to ledger	Yes/No	Attach transaction detail
Inventory-related payments agree to receipts	Yes/No	Attach receiving evidence
Restricted funds tracked separately	Yes/No	Attach donor restriction schedule
Forecast updated	Yes/No	Attach next-period estimate

Exhibit L-2 - Financial reconciliation checklist.

Exhibit M - Audit Procedures

18. Define audit scope, population, and sampling methodology appropriate to the risk profile.
19. Notify relevant personnel and secure access to records, sites, and systems.
20. Test procurement, inventory, disbursement, and reporting controls against source evidence.
21. Document findings, root causes, and recommended corrective actions.
22. Track remediation to closure and verify evidence of closure where appropriate.

Audit Work Program Area	Illustrative Procedure
Disbursement testing	Select sample payments and trace to approval, invoice, receipt, and ledger
Inventory testing	Select assets and trace to receiving, storage, and handover evidence
Roster testing	Select students and verify eligibility and consent documentation
Reporting testing	Trace reported KPIs to source records
Control walkthroughs	Observe or confirm key preventive and detective controls

Exhibit M-1 - Illustrative audit work program.

Audit procedures may be adapted for donor-specific requirements or incident-driven reviews, but must remain documented and traceable.

Exhibit N - Risk Register

This risk register provides the baseline format for risk identification and management. The live operational register may contain additional fields such as trigger dates, residual risk scores, and target completion dates.

Risk	Probability	Impact	Owner	Mitigation	Contingency
Funding shortfall	3	5	CPF Finance Lead	Phase fundraising and condition procurement on available cash and approved commitments	Scale cohort under Article 10 and reissue regional plans
Customs or shipping delay	4	4	Enactus Mexico Operations Lead	Use validated forwarders, pre-clear customs documents, maintain warehouse buffer stock	Resequence deployment and prioritize ready sites
Warehouse loss or theft	2	5	Warehouse Manager	Controlled access, CCTV, insurance, serialized receiving, cycle counts	Claim insurance, investigate, and replenish from reserve stock
Student attrition	3	3	Training Lead	Pre-screen participation readiness, local engagement, guardian communication	Backfill from waitlists where timing permits
Data incident	2	5	Data Protection Officer	Minimum-data design, access controls, encryption, incident playbooks	Contain, notify, remediate, and suspend affected processes
Vendor non-performance	3	4	Procurement Lead	Approved vendor lists, milestone-based payments, secondary sources	Exercise remedies and substitute alternate suppliers
Regulatory change	2	4	Legal and Compliance Leads	Track legal changes and maintain local counsel coordination	Issue change order adjusting controls or scope
Foreign exchange volatility	3	3	CPF Finance Lead	Budget contingencies and staged conversions	Adjust regional allocations within approved budget parameters

Exhibit N-1 - Risk register template.

Risk Heat Map	Probability 1	Probability 2	Probability 3	Probability 4	Probability 5
Impact 5			Cybersecurity incident	Funding shortfall	Warehouse loss
Impact 4		Political disruption	Customs delay	Vendor non-performance	
Impact 3			Student attrition	Foreign exchange volatility	
Impact 2					
Impact 1					

Exhibit N-2 - Illustrative qualitative risk heat map.

Exhibit O - Communications Plan

Audience	Cadence	Primary Content	Owner
Donors and sponsors	Monthly or quarterly	Funding status, approved outputs, stewardship updates	CPF
Steering Committee	Quarterly	Strategic decisions, major risks, and performance summary	PMO
Participating institutions	As needed	Deployment schedules, student instructions, and support notices	Enactus Mexico
Public and media	Milestone-based	Approved progress updates, launch stories, and close-out summaries	Joint

Exhibit O-1 - Communications matrix.

Communication Type	Minimum Approval	Timing
Donor report	CPF program and finance leads	Per reporting schedule
Press release	CPF communications lead and Enactus Mexico lead	Before publication
Student story or photo	Communications lead and safeguarding/privacy reviewer	Before external use
Crisis statement	Executive escalation team	As soon as practicable

Exhibit O-2 - Communication approval matrix.

Public communications must reflect the conditional, phased, and scalable nature of the Program and may not overstate funded scope or expected outcomes.

Exhibit P - Change Order Procedure

Stage	Required Action
Initiation	Document the proposed change, reason, affected scope, budget, and timing.
Impact analysis	Assess funding, legal, operational, procurement, and donor implications.
Review	Submit to PMO and decision-makers within delegated authority.
Approval	Obtain written approval from the required authority before implementation.
Implementation	Update budgets, plans, records, and communications to reflect the approved change.

Exhibit P-1 - Change Order workflow.

Change Scenario	Required Authority
Less than 10% line-item shift with no scope change	Delegated PMO approval if authorized
Scope, geography, or cohort change	Formal Change Order and CPF approval
New donor condition affecting implementation	CPF approval and revised implementation instrument
Emergency control action	Immediate action plus retrospective documentation and ratification

Exhibit P-2 - Change approval thresholds.

No material change is effective unless approved in writing. Urgent temporary control actions taken to protect life, property, or compliance shall be documented and ratified promptly through this procedure where practicable.

Exhibit Q - Notice to Proceed Template

23. Reference number and effective date.
24. Authorized cohort size and region(s).
25. Approved budget ceiling and permitted cost categories.
26. Implementation start date and milestone schedule.
27. Special donor, compliance, or reporting conditions.
28. Authorized signatory for CPF and acknowledgment signature for Enactus Mexico.

Template Field	Required Content
NTP reference number	Unique identifier for the authorized tranche
Funding amount authorized	Maximum approved cash ceiling for the tranche
Student cohort and geography	Approved quantity and covered regions or institutions
Authorized cost categories	Budget lines that may be charged
Conditions	Any milestone, donor, or compliance conditions
Reporting requirements	Specific report cadence or supplements

Exhibit Q-1 - Notice to Proceed minimum fields.

The active Notice to Proceed controls the funded scope for implementation and supersedes inconsistent planning assumptions for the covered tranche.

Exhibit R - Project Close-Out Procedures

Close-Out Area	Required Action
Financial close-out	Reconcile all receipts, disbursements, commitments, and remaining balances.
Asset close-out	Finalize asset register, unresolved exception list, and approved disposition plan.
Reporting	Submit final narrative, KPI, and financial reports and required certifications.
Audit readiness	Confirm record retention, open issues, and access arrangements for post-close review.
Communications	Coordinate donor and public close-out messaging.
Lessons learned	Document improvement recommendations for future tranches or successor programs.

Exhibit R-1 - Close-out procedure summary.

Close-Out Certification Item	Owner	Evidence
Financial close-out complete	Finance lead	Final reconciliation and unused funds disposition
Asset status complete	Operations lead	Final asset register and unresolved exception list
Reporting complete	PMO	Final narrative, KPI, and financial reports delivered
Records archived	Records owner	Retention and access plan confirmed
Open issues summarized	Executive leads	Any surviving obligations documented

Exhibit R-2 - Close-out certification checklist.