

Schedule 1



Protected A
Arrangement # 2526-HQ-000038

Substance Use and Addictions Program – Emergency Treatment Fund

CONTRIBUTION AGREEMENT

Made in duplicate

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Health, and acting through Health Canada (hereinafter referred to as "Canada")

AND: **The City of London**, a corporation incorporated under the laws of **Ontario** (hereinafter referred to as the "Recipient")

Canada and the Recipient are also referred to individually as a "Party", or collectively as the "Parties".

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PREAMBLE:

WHEREAS Canada has established a Program called **Substance Use and Addictions Program – Emergency Treatment Fund**;

WHEREAS the Recipient has submitted to Canada a proposal for the funding of an Initiative called **Reducing Substance Use Harms Through Basic Needs and Healthcare at 602 Queens “The Commons”**, which qualifies for support under the Program;

WHEREAS the Recipient is responsible for receiving and managing the funding provided under this Agreement, for further distributing these funds to any Ultimate Recipient for projects that qualify for funding under the Initiative and for overseeing/monitoring the progress of the projects undertaken by any Ultimate Recipient; and

WHEREAS Canada wishes to provide financial assistance to support the Initiative;

THEREFORE, the Parties agree as follows:

1. DEFINITIONS

In this Agreement,

- 1.1 "Agreement" means this contribution agreement and includes all appendices, and any amendments made to this Agreement in accordance with section 26;
- 1.2 "Appropriation" means any authority of Parliament to pay money out of the Consolidated Revenue Fund;
- 1.3 "Asset" means any item that has an acquisition cost of \$1000 or greater, and may, where applicable, include any electronic device the cost of which is under \$1000 (e.g. communication device, computer equipment, audio visual equipment), acquired by the Recipient with contribution funds provided under this Agreement or under a previous agreement funded by the same Program;
- 1.4 "Budget" means the total forecasted expenditures for the Initiative, as well as the total amount of cash and/or in-kind contributions to be received from all sources for the Initiative, as set out in Appendix B. For the purposes of this Agreement, in-kind contributions mean non-monetary contributions which the Recipient provides or receives from others to undertake the Initiative;
- 1.5 "Eligible Expenditures" means the costs described in Appendix B to this Agreement that Canada has agreed to contribute to and that are incurred by the Recipient in carrying out the Initiative;
- 1.6 "Evaluation" means the systematic collection and analysis of evidence on the outcomes of initiatives and programs used to make judgments about their relevance, performance and alternative ways to deliver them or to achieve the same results;
- 1.7 "Fiscal Year" means the twelve-month period beginning April 1 of any year and ending March 31 of the following year, and including parts thereof in the event that this Agreement commences after April 1 or expires or terminates before March 31;
- 1.8 "Initiative" means what is described in Appendix A to this Agreement;
- 1.9 "Material" means anything that is created or developed by the Recipient with funding under this Agreement including designs, reports, photographs, drawings, plans, specifications, documents, tools, resources, computer software, surveys, databases and Web sites;
- 1.10 "Performance Measurement" means the process and system of selection, development and ongoing use of performance measures to guide decision-making; and
- 1.11 "Program" means **Substance Use and Addictions Program – Emergency Treatment Fund**.
- 1.12 "Ultimate Recipient" means an individual or entity (incorporated or not) who is provided with funding by the Recipient to carry out a project under the Initiative pursuant to the terms of an agreement entered into between the Recipient and that Ultimate Recipient in accordance with section 4.14 of this Agreement.

2. PURPOSE

The purpose of this Agreement is to set out the terms and conditions pursuant to which Canada will make a contribution to the Recipient who shall use the funding provided under this Agreement solely to carry out the Initiative in a diligent and professional manner, in accordance with the terms of this Agreement and applicable laws.

3. TERM OF AGREEMENT

This Agreement will come into effect **April 1, 2025** and will end on **March 31, 2026**, unless terminated earlier in accordance with the terms of this Agreement.

4. FINANCIAL CONTRIBUTION AND OBLIGATIONS

- 4.1 Subject to the terms of this Agreement, Canada will make a contribution to the Recipient of up to **FOUR HUNDRED FORTY-FOUR THOUSAND TWO HUNDRED FIFTY** dollars (\$**444,250**) towards Eligible Expenditures. Canada's contribution will be paid as follows:

In Fiscal Year **2025-2026** up to **\$444,250**

4.2 Reimbursement

Payments shall be made in the form of reimbursement to the Recipient for Eligible Expenditures upon receipt and acceptance by Canada of the Cashflow Forecast and Record of Expenditures Form (Appendix D), hereinafter called the "Cashflow", submitted by the Recipient in accordance with the Reporting Plan (Appendix C).

4.3 Cashflow Forecast and Record of Expenditures

- 4.3.1 The Cashflow (Appendix D) for each Fiscal Year shall be signed by the Recipient's authorized representative(s) and contain the following information:

- a) a projection of expenditures to be incurred during the agreed upon upcoming reporting period and for the remainder of the Fiscal Year, by category of Eligible Expenditures;
- b) the actual Eligible Expenditures incurred during the last reporting period.

4.4 Proceeds or Income

In accordance with the Reporting Plan (Appendix C), the Recipient shall report to Canada all proceeds or other income derived from contribution funding under this Agreement (e.g., interest). Such proceeds or income may be applied to reduce amounts otherwise payable under this Agreement. Where Canada determines that no such reduction is possible, or that any such reduction would only cover part of the proceeds or income derived from the use of the contribution funds, the remainder of the proceeds or income shall constitute an overpayment and be repayable in accordance with section 4.8 or, with the prior written approval from Canada, may be used by the Recipient to enhance the Initiative.

4.5 Adjustment

Notwithstanding any other provisions of this Agreement, Canada may withhold or reduce any payments to be made to the Recipient pursuant to this Agreement in the event that:

- 4.5.1 any report has not been submitted by the Recipient in accordance with the requirements of Appendix C; or
- 4.5.2 any such report or any audit conducted under this Agreement indicates that the Recipient's actual Eligible Expenditures for the Initiative have been lower than the amount disbursed to the Recipient up to the time of such report or audit.

4.6 Holdback

Canada shall be entitled to withhold up to **15%** of the amount of funding payable in the final Fiscal Year of funding of this Agreement. This holdback will be released upon submission by the Recipient and acceptance by Canada of the following items:

- 4.6.1 the Recipient's final Cashflow;
- 4.6.2 all reports that the Recipient is required to submit pursuant to the Reporting Plan (Appendix C); and

- 4.6.3 such other documentation and information relating directly or indirectly to the Initiative that Canada may, at its sole discretion, request from the Recipient.

Canada will be entitled to make any necessary adjustments to the holdback before releasing the final amount.

4.7 Claiming Eligible Expenditures Upon Termination or Expiration

The Recipient must submit its final claim for Eligible Expenditures within ninety (90) calendar days following the termination or expiration of this Agreement. Canada shall not be obliged to reimburse a claim submitted beyond that period.

4.8 Overpayments

Any overpayment, unspent advance, or disallowed expenditure shall be repayable to Canada, and until repaid, constitutes a debt due to Canada. Canada may deduct the said amount from any subsequent payments under this Agreement, or if no further payments remain to be made, or the said amount is determined after the termination or expiration of this Agreement, the Recipient shall, unless otherwise agreed, repay the amount within thirty (30) calendar days of written notification from Canada. The repayment shall be by cheque(s), or other agreed upon method, payable to the Receiver General for Canada and shall be sent to Canada's representative identified in section 29. Interest shall be charged on any overdue amounts in accordance with the *Interest and Administrative Charges Regulations*.

4.9 Underspending

The Recipient shall inform Canada in writing of any potential underspending for any given Fiscal Year on **MARCH 1** and earlier if requested.

4.10 Deduction or Set-off of debts owed to Canada

The Recipient has provided and shall continue to provide Canada with a list of all amounts owing to the federal government under legislation or agreement, which are past due and in arrears as at the time of the Recipient's application for funding, or at any time during the term of this Agreement. The Recipient acknowledges that Canada may set-off or deduct these amounts from any amounts payable to the Recipient under this Agreement.

4.11 Funding subject to Appropriation and Program funding authorities

- 4.11.1 Notwithstanding any other provision of this Agreement, the amount of funding to be provided to the Recipient pursuant to this Agreement is subject to there being an Appropriation of funds by the Parliament of Canada for the Fiscal Year in which any commitment would come due for payment.
- 4.11.2 In the event that authorities for the Program are amended or terminated, or if funding levels are reduced or cancelled by the Parliament of Canada for any Fiscal Year in which a payment is to be made under this Agreement, Canada may reduce or terminate any further payments to be made under this Agreement.
- 4.11.3 Where funding under this Agreement is to be reduced or terminated under section 4.11.2 Canada shall provide the Recipient with at least ninety (90) calendar days written notice of the reduction or termination and shall reimburse the Recipient for any Eligible Expenditures incurred up to the date upon which the reduction/termination is to take effect.

4.12 Other sources of funds

- 4.12.1 The Recipient acknowledges having disclosed to Canada, as part of its application for funding under the Program, all actual and/or anticipated sources of assistance for carrying out the Initiative, including cash and in-kind contributions from all levels of government and/or private sources. The Recipient further acknowledges that Canada's approval of the funding for this Initiative was based on the approved Budget (Appendix B).
- 4.12.2 If requested, the Recipient shall provide to Canada in each year of this Agreement a declaration signed by its authorized representative(s) confirming the total contributions (both cash and in-kind contributions) that it has received from all sources for the Initiative, as well as the total expenditures made in relation to the Initiative. Such declaration shall reflect total contributions and total expenditures for the preceding Fiscal Year and be submitted in accordance with the Reporting Plan (Appendix C).

4.12.3 Where Canada's contribution under this Agreement exceeds \$100,000, the Recipient shall provide to Canada, upon expiration or termination of the Initiative, a final declaration signed by its authorized representative(s) confirming the total contributions (both cash and in-kind contributions) that it has received from all sources for the Initiative, as well as the total expenditures made in relation to the Initiative. Such declaration shall be submitted in accordance with the Reporting Plan (Appendix C).

4.12.4 If the total amount of assistance from all sources for carrying out the Initiative (including federal, provincial/territorial and municipal governments, private sector, etc.) exceeds one hundred per cent (100%) of the total cost of carrying out the Initiative, Canada may, in its discretion and having regard to Canada's proportionate share of the total cost of the Initiative as set out in the Budget (Appendix B):

4.12.4.1 reduce Canada's contribution by such amount as Canada considers appropriate, up to the amount of the additional assistance received; or

4.12.4.2 if the full amount of Canada's contribution has already been paid, require the Recipient to repay such amount as Canada considers appropriate, up to the amount of the additional assistance received. Until repaid, the excess amount constitutes an overpayment within the meaning of section 4.8.

4.13 Budget adjustments

The Recipient may, within a given Fiscal Year's budget and upon notice to Canada, make minor adjustments to budget amounts among the approved broad budget expenditure categories. For the purposes of this section, a minor adjustment is an adjustment that does not exceed 15% of the approved amount for an expenditure category (calculated cumulatively). Where the proposed adjustment exceeds 15% of the approved budget amount for an expenditure category, the Recipient must seek Canada's prior written consent before implementing the adjustment. The adjustments under this section may not increase the total amount of Canada's contribution in any given Fiscal Year of the Agreement.

4.14 Further distribution of funding

The Recipient shall

4.14.1 Have in place operational procedures relating to the management of the further distribution of contribution funds to any Ultimate Recipient and provide a copy of those procedures to Canada upon request;

4.14.2 Provide Canada with a description of the Recipient's responsibilities in ensuring that a clear, transparent, open and fair decision-making process is used in the selection of Ultimate Recipients and projects to be funded;

4.14.3 Provide Canada with a description of redress provisions to handle grievances or other matters regarding the Recipient's decision-making process;

4.14.4 Ensure that materials submitted to Canada pursuant to this Agreement do not infringe any Ultimate Recipient intellectual property rights and bear the appropriate copyright notice and attribution to the author(s);

4.14.5 Provide Canada with access to all signed agreements with Ultimate Recipients;

4.14.6 Ensure that the terms of the written agreement between the Recipient and each Ultimate Recipient that will receive funding mirrors the basic elements of the Agreement between Canada and the Recipient, and include the following:

4.14.6.1 A description of the responsibilities of the parties, financial and otherwise, including clear expectations as to the results expected through carrying out the activities of the project;

4.14.6.2 The right of the Recipient to monitor and review the Ultimate Recipient projects through site visits or other means, as well as conduct inspections of financial records or an audit to confirm compliance with the agreement and the appropriate use of funds;

4.14.6.3 The right of the Recipient to share with Canada copies of reviews, evaluations and audit reports of the Ultimate Recipient with respect to the funding;

4.14.6.4 Canada's right of access, through the Recipient, to the Ultimate Recipient's documents for the purposes of monitoring compliance with this Agreement;

- 4.14.6.5 The right of the Auditor General of Canada, at his/her own cost, under the authority of subsection 7.1 of the *Auditor General Act*, to conduct an inquiry into the use of funds. The Ultimate Recipient shall cooperate with the Auditor General and his/her representatives or agents in connection with such inquiry, and shall grant access to its documents, records and premises as required by the Auditor General or his/her representatives or agents for purposes of any such inquiry. The Auditor General may, at his/her discretion, discuss any concerns raised in such inquiry with the Parties and the Ultimate Recipient. The results may be reported to Parliament in a report of the Auditor General.
 - 4.14.6.6 A requirement for the Ultimate Recipient to keep all records, information, databases, reports and all other documentation related to the project and associated expenditures and costs, for a period of six (6) years from the expiration or termination of the agreement;
 - 4.14.6.7 Appropriate measures for elements of non-compliance or default, including termination of the agreement and possible legal recourse;
 - 4.14.6.8 A provision for the Recipient to make known Canada's role in the funding provided to the Ultimate Recipient;
 - 4.14.6.9 A provision stipulating that payments are subject to there being an Appropriation of funds by the Parliament of Canada and are also subject to being amended or terminated in the event that federal program levels are amended or terminated for any Fiscal Year in which a payment is to be made under the agreement;
 - 4.14.6.10 A requirement for the Ultimate Recipient to repay to the Recipient any funds to which the Ultimate Recipient is not entitled, including payments made in error, overpayments and costs that were not eligible for reimbursement;
 - 4.14.6.11 A requirement for the Ultimate Recipient to ensure that any research project involving humans includes a research protocol that is consistent with the principles set out in the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans* and that appropriate records are kept and a copy provided to the Recipient, if requested to do so;
 - 4.14.6.12 A requirement for the Ultimate Recipient to comply with all applicable laws and policies pertaining to privacy and confidentiality in dealing with information and records related to the project; and
 - 4.14.6.13 A provision stipulating that the Ultimate Recipient should, where appropriate, deliver its services, programs, projects or activities in both official languages.
- 4.14.7 Be permitted to further distribute funding in accordance with the terms of written agreements established between the Recipient and the Ultimate Recipients prior to the coming into force date of this Agreement and shall endeavour to align the terms of those existing written agreements with the requirements under section 4.14.6 at the earliest opportunity.

5. RECORDS AND AUDIT

- 5.1 Canada reserves the right to audit or cause to have audited the accounts and records of the Recipient to ensure compliance with the terms of this Agreement. The scope, coverage and timing of such an audit shall be determined by Canada and may be carried out by employees or agents of Canada at Canada's expense.
- 5.2 The Recipient:
 - 5.2.1 acknowledges that Canada may audit any or all records, including financial records of the Recipient or its agents, whether directly or indirectly related to this Agreement as is necessary to satisfy Canada that the objectives and activities of the Initiative have been carried out and that the funds have been spent in accordance with the terms of this Agreement;
 - 5.2.2 shall keep proper and accurate Initiative-related accounts and records (including activity, progress and evaluation reports, reports on audits carried out by, or on behalf of the Recipient, all contracts, agreements, invoices receipts and vouchers relating to Eligible Expenditures and revenues, including contributions from other sources (both cash and in-kind contributions)) in accordance with this Agreement, generally accepted accounting principles and good financial management practices;

- 5.2.3 shall make such accounts and records available for audit by Canada upon reasonable notice, and permit Canada to inspect the records and make extracts from and/or make copies of the records; and
- 5.2.4 shall provide reasonable facilities to Canada for such audits and inspections and provide Canada with all information necessary to understand the records.

6. AUDITOR GENERAL OF CANADA

The Recipient acknowledges that the Auditor General of Canada may, at his/her own cost, under the authority of subsection 7.1 of the *Auditor General Act*, conduct an inquiry into matters relating to this Agreement. The Recipient shall cooperate with the Auditor General and his/her representatives, employees, or contractors relative to any such inquiry and grant them access to the Recipient's documents, records, and premises for purposes of any such inquiry. The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with Canada. The results may be reported to Parliament in a report of the Auditor General.

7. INFORMATION MANAGEMENT

7.1 Access to records

Upon request, the Recipient shall allow representatives of Canada to have access to its staff, premises, Initiative site and records (including files, information, databases, reports and invoices for costs for which reimbursements have been claimed) for purposes related to the monitoring of the Recipient's compliance with this Agreement.

7.2 Retention of records

Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, reports and all other documentation related to the Initiative and associated expenditures and costs, for a period of six (6) years from the expiration or termination of this Agreement.

7.3 Consent to disclosure

The Recipient consents to the disclosure by Canada, for purposes related to the administration of the Program or this Agreement or for purposes related to the Recipient's eligibility for federal funding under any other program or initiative, of any information, other than personal information, relating to the Recipient or the Initiative including, but not limited to: information about amounts advanced or paid as reimbursement of Eligible Expenditures; the criteria used for calculating payments; data showing the activities supporting such payments; and analysis, assessment, audit and evaluation reports relating to the Recipient or the Initiative.

- 7.4 The Recipient authorizes Canada, without any further formality, to consult such individuals or organizations, including financial institutions, accounting firms, credit bureaus and other government organizations, that it deems necessary for the purpose of obtaining any information, (including information relating to the Recipient's financial situation), useful to the administration and monitoring of this Agreement; and these contacted individuals and organizations to disclose the information requested.

7.5 Personal and confidential information

The Parties shall comply with applicable laws and policies pertaining to privacy and confidentiality in dealing with information and records related to the Initiative.

8. PERFORMANCE MEASUREMENT AND EVALUATION

The Recipient shall:

- 8.1 measure progress and performance on an ongoing basis to ensure that data is available to support the management of the Initiative. This includes: performance measurement planning; regularly collecting data on output and outcome indicators; analyzing and/or synthesizing the data; using the data to inform decision-making and to continuously improve implementation; and reporting to Canada in accordance with the Reporting Plan (Appendix C);
- 8.2 participate in any Program-level Performance Measurement and/or Evaluation activities led by or on behalf of Canada; and
- 8.3 if requested to do so, carry out an independent Evaluation of the Initiative in a form satisfactory to Canada, and provide Canada with a copy of the resulting report(s) in accordance with the Reporting Plan (Appendix C).

9. OTHER REPORTING

The Recipient shall:

- 9.1 provide Canada with a copy of its annual financial statements within thirty (30) calendar days of the completion of such statements; and
- 9.2 provide Canada with a copy of any audit report (financial or otherwise) prepared by its auditors within thirty (30) calendar days of the release of such report.

10. DEFAULT

10.1 The following constitute events of default:

- 10.1.1 the Recipient fails to take all the necessary actions to maintain itself in good standing, to preserve its legal capacity, and to inform Canada without delay of any failure to do so;
- 10.1.2 in the opinion of Canada, the Recipient fails to perform or comply with any term, condition or obligation contained in this Agreement;
- 10.1.3 the Recipient has made materially false or misleading representations or statements, or provided materially false or misleading information to Canada on any matter related to this Agreement (the Recipient shall demonstrate good faith);
- 10.1.4 in the opinion of Canada, the Recipient fails to proceed in a diligent and professional manner with the implementation of the Initiative so as to jeopardize the success or outcome of the Initiative;
- 10.1.5 in the opinion of Canada, there is a material adverse change in the Recipient's ability to implement the Initiative as set out in Appendix A; or
- 10.1.6 the Recipient becomes insolvent or commits an act of bankruptcy, makes an assignment for the benefit of creditors or takes the benefit of any statute relating to bankrupt or insolvent debtors, goes into receivership or bankruptcy, ceases to carry on business, or is wound up or dissolved.

11. REMEDIES ON DEFAULT

- 11.1 If, in the opinion of Canada, an event of default occurs, Canada may, with prior notice to the Recipient and in addition to any other remedy provided by law or under this Agreement, exercise one or more of the following remedies:
 - 11.1.1 require that the Recipient take such reasonable action as may be necessary to remedy the event of default;
 - 11.1.2 alter the frequency and/or content of reporting to be provided by the Recipient under the terms of this Agreement and/or impose additional reporting requirements;
 - 11.1.3 suspend or reduce the payment of any amount payable under this Agreement, regardless of whether the amount is owing prior to, or after the date of such suspension or reduction;
 - 11.1.4 direct the Recipient to repay to Canada all or part of the funds paid under this Agreement, with interest calculated in accordance with the *Interest and Administrative Charges Regulations*, from the date of demand for repayment; or
 - 11.1.5 terminate this Agreement.

12. ASSETS

- 12.1 The Recipient shall report to Canada on Assets in accordance with the requirements of the Reporting Plan (Appendix C).
- 12.2 During the term of this Agreement, the Recipient shall use the Assets for the purpose of the Initiative and shall not, except with the prior written consent from Canada and in accordance with such terms and conditions as may be imposed by Canada,
 - 12.2.1 purchase any Assets valued over \$10,000;

- 12.2.2 change the use of any Assets or permit them to be used for activities that are not directly related to the Initiative;
 - 12.2.3 sell, exchange, transfer or dispose of any Assets. Any proceeds from any sales, exchanges, transfers or disposals made with the prior written consent of Canada must be used to further support the Initiative; or
 - 12.2.4 pledge, mortgage, or permit the creation of any security interest, claim or lien against the Assets.
- 12.3 Upon the expiration or termination of this Agreement, the Recipient shall provide an inventory of the Assets it has preserved and, if so directed by Canada, the Recipient shall:
- 12.3.1 sell the Assets, or any part of them, at fair market value;
 - 12.3.2 transfer the Assets or any part of them to another person or organization designated or approved by Canada; or
 - 12.3.3 dispose of the Assets or any part of them in such other manner as may be determined by Canada.
- 12.4 Canada may direct the Recipient to repay any proceeds realized from the sale, exchange, transfer, or disposal of Assets to offset Canada's contribution to Eligible Expenditures under this Agreement.

13. LIABILITY

- 13.1 Canada and its employees and agents shall not be held liable for any injury, including death, to any person, or for any loss or damage to property belonging to the Recipient or anyone else, or for any obligation of the Recipient incurred by the Recipient or its agents, employees, contractors or voluntary workers or any Ultimate Recipient in carrying out the Initiative, including where the Recipient has entered into loans, capital leases or other long-term obligations in relation to this Agreement.
- 13.2 The Recipient agrees to protect itself, through an appropriate policy of insurance, against any liability resulting from anything done or omitted to be done by the Recipient in carrying out the Initiative under this Agreement, for such coverage limits as a reasonably prudent party carrying out the same or similar activities might obtain.
- 13.3 The Recipient agrees to be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else, including those for the Canada or Quebec Pension Plans, Employment Insurance, the Worker's Compensation Board, or the Canada Revenue Agency.

14. INDEMNIFICATION

During and following the expiration of this Agreement, the Recipient shall indemnify and save harmless Canada and its employees and agents from and against all claims, losses, damages, costs, expenditures, including solicitor/client fees, administrative fees and disbursements, actions, and any other proceedings made, sustained, brought, prosecuted, threatened to be brought, or prosecuted in any manner based on, occasioned by, or attributable to any environmental effect, injury to or death of a person, or damage to or loss of property, arising directly or indirectly from any act, omission or delay on the part of the Recipient or its employees, servants, agents, or voluntary workers or any Ultimate Recipient in carrying out the Initiative, except that Canada shall not claim indemnification under this section to the extent that the injury, loss, or damage has been caused by Canada or its employees or agents.

15. LOBBYING

- 15.1 The Recipient warrants that the Recipient and any person lobbying on its behalf to obtain the funding that is the subject of this Agreement were, are, and shall continue to remain in compliance with the *Lobbying Act*.
- 15.2 The Recipient warrants that it has not and shall not, directly or indirectly, make any payment to any individual that is in whole or in part contingent upon the solicitation of funds, negotiating or signing of this Agreement.
- 15.3 The Recipient understands and acknowledges that lobbying activities, as described in subsection 5(1) of the *Lobbying Act*, are not Eligible Expenditures, and therefore, funding provided under this Agreement cannot be used to support any of the Recipient's lobbying activities.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Any Material created or developed by the Recipient, Ultimate Recipient, or other entity with whom the Recipient has collaborated with in carrying out its obligations under this Agreement shall vest in and remain the property of the Recipient, Ultimate Recipient, or other entity, unless otherwise agreed to by the Parties. The Recipient shall report to Canada what Materials, if any, have been created or developed under this Agreement and provide copies of such Materials to Canada if requested to do so.

16.2 Canada will review the list of Materials provided by the Recipient pursuant to section 16.1 for the purpose of determining if Canada wishes to seek permission to use any such Materials.

17. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

18. OTHER INTERESTS

While this Agreement is in effect, the Recipient shall not pursue other activities or interests that are in conflict with those funded under this Agreement.

19. CONFLICT OF INTEREST

The Recipient acknowledges that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2), the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Values and Ethics Code for Health Canada*, the *Values and Ethics Code for the Public Sector*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

20. ASSIGNMENT

The Recipient shall not assign this Agreement or any payment, right or obligation thereunder without the prior written consent of Canada. Any assignment made without that prior written consent is void and of no effect.

21. RELATIONSHIP OF THE PARTIES

Nothing contained in this Agreement creates or shall be construed to create a relationship of principal-agent, employer-employee, partnership, or joint venture between the Parties. The Recipient shall not represent itself (including in any agreement with a third-party) as the agent, employee or partner of Canada or in a manner that could lead a member of the public to believe that the Recipient is an agent, employee or partner of Canada.

22. SUCCESSORS

This Agreement binds the Parties and their respective successors and assigns.

23. GOVERNING LAWS

This Agreement shall be governed by, interpreted and enforced in accordance with the laws in force in **Ontario** and the laws of Canada applicable therein. The Parties further agree to attorn to the jurisdiction of the Courts of **Ontario**.

24. DISPUTE RESOLUTION

24.1 In the event of a dispute under this Agreement, the Parties, or their representatives, agree to meet promptly for the purposes of attempting, in good faith, to negotiate a settlement.

24.2 If the Parties are unable to settle the dispute by negotiation within ten (10) business days of such meeting or any other period agreed to, the Parties may agree to refer the dispute to mediation, based on terms agreed to by the Parties and reflected in a written agreement entered into on behalf of the Parties by their duly authorized representatives.

24.3 The ability of Canada to take action to terminate under this Agreement shall not be prejudiced by this section or any procedure flowing from it.

25. COMMUNICATIONS

25.1 Acknowledgment

The Recipient shall acknowledge Canada's support in all public communications Materials and products (including, but not limited to, information and advertising campaigns, invitations to participate in activities, printed/audio/visual electronic Materials, Web sites and exhibits) under this Agreement. Such acknowledgment shall be in a form satisfactory to Canada. The Recipient shall withdraw the acknowledgment upon the written request of Canada.

25.2 Disclaimer

The Recipient shall, unless otherwise directed by Canada, ensure that the following disclaimer appears on any Materials developed for public distribution under this Agreement: "The views expressed herein do not necessarily represent the views of Health Canada."

25.3 Prior notice and participation

The Recipient shall, where possible, give ten (10) business days' notice to Canada of a proposed public announcement or ceremony relating to the Initiative. Where Canada wishes to participate in such an announcement or ceremony, the Recipient shall, where possible, co-operate with Canada during such announcement or ceremony.

25.4 Language of communication

The Recipient shall carry out the Initiative and provide to the public oral and written communications related to the Initiative in both of Canada's official languages (English and French) unless otherwise stated in Appendix A. The Recipient shall ensure that these obligations are fulfilled by any Ultimate Recipient.

25.5 Language of Agreement

The Parties agree that this Agreement is drafted in English only.

26. AMENDING OR TERMINATING THE AGREEMENT

26.1 All amendments to this Agreement are to be made in writing and signed by both Parties except where minor budget adjustments are made in accordance with section 4.13.

26.2 This Agreement may be terminated, in writing, by mutual consent of the Parties.

26.3 Nothing in section 26.2 limits Canada's ability to terminate this Agreement pursuant to sections 4.11 or 11.

27. ENTIRE AGREEMENT

This Agreement, including its preamble and all appendices attached hereto sets forth the entire agreement between the Parties with respect to its subject-matter and supersedes and cancels all prior agreements, understandings, negotiations and discussions, both oral and written, between the Parties with respect to the Initiative.

28. OBLIGATIONS SURVIVING TERMINATION

All obligations of the Recipient shall expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.

29. REPRESENTATIVES OF THE PARTIES AND NOTICE

Communications, including reporting and any notice, demand, request or other communication, shall be in writing and sent to the coordinates below. Communications that are delivered in person shall be deemed to have been received upon delivery; communications transmitted by facsimile or by e-mail shall be deemed to have been received one (1) business day after having been sent; and communications that are sent by mail shall be deemed to have been received five (5) business days after being mailed.

Any Notice to Canada shall be addressed to:

**Tanya Laponsee
Senior Advisor, Program Delivery**

Substance Use and Addictions Program - Emergency Treatment Fund
150 Tunney's Pasture Driveway, Tunney's Pasture, Ottawa, Ontario, Mail Stop A/L 0302I
K1A 0K9
Email: tanya.laponsee@hc-sc.gc.ca
Telephone: 613-327-2741

Any notice to the Recipient shall be addressed to:

Craig Cooper
Director, Housing Stability Services
The City of London
300 Dufferin Avenue,
PO Box 5035
London, ON
N6A 4L9
Email: ccooper@london.ca
Telephone: 519-661-2489 x 5032

30. COUNTERPARTS

This Agreement may be signed in counterparts and each counterpart shall constitute an original document; these counterparts taken together shall constitute one and the same Agreement.

31. WAIVER

The fact that Canada refrains from exercising a remedy or right that it is entitled to exercise under this Agreement will not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a right conferred on Canada will not prevent it in any way from later exercising any other right or remedy under this Agreement or other applicable law, unless Canada waives such right in writing.

32. RESEARCH INVOLVING HUMANS

- 32.1 Prior to commencing any research project involving humans, the Recipient shall ensure that the research protocol is consistent with the principles set out in the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans* (hereinafter referred to as "TCPS") and is reviewed and approved by a research ethics board that complies with the TCPS or other similar entity that is established to approve research based on ethical standards (hereinafter collectively referred to as "Research Ethics Board").
- 32.2 The Recipient shall carry out the research project in accordance with the project research protocol reviewed and approved by the Research Ethics Board and comply with any conditions imposed by the Research Ethics Board.
- 32.3 The Recipient shall at minimum obtain annual review and approval by the Research Ethics Board until the research is complete and seek review and approval by the Research Ethics Board prior to making any amendment or modification to the approved research protocol.
- 32.4 The Recipient shall retain a record of each approval or approval of amendments given by the Research Ethics Board and provide a copy of those records to Canada upon request.

IN WITNESS WHEREOF, this Agreement is duly executed by authorized representatives of the Parties.

For the Recipient:



Signature of Authorized Representative

March 21, 2025

Date

Sandra Datars Bere

Print Name

City Manager

Print Title

The Corporation of the City of London

Print Organization's Name



Signature of Authorized Representative

March 21, 2025

Date

Kevin Dickins

Print Name

Deputy City Manager Social and Health Development

Print Title

The Corporation of the City of London

Print Organization's Name

For Canada:



Signature of Authorized Representative

3/21/25

Date

Kari Nisbet

Print Name

Director, SUAP

Print Title

Unclassified / Non classifié



APPENDIX A

OVERVIEW

INITIATIVE DESCRIPTION

The City of London project entitled "Reducing Substance Use Harms Through Basic Needs and Healthcare at 602 Queens "The Commons" will address health care related to overdose events, and basic needs among people who use substances and are experiencing homelessness. It will provide wraparound support to address the effects of the health and homelessness crisis on individuals experiencing homelessness in a supportive environment. Specifically, it will provide integrated health care planning, such as harm reduction education, overdose prevention support, access to harm reduction supplies, and access to overdose reversal medications such as naloxone. In addition, individuals will be provided with access to connections to wrap around substance use services and health and wellness services.

KEY ACTIVITIES AND DELIVERABLES/OUTPUTS

Fiscal Year 2025-26

Key Activities	Key Deliverables/Outputs
Provide Health care core functions for homeless	<ul style="list-style-type: none"> • Access to acute and primary care • Intentional connections to health and wellness services • Integrated health care planning including: <ul style="list-style-type: none"> • Harm reduction education • Overdose prevention support • Access to harm reduction supplies • Access to overdose reversal medications such as naloxone • Overdose response • Access to harm reduction supplies and equipment •
Basic Needs support for homeless	<ul style="list-style-type: none"> • Food and community • Showers • Laundry • Washrooms

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OUTCOMES

The Initiative will contribute to and report on the Substance Use and Addictions Program - Emergency Treatment Fund outcomes and performance indicators that are relevant to the Initiative.

The short-term outcomes for projects funded through the SUAP-Emergency Treatment Fund are:

1. To enable municipalities and Indigenous communities to increase access to and availability of substance use services; and,
2. To improve community capacity to address urgent needs associated with the overdose crisis.

The following performance indicators will be used to measure these outcomes.

SHORT-TERM QUANTITATIVE INDICATORS
of clients participating in SUAP-ETF-funded activities, including relevant demographic data. (by gender, language, age, location or priority population: Indigenous, 2SLGBTQIA+, Racialized people/ communities)
Additional quantitative indicators (if applicable)
<ul style="list-style-type: none"> • Number of individuals supported • Number of basic needs interventions

SHORT-TERM QUALITATIVE INDICATORS
Recipient Satisfaction: were you satisfied with SUAP-ETF program administration?
Program Benefit: was the SUAP-ETF helpful in addressing targeted issues?
Impact: what was the impact of the SUAP-ETF-funded project on the target population?
Additional qualitative indicators (if applicable)

PARTNERSHIPS

Name of Partner	Partner's Role
Regional HIV/AIDS Connection	Offering monthly HIV and Hep-C testing.
London InterCommunity Health Centre	Offering monthly HIV and Hep-C testing.
ACT Teams	Supporting individuals to access needed medications.

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Name of Partner	Partner's Role
H.O.M.E Program	Parked weekly to offer system navigation, ID support, and on-site health care.
Middlesex-London Health Unit	Facilitating connections to the My Care team for ongoing health care.
Middlesex London Ontario Health Team	Providing care through the Lower Limb Preservation Project.
Ontario Aboriginal HIV/AIDS Strategy (OAHAS)	Weekly drop-in connection for Indigenous participants where access to medicines, cultural support, and activities are available.
London Cares	Completing paperwork, crisis support, and system navigation in a safe space away from the elements.
Ontario Works	Helping with access to financial support and Ontario Works applications.
Ontario Health at Home	On-site PSW care when approved and access to additional supports through care coordination.

TARGET GROUP

The project will serve individuals who are sleeping unsheltered in London, Ontario experiencing concurrent mental disorders (schizophrenia, bipolar, substance use disorder, etc.) with complex multimorbidity, including chronic health challenges (diabetes, HIV, HEP C, etc.) combined with long-term homelessness (precariously housed/sheltered) and poverty, often experiencing multiple unmet basic needs (Social Determinants of Health; social isolation, food insecurity, etc.).

OFFICIAL LANGUAGES

The initiative target population is composed of individuals mainly using English as their official language. Individuals who require French-language services will be provided with translation support and will be referred to French-language service providers to meet their health and housing needs.

DIVERSE POPULATIONS (SEX- AND GENDER-BASED ANALYSIS PLUS¹)

Health Canada is committed to funding initiatives that promote diversity and inclusion.

The City of London acknowledges the importance of integrating the GBA+ framework into the development, implementation, and evaluation of this program

¹ **Sex- and Gender-Based Analysis Plus (SGBA Plus)** is an intersectional approach to assess how factors such as sex, gender, age, race, ethnicity, socioeconomic status, disability, sexual orientation, cultural background, migration status, and geographic location interact and intersect with each other and broader systems of power.

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and will take a gender-specific as well as transformative approach to better understand and meet the unique sex-related, gender-related, race-related and experiential needs of the program's target populations. The City of London recognizes that women and individuals who use drugs experience intersecting barriers, including poverty, homelessness, pregnancy or parenting, racialized, or impacts of colonialism and encounter unique risks and harms associated with unsheltered homelessness.

1. The Health & Homelessness Whole of Community Response, in which this project is rooted, will consult a diverse group of people with lived experience, including women, people who use drugs, people experiencing homelessness and those impacted by colonialism to inform project activities. This is done through the establishment of a lived experience advisory council.

2. In response to the unique needs related to sex and gender, race, and lived experience, there are increasing numbers of women-specific, financial empowerment, cultural and harm reduction programs. The City of London has a Trans Health program and many women's groups. There are also community organizations that provide population-specific programs and services. Community agencies offer tax clinics to provide income support and harm reduction equipment to community members. During this project, stakeholders will assess the target populations' access to services and how this may differ according to sex, gender, race and lived experience. This will inform how the program evolves and prioritizes opportunities for improvement.

DECLARATION AND ACKNOWLEDGEMENT

During the term of this Agreement, The City of London:

1. Agrees to ensure that the Initiative is delivered in a safe, secure and respectful environment, and that their staff, management and board members have the tools and training to ensure that this occurs;
2. Agrees to not restrict access to programs or services, or employment, or otherwise discriminate without justification on the basis of personal characteristics including race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability and conviction for an offence for which a pardon has been granted or in respect of which a record suspension has been ordered;
3. Agrees to not advocate intolerance, discrimination, or prejudice;
4. Agrees to have in place, or will have in place within six (6) months of the Agreement start date, and maintain in place for the entire term of the Agreement, policies and procedures to prevent, investigate and respond, as required, to misconduct and wrongdoing, including harassment, abuse, and discrimination;
5. Agrees to investigate and respond to incidents of misconduct and wrongdoing, including harassment, abuse and discrimination, in accordance with its policies and procedures;
6. Agrees to refer to the appropriate authorities and specialists if the Recipient determines it does not have the capacity or training to

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- adequately address an incident of misconduct and wrongdoing, including harassment, abuse or discrimination;
7. Acknowledges that they have not, do not, and will not engage in activities that contravene relevant federal legislation, including the *Controlled Drugs and Substances Act*, or that contravene applicable provincial or territorial legislation or municipal bylaws, whether in the context of the proposed initiative for which Substance Use and Addictions Program - Emergency Treatment Fund funding is sought, or in the context of any other organizational activities; and
 8. Agrees that Canada reserves the right to monitor adherence to this *Declaration and Acknowledgment*, in the context of this Initiative, or in the context of any other The City of London activities. Not adhering to this *Declaration and Acknowledgment* constitutes an act of default under section 10 of this Agreement.



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Budget by Fiscal Year (April 1 to March 31)

Arrangement Number: 2526-HQ-000038

Recipient Name: The City of London

BUDGET EXPENDITURE CATEGORIES	2025-2026			TOTAL BUDGET
	HC	Other Sources - Cash	Other Sources - In-kind	
Personnel Salaries & Benefits				\$0
Contractual Services	\$216,662			\$216,662
Travel & Accommodations	\$25,000			\$25,000
Materials & Supplies	\$23,800			\$23,800
Equipment	\$92,000			\$92,000
Rent & Utilities	\$54,000			\$54,000
Performance Measurement & Evaluation (PME)	\$7,200			\$7,200
Additional Costs: Elder Honoraria	\$5,000			\$5,000
Additional Costs: Audit/Bookkeeping	\$3,000			\$3,000
Additional Costs: Insurance	\$4,500			\$4,500
Additional Costs: Cleaning	\$3,000			\$3,000
Additional Costs: Admin	\$5,288			\$5,288
Additional Costs: Self care	\$1,500			\$1,500
Additional Costs: Health & Safety	\$2,100			\$2,100
Additional Costs: Professional Development	\$1,200			\$1,200
TOTAL	\$444,250	\$0	\$0	\$444,250
COMMENTS:				



APPENDIX C – ANNUAL REPORTING PLAN

The tables below provide a detailed list of all reports required for the duration of your agreement, and their due dates.

A Fiscal Year (FY) is a twelve-month period, beginning April 1 and ending March 31 of the following calendar year.

The maximum reporting frequency is 4 times per Fiscal Year and it can be enforced at any time during the course of the Agreement when communicated in writing by your Health Canada Representative prior to March 31 of a particular Fiscal Year.

Please use the report templates provided by Health Canada unless otherwise indicated.

TABLE 1. Reports due at Agreement set-up

Due Date	Report Required
Upon signing of the Agreement	<ul style="list-style-type: none"> Recipient Signing Authorities Form
30 days after Agreement signature	<ul style="list-style-type: none"> Annual Plan (for full duration of initial fiscal year) Appendix D (Cashflow Forecast for initial fiscal year)
30 days after Agreement signature	<ul style="list-style-type: none"> Performance Measurement and Evaluation Plan

TABLE 2. Reports due each fiscal year of the Agreement

Due Date	Report Required
If changes occur anytime during the year	<ul style="list-style-type: none"> Recipient Signing Authorities Form
April 30	<p>To reflect reporting period from April to March of previous fiscal year:</p> <ul style="list-style-type: none"> Appendix D (Record of Expenditures) <p>To reflect full duration of previous fiscal year:</p> <ul style="list-style-type: none"> Declaration of Revenues and Expenditures (includes Proceeds or Income and/or Other Sources of Funds) <p>To reflect full duration of current fiscal year – starting in the 2nd fiscal year:</p> <ul style="list-style-type: none"> Annual Plan Appendix D (Cashflow Forecast)
September 30	<ul style="list-style-type: none"> Declaration of Progress
March 1	<ul style="list-style-type: none"> Declaration of Underspending
Within 30 calendar days of completion or release	<ul style="list-style-type: none"> Annual Financial Statements (recipient's template) Audit Reports (financial or otherwise, recipient's template)

TABLE 3. Reports due at Agreement expiration or termination

Due Date	Report Required
Within 60 days for standard agreement (or 90 days for agreements that further distribute funds) following expiration or termination of Agreement	<p>To reflect reporting period from April to March of previous fiscal year:</p> <ul style="list-style-type: none"> Appendix D (Record of Expenditures) <p>To reflect full duration of agreement:</p> <ul style="list-style-type: none"> Declaration of Revenues and Expenditures (includes Proceeds or Income and/or Other Sources of Funds) Declaration of Assets Acquired Final Evaluation Report

CASH FLOW FORECAST AND RECORD OF EXPENDITURES

Period: Annual

Part 1
Arrangement Number:

Initiative Title:

Initiative Title:
Reducing Substance Use Harms Through Basic Needs and

Organization Name: The City of London

Health Canada Program Name:

Fiscal Year:

Part 2

Budget Items	Period mm/dd/yyyy - mm/dd/yyyy					Baseline Approved Budget	Total Forecasted Expenses	Variance % between Baseline & Forecasted Expenses	Total Actual Expenses	Total Funding Remaining	Variance % between Baseline & Actual Expenses
	Forecast	Actual	Difference								
			\$	%							
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Budget Item "Other Costs", Please Specify:

[illegible]

Part 3 (Optional)

[illegible]

Part 4

	20XX-XX	20XX-XX	20XX-XX	20XX-XX	20XX-XX	Total
Annual Forecast	\$0	\$0	\$0	\$0	\$0	\$0
Annual Actual	\$0	\$0	\$0	\$0	\$0	\$0

Part 5
AUTHORIZED SIGNATURE

I certify that the amounts indicated accurately reflect the initiative forecasts and expenditures for the period specified and that Health Canada may at any time request supporting documents for audit purposes.

HEALTH CANADA

I certify that I have reviewed and verified the amounts indicated herein.

Authorized Signature

Print Name _____

Date _____

Print Name _____

Date _____