

Bill No. 91  
2016

By-law No. A.-\_\_\_\_\_

A By-law to approve the Funding Agreement with Her Majesty the Queen in Right of Canada, as represented by the Federal Minister of Employment and Social Development Canada under the Homelessness Partnering Strategy; the Employment and Social Development Canada Data Provision Agreement; the Data Sharing Agreement with the Canadian Alliance to End Homelessness; and, to authorize the Mayor and City Clerk to execute these Agreements.

WHEREAS section 2 of the *Municipal Act, 2001*, S.O. 2001, c.25, as amended, provides that municipalities are created by the Province of Ontario to be responsible and accountable governments with respect to matters within their jurisdiction and each municipality is given powers and duties under this Act and many other Acts for the purpose of providing good government with respect to those matters;

AND WHEREAS section 3.1 of the *Municipal Act, 2001* states that the Province acknowledges that a municipality has the authority to enter into agreements with the Crown in right of Canada with respect to matters within the municipality's jurisdiction;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The amended Funding Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Canada, as represented by the Federal Minister of Employment and Social Development Canada, for funding under the Homelessness Partnering Strategy, attached as Appendix A, is approved;
2. The Data Provision Agreement between The Corporation of the City of London and Her Majesty the Queen in Right of Canada as represented by the Federal Minister of Employment and Social Development Canada, attached as Appendix B, subject to an Information Security Review to the satisfaction of the Director, Information and Technology Services, is approved;
3. The Data Sharing Agreement between The Corporation of the City of London and the Canadian Alliance to End Homelessness, attached as Appendix C, subject to an Information Security Review to the satisfaction of the Director, Technology Services, is approved;
4. The Managing Director of Neighbourhood, Children and Fire Services, or designate, is delegated authority to undertake all the administrative acts that are necessary in connection with the Funding Agreement; Data Provision Agreement; and, Data Sharing Agreement approved under section 1, 2 and 3 above; and,

5. The Mayor and City Clerk are authorized to execute the Funding Agreement; the Data Provision Agreement; and, the Data Sharing Agreement approved under section 1, 2 and 3 above.

This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on March 1, 2016.

Matt Brown  
Mayor

Catharine Saunders  
City Clerk

First reading – March 1, 2016  
Second reading - March 1, 2016  
Third reading – March 1, 2016



<b>Project #:</b> <b>012676821</b> <b>Amendment #1</b>
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**Homelessness Partnering Strategy**

**Community Entity**

**Designated Communities**

**FUNDING AGREEMENT**

**BETWEEN**

**Her Majesty the Queen in Right of Canada (hereinafter  
referred to as "Canada"), as represented by the Minister  
of Employment and Social Development Canada AND**

**The Corporation of the City of London  
(hereinafter referred to as "the Recipient")**

**Hereinafter collectively referred to as "the Parties"**

**Articles of Agreement**

Whereas Canada has established the Homelessness Partnering Strategy (hereinafter referred to as "the Program") to support projects aimed at reducing homelessness, primarily through the Housing First approach, and includes projects aimed at preventing individuals and families at imminent risk from becoming homeless;

Whereas the Recipient has applied to Canada for funding to carry out the project described in Schedule A;

Whereas Canada has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas Canada has agreed to make a contribution to the Recipient towards the costs of the Project;

Now, therefore, Canada and the Recipient agree as follows:

**1.0 AGREEMENT**

1.1 The following documents, and any amendments thereto, constitute the entire agreement between the Recipient and Canada with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement;
- (b) Schedule A - entitled "Project Description";
- (c) Schedule B - entitled "Financial Provisions"; and
- (d) Schedule C - entitled "Additional Provisions".

**2.0 INTERPRETATION**

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

**"Eligible Expenditures"** means the expenditures which are listed in the Project Budget in Schedule B, and in compliance with the Conditions Governing the Eligibility of Expenditures set out in Schedule B;

**"Fiscal Year"** means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

**"Project"** means the project described in Schedule A;

**"Project Period"** means the period beginning on the Project Start Date specified in Schedule A and ending on the Project End Date specified in Schedule A; and

**"Working Day"** means Monday through Friday except statutory holidays

**3.0 EFFECTIVE DATE AND DURATION**

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Recipient shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

**4.0 PURPOSE OF THE CONTRIBUTION**

4.1 The purpose of Canada's funding is to enable the Recipient to carry out the Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.



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**5.0 CANADA'S CONTRIBUTION**

5.1 Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of Canada's contribution shall not exceed the total maximum amount specified in section 1.1 of Schedule B.

5.2 Where the Project Period covers more than one Fiscal Year, the amount payable by Canada on account of its contribution in each Fiscal Year of the Project Period shall not exceed the amount shown in section 1.2 of Schedule B for that Fiscal Year.

**6.0 APPROPRIATION**

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

**7.0 REDUCTION OR TERMINATION OF FUNDING**

7.1 If

- (a) the Program named in this Agreement is cancelled,
- (b) the level of funding for the Program named in this Agreement for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (c) Parliament reduces the overall level of funding for the programs of the Department of Employment and Social Development for any Fiscal Year in which payment is to be made under the Agreement,

Canada may, upon not less than ninety (90) days notice, reduce its funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, Canada gives notice of its intention to reduce its funding, and where, as a result of the reduction in funding, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify Canada of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Canada, terminate the Agreement.

**8.0 RECIPIENT DECLARATIONS**

8.1 The Recipient

- (a) declares that it has provided Canada with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program named in this Agreement,
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its application for funding, and
- (c) recognizes that Canada may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement.

8.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)], as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned act applies, has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

**9.0 PROJECT RECORDS**

9.1 The Recipient shall

- (a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from Canada and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project referred to in the Project Budget in Schedule B,
- (b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and
- (c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

9.2 The Recipient shall retain the books and records referred to in section 9.1 for a period of six (6) years following the Project Period.

**10.0 CANADA'S RIGHT TO AUDIT**

10.1 During the Project Period and for a period of six (6) years thereafter, the Recipient shall, upon request, grant representatives of Canada access to the books and records referred to in section 9.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient shall permit Canada's representative(s) to take copies and extracts from such accounts and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.



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**11.0 FINANCIAL AND ACTIVITY MONITORING**

11.1 During the Project Period, the Recipient shall grant representatives of Canada reasonable access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records referred to in section 9.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Project. The Recipient shall also, upon request, provide representatives of Canada with copies and extracts from such books and records.

**12.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA**

12.1 If, during the Project Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

**13.0 FINAL REPORT**

13.1 Unless the Recipient is required under a schedule to this Agreement to provide another, more specific, final report outlining the results of the Project, the Recipient shall provide Canada with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as Canada may specify in writing to the Recipient. The Recipient shall provide Canada with the final report within sixty (60) days following the Project Period.

**14.0 EVALUATION**

14.1 The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this agreement that Canada may carry out during the Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Recipient agrees to:

- (a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and
- (b) subject to section 14.2, provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.

14.2 The Recipient shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 14.1(b) only if the person has given their written consent to the release of the information to Canada. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to Canada, the Recipient shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

**15.0 CONTRACTING PROCEDURES**

*Contracting*

15.1 (1) Subject to subsection (2), the Recipient shall use a fair and accountable process, involving soliciting a minimum of three bids or proposals, when procuring goods and services from contractors in relation to the Project. The Recipient shall select the bid or proposal offering the best value at the lowest cost.

(2) The requirement under subsection (1) shall apply, unless otherwise authorized in writing by Canada, to all goods or services contracts valued at \$25,000 or more (including taxes and duties). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.

*Restrictions Regarding Non Arms-Length Contracts*

15.2 (1) Unless otherwise authorized in writing by Canada, all goods or services contracts, regardless of their value, entered into in relation to the Project between the Recipient and

- (a) an officer, director or employee of the Recipient,
- (b) a member of the immediate family of an officer, director or employee of the Recipient,
- (c) a business in which an officer, director or employee of the Recipient, or a member of their immediate family, has a financial interest, or
- (d) a business which is related to, or associated or affiliated with, the Recipient,

require the prior written approval of Canada. In any such contract, the Recipient shall ensure that Canada has a right of access to the relevant records of the supplying entity for the purpose of verifying, if necessary, the amount of the expenditure claimed by the Recipient in relation to a contract referred to in this subsection.

(2) In this section, "immediate family" means the father, mother, step-father, step-mother, brother, sister, spouse (including common law partner), child (including child of common law partner), step-child, ward, father in law, mother in law or relative permanently residing in the household of the officer, director or employee.

*Restrictions Regarding Sub-contracting of Recipient Duties or Responsibilities*

15.3 The Recipient shall not subcontract the performance of any of its duties or responsibilities in managing the Project to another party without the prior written consent of Canada unless the Recipient has already indicated in the approved Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or responsibilities.



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**16.0 TERMINATION OF AGREEMENT**

*Termination for Default*

16.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of the statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- (b) the Recipient ceases to operate;
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada; or
- (e) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Schedule A.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or
- (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period,

Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Recipient.

(3) In the event Canada gives the Recipient written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.

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

*Termination for Convenience*

16.2 Canada may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.

*Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs*

16.3 In the event of a termination notice being given by Canada under section 7.1 or 16.2,

- (a) the Recipient shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by Canada, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

16.4 The Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 16.3 in the event of a termination of this Agreement.

**17.0 INDEMNIFICATION**

17.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.



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**18.0 INSURANCE**

18.1 The Recipient shall arrange and maintain, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

**19.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA**

19.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The parties hereto declare that nothing in this agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

19.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in Schedule B. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

**20.0 CONFLICT OF INTEREST**

20.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s. 2], the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

20.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

**21.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION**

21.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. During this 60 day period, the Recipient shall not make any public announcements of funding, deferring all questions to Canada. After the expiry of the 60 day period, the Recipient may begin its own communication activities for the Project.

21.2 The Recipient shall notify Canada twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. Canada reserves the right to approve the time, place and agenda of the ceremony.

21.3 The Recipient shall notify Canada fifteen (15) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project.

21.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project

21.5 The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.

21.6 The Recipient shall cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Project.

**22.0 ACCESS TO INFORMATION**

22.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter A-1], and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

**23.0 PROACTIVE DISCLOSURE**

23.1 The Recipient acknowledges that the name of the Recipient, the amount of the contributions and the general nature of the Project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

**24.0 DISPOSITION OF CAPITAL ASSETS**

24.1 During the Project Period, the Recipient shall preserve any capital asset purchased by the Recipient with funding provided under this Agreement and shall not dispose of it unless Canada authorizes its disposition.

24.2 At the end of the Project Period, or upon termination of this Agreement, if earlier, Canada reserves the right to direct the Recipient to dispose of any capital asset purchased by the Recipient with funding provided under this Agreement by:

- (a) selling it at fair market value and applying the funds realised from such sale to offset Canada's contribution to the Eligible Expenditures;
- (b) turning it over to another organization or to an individual designated or approved by Canada; or
- (c) disposing of it in such other manner as may be determined by Canada.

24.3 Where Canada elects to exercise its right under section 24.2, the Recipient agrees to comply with the related direction provided by Canada.

24.4 For the purposes of section 24.0, "capital asset" means any single item, or a collection of items which form one identifiable functional unit, that:

- (a) is not physically incorporated into another product or not fully consumed by the end of the Project, and



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- (b) has a purchase or lease value of more than \$1,000 (before taxes),

but does not include land or buildings purchased or leased by the Recipient in connection with the implementation of the Project.

**25.0 INTELLECTUAL PROPERTY**

25.1 Where in the course of carrying out the Project, the Recipient produces any work using funds provided by Canada, the copyright in the work shall vest in the Recipient. However, the Recipient hereby grants to Canada a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Recipient, any such work which is produced by the Recipient.

25.2 The license granted under section 25.1 shall be for the duration of the copyright and shall include:

- (a) the right to sub-license the use of the work to any contractor engaged by Canada solely for the purpose of performing contracts with Canada; and
- (b) the right to distribute the work outside the Department of Employment and Social Development as long as the distribution does not undermine any commercial use of the work intended by the Recipient.

25.3 The Recipient agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the license granted under section 25.1.

25.4 Additionally, with respect to any work licensed under section 25.1, the Recipient:

- (a) warrants that the work shall not infringe on the copyrights of others;
- (b) agrees to indemnify and save harmless Canada from all costs, expenses and damages arising from any breach of any such warranty; and
- (c) shall include an acknowledgment, in a manner satisfactory to Canada, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Recipient as being solely responsible for the content of such work.

25.5 The Recipient shall include in the final report for the Project, which the Recipient is required to submit to Canada under the terms of this Agreement, a copy of any work licensed under section 25.1.

**26.0 NOTICES**

26.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown in Schedule A. If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

26.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

**27.0 DISPUTE RESOLUTION**

27.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

**28.0 ASSIGNMENT OF THE AGREEMENT**

28.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

**29.0 SUCCESSORS AND ASSIGNS**

29.1 This Agreement is binding upon the parties and their respective successors and assigns.

**30.0 COMPLIANCE WITH LAWS**

30.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

**31.0 APPLICABLE LAW**

31.1 This Agreement shall be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.

**32.0 AMENDMENT**

32.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by the parties.

**33.0 UNINCORPORATED ASSOCIATION**

33.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative





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capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to Canada under this Agreement.

**34.0 COUNTERPARTS**

34.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.



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**SIGNATURES**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

**For the Recipient, by the following authorized officer(s):**

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

And signed this \_\_\_\_\_ day of \_\_\_\_\_ , \_\_\_\_\_

**For Canada, by the following authorized officer:**

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)



**SCHEDULE A**

**PROJECT DESCRIPTION**

<b>NAME OF RECIPIENT:</b> The Corporation of the City of London	
<b>PROJECT TITLE:</b> HPS 2014-2019	
<b>Recipient</b>	<b>Canada</b>
<b>Complete Mailing Address:</b>	<b>Complete Mailing Address:</b>
The Corporation of the City of London 151 Dundas Street PO Box 5045 London, Ontario N6A 4L6	Service Canada, Ontario Region 25 St. Clair Avenue East, Suite 301 Toronto, Ontario M4T 3A4
<b>Primary Contact</b> Jan Richardson	<b>Primary Contact</b> Mara Fortino
<b>Telephone Number</b> 519-661-2500-5228	<b>Telephone Number</b> 289-391-2029
<b>Fax Number</b> 519-661-4815	<b>Fax Number</b>
<b>Email Address</b> jrichardson@london.ca	<b>Email Address</b> mara.fortino@servicecanada.gc.ca
<b>Secondary Contact</b>	<b>Secondary Contact</b>
<b>Telephone Number</b>	<b>Telephone Number</b>
<b>Fax Number</b>	<b>Fax Number</b>
<b>Email Address</b>	<b>Email Address</b>

<b>Project Start Date</b>	<b>Project End Date</b>	Total Number of Participants: (If applicable) N/A
yyyy-mm-dd 2014-04-01	yyyy-mm-dd 2019-03-31	

**Project Description**

**Objectives**

For the duration of April 01, 2014 to March 31, 2019, the City of London as the Community Entity (CE) will administer HPS – Designated Communities funding, thereby responding to the Community Plan priorities of the people who are homeless or at imminent risk of homelessness in London.

Amendment 1 is to amend funding in the agreement to support participation in the 2016 HPS Coordinated Point-in-Time (PiT) Count. Funding is increased from \$2,566,070 to \$2,621,034. A PiT work plan is attached to the agreement specifying the activities necessary for the PiT count, and the deliverables to be provided to the HPS.

HPS funds will be used to fund projects, based on Community Plan priorities, eligible under the terms and conditions and related policies and directives of the HPS and recommendations from the CAB.

**Activities**

The City of London will administer the HPS Designated Communities funding as the CE for London. This will include the following activities which will be monitored against milestones in the Work Plan:

The CE is responsible for implementing strategies to address Community Plan priorities, as well as providing a leadership role in the local implementation of Housing First. The CE will engage the community stakeholders and funding partners to actively work together to prevent and reduce homelessness. The CE will identify funding other than the HPS from partners to meet the community contribution matching requirement.

The CE is responsible for providing support and guidance to the CAB regarding program delivery and administration and assisting to establish the terms of reference for the project selection and recommendation processes. The CE will implement selection processes and solicit and confirm eligibility criteria of sub-project proposals in an open, impartial and fair manner. The CE will assess, approve and enter into funding agreements with sub-agreement holders recommended by the CAB that meet the Community Plan priorities and terms and conditions of the HPS and related policies and directives including eligible activities under the following activity areas: Housing First; Support Services; Capital Investments; Coordination of Resources and Leveraging; and Data Collection and Use.

The CE is responsible for the management of sub-project funding agreements, including financial and activity monitoring of sub-projects to ensure compliance with sub-agreements, and monitoring sub-projects for achievement of expected results. The CE will inform the CAB about the status of sub-projects (including results) and other activities related to the prevention and reduction of homelessness in the community. The CE will report on its activities, including the management of sub-agreements and investment targets, to Canada in accordance with the reporting requirements described in the HPS funding agreement, as well as any additional reporting as required by the HPS.

The CE will ensure the participation and representation of Aboriginal organizations in the planning and implementation of the Community Plan priorities.

The CE will conduct a point-in-time count by the end of April of 2016 in accordance with the HPS “2016 PiT Count Work Plan”.

**Expected Results**

**Outputs:**

By March 31, 2019, the City of London as the CE will fully invest the HPS – Designated Communities funding to address priorities identified in the Community Plan.

The City of London will ensure implementation of the Community Plan as established by the CAB and approved by Canada.

HPS funding will be matched with local community funding partners in the implementation of the Community Plan.

**Outcomes:**



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Increased investments in Housing First activities to house chronically and episodically homeless population which will be identified and reported on annually in the Community Plan update.

London as a designated community with an allocation greater than \$200K is required to invest a minimum of 40% of their HPS contribution towards Housing First activities annually starting April 1, 2016.

Reduction in the number of homeless individuals and families using emergency shelters, moving them into stable living environments with access to the services and supports leading to increased self-sufficiency, and the prevention of returning to homelessness.

Creation and maintenance of partnerships to improve services and facilities for homeless individuals and families.

Best use of investments toward alleviating homelessness based on an inclusive decision making process.

Specific performance indicators will be included in the Community Plan, which will form part of the funding agreement. Targets will be established by the CAB, in consultation with community stakeholders, based on baseline data that will also be established in the Community Plan. Achievement of project objectives will be reviewed periodically and continuation of funding is subject to demonstrated progress against established targets.

Signatures		
RECIPIENT	RECIPIENT	CANADA
DATE	DATE	DATE



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**SCHEDULE B**  
**FINANCIAL PROVISIONS**

<b>LEGAL NAME OF RECIPIENT:</b> The Corporation of the City of London
<b>PROJECT TITLE:</b> HPS 2014-2019

**1.0 MAXIMUM CONTRIBUTION OF CANADA**

1.1 The total maximum amount of Canada's contribution towards the Eligible Expenditures of the Project is: \$2,621,034.

1.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:

- \$513,214 in Fiscal Year 2014/2015
- \$568,178 in Fiscal Year 2015/2016
- \$513,214 in Fiscal Year 2016/2017
- \$513,214 in Fiscal Year 2017/2018
- \$513,214 in Fiscal Year 2018/2019

**2.0 INTEREST EARNED ON CONTRIBUTION**

2.1 If, under section 8.0 of this Schedule, Canada has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars (\$100), such interest is deemed to be part payment of Canada's contribution and will be taken into account in the calculation of the final payment by Canada, or repayment by the Recipient, as may be appropriate in the circumstances.

**3.0 REPAYMENT REQUIREMENTS**

3.1 In the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include

- (a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
- (b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

3.2 Interest shall be charged on overdue repayments owing under section 3.1 in accordance with the Interest and Administrative Charges Regulations (SOR/96-188) (the "Regulations") made pursuant to the Financial Administration Act (R.S.C., 1985, c. F-11). Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

3.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 3.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Recipient to Canada in accordance with the Regulations.

**4.0 OTHER SOURCES OF FUNDING**

4.1 The Recipient declares that the funding received from Canada under this Agreement is the sole source of funding for the Project.

4.2 The Recipient agrees to inform Canada promptly in writing of any change to the declaration made under section 4.1.

4.3 The Recipient agrees that where there is a change to the declaration made in section 4.1, Canada may, in its discretion, reduce the amount of its maximum contribution to the Project by such amount, not exceeding the amount of the change in assistance received, that it considers appropriate.

4.4 If the amount of Canada's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.3, the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to Canada in accordance with section 3.0 of this Schedule (Repayment Requirements).

4.5 Upon completion of the Project, and if the amount set out in section 1.1 is in excess of \$100,000, the Recipient agrees to provide Canada with a statement identifying the total funding provided from all sources for the Project, including total funding received for the Project from federal, provincial/territorial and municipal governments.

**5.0 PROJECT BUDGET**

5.1 The following is the Project Budget:



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COST CATEGORIES	ESDC	OTHER SOURCES		TOTAL
		CASH	IN-KIND	
1. Administrative Costs				
a. Administrative costs				
b. Sub-projects Administrative Costs				
<b>2. Capital Costs</b>	<b>\$0.00</b>			
a. Facilities				
b. Capital assets				
<b>3. Direct Costs</b>	<b>\$2621034.00</b>			
a. Staff wages *	\$256,607.00			
b. Participant costs				
c. Project costs				
d. Partnership development				
e. Child care costs				
f. Sub-projects Project Costs *	\$2,364,427.00			
<b>TOTAL</b>	<b>\$2621034.00</b>			<b>\$2,621,034.00</b>

**Budget notes:**

"Administrative Costs" means any expenditure incurred by the Recipient in the course of its regular or ongoing operations that, though indirectly related to the Project, enable the Recipient to manage the Project successfully;

"Sub-Project Administrative Costs" means any expenditure incurred by a Third Party in the course of its regular or ongoing operations that, though indirectly related to the Sub-Project, enable the Third Party to manage the Sub-Project successfully;

"Facilities" means any expenditure incurred by the Recipient, in direct relation to a Project activity, towards the purchase of land or a building, construction or renovation of a building, or accomplishing any pre-development activities leading up to any of the latter ends;

"Capital Assets" means any expenditure incurred by the Recipient towards the purchase or leasing-to-own of materials subject to the provisions of section 24.0 of the Articles of Agreement;

"Staff Wages" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy) paid by the Recipient to, or on behalf of, an employee of the Recipient working directly on the Project;

"Participant Costs" means any wages, mandatory employment related costs (as required by law) or benefits (as required by a collective agreement or company policy), and any support payments (for travel, emergencies, disability, living expenses, dependent care, materials, etc.), tuition fees, or program participation or completion bonuses paid by the Recipient to, or on behalf of, Project Participants;

"Project Costs" means any expenditure incurred by the Recipient in direct relation to the Project activities that is not covered by any other cost category in the Project Budget;

"Partnership Development" means any expenditure incurred by the Recipient towards the development or maintenance of partnerships that support or contribute materially to the goals of the Project;

"Child Care Costs" means any expenditure incurred by the Recipient in support of child care service offerings to aboriginal persons that are adapted the particular needs of this clientele; and

"Sub-Project Project Costs" means any expenditure incurred by a Third Party in respect of a Sub-Project that does not meet the definition of expenditures included in the Sub-Project Administrative Costs cost category.

**6.0 BUDGET FLEXIBILITY**

6.1 The Recipient may, except in cases specified in section 6.2, make adjustments to its allocation of funds between any of the cost categories identified in the Project Budget without having to obtain Canada's approval, provided the adjustments do not result in an increase in Canada's maximum contribution set out in section 1.1. However, where the Recipient makes an adjustment allowed by this section, it shall notify Canada promptly in writing of the adjustment.

6.2 The Recipient must obtain Canada's written approval prior to making an adjustment to the Project Budget that increases or decreases the subtotal amount budgeted for:

- (i) any cost category identified with an asterisk (\*) by any amount, or
- (ii) any other cost category by more than 10%;

6.3 Depending upon the extent and significance of the adjustments, written approval by Canada of adjustments made under section 6.2 may be required by Canada to be documented by way of a formal amending agreement signed by both parties.

**7.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES**



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7.1 The expenditures set out in the Project Budget above are subject to the following conditions:

- (a) expenditures must, subject to section 7.2, be incurred during the Project Period;
- (b) expenditures must, in the opinion of Canada, be reasonable;
- (c) the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the National Joint Council of Canada's Travel Directive is not eligible for reimbursement;
- (d) the portion of hospitality costs that exceed the rates set out in the Directive on Travel, Hospitality, Conference and Event Expenditures, Appendix 2 of Canada's Treasury Board is not eligible for reimbursement;
- (e) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement is not eligible for reimbursement;
- (f) depreciation of capital assets is not eligible for reimbursement.;
- (g) fines and penalties are not eligible for reimbursement;
- (h) the cost of alcoholic beverages are not eligible for reimbursement;
- (i) costs associated with software development and/or the purchase of hardware for the collection and/or management of homelessness data that results in an inability to participate in the National Homelessness Information System initiative (NHIS); and that constitutes a redundant use of funds and duplicates activities already offered through the Homeless Individuals and Families Information System (HIFIS) software are not eligible for reimbursement.

7.2 If, under the terms of this Agreement, the Recipient is required to provide to Canada an audited annual financial report at the end of the Project Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Project Period.

## 8.0 TERMS OF PAYMENT

8.1 Subject to section 8.2, Canada will make payments of its contribution by way of advances. Each payment shall cover a quarterly period (hereinafter referred to as the "Payment Period") during the Project Period.

8.2 (1) Subject to subsection (2), Canada may, at any time and in its sole discretion,

- (a) change the basis of payments of its contribution to the Recipient to progress payments for any period during the Project Period, or
- (b) change the Payment Period to a monthly period, or
- (c) change both (a) and (b).

(2) Where Canada decides to make a payment change pursuant to subsection (1), Canada shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

(3) For the purposes of this Schedule,

**"progress payments"** means payments to reimburse the Recipient for Eligible Expenditures after they have been incurred,

**"monthly period"** means a calendar month that falls within the Project Period or, if the calendar month falls only partially within the Project Period, such portion thereof, and

**"quarterly period"**, in relation to a series of consecutive three-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by Canada for purposes of administering this agreement, means such a quarter that falls within the Project Period or, if the quarter falls only partially within the Project Period, such portion thereof.

8.3 (1) Where Canada makes payments of its contribution to the Recipient by way of advances,

- (a) each advance shall cover the Recipient's estimated financial requirements for each Payment Period. Such estimate shall be based upon a cash flow forecast that, in the opinion of Canada, is reliable and up-to-date; and
- (b) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, Canada reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) Where Canada makes payments of its contribution to the Recipient by way of progress payments, each progress payment shall cover the Recipient's actual Eligible Expenditures incurred during the Payment Period as approved by Canada following submission by the Recipient of the financial claim referred to in section 8.4 (1).

8.4 (1) Following the end of each Payment Period of the Agreement, the Recipient shall provide Canada with a financial claim using a form provided by Canada and signed/certified as true and accurate by an authorized official (or officials) of the Recipient. The financial claim shall contain:

- (a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Payment Period;
- (b) an updated forecast of Project expenditures;



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- (c) an activity report describing the work completed on the Project during the Payment Period; and
- (d) any supporting documentation relative to the financial claim that may be requested by Canada (e.g. a copy of the general ledger).

(2) The Recipient shall submit the financial claim required under subsection (1) no later than,

(a) if the Payment Period is monthly, **forty-five (45) days** following the Payment Period;

and

(b) if the Payment Period is quarterly, **sixty (60) days** following the Payment Period.

8.5 (1) Canada may withhold any advance payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due
  - (i) a financial claim under section 8.4 (1); or
  - (ii) any other document required by Canada under this Agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

(2) Canada may also withhold any progress payment due to the Recipient under this Agreement

- (a) if the Recipient has failed to submit when due any other document required by Canada under this agreement; or
- (b) pending the completion of an audit of the Recipient's books and records, should Canada decide to undertake such an audit.

8.6 Canada may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Project Period pending

- (a) receipt and verification by Canada of a final financial claim for the last Payment Period where advances have been made,
- (b) receipt and acceptance by Canada of the final report for the Project that the Recipient is required to submit to Canada under the terms of this Agreement, and
- (c) receipt of any other Project-related record that may be required by Canada.

## 9.0 ANNUAL FINANCIAL REPORTS

9.1 (1) Within one hundred and twenty (120) days following the end of each "Reporting Period" during the Project Period, the Recipient shall provide to Canada a financial report containing,

(a) a statement setting out:

- (i) the total amount received from Canada under this Agreement during the Reporting Period,
- (ii) the total revenue received from other sources for the Project during the Reporting Period, including cash and the value of in-kind contributions,
- (iii) the total amount of GST/HST rebates and interest earned by the Recipient during the Reporting Period on advances of Canada's contribution if the amount of interest earned is in excess of one hundred dollars (\$100), and
- (iv) the amounts realized during the Reporting Period from the disposition of any capital assets that had been originally purchased with funds from Canada's contribution under this Agreement, and

(b) an itemized statement setting out, by expenditure category as per the Project Budget, the total amount of the expenditures incurred during the Reporting Period in relation to the Project and to the corresponding approved Investment Plan.

(2) For greater certainty, failure on the part of the Recipient to submit financial reports within the timeframe specified under subsection (1) may result in Canada withholding payment of an advance or progress payment in accordance with subsections 8.5(1) or (2) of this Schedule or withholding payment of any holdback retained by Canada in accordance with section 8.6 of this Schedule.

(3) For the purposes of this section, "Reporting Period" means each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof.

9.2 Each financial report submitted to Canada pursuant to section 9.1 shall be accompanied by such supporting documentation as may be requested by Canada.

### **Audit Requirement**

9.3 (1) Unless otherwise notified by Canada in writing, the Recipient shall engage an independent licensed public accountant to audit, in accordance with Canadian generally accepted auditing standards, each financial report required under section 9.1. The Recipient's letter of audit engagement shall include the requirements set out under section 9.1.

(2) If requested by Canada to do so, the Recipient shall allow representatives of Canada to discuss any audited financial report referred to in this section with the Recipient's auditors. The Recipient shall execute such directions, consents and other authorizations as may be required in order to permit its auditors to





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discuss the report with representatives of Canada and provide any requested information to them in relation to the audit.

Signatures		
RECIPIENT	RECIPIENT	CANADA
DATE	DATE	DATE



**SCHEDULE C**

**ADDITIONAL CONDITIONS**

<b>LEGAL NAME OF RECIPIENT:</b> The Corporation of the City of London
<b>PROJECT TITLE:</b> HPS 2014-2019

**1.0 WORK PLAN**

1.1 For each Fiscal Year that falls within the Project Period or, if the Fiscal Year falls only partially within the Project Period, such portion thereof, the Recipient shall provide to Canada for approval a "Work Plan" outlining the activities to be undertaken by the Recipient in implementing the Project during the Fiscal Year or part thereof. Each Work Plan shall be prepared in accordance with guidelines issued by Canada.

1.2 The Recipient's approved Work Plan for the first Fiscal Year or part thereof of the Project Period is attached to and forms an integral part of Schedule A (Project Description) to this Agreement. The Work Plan for each subsequent Fiscal Year or part thereof shall be provided to Canada for approval no later than sixty (60) days prior to the beginning of each Fiscal Year to which it relates.

1.3 Canada will notify the Recipient of its approval of each subsequent Work Plan no later than thirty (30) days following receipt of each plan. Upon approval, each subsequent Work Plan shall be attached to and form an integral part of Schedule A.

1.4 The Recipient shall implement the Project in accordance with the approved Work Plans. The Recipient shall not make any material change to an approved Work Plan without the written approval of Canada.

**2.0 REDISTRIBUTION OF FUNDING TOWARDS SUB-PROJECTS**

***Interpretation***

2.1 For the purposes of this Agreement,

"Sub-Agreement Holder" means an organization other than the Recipient, to whom funding provided to the Recipient under this Agreement is further distributed to enable the organization to carry out a Sub-Project; and

"Sub-Project" means:

- (a) an activity eligible for financial support under the Project which is implemented by a Sub-Agreement Holder, or
- (b) an activity eligible for financial support under the Project implemented directly by the Recipient.

***Sub-Project Selection Process***

2.2 (1) The Recipient shall put into place a process satisfactory to Canada for ensuring that proposals for Sub-Projects to be funded with Canada's contribution, including Sub-Projects implemented directly by the Recipient, are assessed and selected in an open, impartial and fair manner. The Recipient agrees that part of the process will involve consultation on all such proposals with the Community Advisory Board. The Recipient must ensure that Sub-Project proposals of a capital nature address their sustainability; for Sub-Projects of a capital nature Canada will provide a form to address this aspect that is to be included as part of such proposals.

(2) The Recipient shall also put into place written operational policies and procedures relating to its financial management of the Project and its administration of Sub-Projects, and shall provide a copy of those policies and procedures to Canada, together with the names and positions of personnel within the Recipient's organization with responsibilities for the financial management and decision making in connection with the carrying out of the responsibilities of the Recipient under this Agreement. The Recipient shall notify Canada promptly of any changes in such personnel that occur from time to time.

(3) A sub-project shall not be funded under this Agreement unless the organization demonstrates that it applies sound financial management practices and respects the highest level of integrity.

(4) Without limiting the foregoing and subject to subsection 5, a sub-project shall not be funded under this Agreement if a review, audit or investigation conducted by the federal government, the government of a province or a public body created under the law of a province in the previous 3 years concludes to irregularities in the organization's financial management practices or raises integrity issues.

(5) The restriction in subsection 4 does not apply if an organization demonstrates that the irregularities and issues have been resolved and that measures have been diligently put in place to prevent reoccurrence.

***Agreements with Sub-Agreement Holders***

2.3 (1) When the Recipient provides funding to a Sub-Agreement Holder to support the costs of a Sub-Project, the Recipient shall ensure that there is a written agreement between it and the Sub-Agreement Holder that sets out the terms and conditions under which the Recipient is providing funding to the Sub-Agreement Holder.

(2) The written agreement referred to in subsection (1) shall include:

- (a) an identification of the Sub-Agreement Holder (proper legal name and address);
- (b) a description of the purpose of the funding;
- (c) the effective date, the date of signing and the duration of the agreement;



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(d) the financial and/or non-financial conditions attached to the funding and the consequence of failing to adhere to these conditions, including provision for a right of termination of the agreement in the event of a breach of the agreement;

(e) the costs of the Sub-Project eligible for reimbursement;

(f) the conditions to be met before payment is made and the schedule and basis of payment;

(g) the maximum amount payable;

(h) the provision of such reports by the Sub-Agreement Holder on its Sub-Project, outcomes and results as may be specified by Canada in any reporting guidelines or instructions provided to the Recipient by Canada or as may be specified elsewhere in this Agreement;

(i) a provision giving both Canada and the Recipient the right to conduct an audit of the books and records of the Sub-Agreement Holder, even though an audit may not always be undertaken, and to have access to the business premises and business site of the Sub-Agreement Holder to monitor and inspect the administration of the Sub-Project;

(j) a requirement for the Sub-Agreement Holder to repay to the Recipient the amount of any funding provided to which it is not entitled. The agreement should specify that amounts to which it is not entitled include the amount of any payments:

(i) made in error;

(ii) made for costs in excess of the amount actually incurred for those costs; and

(iii) that were used for costs that were not eligible for reimbursement under the agreement;

(k) if the Sub-Project involves an activity described in section 4.1 or 4.3,

(i) a repayment requirement modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder; and

(ii) a provision giving both Canada and the Recipient, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, the right to inspect the operation of the facility referred to in section 4.1 or 4.3 at any reasonable time to verify the continuing use of the facility for the purposes for which it was funded; and

(iii) a provision stipulating that the Sub-Agreement holder shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project, or for the number of years following the end-date of the Sub-Project in respect of which the repayment requirement referred to in subparagraph (i) applies to the Sub-Agreement Holder, without the prior written approval of the Recipient; and

(iv) a provision stipulating that the Sub-Agreement Holder shall ensure that all environmental protection measures, standards and rules relating to the Sub-Project established by competent authorities are respected;

(l) a provision stipulating that payment of any funding under the agreement is subject to the availability of funds and that payment of funding may be cancelled or reduced in the event that Canada cancels or reduces its funding to the Recipient;

(m) a requirement for the Sub-Agreement Holder to give appropriate recognition of the contribution of Canada to the Sub-Project being carried out in its publicity and signage relating to the Sub-Project, including any information provided to the public on any web site maintained by the Sub-Agreement Holder;

(n) a requirement that the Sub-Agreement Holder notify the Recipient (Community Entity) twenty (20) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Sub-Agreement Holder relating to the Sub-Project; and

(o) a requirement for the Sub-Agreement Holder to cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Sub-Project.

***Internal Memoranda of Understanding (MOU)***

2.4 When the Recipient is implementing a Sub-Project directly, the Recipient shall ensure that there is an internal memorandum of understanding (MOU) with the head of the branch or division of its organization responsible for implementing the Sub-Project, as if the head of the branch or division implementing the Sub-Project was a Sub-Agreement Holder, setting out terms and conditions of the funding modelled on the requirements of section 2.3, with such modifications as the circumstances may require.

***Provision of Copies of Agreements and MOUs***

2.5 Upon request, the Recipient shall provide Canada with a copy of any or all agreements with Sub-Agreement Holders and MOUs referred to in sections 2.3 and 2.4, respectively.

***Monitoring and Audit of Sub-Projects***

2.6 The Recipient shall exercise due diligence in the administration of its agreements with Sub-Agreement



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Holders and of its MOUs referred to in section 2.4. Without limiting the generality of the foregoing, in exercising due diligence, the Recipient shall take appropriate measures for ensuring compliance by Sub-Agreement Holders and, in the case of MOUs referred to in section 2.4, by the responsible branch or division head of the Recipient, with the terms and conditions of the agreement or MOU, as the case may be, including:

- (a) monitoring the Sub-Project through, as appropriate, periodic visits to the Sub-Project site or other means such as telephone calls and questionnaires,
- (b) undertaking periodic audits or inspections of financial records to verify that costs claimed under the agreement or MOU, were actually incurred and were in accordance with the agreement or MOU, as the case may be,
- (c) furnishing the Sub-Agreement Holder or the branch or division head of the Recipient, as the case may be, with necessary advice, support and training to assist it in carrying out the Sub-Project and in realizing the objectives and achieving the results of the Sub-Project,
- (d) where there are breaches of the agreement or MOU, taking appropriate measures to resolve the situation, including, in the case of an agreement with a Sub-Agreement Holder, termination of the agreement with the Sub-Agreement Holder or legal action to enforce compliance with the agreement, and
- (e) in the case of an agreement with a Sub-Agreement Holder, making all reasonable efforts to recover any overpayments under the agreement.

2.7 The Recipient shall provide to Canada, upon request, a report of any monitoring review or audit of a Sub-Project undertaken by the Recipient under section 2.6.

2.8 Where Canada desires to exercise its right to audit the books and records of a Sub-Agreement Holder or to monitor and inspect its Sub-Project, Canada shall notify the Recipient of its desire to do so. The Recipient shall cooperate with Canada in obtaining access to the financial records and, if required by Canada, it shall take all necessary steps to enforce the Recipient's and Canada's right of access to the Sub-Agreement Holder's records, including taking legal proceedings against the Sub-Agreement Holder.

### 3.0 REPORTING

#### *Report of Approved Sub-Projects*

3.1 Each financial claim submitted to Canada pursuant to section 8 (Terms of Payment) of Schedule B to this Agreement shall be accompanied by a report identifying all agreements with Sub-Agreement Holders and MOUs approved by the Recipient to date containing the following information about each Sub-Project:

- (a) the Sub-Project file identifier;
- (b) in the case of agreements with Sub-Agreement Holders, the legal name of the Sub-Agreement Holder and Sub-Agreement Holder contact information;
- (c) in the case of MOUs, the name of the branch or division within the Recipient's organization responsible for carrying out the Sub-Project and Recipient branch or division contact information;
- (d) the amount of funding provided under this Agreement to be provided by the Recipient for the Sub-Project;
- (e) identification of the applicable HPS funding stream;
- (f) the Sub-Project start and end dates; and
- (g) the activity areas(s) supported by the Sub-Project, i.e. (i) Housing First; (ii) support services; (iii) capital investments; (iv) activities to ensure coordination or resources and leveraging; or (v) activities to improve data collection and use.

#### *Results Reporting*

3.2 Within thirty (30) days of the start date of each Sub-Project, the Recipient shall provide to Canada, using an online results reporting system provided by Canada, a "Project Details Report", acceptable to Canada in both scope and detail, that sets out the detailed description of the Sub-Project. Any changes to the funding amount, activities, or end date of a Sub-Project approved by the Recipient will require a revised Project Details Report that must be provided to Canada, using the online system, within thirty (30) days of the change.

3.3 Where applicable, the Recipient shall provide to Canada, no later than forty-five (45) days following each Fiscal Year that falls within the period of the Sub-Project, an "Annual Results Report" detailing the outputs and outcomes achieved in implementing each Sub-Project during the Fiscal Year. Each Annual Results Report shall be provided to Canada using the on-line system referred to in section 3.2.

#### *Annual Community Plan Update*

3.4 If the Recipient is funded by the HPS Designated Communities funding stream, or funded by the Aboriginal Homelessness funding stream with a community allocation greater than \$200,000, the Recipient shall provide annually to Canada, using a form provided by Canada, no later than sixty (60) days following the period covered by the report, a report, satisfactory to Canada in scope and detail, on

- (a) progress in meeting Community Plan priorities
- (b) expenditures supporting investment targets including minimum Housing First requirement mentioned under Expected Results in Schedule A,
- (c) Community Contribution received (for Designated Communities funding stream only),
- (d) updating Community Plan priorities and targets for subsequent years (if required); and
- (e) any other update as may be required by Canada.



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**4.0 REQUIREMENTS IN RESPECT OF FACILITY PROPERTY AND REPAYMENT**

***Project Funding Used to Purchase Land or a Building for a Facility***

4.1 If

(a) funding provided for a Sub-Project is used towards the costs of purchasing land or a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if,

(i) five (5) years following the end date of the Sub-Project, a facility that provides shelter space, transitional or supportive housing or other services for the homeless has not been established on the property referred to in paragraph (a), or

(ii) at any time during the five-year period following the end date of the Sub-Project, Canada concludes, based on

(A) information provided by the Recipient under section 4.7, or

(B) the results of a site inspection conducted by Canada under section 4.9

that the facility referred to in paragraph (a) will not be established during said five-year period and notifies the Recipient of such conclusion in writing, and

(d) an amount determined in accordance with section 4.2 if, within five (5) years following the end date of the Sub-Project, the land or building referred to in paragraph (a) is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.2 The amount repayable by the Recipient under paragraph 4.1(d), if the event referred to in that paragraph occurs, shall be determined as follows:

(a) if the event occurs within one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.1(a);

(b) if the event occurs within two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.1(a);

(c) if the event occurs within three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.1(a);

(d) if the event occurs within four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.1(a); or

(e) if the event occurs within five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.1(a).

***Project Funding Used for Construction or Renovations***

4.3 If

(a) funding provided for a Sub-Project is used towards the costs of constructing or renovating a building to establish a new facility to provide shelter space, transitional or supportive housing or other services for the homeless, or towards the costs of expanding or renovating an existing facility that provides shelter space, transitional or supportive housing or other services for the homeless, and

(b) the amount of the funding referred to in paragraph (a) is in excess of \$50,000, the Recipient shall repay as a debt owing to Canada,

(c) an amount equal to 100% of the funding referred to in paragraph (a) if the Sub-Project referred to in that paragraph is not completed by the end date of the Sub-Project, and

(d) an amount determined in accordance with section 4.4 if the activity referred to in paragraph (a) is completed by the end date of the Sub-Project but within five (5) years following the end date of the Sub-Project either of the following events occurs:

(i) the facility ceases to operate for its intended purpose and is not used for some other service approved by Canada in support of the homeless but is converted to some other use, or

(ii) the facility is sold and the proceeds of disposition are not forthwith committed to supporting a facility providing similar services to the homeless that is approved by Canada.

4.4 The amount repayable by the Recipient under paragraph 4.3(d) if either event referred to in subparagraph 4.3(d)(i) or (ii) occurs shall be determined as follows:

(a) for renovations representing 30% or less of the market value of the facility established as part of the project assessment process, if the event occurs within:

(i) one year of the end date of the Sub-Project a sum equal to 100% of the funding referred to in paragraph 4.3(a); or

(ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a); and



Amendment #1

(b) for construction and for renovations representing more than 30% of the market value of the facility established as part of the project assessment process, if the event occurs within:

- (i) one year of the end date of the Sub-Project, a sum equal to 100% of the funding referred to in paragraph 4.3(a);
- (ii) two years, but after one year of the end date of the Sub-Project, a sum equal to 80% of the funding referred to in paragraph 4.3(a);
- (iii) three years, but after two years of the end date of the Sub-Project, a sum equal to 60% of the funding referred to in paragraph 4.3(a);
- (iv) four years, but after three years of the end date of the Sub-Project, a sum equal to 40% of the funding referred to in paragraph 4.3(a); or
- (v) five years, but after four years of the end date of the Sub-Project, a sum equal to 20% of the funding referred to in paragraph 4.3(a).

4.5 For greater certainty, the Recipient acknowledges that the repayment requirements in sections 4.1 and 4.3 apply to it not only where the Sub-Project is implemented by it directly but also where it is being implemented by a Sub-Agreement Holder. Consequently, where the Recipient provides funding to a Sub-Agreement Holder for a Sub-Project that involves an activity referred to in section 4.1 or 4.3, the Recipient must ensure pursuant to paragraph 2.3(k) that its agreement with the Sub-Agreement Holder includes repayment obligations on the part of the Sub-Agreement Holder that are modeled on the provisions of section 4.1 or 4.3, as the case may be, except that every reference to "Recipient" in those provisions shall be replaced by a reference to the term used by the Recipient to identify the Sub-Agreement Holder in its agreement with the Sub-Agreement Holder and every reference to "Canada" shall be replaced by a reference to the term used by the Recipient to identify itself in its agreement with the Sub-Agreement Holder.

***Repayment to Canada of Amounts Recovered from Sub-Agreement Holders***

4.6 Where a Sub-Agreement Holder is required, under the terms of its agreement with the Recipient, to repay an amount to a Recipient pursuant to a repayment obligation referred to in section 4.5, the Recipient shall repay to Canada any such amount recovered by the Recipient from the Sub-Agreement Holder.

***Annual Monitoring of, and Declaration on, Facility Establishment and/or Utilization Following Completion***

4.7 If a Sub-Project involves an activity described in section 4.1 or 4.3, the Recipient shall, for the number of years following the end-date of the Sub-Project in respect of which the repayment requirements in section 4.2 or 4.4, as the case may be, are applicable (hereinafter "the Monitoring Period")

- (a) annually monitor, as the case may be,
  - (i) progress made towards the establishment of the facility, or
  - (ii) the use of the facility to verify its continuing use for the purposes for which the Recipient had provided its funding, andimmediately notify Canada if the activities leading to the establishment of a facility have ceased, the facility property has been sold or the facility has ceased to be used for its intended purposes, and
- (b) provide annually to Canada, using a form provided by Canada, a declaration regarding, as the case may be,
  - (i) the progress made towards the establishment of the facility during the year covered by the declaration, or
  - (ii) utilization of the facility during the year covered by the declaration.

4.8 Each annual declaration referred to in section 4.7 shall be provided to Canada no later than ninety (90) days following the end of the year covered by the declaration.

4.9 During the Monitoring Period, the Recipient shall ensure that representatives of Canada are allowed to inspect the operation of the facility at any reasonable time to verify its continuing use for the purposes for which it was funded.

***No Mortgaging or Charging of Facility Property***

4.10. If the Recipient itself carries out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of Canada. Canada undertakes that its approval shall not be unreasonably withheld.

4.11 If a Sub-Agreement Holder is carrying out a Sub-Project involving an activity described in section 4.1 or 4.3, the Recipient shall ensure that the Sub-Agreement Holder does not mortgage, charge or otherwise encumber the facility property during the period of the Sub-Project or during the Monitoring Period, without the prior written approval of the Recipient.

**5.0 ENVIRONMENTAL PROTECTION**

5.1 The Recipient shall:

- (a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Project, if any, will remain minimal; and
- (b) ensure that all environmental protection measures, standards and rules relating to the Project established by competent authorities are respected.



Amendment #1

**6.0 OFFICIAL LANGUAGES**

6.1 The Recipient shall:

- (a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages;
- (b) actively offer Project-related services in both official languages;
- (c) encourage members of both official language communities to participate in the Project; and
- (d) provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

Signatures		
RECIPIENT	RECIPIENT	CANADA
DATE	DATE	DATE

**DATA PROVISION AGREEMENT (“Agreement”)  
BETWEEN**

Annex C

**Her Majesty the Queen in Right of Canada as Represented by  
the Minister of Employment and Social Development Canada (“ESDC”)**

**AND**

\_\_\_\_\_  
Organization name (capital letters)

**(hereinafter referred to as “Community Entity” or “You”)**

**BACKGROUND:**

ESDC has developed the Homeless Individuals and Families Information System Software (“**HIFIS SOFTWARE**”), an electronic data collection software that may be used by Community Entities to improve the efficiency of their day-to-day operations;

ESDC owns all right, title and interest in the **HIFIS SOFTWARE** and related Documentation and all of the files and intellectual property associated with it, including trade secrets and copyright;

The Community Entity wishes to obtain a licence to use the full version of the **HIFIS SOFTWARE** and ESDC is willing to grant such licence in return **for non-identifiable personal information related to the Community Entity and survey respondents (“Personal Information”)**.

ESDC has the authority under the *Department of Human Resources and Skills Development Act* and the *Privacy Act* to collect the Personal Information for the administration of the Homelessness Partnering Strategy. The Personal Information will be used for the purpose of improving services to the homeless population and enhancing the Government of Canada’s ability to respond to homelessness in Canada. It may also be used for policy analysis, research or evaluation purposes of policies and programs respecting homelessness in Canada.

The Parties therefore agree as follows:

**1. ENTIRE AGREEMENT**

This Agreement, its annexes and the End-User Licence Agreement you or your representative entered into when you downloaded the “Demo” version of the **HIFIS SOFTWARE**, is the entire agreement between you and ESDC concerning the use of the **HIFIS SOFTWARE** and Documentation. It supersedes any prior communication or representation concerning the **HIFIS SOFTWARE**.

The Parties agree that should there be ambiguity or inconsistencies between the terms and conditions of this Agreement and those in the previous End-User Licence Agreement, the provisions of this Agreement prevail.





## 2. PURPOSE OF THIS AGREEMENT

The purpose of this Agreement is to outline the terms and conditions related to:

- a) the licence that ESDC will grant to the Community Entity in return for certain Personal Information listed in Appendix A; and
- b) the collection and disclosure of Personal Information by the Community Entity in such a manner as to protect the privacy and dignity of the survey respondents.

## 3. LICENCE

ESDC grants the Community Entity a non-exclusive, non-transferable and non-assignable right to use a registered copy of the full version of the **HIFIS SOFTWARE** in return for certain Personal Information listed in Appendix A. To obtain access to the full version of the **HIFIS SOFTWARE** you must register this licence with ESDC.

The **HIFIS SOFTWARE** is protected by intellectual property laws and treaties. No right, title or interest in or to any intellectual property rights in relation to the **HIFIS SOFTWARE** is granted under this Agreement.

## 4. THINGS YOU MAY DO

This licence will allow you to do the following:

- a) Archival or Backup Copies: You may copy the **HIFIS SOFTWARE** for back-up and archival purposes, provided that the original and each copy are kept in your possession and that your installation and use of the **HIFIS SOFTWARE** does not exceed the scope of this licence.
- b) Server Deployment or Use: You may install copies of the **HIFIS SOFTWARE** on computer file server(s) for the purpose of downloading and installing or for use of the **HIFIS SOFTWARE** on computers within your internal network.
- c) Third Party Components and Plug-Ins: Any third party software, including any third party's plug-in, may be used at your discretion with the **HIFIS SOFTWARE**. If you choose to use such third party software, then such use shall be governed by such third party's licence agreement. ESDC is not responsible for any third party software and will not be liable for your use of third party software.

## 5. THINGS YOU MAY NOT DO

For greater certainty, you agree not to:

- a) copy the **HIFIS SOFTWARE** except for archival or backup copying;
- b) modify or adapt the **HIFIS SOFTWARE**, reverse engineer, disassemble, decompile or make any attempt to discover the source code of the **HIFIS SOFTWARE**;
- c) sub-licence, rent, lease or lend any portion of the **HIFIS SOFTWARE** or Documentation.



## 6. ROLES AND RESPONSIBILITIES

You will:


- a) collect the Personal Information using the **HIFIS SOFTWARE**, and ensure compliance with your applicable provincial or territorial legislative standards respecting personal information;
- b) ensure that individuals are informed that their Personal Information will be provided to ESDC for the purposes of policy analysis, research and evaluation of policies and programs respecting homelessness in Canada;
- c) designate a representative to review, verify and clean the Personal Information;
- d) export the Personal Information listed in Appendix A to this Agreement to ESDC using the tools provided by ESDC;
- e) use best efforts to ensure the completeness and accuracy of the Personal Information provided to ESDC;
- f) create a back-up of electronic data on a regular basis, and store all Personal Information in a secure location; and
- g) maintain the security of the Personal Information in your custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.

ESDC will:

- a) only use the Personal Information for the purposes of policy analysis, research and evaluation of policies and programs respecting homelessness in Canada. Any reports emanating from this policy analysis, research and evaluation will contain only aggregate, non-identifiable information. These reports may also be shared with federal institutions and other stakeholders;
- b) inform the Community Entity of any quality issues that are discovered in the Personal Information;
- c) implement and maintain a secure storage system for the Personal Information collected under this Agreement and inform the Community Entity of any changes related to the collection, use, disclosure or retention of this Personal Information.
- d) ESDC agrees to facilitate the sharing of technical information about software, functionality and security requirements, as required for use of the **HIFIS SOFTWARE**.

## 7. ESDC OBLIGATIONS RELATING TO THE USE AND DISCLOSURE OF THE PERSONAL INFORMATION

- a) ESDC will maintain and protect the confidentiality of all Personal Information it receives from the Community Entity, in accordance with the *Privacy Act* and Part 4 of the *DHRSD Act*.
- b) ESDC will not use Personal Information for a purpose other than that for which it was provided unless it:
  - I. obtains the written consent of the Community Entity, provided that the Community Entity has obtained the requisite authority to grant such consent;
  - II. obtains the consent of the individual to whom the Personal information pertains; or
  - III. is required by law.

- 
- c) ESDC will not disclose the Personal Information to any person or body for a purpose other than that for which it was provided unless such disclosure is in a form that cannot reasonably be expected to identify the individual to whom the Personal Information relates.
  - d) Subject to paragraph (c), ESDC may disclose Personal Information to a third party only if ESDC obtains written authorization from the Community Entity, ESDC has a written agreement with the third party imposing the same privacy protection obligations that ESDC assumes under this Agreement, and the purpose of the disclosure is authorized by this Agreement.
  - e) In the event of a request under *Canada's Access to Information Act* or *Privacy Act* for Personal Information, ESDC agrees to consult, where required, with the Community Entity prior to any disclosure of such information.

## 8. INFORMATION MANAGEMENT AND SECURITY

- a) ESDC will make reasonable arrangements to maintain the security of the Personal Information in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- b) ESDC will ensure that only those persons it deems necessary will have access to and use of Personal Information as required for the performance of their duties.
- c) ESDC will advise the Community Entity immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in future jeopardize the privacy of any individual or the security of any computer system in its custody that is used to access the Personal Information. When required, ESDC will investigate these circumstances, incidents or events.
- d) ESDC will report the results of any such investigation and the steps taken to address any remaining issues or concerns about the security of the Personal Information or computer systems, or the privacy of individuals to whom the Personal Information relates.

## 9. WARRANTY AND DISCLAIMER

The Community Entity accepts the **HIFIS SOFTWARE** "AS IS". By using the **HIFIS SOFTWARE** you agree that its use is entirely at your own risk.

**ESDC DISCLAIMS ANY AND ALL IMPLIED OR EXPRESS WARRANTIES OR CONDITIONS, INCLUDING ANY IMPLIED WARRANTY OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE**, regardless of whether ESDC knows or had reason to know of your particular needs.



## 10. LIABILITY AND INDEMNIFICATION

**ESDC, ITS EMPLOYEES AND AGENTS, SHALL NOT BE LIABLE FOR ANY CLAIMS, DAMAGES, INJURIES, LOSS, OF ANY KIND, WHETHER DIRECT OR INDIRECT, CONSEQUENTIAL OR INCIDENTAL, ARISING FROM THE USE OR THE INABILITY TO USE THE HIFIS SOFTWARE OR THE FAILURE TO SAFEGUARD THE DATA CONTAINED IN THE HIFIS SOFTWARE. THIS INCLUDES, WITHOUT LIMITATION, LOSS OF REVENUE, PROFIT OR SAVINGS, LOST, DAMAGED OR STOLEN DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS.**

The Community Entity agrees to indemnify and hold ESDC, its employees and agents, harmless from and against any claims, damages, complaints, costs or expenses, loss, actions or causes of action you or any third party incurred or suffered, as a result of the use or inability to use the **HIFIS SOFTWARE** or your failure to safeguard the data contained in the **HIFIS SOFTWARE**.

## 11. CONFIDENTIALITY

The **HIFIS SOFTWARE** contains trade secrets and proprietary know-how that belong to us and it is being made available to you in strict confidence. Any use or disclosure of the software, or of its algorithms, protocols or interfaces, other than in strict accordance with this licence agreement, may be actionable as a violation of our trade secret rights.

## 12. TERMINATION

Either Party may terminate this Licence Agreement for any reason, including failure to comply with any term or condition of this Agreement, upon 60 days written notice.

In the event of termination of this Agreement,

- a) all Personal Information will be retained by ESDC in accordance with the *Library and Archives of Canada Act*, SC 2004 c.11.
- b) the Community Entity agrees to destroy all copies of the **HIFIS SOFTWARE** and Documentation in its possession.



### 13. DESIGNATED OFFICIALS

ESDC and the Community Entity agree to each designate an official to act as their contact person for any issues related to the development, implementation, and administration of this Agreement.

For ESDC:

Director  
Community Development and Homelessness  
Partnerships Directorate  
Employment and Social Development Canada  
Place du Portage, Phase IV  
140 Promenade du Portage  
Gatineau, Quebec K1A 0J9  
[hkd-dci@hrsdcc.gc.ca](mailto:hkd-dci@hrsdcc.gc.ca)

For the Community Entity:

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Name

---

Title

---

Organization

---

Address (Street, City, Province, Postal Code)

---

Email



**14. GENERAL PROVISIONS**

- a) This Agreement becomes effective when signed by both parties. It will remain in effect until terminated.
- b) ESDC may amend the terms of this Agreement at any time. Any amendment will be valid only if in writing and signed by both Parties.
- c) ESDC may amend the Personal Information listed in Appendix A by providing notice of this change on the HIFIS Software updates.
- d) This Agreement is a licence agreement only, not a contract for services or a contract of service or employment. Nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between ESDC and yourself.
- e) This Agreement is governed by the laws of Canada.
- f) The signatory to this Agreement represent and warrant that s/he has the capacity and the authority to sign this Agreement on behalf of the Community Entity.

IN WITNESS WHEREOF this Agreement has been signed on behalf of the Parties by their duly authorized representatives.

For the Community Entity:

For ESDC:

Community Development and Homelessness Partnerships Directorate

\_\_\_\_\_  
(Community Entity Name)

Signed this    day of    ,

Signed this    day of    ,

\_\_\_\_\_  
(Name, please print)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)

\_\_\_\_\_  
(Position)

## APPENDIX A – HIFIS EXPORT FIELDS

The following is a list of the fields included in the HIFIS Export Fields. Fields where information is not supplied will remain blank. If information is entered in these fields, it will be included in the HIFIS Export Fields.

### Service Provider Information

Shelter Information  
 Shelter ID  
 Shelter Name  
 Service provider type  
 Bed counts  
 Bed Types  
 Community

The following table lists the Core Questions as included in the Guide to Point-in-Time Counts in Canada with the applicable HIFIS Export Field :

### Client Information

Core Question	HIFIS Export Field
Anonymized survey number	Unique Client Identifier
Q1: What family members are with you today?	Family Role Family Head ID
Q2: How old are you?	Year and Month of Birth
Q3: What gender do you identify with?	Gender
Q4: Do you identify as Aboriginal or do you have Aboriginal ancestry? This includes First Nations, Métis, Inuit, Indian, Native, with or without status.	Aboriginal Indicator
Q5: Have you ever had any service in the Canadian Military or RCMP? (Military includes Canadian Navy, Army, or Air Force)	Veteran Status
Q6: Did you move from (Community Name) in the past year?	Contributing Factors
Q7: Are you a recent immigrant or refugee in Canada within the past 5 years?	Contributing Factors Start Date Contributing Factors End Date
Q8: When did you become homeless most recently? (Current Episode of homelessness)	Housing Type Housing Start Date
Q9: How many times have you been homeless in the past 3 years? (in and out of homelessness)	Housing End Date
Q12: Have you stayed in an emergency shelter in the past year?	
Q10: Where do you get your money from?	Source of Income
Q11: Do you have a need for services related to: Chronic/Acute Medical Condition; Physical Disability; Learning Disability; Addiction or Substance Use; Mental Illness; Brain Injury; Fetal Alcohol Spectrum Disorder (FASD); Pregnancy)	Health Conditions



## 20,000 Homes Campaign Data Sharing Agreement

The 20,000 Homes Campaign is a national movement of communities working together to permanently house 20,000 of Canada's most vulnerable homeless people by July 1, 2018. The campaign is led by the Canadian Alliance to End Homelessness (CAEH). CAEH wishes to collect data on homelessness in Canada for research, advocacy and education. ***This Agreement sets out the terms and conditions under which agencies partaking the Campaign will share data with the CAEH.***

- **De-identified Data** means client data that is not able to be reasonably retraced to a specific individual.
  - ✓ All data shared by the agency with the CAEH will be De-identified Data.
  - ✓ The agency will not share any data with CAEH that can be reasonably retraced to a specific individual.
- **Client Consent**
  - ✓ The agency will obtain the prior, written, informed and direct consent of any and all clients in order to collect, use and share with the CAEH the De-identified Data for CAEH to use only for the the purposes described in this Agreement.
  - ✓ The agency will not provide any data to the CAEH for which the required client consent has not been obtained.
  - ✓ The agency will not deny any service or benefit to any client as a result of the client's refusal to provide this consent. The agency will not provide any data to the CAEH for which the required client consent has not been obtained.

- **Use of the De-identified Data**

CAEH agrees to use the De-identified Data received from the agency only for the following purposes:

- ✓ national, regional and local research into homelessness;
  - ✓ advocacy and lobbying connected to preventing and ending homelessness;
  - ✓ dissemination of information on homelessness to government, stakeholders, donors and the general public; and
  - ✓ improving performance of the 20,000 Homes Campaign.
- **Important Working Terms**
    - ✓ The parties agree to comply with all privacy laws and regulations and other applicable provincial and federal laws and regulations related to this Agreement.
    - ✓ The parties agree to make all reasonable efforts to protect the security of Personal Information collected, used, transmitted and/or disclosed as a result of this Agreement.
    - ✓ If either part discovers or reasonably suspects that data has been collected, accessed, used, transmitted and/or disclosed in breach of the terms of this Agreement and/or any applicable



law or regulation, the party shall immediately notify the other party of the details of the breach in writing and shall take all reasonable steps to remediate the breach and mitigate damage as a result of the breach without delay.

- ✓ Each party is responsible for their own acts or omissions as well as indemnifying the other party in relation to their acts or omissions where as a result of the party's breach of this Agreement, negligence, gross negligence, fraud or misconduct damage is suffered via claim, loss, costs, charges, fees, expenses or similar.
- ✓ No partnership is created by this Agreement. Nothing contained in this Agreement shall or shall be deemed to constitute the parties as partners nor as agent of the other or any other relationship whereby either could be held liable for any act or omission of the other. Neither party shall have any authority to act for the other or to incur any obligation on behalf of the other except as specifically provided by this Agreement.

• **Administration of this Agreement**

- ✓ No amendment of this Agreement is valid unless it is in writing and signed by both parties.
- ✓ The parties agree not to assign this Agreement or any part thereof without prior, written consent of the other party.
- ✓ This Agreement shall be governed by the laws of the Province of Alberta and any legal matter or dispute adjudicated pursuant to this Agreement shall be heard in the City of Calgary, in the Province of Alberta.
- ✓ This Agreement may be executed in counterpart. A facsimile or PDF transmitted or other copy of this Agreement shall be effective as an original.
- ✓ This Agreement may be terminated immediately as a result of a fundamental breach by the other party or with 14 days prior notice, in either case by providing the other party written notice to :
  - CAEH: tim@caeh.ca
  - Agency: <EMAIL>

**This Agreement is effective <DATE>.**

**AGENCY NAME**

Per: \_\_\_\_\_ Date signed: \_\_\_\_\_  
 NAME  
 TITLE

Per: \_\_\_\_\_ Date signed: \_\_\_\_\_  
 NAME  
 TITLE

**CANADIAN ALLIANCE TO END HOMELESSNESS**

Per: \_\_\_\_\_ Date signed: \_\_\_\_\_  
 Tim Richter  
 President and Chief Executive Officer