



HOMELESSNESS PARTNERING STRATEGY
CONTRIBUTION AGREEMENT

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Funding stream:

- Federal Horizontal Pilot Project
- Homelessness Knowledge Development
- National Homelessness Information System

Articles of Agreement

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented
by the Minister of Human Resources and Skills Development
(hereinafter referred to as "Canada")

AND

(hereinafter referred to as the "RECIPIENT")

WHEREAS Canada conducts a program, known as the Homelessness Partnering Strategy (HPS) that promotes strategic partnerships and structures including housing solutions and stable supports, to assist homeless persons move toward autonomy and self-sufficiency;

WHEREAS the RECIPIENT proposes to carry out the Project described in Schedule A hereto and has applied to Canada for financial assistance towards the costs of the Project;

WHEREAS the Project qualifies for support under the HPS and the RECIPIENT is eligible for financial assistance; and

WHEREAS Canada has agreed to make a contribution to the RECIPIENT towards the costs of the Project on the terms and conditions set out herein;

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

AGREEMENT

1. The following documents and any amendments relating thereto form the Agreement between Canada and the RECIPIENT:
 - a) these Articles of Agreement;
 - b) the document attached hereto as Schedule A and entitled "Project Description";
 - c) the document attached hereto as Schedule B and entitled "Eligible Costs";
 - d) the document attached hereto as Schedule C and entitled "Terms of Payment";
 - e) the document attached hereto as Schedule D and entitled "Additional Conditions".

INTERPRETATION

2. Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:
 - "Eligible Costs" means the costs set out in the approved budget for the Project in Schedule B, which are incurred and paid by the RECIPIENT in carrying out the Project and which are subject to, or in compliance with, the conditions governing Eligible Costs set out in Schedule B;
 - "Fiscal Year" means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year; and
 - "Project" means the activities described in Schedule A.

CONTRIBUTION

3. Subject to the terms and conditions of this Agreement, Canada agrees to provide financial assistance, in the form of a contribution, to the RECIPIENT in respect of the Eligible Costs of the Project. The amount of Canada's contribution shall not exceed the total maximum amount specified in Schedule B.
4. If, following the signing of this Agreement, the RECIPIENT receives any financial assistance for the Project from another source, other than the financial assistance from other sources which the RECIPIENT has

declared in Schedule B, Canada may, in its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received, or if Canada's contribution has already been paid, require repayment of such amount. Upon receipt of notice to repay under this section, the RECIPIENT agrees to repay the amount as a debt due to Canada.

PAYMENT SUBJECT TO PARLIAMENTARY APPROPRIATION AND CONTINUING ALLOCATION OF FUNDS BY TREASURY BOARD

5. 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 and to the maintenance of current and forecasted funding allocation levels for the HPS. In the event that Canada's Treasury Board cancels the program or reduces the level of funding for the program for any fiscal year in which payment is to be made under the Agreement, or in the event that Parliament reduces the overall level of funding for the programs of the Department of Human Resources and Skills Development for any fiscal year in which payment is to be made under the Agreement, Canada may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by such amount that it deems advisable.
6. Where, pursuant to section 5, Canada intends to reduce the amount of its contribution under the Agreement, it shall give the RECIPIENT not less than 3 months notice of its intention to do so. Where, as a result of reduction in funding, the RECIPIENT is unable or unwilling to complete the Project, the RECIPIENT may, upon written notice to Canada, terminate the Agreement.

TERMS OF PAYMENT

7. Subject to sections 8 to 15, payments by Canada will be made in accordance with Schedule C.
8. Any interest earned on advances of Canada's contribution shall be accounted for by the RECIPIENT. Such interest shall be deemed to be part payment of the contribution and shall 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.
9. Canada may withhold up to 10% of the total contribution until after the Project has been completed. The balance of the contribution will be paid following receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the RECIPIENT and a statement certifying that all Eligible Costs claimed are in accordance with the Agreement.
10. Where the advance is payable prior to year end of a Fiscal Year covering a portion of the Project Period that extends into the following Fiscal Year, the advance will normally be made in two instalments. One will be issued to cover the estimated Eligible Costs to be incurred during the portion ending March 31, and the second covering the balance of the advance will be issued at the beginning of April of the new Fiscal Year. However, in exceptional circumstances where Canada deems it necessary to meet program objectives, an advance may be made prior to the end of the Fiscal Year to cover a portion of the Project Period that extends into the following Fiscal Year, but must then not exceed the estimated Eligible Costs to be incurred by the RECIPIENT up until the end of April of that new Fiscal Year.
11. If requested by Canada, the Recipient shall also provide additional supporting documentation as may be specified by Canada.
12. If the amount of the advance payment for the period exceeds the amount of the Eligible Costs incurred and paid by the Recipient for that period, Canada reserves the right to deduct the excess amount and any interest earned on the excess from any other payment required under this Agreement.
13. Canada may withhold payment of any advance pending the completion of any audit under this agreement.
14. If there is a variance between the forecast of cash flow requirements and the actual expenditures for any given period exceeding 15%, the Contribution RECIPIENT shall, if requested by CANADA to do so, furnish Canada with a revised forecast of cash flow requirements.
15. Verification of the claim for final payment may include, if deemed advisable by Canada, the conduct of an audit of the Recipient's books and records to verify the amount of the costs of the project and the costs for which the recipient has claimed payment under this agreement.

REPAYMENT

16. (1) Where the Project Period covers more than one Fiscal Year, the RECIPIENT shall repay, upon written notice to this effect, as a debt due and owing to Canada, any unexpended advance payment of the contribution for the Fiscal Year that is in excess of the Eligible Costs of the Project incurred in that Fiscal Year. Canada shall have the right to deduct the amount of the excess from any amount owing pursuant to this Agreement.
- (2) Either during the Project Period or upon the expiry or termination of this Agreement the RECIPIENT shall repay to Canada, upon written notice to this effect, any amount by which the contribution paid to the RECIPIENT, together with any interest earned thereon, which is deemed to be part payment of the contribution under section 8, exceeds the amount to which the RECIPIENT is entitled under this Agreement. Without limiting the generality of the foregoing, amounts to which the RECIPIENT is not entitled include:

- a) the amount of any unspent advances of the contribution remaining in the hands of the RECIPIENT;
- b) amounts paid in error or in excess of the amount of the cost actually incurred;
- c) amounts paid in respect of costs which are subsequently determined by Canada to be ineligible.

Such amounts are debts due to Canada.

17. Interest shall be charged on overdue repayments in accordance with the *Interest and Administrative Charges Regulations* made pursuant to Canada's *Financial Administration Act*.

OBLIGATIONS OF THE RECIPIENT

18. The RECIPIENT shall:

- a. carry out the Project in a diligent, professional and business-like manner using qualified personnel and/or firms;
- b. commence the Project on or after the start date and shall complete all activities as described in Schedule A by the end of the Project Period without altering the scope or timing of the Project or permit or cause any material change to the Project unless it is approved by Canada;
- c. disclose to Canada, without delay, any fact or event that the RECIPIENT is aware of from time to time, which may compromise the RECIPIENT's chances of success in carrying out the Project either immediately or in the long term;
- d. maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Project activities, if any, will remain minimal;
- e. ensure that all environmental protection measures, standards and rules relating to the Project activities established by competent authorities are respected; and
- f. upon written request of Canada, produce any certificates, licenses, and other authorizations required, in respect of the rules relating to the environment in relation to environmental protection, for carrying out the Project.

DECLARATION REGARDING INFORMATION

19. The RECIPIENT declares that all information provided to Canada in connection with its application for funding under the HPS is true and all relevant facts have been disclosed.

DECLARATION REGARDING OUTSTANDING AMOUNTS OWED TO THE FEDERAL GOVERNMENT

20. The RECIPIENT declares that it has provided Canada with a true and accurate list of all amounts owing to the federal government, which are past due and in default or arrears as of the time of the RECIPIENT's application for funding. The RECIPIENT recognizes that any such amount owing to the federal government may be recovered by Canada by way of deduction or set-off against amounts due or payable to the RECIPIENT under this Agreement.

FINANCIAL RECORDS AND RIGHT OF CANADA TO AUDIT

- 21. The RECIPIENT shall keep proper books of account and records, in accordance with generally accepted accounting principles, of the financial management of the contribution, including records of all Project expenditures and records of Project revenues, including funding received from other sources and records supporting the value of any cash and in kind contribution to the costs of the Project by the RECIPIENT or by another source.
- 22. During the Project Period and for a period of six (6) years thereafter, the RECIPIENT shall make its books, and records available at all reasonable times for inspection and audit by representatives of Canada to ensure compliance with the terms and conditions of this Agreement and to verify costs claimed by the RECIPIENT as the Eligible costs. The RECIPIENT shall permit Canada's representatives to take copies and extracts from such books and records and shall furnish Canada with such additional information as it may require with reference to them.
- 23. Canada retains the right to audit the books and records of the RECIPIENT in accordance with the provisions of section 24 (not applicable in case of agreement with provinces-territories).
- 24. The audit report shall include the following:
 - (a) a certified financial statement providing details of the total actual expenditures made on Project costs to date;
 - (b) a statement certifying the amount of revenues from all sources for the Project, including the contribution received under this Agreement to date, and any interest that has accrued on any advances of the contribution; and
 - (c) a statement certifying that the contribution payments received, and Project expenditures in respect of which they were paid, were in accordance with the Agreement.

REPORTS AND MONITORING

To assist in verifying the Recipient's eligibility and entitlement to the financial assistance provided under this Agreement, the Recipient shall:

25. (1) Provide Canada with such other reports concerning the progress of the Project satisfactory to Canada in scope and details, as Canada may, from time to time, request.

(2) Upon request, permit representatives of Canada to have access to the site or sites where the Project activities are being carried out to monitor and inspect the Project activities.

(3) Provide Canada with copies of all reports, studies or other publications, produced by the RECIPIENT in carrying out the Project. In addition, the RECIPIENT shall provide Canada with advance copies of final drafts of such reports, studies or other publications, and subsequent amendments to said reports, studies or other publications.

LICENSE OF INTELLECTUAL PROPERTY

26. The RECIPIENT shall take title to intellectual property including copyright in reports and/or software resulting from this Agreement.
27. The RECIPIENT hereby agrees to grant to Canada a non-exclusive, irrevocable and royalty free licence and right to use, translate, adapt, record by any means or reproduce, except commercial sale in competition with the RECIPIENT, any work subject to copyright which is produced by the RECIPIENT in carrying out the Project. The licence granted under this provision shall be for the duration of the copyright.
28. The licence granted to Canada under section 27 includes
- (a) the right to sub-licence 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 Human Resources and Skills Development as long as the distribution does not undermine any commercial use of the work intended by the RECIPIENT.
29. The RECIPIENT shall execute any acknowledgments, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the licence granted under section 27.

EVALUATION

30. Canada may, in its discretion, carry out an evaluation of the effectiveness and efficiency of the Project. The RECIPIENT shall cooperate with Canada in the conduct of any such evaluation. This cooperation may include, but is not limited to, providing Canada or its representatives with access to Project staff and records.

CONTRACTING PROCEDURES

31. (1) Unless otherwise authorized in writing by Canada, the RECIPIENT shall use a fair and accountable competitive process in procuring goods and services for the Project where the value (including GST/HST) of the goods or services is \$25,000 or more. Where a competitive process is required, the RECIPIENT shall, unless otherwise authorized in writing by Canada, obtain a minimum of three bids or proposals and shall select the bid or proposal offering the lowest cost or best value. The RECIPIENT must not unnecessarily divide an aggregate requirement into a number of smaller contracts to avoid this requirement.
- (2) Canada shall exercise its discretion in requiring the RECIPIENT to use a fair and accountable competitive process in procuring goods and services for the Project where the value (including GST/HST) of the goods and services is below \$25,000.
32. All goods or services contracts, regardless of their value, entered into between the RECIPIENT and
- (a) an officer or director of the RECIPIENT;
 - (b) a member of the immediate family member of an officer or director of the RECIPIENT, or;
 - (c) a business in which an officer or director 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.
33. The RECIPIENT agrees to inform Canada of any such proposed contract and to provide a copy of the proposed contract, and such other information concerning the proposed contract, as may be reasonably requested by Canada. It is understood and agreed by the RECIPIENT that the Eligible Costs of such goods or services shall not exceed fair market value. If requested by Canada in writing, the RECIPIENT shall also ensure that Canada has a right of access to the relevant records of the supplying entity for the purpose of verifying the amount of the cost claimed by the RECIPIENT, and Canada is not obliged to consider the eligibility of any such cost unless access to such records is provided.

SUBCONTRACTING

34. The RECIPIENT shall not subcontract the performance of any of its duties or responsibilities in carrying out the Project to a third 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 specified duties or activities. In addition, the RECIPIENT acknowledges and agrees that it is not entitled to claim reimbursement for any subcontracting costs unless those costs have been specifically identified and included as Eligible Costs of the Project in Schedule B to this Agreement.

DISPOSITION OF ASSETS

35. The RECIPIENT shall preserve any capital assets acquired with the contribution and use them for the purposes of the Project during the Project Period unless Canada authorizes their disposition.
36. In regard to any assets costing \$1,000 or more that have been preserved by the RECIPIENT, the RECIPIENT recognizes that, either at the end of the Project Period, or upon termination of this Agreement, if earlier, Canada may, at its discretion:
 - a) direct that the capital assets be sold at fair market value and that the funds realized from such sale be applied to the Eligible Costs of the Project to offset Canada's contribution;
 - b) direct that the capital assets be turned over to another organization designated or approved by Canada; or
 - c) direct that the capital assets be disposed of in such other manner as may be determined by Canada.
37. Where a direction is made under section 36, the RECIPIENT undertakes and agrees to comply with such direction.

DEFAULT

38. (1) The following constitute events of default:
 - a) the RECIPIENT becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
 - b) an order is made or resolution passed for the winding up of the RECIPIENT, or the RECIPIENT is dissolved;
 - c) the RECIPIENT ceases to operate;
 - d) the RECIPIENT is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this Agreement;
 - e) the RECIPIENT, in support of its application for the contribution or in connection with this Agreement, has made false or misleading representations or statements, or provided false or misleading information to Canada;
 - f) in the opinion of Canada, the RECIPIENT has failed to proceed diligently with the Project, including, but not limited to, failure to meet deadlines or milestones stipulated in this Agreement except where such failure is due to causes which, in the opinion of Canada, are beyond the control of the RECIPIENT;
 - g) in the opinion of Canada, there is a material adverse change in risk in the RECIPIENT's ability to carry out the Project.
- (2) If
 - a) an event of default specified in paragraph (1)(a), (b) or (c) has occurred, or
 - b) an event of default specified in paragraph (1)(d), (e), (f) or (g) has occurred and has not been remedied within 15 days of receipt by the RECIPIENT of written notice of default or within such longer period as Canada may allow, 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. Upon termination of the Agreement, 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.

RIGHT OF EARLY TERMINATION OF AGREEMENT

39. (1) Either party may, at any time, terminate this Agreement, without cause, upon not less than three (3) months written notice of intention to terminate.
- (2) In the event of a termination notice being given by Canada under this section:
 - a) the RECIPIENT shall make no further commitments in relation to the use of the contribution and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - b) all Eligible Costs incurred by the RECIPIENT up to the date of termination, not exceeding the maximum amount of Canada's contribution payable under this Agreement, will be paid by Canada, including incidental expenses incurred by the RECIPIENT related to cancellation or cessation of obligation involved in the termination of the Agreement; provided that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the RECIPIENT, and are reasonable and properly attributable to the termination of the Agreement; and
 - c) the amount of any contribution funds which remain unspent shall be promptly repaid to Canada.

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40. The RECIPIENT shall negotiate all contracts related to the Project, including subcontracts and employment contracts, on terms that will enable the RECIPIENT to cancel same upon conditions and terms which 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 in the event of a termination of this Agreement.

NOTICES

41. (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 if personally delivered or sent by mail, courier service, fax or e-mail at the postal address, fax number or e-mail address, as the case may be, of the receiving party as shown in subsection (3). If there is any change to the postal address, fax number, e-mail address or contact person of a party, the party concerned shall notify the other in writing of the change.

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

(3) Any notices, reports, information, correspondence or other documents shall be addressed to:

In case of Canada

Name:

Title: Project Officer

Address: Place du Portage, Phase IV
140 Promenade du Portage
6th floor, 6A ????
Gatineau, Québec
K1A 0J9

Tel:

Fax: 819-994-4211

E-mail:

In case of the RECIPIENT

Name: _____

Title: _____

Address: _____

Fax: _____

E-mail: _____

PUBLIC ACKNOWLEDGEMENT OF CANADA'S CONTRIBUTION

42. 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.

43. The RECIPIENT shall notify Canada (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.

44. The RECIPIENT shall notify Canada (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.

45. 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.

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

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

LOBBYIST'S REGISTRATION AND LOBBYIST'S CONTINGENCY FEES

48. (1) The RECIPIENT declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement and who is required to be registered pursuant to the *Lobbying Act* R.S. 1985 c. 44 (4th Supplement), as amended from time to time, was registered pursuant to that Act at the time the lobbying occurred.

(2) The RECIPIENT certifies that it has not directly or indirectly paid or agreed to pay, and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person other than an employee acting in the normal course of his or her duties.

(3) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Agreement shall be subject to the records and audit provisions of this Agreement.

(4) If the RECIPIENT certifies falsely under this section or is in default of the obligations contained therein, Canada may either terminate this Agreement under the termination for default provisions of this Agreement or recover from the RECIPIENT by way of deduction from the contribution or otherwise the full amount of the contingency fee.

(5) For the purposes of this section,

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining this Agreement or negotiating the whole or any part of its terms;

"employee" means a person with whom the RECIPIENT has an employer-employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization, an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the *Lobbying Act* R.S. 1985 c. 44 (4th Supplement), as amended from time to time.

OFFICIAL LANGUAGES

49. The Recipient shall, where Canada deems appropriate:

- a) make any announcements to the public concerning the Project in both official languages;
- b) actively offer services relating to the Project to the public in both official languages;
- c) make available in both official languages any documents or other information relating to the Project that are intended for the information of, or use by the public;
- d) encourage members of both official languages communities to participate in the Project; and
- e) provide its services, when appropriate, in such a manner as to address the needs of both official languages communities.

INDEMNIFICATION

50. The RECIPIENT shall, both during and following the expiry or termination of this Agreement, indemnify and save Canada, its employees and agents, 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 officers, directors, employees, contractors or agents 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 or suffered as a result of the performance of the Project or any part thereof, except that Canada shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada.

INSURANCE

51. Subject to section 52, the RECIPIENT shall ensure that it has adequate liability insurance covering everyone on the Project including employees, directors and officers and volunteers.
52. The RECIPIENT agrees to procure, at its expense, a policy of comprehensive general liability insurance coverage for the Project administrative staff and the RECIPIENT. Canada makes no warranty or representation as to the adequacy of the coverage of the policy with respect to the Project. However, it is understood and agreed that the RECIPIENT shall be solely responsible for determining the adequacy with respect to the Project and for obtaining such additional insurance as may be required in relation to the Project. The reasonable cost of such additional insurance is eligible for reimbursement by Canada as an Eligible Cost under the Agreement.
53. On the signing of this Agreement and within 30 days after any subsequent change or renewal of its insurance coverage, the RECIPIENT shall certify to Canada that it has obtained the insurance coverage required under

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section 52. The RECIPIENT shall notify Canada forthwith of any lapse or termination of any such insurance coverage.

NON-LIABILITY OF CANADA

54. (1) This Agreement is an agreement for a financial contribution to the Project only, not a contract for services or a contract of service or employment. Canada's responsibilities with respect to the Project are limited to providing financial assistance to the RECIPIENT towards the Eligible Costs of the Project. The parties hereto agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them.

(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 and Canada shall have no responsibility for any costs incurred before or after the Project Period or that exceed the maximum contribution payable under the Agreement.

(3) Canada shall not be liable for any loan, capital lease or other long term obligation entered into by the RECIPIENT in relation to the Project.

(4) Canada shall not be liable for any injury to or loss suffered by the RECIPIENT or any employee, officer, agent or contractor of the RECIPIENT, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Project or to the performance of any of the RECIPIENT's obligations relating thereto under this Agreement.

(5) The management, supervision and control of the employees of the RECIPIENT are the sole and absolute responsibility of the RECIPIENT. The RECIPIENT shall be solely responsible for any and all payments and deductions required by law to be made in respect of its employees, including those required for Canada Pension Plan, employment insurance, workers' compensation and income tax.

LICENSES AND PERMITS FOR PROJECT ACTIVITY AND COMPLIANCE WITH LAWS

55. The RECIPIENT shall obtain, prior to the commencement of the Project, all permits, licences, consents and other authorizations deemed necessary to execute the Project.

56. The RECIPIENT shall carry out the Project in compliance with all applicable federal, provincial and territorial statutes and regulations, as well as municipal by-laws.

CONFLICT OF INTEREST

57. No member of the House of Commons or Senate shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

58. It is a term of this Agreement that no individual, for whom the post-employment provisions of the *Conflict of Interest Act*, S.C. 2006, c. 9, s.2 or the *Values and Ethics Codes for the Public Service* apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

NEPOTISM

59. (1) No cost incurred in relation to, or wages paid to a third party (participant, administrative staff, research subject, or any other party) who is a member of the immediate family of the RECIPIENT is eligible for reimbursement under this Agreement unless CANADA is satisfied that the participation, recruitment or hiring of that third party was not the result of favoritism by reason of membership in the immediate family of the RECIPIENT.

(2) Where the RECIPIENT is a corporation, a charitable or non-profit organization, an unincorporated association or a business, no cost incurred in relation to, or wages paid to a third party who is a member of the immediate family of an officer or a director of the RECIPIENT, is eligible for reimbursement unless CANADA is satisfied that the participation of that third party was not the result of favoritism by reason of membership in the immediate family of the RECIPIENT or officer or director of the RECIPIENT.

(3) For the purpose of this section, the term "immediate family" refers to the father, mother, step-father or step-mother (mother or father's second spouse), foster parent, brother, sister, spouse (including common-law spouse), spouse's child (including a common-law spouse's child), the son-in-law or daughter-in-law, the ward, the spouse's father, the spouse's mother or a parent residing permanently with the RECIPIENT or an officer or director of the RECIPIENT, whichever it may be.

NO INDUCEMENT

60. The RECIPIENT declares that no bribe, gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of the federal government or to a member of the family of such a person with a view to influencing the decision of Canada to enter into the Agreement or the administration of the Agreement.

ACCESS TO INFORMATION

61. Subject to the *Access to Information Act*, RSC 1985, chapter A-1, all information pertaining to the contribution provided under this Agreement is public information and may be disclosed to third parties upon request under the *Act*.

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PROTECTION OF PRIVACY

62. (1) The collection, use, disclosure, conservation or disposal of personal information is subject to the statutes and regulations governing each party's obligations in regard to the protection of personal information.

(2) All personal information collected by the RECIPIENT must be treated in a confidential manner, and the RECIPIENT must take all measures reasonably necessary, including measures prescribed by Canada, in order to guard this information against unauthorized dissemination or disclosure.

DISPUTE RESOLUTION

63. Canada and the RECIPIENT agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having to resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

64. Canada and the RECIPIENT agree that nothing contained in section 63 shall affect, alter or modify the rights of Canada under the event of default provisions in section 38 of this Agreement.

AMENDMENT

65. No amendment of any of the terms or provisions of this Agreement is valid unless it is in writing and signed by both parties.

NON-ASSIGNMENT OF AGREEMENT

66. The RECIPIENT shall not assign this Agreement or any part thereof.

APPLICABLE LAW

67. This Agreement shall be governed by and construed in accordance with the laws of Canada and of the province or territory of _____.

WARRANTY OF AUTHORITY

68. The RECIPIENT warrants that its representative(s) who sign(s) this Agreement on behalf of the RECIPIENT has (have) the authority to sign the Agreement and agrees to provide Canada with such evidence of that authorization as Canada may reasonably require.

LIABILITY OF SIGNATORIES - UNINCORPORATED ASSOCIATION

69. If the RECIPIENT is an unincorporated organization, it is understood and agreed by the persons signing this Agreement on behalf of the RECIPIENT that, in signing this Agreement in their capacity of representatives of the RECIPIENT, they shall be personally, jointly and severally liable for all obligations of the RECIPIENT under this Agreement, including payment of any debt that may become owing to Canada under this Agreement.

ENTIRE AGREEMENT

70. This Agreement, including Schedules A, B, C and D attached hereto, constitutes 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 in the event of conflict.

COMING INTO FORCE AND DURATION OF AGREEMENT

71. This Agreement shall be in force and effect when signed by both parties. In case of termination of this Agreement, the obligations of the RECIPIENT in sections 4, 22, 28, 36, 50 and 54 and in subsections 16(2) and 48(4) of this Agreement shall survive and remain in force until they are satisfied or by their nature expire.

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Project Number:
Amendment Number:

SIGNED ON BEHALF OF: _____
(TYPE NAME OF ORGANIZATION)

Per _____
TYPE NAME OF SIGNATORY AND POSITION Date

Per _____
TYPE NAME OF SIGNATORY AND POSITION Date

SIGNED ON BEHALF OF HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the
Minister of Human Resources and Skills Development Canada.

Per _____
Barbara Lawless, Director General Date



SCHEDULE A
PROJECT DESCRIPTION

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OBJECTIVES

ACTIVITIES

EXPECTED RESULTS

DELIVERABLES AND TIMELINES

BENEFICIARIES

SIGNATURES OF SIGNATORIES TO THE AGREEMENT

RECIPIENT	DATE	RECIPIENT	DATE	CANADA	DATE



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SCHEDULE B

ELIGIBLE COSTS

1. Subject to the conditions in this section and sections 2 to 6 of this Schedule, the costs set out in the Project Budget below are Eligible Costs for the purposes of this Agreement, subject to change only with CANADA'S written approval. For greater certainty, any costs not specifically listed in the Project Budget shall be ineligible unless authorized in writing by CANADA prior to being incurred. Eligible Costs can be listed or described generically or very specifically but should relate to the contribution options being used. The listing will vary from project to project.

If limits are to be set on contributions to specific cost categories, the listing should include an estimate of the maximum contribution permitted for each cost category.

Where there is a cost sharing with the RECIPIENT or other partners, either on a straight % basis of all costs or with certain costs being funded by one party and other costs being funded by the RECIPIENT and/or other partners, those costs should be clearly delineated on this Schedule.

2. When applicable to the Project, travel, meals and accommodation costs will be reimbursed at rates not exceeding the rates for public servants set out in the Travel Directive of the Government of Canada's Treasury Board.
3. Costs are eligible costs only if they are, in the opinion of CANADA,
 - (a) directly related to the Project activities, and
 - (b) reasonable.
4. (1) Only those costs with respect to which the RECIPIENT has incurred an obligation during the Project Period and received goods and services by the end of the Project Period are Eligible Costs. No costs incurred prior to or following the Project Period are Eligible Costs.

(2) If under the terms of this Agreement, the RECIPIENT is required to provide to CANADA a follow-up evaluation following the expiry of the Project Period and if the cost of the follow-up evaluation is otherwise an eligible cost, the cost of the follow-up evaluation is an eligible cost notwithstanding that it is incurred outside the Project Period
5. The portion of the cost of any goods and services purchased by the RECIPIENT for which the RECIPIENT may claim a GST/HST input tax credit or rebate is excluded from Eligible Costs and not eligible for reimbursement under this Agreement. The RECIPIENT shall, as far as reasonable and practical, take advantage of any GST/HST rebates or input tax credits that may be available to the RECIPIENT.
6. The portion of any cost in respect of which the RECIPIENT has, or is entitled to receive a contribution from another level of government or other source is not eligible for reimbursement.

BUDGET FLEXIBILITY

7. The Recipient may, except in cases specified in section 8, make adjustments to its allocation of funds between any of the expenditure categories identified in the Project Budget without having to obtain Canada's approval, provided the adjustments do not result in an increase to the amount set out in section 10. However, where the Recipient makes an adjustment allowed by this section, it shall notify Canada promptly in writing of the adjustment.
8. The Recipient shall obtain Canada's written approval prior to making an adjustment to the Project Budget that:
 - a) increases or decreases by any amount the subtotal amount budgeted for any expenditure category of the Project Budget identified with an asterisk (*); or
 - b) increases or decreases the subtotal amount of any other expenditure category, by more than 10%.
9. Written approval by Canada of adjustments under section 8 may be required by Canada to be documented by way of a formal amending agreement signed by both parties.

TOTAL MAXIMUM CONTRIBUTION OF CANADA

10. The maximum amount of CANADA's contribution in respect of the Eligible Costs of the Project is \$_____.

FISCAL YEAR BREAKDOWN

11. Notwithstanding section 10, the estimated amount of the contribution to be disbursed by CANADA in each fiscal year of the Project Period is as follows:
 - In fiscal year 20__-20__ \$
 - In fiscal year 20__-20__ \$
 - In fiscal year 20__-20__ \$

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Project Number:
Amendment Number:

PROJECT PERIOD

12. For the purposes of this Agreement, the Project Period is the period commencing **(date in bold)** and ending **(date in bold)**.

DECLARATION REGARDING OTHER SOURCES OF FINANCIAL ASSISTANCE FOR THE PROJECT*

*[*Sections 13 to 15 are applicable only to agreements where the contribution is in excess of \$100,000. Cross out if not applicable].*

[Option 1- where funding from Canada is the only source of financial assistance for the Project.]

13. The RECIPIENT declares that the contribution provided under this Agreement is the only financial assistance for the Project it has received or expects to receive from any level of government (federal, provincial or municipal) or from any other source.

[Option 2- where there are other sources of financial assistance for the Project.]

14. The RECIPIENT declares that it has received or is entitled to receive the following financial assistance for the Project from other sources:

- a) \$ _____ from _____
- b) \$ _____ from _____
- c) \$ _____ from _____
- d) \$ _____ from _____
- e) \$ _____ from _____

15. The RECIPIENT agrees to inform CANADA promptly in writing of any additional financial assistance to be received for the Project other than that referred to in section 14.

16. Third party funding for complementary programming may be used by the Recipient to increase the level of activities provided under this Agreement. In the event that actual total government assistance exceeds 100% of eligible expenditures, the Recipient will be required to repay Canada on a pro-rated basis (based on total assistance received) so that the stacking limit is not exceeded. Upon receipt of notice to repay under this section, the Recipient agrees to repay the amount as a debt due to Canada.

17. At the end of the Project Period, the RECIPIENT shall provide CANADA with a statement signed by a senior official of the RECIPIENT, certifying the amounts of financial assistance for the Project actually received from other sources.

PROJECT BUDGET

18. Eligible Costs are as follows:

PROJECT COSTS:

A. Activity Related Direct Project Costs:

Staff Wages *:

Professional fees:

Travel:

Capital Assets (list all intended capital purchases) *:

General Activity Direct Project Costs:

Participant Related Direct Project Costs:

Other Participant Related Project Costs:

B. ADMINISTRATIVE COSTS *:

TOTAL HRSDC COSTS:

SIGNATURES OF SIGNATORIES TO THE AGREEMENT

_____ RECIPIENT	_____ DATE	_____ RECIPIENT	_____ DATE	_____ CANADA	_____ DATE
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SCHEDULE C

TERMS OF PAYMENT

ADVANCE PAYMENTS BASED ON 2 INSTALLMENTS

Advance payment based on two installment clauses:

1. Upon receipt of a forecast of cash flow requirements satisfactory to Canada in form and detail, Canada will make an initial advance of 90% of its total maximum contribution.
2. The remainder of the contribution will be paid on completion of the Project and following receipt and verification of a final claim for payment accompanied by:
 - a) Receipt and verification of a final payment claim for accompanied by a detailed list of all Eligible Costs incurred and paid by the RECIPIENT and a statement certifying that all Eligible Costs claimed are in accordance with the Agreement;
 - b) Receipt of any auditor's report or other report that may be required by Canada to be submitted by the RECIPIENT under the terms of this Agreement;
 - c) Receipt of a final Activity Report of activities conducted under the Project, including fulfilled Project objectives and accounting variances if any; and
 - d) Receipt of final project product if any.

SIGNATURES OF SIGNATORIES TO THE AGREEMENT					
_____ RECIPIENT	_____ DATE	_____ RECIPIENT	_____ DATE	_____ CANADA	_____ DATE



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**SCHEDULE C
TERMS OF PAYMENT**

QUARTERLY ADVANCE PAYMENTS

Quarterly advance payment clauses:

1. Upon receipt of a forecast of cash flow requirements satisfactory to Canada in form and detail, Canada will make an initial advance covering the RECIPIENT's estimated financial requirements for the first quarter of the Project Period.
2. Upon receipt of an updated forecast of cash flow requirements satisfactory to Canada in form and detail following the initial advance payment, Canada will, subject to sections 3 and 4, make quarterly advances of its contribution under this Agreement. Each advance shall cover the RECIPIENT's estimated financial requirements for each quarter.
3. Payment of the advance for each subsequent quarter is conditional upon the submission by the RECIPIENT of a financial claim, in a form satisfactory to CANADA and certified by an officer of the RECIPIENT approved by CANADA. Each financial claim shall contain the following information in respect of the advance payment period ending one payment period prior to the period for which the advance in question is to be paid:
 - a) Receipt of a detailed list of the Eligible Costs incurred and paid by the RECIPIENT and a statement certifying that all Eligible Costs claimed are in accordance with the Agreement; and
 - b) Receipt of an Activity Report of activities conducted during the quarter.
4. Final payment will be made following:
 - a) Receipt and verification of a final Payment Claim accompanied by a detailed list of all Eligible Costs incurred and paid by the RECIPIENT and a statement certifying that all Eligible Costs claimed are in accordance with the Agreement;
 - b) Receipt of any auditor's report or other report that may be required by Canada to be submitted by the RECIPIENT under the terms of this Agreement;
 - c) Receipt of a final Activity Report of activities conducted under the Project, including fulfilled Project objectives and accounting variances if any; and
 - d) Receipt of final project product if any.

SIGNATURES OF SIGNATORIES TO THE AGREEMENT					
_____ RECIPIENT	_____ DATE	_____ RECIPIENT	_____ DATE	_____ CANADA	_____ DATE





**SCHEDULE C
TERMS OF PAYMENT**

MONTHLY ADVANCE PAYMENTS

Monthly advance payment clauses:

1. Upon receipt of a forecast of cash flow requirements satisfactory to Canada in form and detail, Canada will make an initial advance covering the RECIPIENT's estimated financial requirements for the first month of the Project Period.
2. Upon receipt of an updated forecast of cash flow requirements satisfactory to Canada in form and detail following the initial advance payment, Canada will, subject to sections 3 and 4 make monthly advances covering the RECIPIENT's estimated monthly financial requirements.
3. Payment of the advance for each subsequent month is conditional upon the submission by the RECIPIENT of a financial claim, in a form satisfactory to CANADA and certified by an officer of the RECIPIENT approved by CANADA. Each financial claim shall contain the following information in respect of the advance payment period ending one payment period prior to the period for which the advance in question is to be paid:
 - a) Receipt of a detailed list of the Eligible Costs incurred and paid by the RECIPIENT and a statement certifying that all Eligible Costs claimed are in accordance with the Agreement;
 - b) Receipt of an Activity Report of activities conducted during the period; and
4. Final payment will be made following:
 - a) Receipt and verification of a final Payment Claim accompanied by a detailed list of all Eligible Costs incurred and paid by the RECIPIENT and a statement certifying that all Eligible Costs claimed are in accordance with the Agreement;
 - b) Receipt of any auditor's report or other report that may be required by Canada to be submitted by the RECIPIENT under the terms of this Agreement;
 - c) Receipt of a final Activity Report of activities conducted under the Project, including fulfilled Project objectives and accounting variances if any; and
 - d) Receipt of final project product if any.

SIGNATURES OF SIGNATORIES TO THE AGREEMENT					
RECIPIENT _____	DATE _____	RECIPIENT _____	DATE _____	CANADA _____	DATE _____



**SCHEDULE C
TERMS OF PAYMENT**

PROGRESS PAYMENTS

Progress payment clauses:

1. Canada will reimburse the RECIPIENT in respect of the Eligible Costs incurred on the basis of written claims which shall:
 - a) be made monthly / quarterly;
 - b) provide a detailed list of the Eligible Costs incurred and paid during the period claimed;
 - c) include a statement signed by an officer of the RECIPIENT or other person satisfactory to Canada, certifying that all Eligible Costs claimed are in accordance with the Agreement
 - d) be supported by such substantiating documentation as may be required by Canada, including copies of related invoices, receipts and, if applicable, payroll records; and
 - e) be accompanied by a Activity Report on the progress of the Project describing the work completed to date.

2. The RECIPIENT shall, if required by CANADA to do so, furnish CANADA with a revised forecast of cash flow requirements.

3. Final payment of the contribution will be made following:
 - a) Receipt and verification of a final Payment Claim accompanied by a detailed list of all Eligible Costs incurred and paid by the RECIPIENT and a statement certifying that all Eligible Costs claimed are in accordance with the Agreement;
 - b) Receipt of any auditor's report or other report that may be required by Canada to be submitted by the RECIPIENT under the terms of this Agreement;
 - c) Receipt of a final Activity Report of activities conducted under the Project, including fulfilled Project objectives and accounting variances if any; and
 - d) Receipt of final project product if any.

SIGNATURES OF SIGNATORIES TO THE AGREEMENT					
_____ RECIPIENT	_____ DATE	_____ RECIPIENT	_____ DATE	_____ CANADA	_____ DATE



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SCHEDULE C
TERMS OF PAYMENT

ADVANCE PAYMENTS BASED ON DELIVERABLES

Advance payment based on deliverable clauses:

Instalments are conditional upon the submission by the RECIPIENT of the agreed upon milestones and certified by an officer of the RECIPIENT approved by CANADA.

Milestones Description:

1. Upon Signature of the agreement

First Instalment Amount (20% of the estimated maximum contribution): \$

2. Receipt of Methodology report

Estimated date of delivery: _____
Second Instalment Amount (30% of the estimated maximum contribution): \$

3. Receipt of a draft report to evaluate progress

Estimated date of delivery: _____
Third Instalment Amount (40% of the estimated maximum contribution): \$

4. Receipt of a final report

Estimated date of delivery: _____
Last Instalment Amount (10% of the estimated maximum contribution): \$

Verification of eligibility and entitlement may also be undertaken after instalments have been processed.

SIGNATURES OF SIGNATORIES TO THE AGREEMENT					
RECIPIENT	DATE	RECIPIENT	DATE	CANADA	DATE



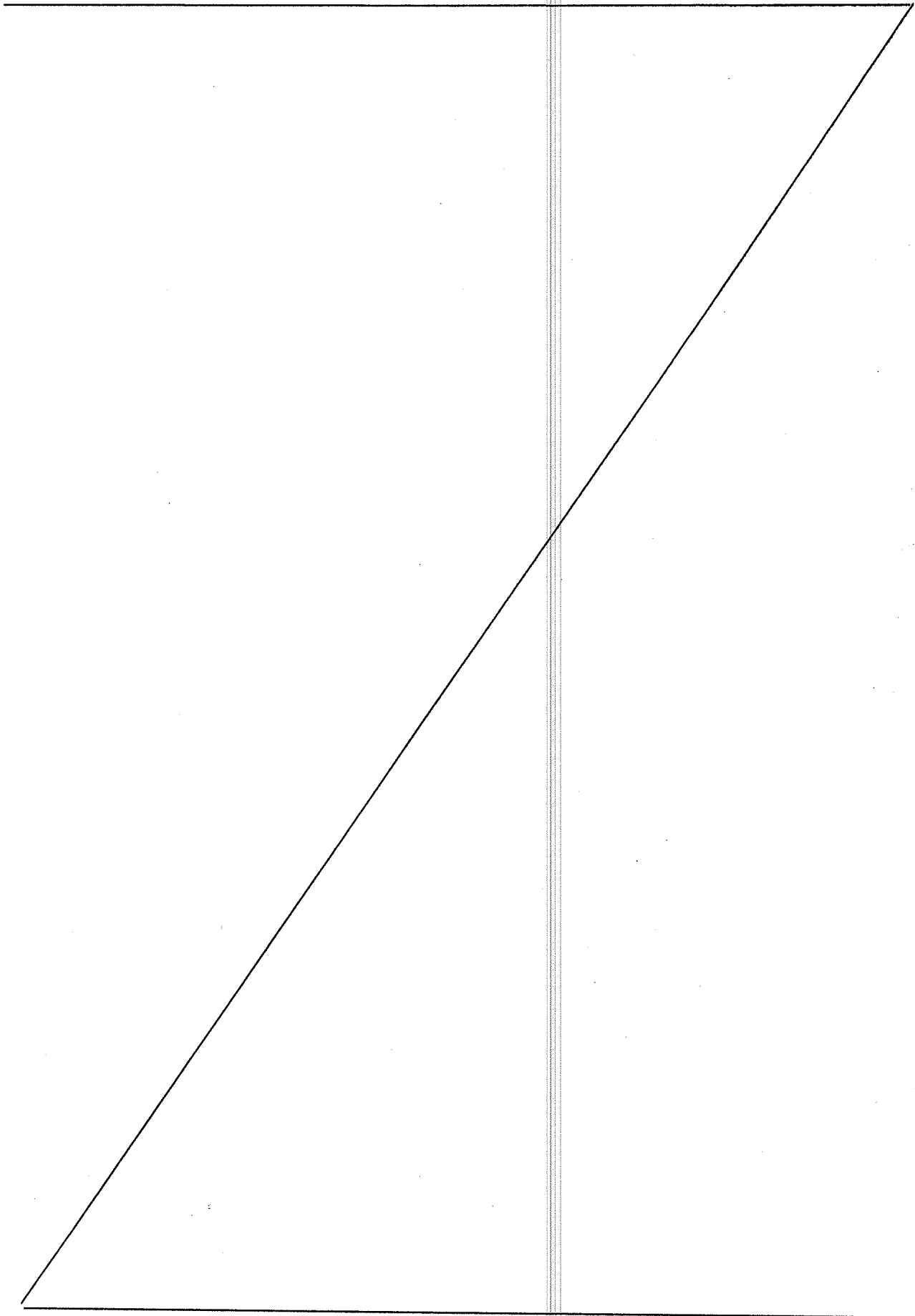


SCHEDULE D
ADDITIONAL CONDITIONS

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SIGNATURE OF SIGNATORIES TO THE AGREEMENT

RECIPIENT _____	DATE _____	RECIPIENT _____	DATE _____	CANADA _____	DATE _____
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