**ENGAGING SENIORS PROGRAM**

# Contribution Agreement

Between

His Majesty the King in r as

represented by **the Minister of Employment and Social Development**

And

**ABC Consulting Ltd.**





# Articles of Agreement

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:

## Agreement

* 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:
     1. These Articles of Agreement;
     2. Schedule A – entitled “Project Description” and
     3. Schedule B – entitled “Financial Provisions”

## Interpretation

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

 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;



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



means the communication of information, internally or publicly, by the Recipient that is targeted to audiences, other than the media in support of the delivery of the Project;



 means any message conveyed in Canada or abroad and paid for by the Recipient for placement in media, including but not limited to newspapers, television, radio, cinema, billboards, mobile devices, the Internet, social media, paid placement such as pay-per-click advertising, branded content and display ads, and any other digital medium;

means the project described in Schedule A;

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

### Public Announcement



media by Canada, the Recipient or by an entity with whom the Recipient has an agreement in relation to the Project or the funding of the Project by Canada and includes but is not limited to press releases, statements, interviews, speaking engagements and official ceremonies; and

 means Monday through Friday except statutory holidays.



## Effective Date and Survival of Provisions

* 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.
  2. The following provisions which are expressly identified as surviving this Agreement shall survive the expiry of this Agreement and shall continue in full force and effect: article 9, Project Records   s Right to Audit; article 12, Inquiry by the Auditor General of Canada; article 13, Final Report; article 14, Evaluation; article 17, Indemnification; article 24 Disposition of Capital Assets; and article 29, Enurement.

## Purpose of the Contribution

* 1. **** 

Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.

* 1. **Canada’s Contribution**
  2. 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



section 1.1 of Schedule B.

* 1. 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.

## Appropriation

* 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.

## Reduction or Termination of Funding

* 1. If
     1. the Program named in this Agreement is cancelled,
     2. 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
     3. 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 this Agreement.

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

* 1. 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.

## Recipient Declarations

* 1. The Recipient
     1. 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

named in this Agreement,

* + 1. 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
    2. 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.
  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 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.

## Project Records

* 1. The Recipient shall
     1. 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,
     2. keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and
     3. 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.
  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.
  3. ****  



* 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



accounts and records. The Recipient shall also provide Canada with such additional information as Canada may require with reference to such books and records.

## Financial and Activity Monitoring

* 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.

## Inquiry by the Auditor General of Canada

* 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.

## Final Report

* 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.

## Evaluation

* 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:
     1. participate in any survey, interview, case study or other data collection exercise initiated by Canada; and
     2. 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.
  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



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.

## Contracting Procedures

* 1. Contracting
     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 (before taxes). The Recipient must not unnecessarily divide a requirement for goods or services into a number of smaller contracts to avoid this requirement.
  2. Restrictions Regarding Non-Arms-Length Contracts
     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
        1. an officer, director or employee of the Recipient,
        2. a member of the immediate family of an officer, director or employee of the Recipient,
        3. a business in which an officer, director or employee of the Recipient, or a member of their immediate family, has a financial interest, or
        4. 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.

* + 1.    -father,



step-mother, brother, sister, spouse (including common law partner), child, step-child (including child of common law partner), ward, father-in-law, mother-in-law or relative permanently residing in the household of the officer, director or employee.

* 1. Restrictions Regarding Sub-contracting of Recipient Duties or Responsibilities
     1. 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.

## Termination of Agreement

* 1. Termination for Default
     1. The following constitute Events of Default:

1. the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
2. the Recipient ceases to operate;
3. the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
4. 



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

1. in the opinion of Canada, there is a material adverse change in risk

e the



expected results of the Project set out in Schedule A.

* + 1. If

1. an Event of Default specified in paragraph (1)(a) or (b) occurs; or
2. 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.

* + 1. 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.
    2. 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.
  1. Termination for Convenience
     1. Canada may also terminate this Agreement at any time without cause upon not less than ninety (90) days written notice of intention to terminate.
  2. Obligations Relating to Termination under section 7.1 or 16.2 and Minimizing Cancellation Costs
     1. In the event of a termination notice being given by Canada under section

7.1 or 16.2,

1. 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
2. all Eligible Expenditures incurred by the Recipient up to the date of





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.

* 1. 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



16.3 in the event of a termination of this Agreement.

## Indemnification

* 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.

## Insurance

* 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.

## Relationship Between the Parties and Non-Liability of Canada

* 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



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.

* 1. 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.

## Conflict of Interest

* 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.
  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.
  3. ****



## Contribution

* 1. The Recipient, or any entity with whom the Recipient has an agreement in relation to the Project, must allow Canada sixty (60) calendar days from the date of signature of the Agreement to make a Public Announcement of the Project. During this 60-day period, the Recipient must not make any Public Announcements, deferring all questions to Canada. The Recipient may conduct Operational Communications during this time in compliance with section 21.4. After the expiry of the 60-day period or upon prior confirmation from Canada, the Recipient may make Public Announcements on the Project and commence Paid Advertising in accordance with the requirements in section 21.2 to 21.7 of this Agreement.
  2. The Recipient must notify Canada thirty (30) calendar days in advance of any initial and subsequent Public Announcements related to the Project. The

Recipient must cooperate with representatives of Canada during any Public Announcement of the Project. If Canada chooses to participate in a Public Announcement with the Recipient, Canada reserves the right to review and approve the time, place, communications products, and agenda of the ceremony.

* 1. The Recipient must provide Canada, twenty (20) calendar days in advance of a release, copies of any and all Paid Advertising, publications, and press releases planned by the Recipient related to the Project or, upon request by Canada, those planned by any entity with whom the Recipient has an agreement relating to the Project. Canada reserves the right to submit a ministerial quote for inclusion in any press release issued by the Recipient that refers to the Project or the funding of the Project.
  2. The Recipient must ensure recognition of the financial contribution of Canada is acknowledged in terms and in a form and manner satisfactory to Canada in any and all Public Announcements, Paid Advertising and public communications (including but not limited to websites, publications, press releases, presentations, reports, expositions and project signage) regarding the Project or the funding of the Project.
  3. The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its physical premises and digital online platforms as Canada may designate.
  4. The Recipient may be requested to participate in an interview or testimonial, which may be recorded, photographed, videotaped or published for use, in whole or in part, by Canada for the promotion of the Project, the Program or both.
  5. The Recipient must cease acknowledging Canada, including all uses of official government symbols, in relation to the Project upon the expiration of this agreement or the completion of Project activities, unless otherwise specified by Canada.

## Access to Information

* 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.

## Proactive Disclosure

* 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 Can  commitment to proactively disclose the awarding of grants and contributions.

## Disposition of Capital Assets

* 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.
  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:

selling it at fair market value and applying the funds realised from such sale to offset Canada's contribution to the Eligible Expenditures;

turning it over to another organization or to an individual designated or approved by Canada; or

disposing of it in such other manner as may be determined by Canada.

* 1. Where Canada elects to exercise its right under section 24.2, the Recipient agrees to comply with the related direction provided by Canada.
  2. For the p



collection of items which form one identifiable functional unit, that:

* + 1. is not physically incorporated into another product or not fully consumed by the end of the Project, and
    2. has a purchase or lease value of more than [$1,000 | $5,000]\* (before taxes),

**\*Instruction:** The selection applicable to the program only will be displayed here

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

## Intellectual Property

* 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.
  2. The license granted under section 25.1 shall be for the duration of the copyright and shall include:
     1. 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
     2. 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.
  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.
  4. Additionally, with respect to any work licensed under section 25.1, the Recipient:
     1. warrants that the work shall not infringe on the copyrights of others;
     2. agrees to indemnify and save harmless Canada from all costs, expenses and damages arising from any breach of any such warranty; and
     3. 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.
  5. The Recipient shall include in the final report for the Project, that the Recipient is required to submit to Canada under the terms of this Agreement, a copy of any work licensed under section 25.1.

## Notices

* 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.
  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.

## Dispute Resolution

* 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.
  2. If a dispute arises out of, or in connection with this agreement, the parties shall representatives as identified in Schedule A of this Agreement.
  3. The parties have twenty (20) business days from the date on which a party notifies the other party of the dispute to resolve the dispute. The parties may agree to an extension of this twenty (20) business day period. The Agreement shall be in writing and signed by a representative as identified by each of the parties listed in Schedule A in this agreement.
  4. If the parties are not able to resolve the dispute within the time specified in section 27.3 of this agreement, the parties agree to mediate the dispute.
  5. The parties have forty (40) business days starting on the date they agree to proceed to mediation to complete the mediation. The parties may agree to an extension of this forty (40) business day period. The Agreement shall be in writing and signed by each of the parties listed in Schedule A of this agreement.
  6. If the parties are not able to resolve a dispute via mediation in the time specified in section 27.5 of this agreement, the parties agree to arbitrate the dispute in accordance with the *Commercial Arbitration Act* (R.S.C.,1985, c. 17 (2nd supp.)) As amended from time to time.
  7. The provisions of this article 27.0 survive the termination of this agreement and remain in full force and effect.

## Assignment of the Agreement

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

## Enurement

* 1. This Agreement is binding upon and enures to the benefit of the parties and their respective successors, successors-in-title and permitted assigns.

## Compliance with Laws

* 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.Applicable Law
  2. 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.

## Severability

* 1. If any provision of this Agreement is held void or unenforceable as a result of the dispute resolution process under article 27.0 of this Agreement or by a court or tribunal of competent jurisdiction, the remainder of this Agreement shall be unaffected and each remaining provision of this Agreement shall be valid and be enforceable to the fullest extent permissible by law.

## Waiver

* 1. Failure by any Party to exercise any of its rights, powers, or remedies under this Agreement or its delay to do so does not constitute a waiver of those rights, powers, or remedies. Any waiver by either Party of any of its rights, powers, or remedies under this Agreement must be in writing; and, such a waiver does not constitute a continuing waiver unless it is so explicitly stated.

## Amendment

* 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.

## Unincorporated Association

* 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 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.

## Counterparts

* 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.

## Independent Legal Advice

* 1. The Parties acknowledge and agree that they have been given full opportunity to seek independent legal advice and if they chose to avail themselves of said opportunity, had independent legal advice to the full extent deemed necessary by each of them, and that they have not acted under any duress or undue influence in the negotiating, preparation and execution of this Agreement.

## [English Language

* 1. The parties agree that this Agreement shall be drafted in English only. Les parties à la présente entente elle soit rédigée en anglais seulement.] \*

## Signatures

Signed this 20th day of June, 2019

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

**Diana Prince Mel Blanc**

(Name, please print) (Name, please print)

Diana Prince Mel Blanc

(Signature) (Signature)

Executive Director VP Operations

(Position) (Position)

And signed this 15th of June, 2019

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

**John B Boss**

(Name, please print)

*John B. Boss*

(Signature)

Director General

(Position)

# Schedule A: Project Description

### Name of Recipient

**ABC CONSULTING LTD.**

### Project Title

**CONNECTING CITIZENS**

|  |  |
| --- | --- |
| **Recipient** | **Canada** |
| Complete address: | Complete address: |
| 201-123 Rockwood Avenue, Bedrock, AD X3Y 0H0 | 123 Sesame St., Bedrock, AD X3Y 2C3 |
| Primary contact:  Diana Prince | Primary contact:  Peter D Staff |
| Telephone number: 444-987-6543  Fax number:  444-987-6534  Email address: [dprince@abc.ca](mailto:dprince@abc.ca) | Telephone number 777-456-7890  Fax number:  777-456-5892  Email address: [p.staff@esdc.gc.ca](mailto:p.staff@esdc.gc.ca) |
| Secondary contact:  Mel Blanc | Secondary contact: Robbie Robertson |
| Telephone number:444-987-4567  Fax number:444-987-6534  Email address: [mblanc@abc.ca](mailto:mblanc@abc.ca) | Telephone number: 777-123-4567  Fax number: 777-123-3421  Email address: [r.robertson@esdc.gc](mailto:r.robertson@esdc.gc) . ca |

**Project Start Date** 2019-07-01 **Project End Date** 2020-03-31

### Total Number of Participants (if applicable):

**Project Description**

Objectives: From July 1, 2019, to March 31, 2020, ABC Consulting Ltd. will present the ‘Adopt-A-Grandparent Initiative’ to 4000 seniors and children in the town of Bedrock to encourage increased participation in the initiative that will lead to better engaged seniors in the community.

Activities:

ABC Consulting will provide the following activities:

Promote the project and presentations in the community Create and deliver presentations for seniors

Create and deliver presentations for children

Develop a brochure and fact sheet for ‘Adopt-A-Grandparent’ Initiative

Establish and utilize a promotional booth in various fairs, symposiums and community meetings

Conduct a “Kick-off Event” for promotional campaign

Build partnerships with community agencies that can support implementation of the initiative

Refer seniors to appropriate sources of assistance within the community

Milestones:

By September 30 - 3 partnership relationships with community agencies will have been solidified

By December 31 - 50% of the presentations will be delivered

By December 31- 10 fairs, symposiums and/or community meetings will be attended and presented

Expected Results:

* 20 presentations will be delivered to seniors
* 20 presentations will be delivered to children
* Participation in 15 fairs, symposiums and/or community meetings
* 2000 seniors will receive the presentation
* 2000 children will receive the presentation
* 5000 brochures and fact sheets will be produced and distributed

### Signatures

**Diana Prince Mel Blanc John B . Boss**

Recipient Recipient Canada

20 June, 2019 20 June, 2019 15 June, 2019

Date Date Date

# Schedule B: Financial Provisions

### Name of Recipient

**ABC CONSULTING LTD.**

### Project Title

**CONNECTING CITIZENS**

## Maximum Contribution of Canada

* 1. The total maxi 

Expenditures of the Project is $199,192.

* 1. 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:

 In Fiscal Year 2019/2020 $199,192

## Interest Earned on Contribution

* 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

ntribution 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.

## Repayment Requirements

* 1. Subject to section 3.2, 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:
     1. the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
     2. any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.
  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 * made pursuant to the *Financial Administration Act, R.S.C., 1985, c. F-11*. Interest is calculated and compounded monthly at 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.] \*

* 1. [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.] \*

## Other Sources of Funding\*

* 1. The Recipient declares that the funding received from Canada under this Agreement is the sole source of funding for the Project.
  2. The Recipient agrees to inform Canada promptly in writing of any change to the declaration made under section 4.1.
  3. 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.
  4. The Recipient agrees that where there is a change to the declaration made in section 4.1, including a change revealed through the statement required under section 4.3, 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.
  5. on already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 4.4, 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).



## Project Budget

* 1. The following is the Project Budget:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Cost Categories** | **ESDC** | **Other Sources Cash** | **Other**  **Sources**  **In-Kind** | **Total** |
| 1. Administrative Costs | 6,390 |  |  | 6,390 |
| a) Administrative Costs | 6,390 |  |  | 6,390 |
| b) Sub-project Administrative Costs (if applicable) | 0 |  |  | 0 |
| 2. Capital Costs |  |  |  | 4,500 |
| a) Facilities (if applicable) | 0 |  |  | 0 |
| b) Capital Assets | 4,500 |  |  | 4,500 |
| 3. Direct Costs | 188,302 |  |  | 188,302 |
| a) Staff Wages | 124,740 |  |  | 124,740 |
| c) Project Costs | 63,562 |  |  | 63,562 |
| d) Partnership Development (if applicable) | 0 |  |  | 0 |
| e) Child Care Costs (if applicable) | 0 |  |  | 0 |
| f) Sub-Project Costs (if applicable) | 0 |  |  | 0 |
| **TOTAL** | 199,192 |  |  | 199,192 |

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;**

**“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;**

**“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;**

## Budget Flexibility

* 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



However, where the Recipient makes an adjustment allowed by this section, it shall notify Canada promptly in writing of the adjustment.



adjustment to the Project Budget that:

* + 1. increases the subtotal amount budgeted for
       1. any cost category identified with an asterisk (\*) by any amount,\* or
       2. any other cost category by more than 10%;

or

* + 1. decreases the subtotal amount budgeted for
       1. any participant-related cost category by any amount, or
       2. any other cost category by more than 10%.

**6.2 (a)(i):** For additional information on budget flexibility, please refer to the Budget Flexibility Frequently Asked Questions.

* 1. 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.\*

## Conditions Governing the Eligibility of Expenditures

* 1. The expenditures set out in the Project Budget above are subject to the following conditions:
     1. expenditures must, subject to section 7.2, be incurred during the Project Period;
     2. expenditures must, in the opinion of Canada, be reasonable;
     3. the portion of the cost of any travel, meals and accommodation costs that exceeds the rates for public servants set out in the N 



for reimbursement;

* + 1. the portion of hospitality costs that exceed the rates set out in the Directive on the Management of Expenditures on Travel, Hospitality and Conferences, Appendix A,   Board is not eligible for reimbursement;
    2. 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;
    3. depreciation of capital assets is not eligible for reimbursement;
    4. fines and penalties are not eligible for reimbursement; and
    5. the costs of alcoholic beverages are not eligible for reimbursement.
  1. 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.

## Terms Of Payment

* 1. Subject to section 8.2, Canada will make payments of its contribution by way of advances payments. Each payment shall cover a quarterly  Project Period.
  2. (1) Subject to subsection (2), Canada may, at any time and in its sole discretion,
     1. change the basis of payments of its contribution to the Recipient to progress payments for any period during the Project Period,
     2. change the Payment Period to a monthly period, or
     3. change both (a) and (b).
     4. 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.
     5. For the purposes of this Schedule,

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

 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

, 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.

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

(a)



requirements for each Payment Period. Such estimate shall be based upon a Forecast of Project Expenditures 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



Period as approved by Canada following submission by the Recipient of the financial claim referred to in section 8.4.

* 1. (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:
     1. a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Payment Period;
     2. an updated Forecast of Project Expenditures, if requested by the program;
     3. an activity report describing the work completed on the Project during the Payment Period; and
     4. any supporting documentation relative to the financial claim that may be requested by Canada (e.g., a copy of the general ledger).

1. The Recipient shall submit the financial claim required under subsection
   1. no later than,
      1. if the Payment Period is monthly, fifteen (15) days following the Payment Period; and
      2. if the Payment Period is quarterly, thirty (30) days following the Payment Period.
   2. (1) Canada may withhold any advance payment due to the Recipient under this Agreement

(a) if the Recipient has failed to submit when due

* + 1. a financial claim under section 8.4; or
    2. any other document required by Canada under this Agreement; or

(b) 

records, should Canada decide to undertake such an audit.

* 1. 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 document required by Canada under this Agreement; or

(b) 

records, should Canada decide to undertake such an audit.

* 1. Canada may retain a holdback of an amount up to 10% of its maximum contribution at the end of the Project Period pending
     1. receipt and verification by Canada of a final financial claim for the last Payment Period where advances have been made,
     2. 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
     3. receipt of any other Project-related record that may be required by Canada.

### Signatures

**Diana Prince Mel Blanc John B. Boss**

Recipient Recipient Canada

20 June, 2019 20 June, 2019 15 June, 2019

Date Date Date