

CONTRIBUTION AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Canadian Heritage (hereinafter called “the Minister”
and including any person duly authorized to represent her).

AND:

THE TOWNSHIP OF NORTH HURON, a municipality duly incorporated under
the laws of the province of Ontario, having its head office at Wingham, represented by
the Chief Administrative Officer, hereinafter referred to as the “Recipient”.

The “Minister” and the “Recipient” are referred to individually as a “Party” or collectively as the “Parties”

WHEREAS the Minister is responsible for the Program entitled “Canada Cultural Spaces Fund”, hereinafter called
the “Program”;

WHEREAS the Recipient has submitted to the Minister a proposal for the funding of a Project called “*Renovation
of Blyth Memorial Community Hall: Home of the Blyth Festival*” which qualifies for support under the Program; and

WHEREAS the Minister wishes to provide financial assistance to support the project.

THEREFORE, in consideration of their respective obligations set out below, the parties agree to the following:

1. PURPOSE OF CONTRIBUTION

The Minister agrees to enter into this Contribution Agreement hereinafter referred to as “the Agreement”, in
order to grant financial assistance to the Recipient solely for the purpose of implementing the Project described
in Annex A of this Agreement entitled *Project Description, Specific Conditions and Budget*.

2. MAXIMUM AMOUNT OF CONTRIBUTION BY THE MINISTER

Subject to all terms and conditions indicated in this Agreement being met, the Minister agrees to contribute a
maximum amount of \$979,907 (or 50%) towards the eligible expenditures incurred by the Recipient, for
carrying out the project described in Annex A.

3. TERM

3.1 The present agreement will take effect on the date when all parties will have signed and will cease, subject
to its termination on a prior date, one year (365 days) after the expiration of the activity period as
indicated at section 3.2.

3.2 Subject to termination, the Agreement covers the activities described in Annex A of this Agreement for the
period commencing on 2016/04/01 and ending on 2018/03/31. Unless otherwise pre-authorized by the
Minister, only goods and services rendered within this time period shall be considered as eligible
expenses.

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

4. OBLIGATION TO INFORM THE PUBLIC

The Recipient hereby agrees that a public announcement with respect to this Agreement may be made by the
Minister in the form of a press release, press conference or otherwise and that all reasonable and necessary
assistance in the organization of the public announcement, as the Minister sees fit, shall be provided.

5. ACKNOWLEDGMENT

The Recipient must publicly acknowledge, in English and in French, the financial support received from the
Government of Canada, in all communication materials and promotional activities related to the Agreement,
such as advertising, promotional and program materials, public announcements, speeches, website, social
media, etc., as stated in Annex E of this Agreement. However, the Minister may deem advisable to withdraw
the requirement for recognition of the federal funding by the Recipient.

The Department’s *Guide on the Public Acknowledgment of Financial Assistance* will assist the Recipient in
complying with the requirements stated in Annex E of this Agreement. The Guide can be found at the following
address: <http://pch.gc.ca/pcc-ch/peaf-pafa/index-eng.cfm>.

6. NOTICE

Any notice, information or document required under this Agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by facsimile or email shall be deemed to have been received one (1) working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

To the Recipient:	To the Minister:
The Township of North Huron Post Office Box 90 Wingham, Ontario N0G 2W0	Department of Canadian Heritage 150 John Street, Suite 400 Toronto, Ontario M5V 3T6
Attention: Ms. Sharon Chambers Chief Administrative Officer Tel: 519-357-3550 Fax: 519-357-1110 Email: schambers@northhuron.ca	Attention: Violet Tam Administrative Assistant Tel: 416-973-6932 Fax: 416-954-2909 Email: violet.tam@canada.ca

7. DESCRIPTION OF THE AGREEMENT

This Agreement, including the following annexes that form an integral part of this Agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents. In the event of conflict or inconsistency between Annex A and Annexes B and C, Annex A will prevail.

- Annex A PROJECT DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET
- Annex B FINANCIAL CONDITIONS
- Annex C GENERAL TERMS AND CONDITIONS
- Annex D INTERIM OR FINAL ACTIVITY/RESULTS REPORT
- Annex E ACKNOWLEDGMENT
- Annex F CONFIRMATION OF SIGNING AUTHORITY

IN WITNESS WHEREOF, the parties hereto have signed this Agreement through duly authorized representatives.

Recipient

The Minister

Ms. Sharon Chambers
Chief Administrative Officer

Valerie Hopper
Program Manager

Signature

Date

Signature

Date

Witness

Witness

Name (Print)

Signature

Name (Print)

Signature

ANNEX A

PROJECT DESCRIPTION,
SPECIFIC CONDITIONS AND BUDGET

1. Description of the Recipient’s Project

The proposed project is a major refresh of the entire Memorial Town Hall facility, with targeted improvements to the key building systems that directly support the professional artistic programming undertaken by the Blyth Centre for the Arts. The project includes full HVAC upgrades, roof repairs, new seating, accessibility improvements to the lobby and visitor amenities, including washrooms, as well as significant technical upgrades to the lighting, sound and multimedia capabilities. As well, the project will address physical deficiencies in the current space, replacing the mainstage performance area flooring, reconfiguring the technical booth, and replacing the ageing lighting grid to a safe and properly secured set-up.

In the art gallery spaces, lighting and soundproofing upgrades will be undertaken, and integrated video projection technology will be installed to facilitate innovate digital programming.

2. Description of activities proposed by the Recipient

The Township of North Huron will:

- Upgrade key facility component, including new HVAC and roof, improved soundproofing and a new programmable security system;
- Make physical improvements to professional arts spaces, including a new stage, replacement of lighting grid, and reconfigured technicians booth;
- Purchase and install new seating for the main performance space;
- Make accessibility improvements to the lobby and washrooms;
- Purchase and install new lighting, sound and multimedia equipment.

3. Official Languages Requirements

€ “The Recipient will ensure that all temporary signage at the construction site is printed in both official languages.”

€ “The Recipient will ensure that members of the minority official language media (i.e., reporters) are invited to the launch of the project.”

4. Expected outcomes/results and how they will be measured

The project will result in:

- A fully-accessible professional arts facility;
- A capacity to support more sophisticated and diverse programming;
- Improved spaces for artists, technicians and staff;
- Improved safety and comfort in the facility.

The “Final Activity/Results Report” template will be provided to the organization by the Program Officer.

5. Specific conditions related to the Canada Cultural Spaces Fund

5.1 Eligible expenditure categories that are limited:

- 5.1.1 Administration Expenses:
 - Eligible administration expenses will be reimbursed up to the lesser of the amount (if specified) in the Budget or up to 5% of the total eligible expenditures (Column 4).

5.2 Insurance
(Not applicable to Provincial/territorial governments or municipal administrations and their agencies that self-insure).

The recipient will insure, at his own expense, and at an appropriate amount, all the movable and real property bought, built and/or renovated within the terms of this agreement or will make sure that such insurance coverage exists. The insurance policy shall cover the duration of the agreement and a period of at least seven (7) years following the termination of this agreement.

The recipient agrees to undertake in the one hundred eighty (180) days following a disaster, one of the following actions:

1. to make the repairs or renovations necessary to restore the capital asset to an equivalent condition;
2. to rebuild an equivalent capital asset; or
3. to purchase equivalent capital asset.

In the situation where the recipient would decide not to undertake one of the options previously stated, or if the Minister is of the opinion that the repaired, renovated, rebuilt or purchased good does not respect minimum

requirements, the Minister reserves the right to require the reimbursement of part or all of the contribution that has been paid out. In this case, the recipient shall make the required reimbursement within ninety (90) days following the receipt of a letter to this effect.

5.3 Federal, Provincial/Territorial and Municipal requirements

The recipient agrees to adhere to all federal and provincial/territorial environmental requirements as well as provincial/municipal fire and safety standards associated with this project.

6. Environmental Evaluation
Recipient’s General Obligation

The Recipient shall ensure that all activities and objectives subject to this Agreement comply with all federal, provincial/territorial and municipal laws and regulations and related laws or guidelines with respect to environmental matters. All other applicable legislative, regulatory and constitutional requirements still must be fulfilled

The Minister has determined that, based on the information available at the time of the commencement of this Agreement, no evaluation of environmental effects, in accordance with the *Canadian Environmental Assessment Act, 2012*, of the activities and objectives provided for under this Agreement is required. The Minister reserves the right to withhold funding under this Agreement if information becomes available that suggests an evaluation of environmental effects is required in accordance with the *Act* or that the activities provided for under this Agreement are likely to cause significant adverse environmental effects, or that steps are necessary to mitigate damage to the environment

7. Budget Breakdown and Eligible Expenditures

PROJECT REVENUES

PROJECT REVENUES		Project revised Budget
Canada Cultural Spaces Fund		\$979,907
Municipal		\$131,070
Blyth Arts & Culture Initiative 14/19 Inc.		\$848,837
TOTAL PROJECT REVENUES:		\$1,959,814

PROJECT EXPENDITURES

Column 1	Column 2	Column 3	Column 4	Column 5
Project Expenses by category	Total Project Costs	CCSF Eligible Expenditures Amount (Note 1)	CCSF Ineligible Expenditures Amount (Note 2)	Amount Approved
Capital Expenses Including Construction & Renovation (C/R) and Specialized Equipment (S/E)	\$1,959,814	\$1,959,814		\$979,907
TOTAL PROJECT EXPENSES	\$1,959,814	\$1,959,814		\$979,907

Note 1: Only eligible expenditures are subject to reimbursement under this Agreement.

Note 2: Only transfers within eligible expenditures are allowed under this Agreement. Please refer to Annex B, clause 5.

Note 3: Eligible in-kind expenditures must be considered for the government-stacking limit. However, in-kind expenditures will not be reimbursed by the Minister.

ANNEX B
FINANCIAL CONDITIONS

1. MAXIMUM AMOUNT OF CONTRIBUTION

- 1.1 Disbursements of the contribution to the Recipient will not exceed the following amount(s) or fifty per cent (50%) of the funding for the project, as per the payment breakdown and the eligible expenditures that will be incurred by the Recipient for the project.

Federal Government Fiscal Year 2016-17: \$631,907
Federal Government Fiscal Year 2017-18: \$348,000

- 1.2 The federal government's fiscal year starts on April 1st and ends on March 31st of the following calendar year. For each individual fiscal year, only the goods and services received by the Recipient between April 1st and March 31st of the following calendar year are eligible for the funding allocated for the applicable fiscal year.

- 1.3 The Recipient must confirm, in writings, expenses to be incurred for the government's current fiscal year and according to sections 1.1 and 1.2 above, no earlier than 60 days prior to the end of the federal government's fiscal year. In the event that the Recipient forecasts to incur fewer expenses than anticipated, the Minister will consider any request to adjust the following fiscal year's contribution allocation accordingly but the Minister will have no obligation to do so.

- 1.4 In the event that the project extends beyond the federal government's fiscal year and that the Recipient expects an unexpended balance to remain as at March 31st from advances received under this Agreement which the Recipient wishes to keep for the next fiscal year, the Recipient shall inform the Minister, in writing, no later than 30 days prior to the end of the federal government's fiscal year.

- 1.4.1 The Recipient shall submit a cash flow plan indicating how the unexpended balance will be disbursed during the period of April 1st until no later than September 30th of the following fiscal year.

- 1.4.2 If the Minister concurs with the plan, the Minister will authorize the Recipient, in writing, to retain a reasonable unexpended balance. Such an authorization, subject to the following conditions, will have the same value and the same effect as a formal amendment to this Agreement:

- 1.4.2.1 Any retained unexpended balance must be used to pay eligible costs under the terms of this Agreement; and

- 1.4.2.2 Any amount carried forward to the subsequent fiscal year must be spent by September 30th of that fiscal year. Any amount carried forward that remains unexpended after September 30th shall constitute a debt owing to Her Majesty and shall be repaid in October of that year. The Minister shall have the right to deduct the amount of the debt from any amount owing to the Recipient under this Agreement.

- 1.4.3 Should the cash flow plan not be approved, the unexpended balance shall constitute a debt owing to Her Majesty and the Recipient shall remit the unexpended balance by June 30th of the subsequent fiscal year. The Minister shall have the right to deduct the amount of the debt from any amount owing to the Recipient under this Agreement.

2. REDUCTION/TERMINATION OF THE AGREEMENT

- 2.1 Any payment made under this Agreement is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecasted program budget levels. Funding under this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the Program under which this Agreement is made.

- 2.2 In the event of a proposed reduction or termination of the funding of the Program under section 2.1 above, the Minister may, upon giving the Recipient written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the Program, the Minister shall reimburse the Recipient for any eligible costs incurred to the effective date of that notice. The funding obligations of the Minister shall cease at the end of the notice period.

3. SURPLUS

- 3.1 The Recipient acknowledges having disclosed to the Minister, as part of its application for funding under the Program, all proposed sources of funding, including cash and/or in-kind amounts from all levels of government and anticipated expenditures, for any activity or objective within the scope of the Project. These proposed sources of funding and anticipated expenditures are set out in the Budget attached in Annex A. The Recipient further acknowledges that the Minister's approval of funding for the Project was based in part on the representations set out in the Budget.

3.2 When submitting progress reports as required under article 6 of this Annex, the Recipient shall also declare any changes to the proposed sources of funding or expenditures for the Project.

3.2.1 If total federal, provincial and municipal government funding of the activities and objectives set out in the Project exceeds 100 per cent of the total cost to the Recipient for undertaking these activities and objectives unless the Minister requires the recipient to adjust its activities/results accordingly, the Recipient shall repay any excess to Canada. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty.

3.3 Notwithstanding 3.2.1 above, in the event that a surplus is realized at the end of the Project, the Minister may recover its share of the surplus based on its pro-rata share of the funding.

4. DESCRIPTION OF ELIGIBLE EXPENDITURES

4.1 The Recipient agrees that the Minister’s contribution will be applied to only those eligible expenditures described in Annex A of this Agreement.

4.2 Eligible in-kind expenditures will not be reimbursed, however they will be considered for the calculation of:

4.2.1 The government stacking limit.

4.2.2 The Minister’s maximum percentage share (identified in article 1.1 of this Annex) towards eligible expenditures.

5. TRANSFER OF FUNDS BETWEEN EXPENDITURE CATEGORIES

5.1 Except for the expenditure categories that are limited in Section 5.1 in Annex A of this Agreement, the Recipient may transfer funds amongst approved eligible expenditure categories, under the following circumstances:

5.1.1 after receiving written authorization from the Minister, if at least one expenditure category involved in the transfer(s) represents an increase or a decrease exceeding 15% of the amount of funding approved for that category.

5.1.2 without authorization from the Minister, provided that no expenditure category involved in the transfer(s) would be subject to an increase or a decrease exceeding 15% of the amount of funding approved for that category.

5.2 The Recipient may transfer funds from one eligible item to another within the same expenditure category without the Minister’s authorization.

5.3 Transfers of funds between eligible expenditure categories must not change the nature of the funded project.

6. PAYMENT CONDITIONS

6.1 The Minister shall pay, to the Recipient, the contribution described in clause 1.1 of this Annex as follows:

6.1.1 The Recipient must submit the reports indicated in the schedule below. Payments are conditional upon receipt and acceptance, by the Minister, of these reports and upon compliance with previous conditions.

6.1.2 Advance payments are based upon the Recipient’s Cash Flow requirements and cannot exceed 100% of the financial assistance awarded for each fiscal year, **except for the last fiscal year covered by the Agreement where advances are issued to a maximum of 95% of the financial assistance for the final year.**

6.1.3 Payments to the Recipient will be adjusted for any difference between previous advance payments and actual eligible expenditures incurred.

6.1.4 Fiscal Year 2016-17

Recipient Reporting Obligations				Payment
Due Date	Required Documents	Required Information		
Upon signature of agreement	Signed Agreement Cash Flow	Actuals: April 1, 2016 to June 30, 2016 Forecast: July 1, 2016 to March 31, 2018	Advance for the period of: April 1, 2016 to June 30, 2016	
	No updated report required		Advance for the period of: July 1, 2016 to September 30, 2016	
September 1, 2016	Cash Flow	Actual: April 1, 2016 to July 31, 2016 Forecast: August 1, 2016 to March 31, 2018	Advance for the period of: October 1, 2016 to December 31, 2016	
	Interim Activity Report No updated report required	April 1, 2016 to July 31, 2016	Advance for the period of: January 1, 2017 to March 31, 2017	
February 15, 2017	Written confirmation of expenditures to be incurred by March 31, 2017 as per clause 1.3 of Annex B	Certification of expenditures to be incurred by March 31, 2017	No advance to be issued	
	Note to Recipient: Cash Flow for 2017-18 due March 15, 2017 (see 2017-18 Reporting Obligations below)			

6.1.5 Fiscal Year 2017-18

Recipient Reporting Obligations				Payment
Due Date	Required Documents	Required Information		
March 15, 2017	Cash Flow Interim Activity Report No updated report required	Actual: April 1, 2016 to January 31, 2017 Forecast: February 1, 2017 to March 31, 2018 April 1, 2016 to January 31, 2017	Advance for the period of: April 1, 2017 to June 30, 2017 Advance for the period of: July 1, 2017 to September 30, 2017	
September 1, 2017	Cash Flow Interim Activity Report No updated report required	Actual: April 1, 2016 to July 31, 2017 Forecast: August 1, 2017 to March 31, 2018 April 1, 2016 to July 31, 2017	Advance for the period of: October 1, 2017 to December 31, 2017 Advance for the period of: January 1, 2018 to March 31, 2018	
February 15, 2018	Written confirmation of expenditures to be incurred by March 31, 2018 as per clause 1.3 of Annex B	Certification of expenditures to be incurred by March 31, 2018	No advance to be issued	

6.2 A final payment shall be issued upon receipt and acceptance of the following reports, certified by a person duly authorized by the Recipient:

Recipient Reporting Obligations			Payment
Due Date	Required Documents	Required Information	
June 30, 2018	Certified Final Financial Report	April 1, 2016 to March 31, 2018	Final Payment
	Final Activity / Results Report	April 1, 2016 to March 31, 2018	

6.3 The reports required for the purpose of this article are the following ones:

- 6.3.1 Cash Flow as described in clause 7.1
- 6.3.2 Certified Final Financial Report as described in clause 7.2
- 6.3.3 Interim or Final Activity/Results Report as described in Annex D

7. FINANCIAL REPORTS

7.1 Cash Flow:

For the purpose of this Agreement, the Cash Flow shall include all actual and forecasted cash receipts and cash disbursements, as well as in-kind revenues and expenses (as may be applicable), for the completion of the Project. This report must provide a breakdown as per the categories set out in the budget included under Annex A, on a quarterly or monthly basis, for the funding period. Any other sources of revenues or expenditures added to the Project after the Agreement is signed shall also be included. At the end of the Project and the government fiscal year however, the expenditures for goods and services received shall be reflected in the Cash Flow even if the payment has not yet been made by the Recipient.

7.2 Certified Final Financial Report:

For the purposes of this Agreement, the Certified Final Financial Report shall clearly include all of the revenues realized and expenditures incurred by the Recipient for the given period with regard to the project funded, as per the budget categories set out in Annex “A” of this Agreement. Any other sources of revenues or expenditures added to the project after the Agreement is signed shall also be included. Accounts shall be certified by professional accountants who are active members in good standing with one of the following professional associations: CA, CMA, CGA legislation.

8. ADVANCE PAYMENTS

8.1 Where the terms of the Agreement permit advance payments to be made, such advance payments shall be considered debts owing to Her Majesty until such time as the Recipient has accounted for the said advance payments in accordance with the terms of the Agreement and to the Minister’s satisfaction.

8.2 The Minister may withhold the payment of an advance or holdback pending the completion of any audit of the Recipient’s books and records conducted by auditors appointed by the Minister, as set out in clause 11 of this Annex.

9. TAX CREDIT

The Minister does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.

10. OVERPAYMENT

10.1 Where, for any reason, the Recipient is not entitled to the contribution or the Minister determines that the amount of the contribution disbursed exceeds the amount to which the Recipient is entitled, any such amount is a debt owing to Her Majesty and is recoverable as such.

10.2 When the Recipient’s final financial report on revenues and expenditures is completed and an overpayment is identified, the Recipient shall forward a reimbursement cheque to the Department for the amount of the overpayment, payable to the Receiver General for Canada. The due date for the reimbursement shall be the date of the submission of the final financial report and the final activity/ result report to the Minister.

10.3 When the Minister or its agents performs a financial analysis or an audit of the financial statements of the Recipient and an overpayment is identified, the overpayment shall be repaid to Her Majesty no later than thirty (30) days after the date of the notice by the Minister.

10.4 Where any amount owing to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient.

11. AUDIT

11.1 The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient for a period of up to five (5) years after the end of this Agreement to ensure compliance with the terms and obligations of the Agreement. The scope, coverage and timing of such an audit shall be determined by the Minister and, if conducted, may be carried out by employees of the Department or its agent(s). The Recipient shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.

11.2 The Recipient acknowledges that, pursuant to section 7.1 of the *Auditor General Act*, R.S. (1985), c. A-17 (Reference: <http://laws.justice.gc.ca/en/A-17/>), the Auditor General of Canada may, at his or her own cost, conduct compliance audits or performance evaluations with respect to this Agreement. The Recipient shall cooperate with the Minister and his or her representatives or agents relative to any such compliance audit or performance evaluation and shall grant same access to the Recipient's documents, records and premises as required by the Minister or his or her representatives or agents for purposes of such audit or evaluation. The auditor may, at his or her discretion, discuss any concerns raised in such compliance audit or performance evaluations with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

11.3 The Recipient agrees to adhere to generally accepted accounting practices and principles and shall keep and make available to the Minister's representatives for examination and audit its books, accounts and registers of all revenues and expenditures in relation to the Project funded under this Agreement.

12. INTEREST

12.1 Any overpayment remaining owing and unpaid shall carry interest calculated and compounded monthly at the average Bank of Canada rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188 (Reference: http://www.tbs-sct.gc.ca/pubs_pol/dcgpubs/lbm_142/iacr-eng.asp), plus three per cent (3%), from the due date to the settlement date.

13. LATE CLAIMS

The Minister will not be held to pay bills or other expenditures after the end date of the agreement as indicated at section 3.1 (see first page of the agreement).

ANNEX C

GENERAL TERMS AND CONDITIONS

1. REPRESENTATIONS AND WARRANTIES BY THE RECIPIENT

The Recipient represents and warrants:

- 1.1 that it has the capacity and authority to enter into this Agreement to carry out the Project; that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority; and that it has obtained all permits, licenses, consents and other authority necessary to carry out the Project;
- 1.2 that it holds sufficient intellectual property rights for the conduct of the Project or the exploitation of any intellectual property resulting thereof;
- 1.3 that it, for the duration of this Agreement, has no interest, pecuniary or otherwise, in any matter that would put it in an actual or apparent conflict of interest;
- 1.4 that the description of the Project in Annex A accurately reflects what it intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- 1.5 that it will declare any amount owing to the federal government under legislation, contract or contribution agreements during the term of this Agreement and that it recognizes that amounts due to the Recipient may be withheld to offset amounts owing to the Government; and
- 1.6 that no current or former public servant or public office holder who is not in compliance with the provisions of the *Conflict of Interest Act*, S.C. 2006,c.9 (Reference: <http://cicccie.gc.ca/Default.aspx?pid=21&lang=en>), the *Values and Ethics Code for the Public Sector* and the *Policy on Conflict of Interest and Post-Employment* (Reference: http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tb_851/vec-cve-eng.asp), member of the House of Commons or senator who is not in compliance with the *Conflict of Interest Code for Members of the House of Commons* (Reference: <http://cicccie.gc.ca/Default.aspx?pid=24&lang=en>) or the *Conflict of Interest Code for Senators* (Reference: <http://sen.parl.gc.ca/seo-cse/Eng/Code-e.html>), or anyone else bound by other values and ethics codes applicable to government or specific recipients, shall derive a direct benefit from this Agreement, unless the provision or receipt of the benefit is in compliance with the legislation or codes.

2. OBLIGATIONS OF THE RECIPIENT

During the term of this Agreement, the Recipient shall:

- 2.1 take all necessary actions to maintain itself in good standing, to preserve its legal capacity and to inform the Minister without delay of any failure to do so;
- 2.2 upon the written request of the Minister and without delay, provide any information as the Minister may require concerning this Agreement;
- 2.3 disclose to the Minister, without delay, any fact or event that would or might compromise the Project's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including but not limited to, pending or potential lawsuits and audits;
- 2.4 ensure access by the Minister, her authorized representatives and by the Auditor General of Canada to its premises at all reasonable times and upon not less than two weeks notice for audit and evaluation purposes;
- 2.5 ensure access by the Minister or her authorized representatives to any of the recipient's real property under the ownership or control of the Recipient where any part of the Project is being carried out, at any time and during reasonable hours, to monitor Project implementation. The Recipient shall provide to the Minister or to her authorized representatives all necessary assistance and documentation as may be necessary for the carrying out of this monitoring function;
- 2.6 where practicable, adopt a competitive process for procurement of goods and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods or services for the Project to a specific person or entity; and
- 2.7 ensure that during the term of this Agreement, any persons engaged in the course of carrying out the Agreement shall conduct themselves in compliance with the principles of the Values and Ethics Code for the Public Service. Should any such interest be acquired during the life of the Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Recipient shall declare it immediately to the Minister's representative.

3. CERTIFICATION – CONTINGENCY FEES

- 3.1 The Recipient certifies that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtainment of this Agreement to any person.
- 3.2 All accounts and records pertaining to the payment of fees or other compensation for the solicitation, obtainment or negotiation of the Agreement shall be subject to the audit provisions of the Agreement (Annex B, article 11).
- 3.3 If the Recipient certifies falsely under this article or is in default of the obligations contained therein, the Minister may either terminate this Agreement for default or recover from the Recipient, by way of reduction of the contribution or otherwise, the full amount of the contingency fee.

4. APPLICABLE LEGISLATION

- 4.1 The Recipient must ensure that the Project is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines and shall ensure that any project sub-contractor is subject to the same obligations.
- 4.2 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the Province of residence of the Recipient or main place of business.
- 4.3 Any person lobbying on behalf of the Recipient shall be registered pursuant to the *Lobbying Act*, R.S., 1985, c. 44 (4th Supp.).

5. CONFIDENTIALITY, ACCESS TO INFORMATION AND RECORDS TO BE KEPT

- 5.1 The Recipient agrees that,

- (a) any information of a confidential nature related to the Program under which this Agreement is made (the Program) to which the Recipient or its employees or agents become privy shall be treated as confidential, shall be adequately protected against unauthorized use or disclosure and shall not be disclosed to third parties, unless such disclosure is in accordance with the spirit and intent of the *Access to Information Act*, R.S., 1985, c. A-1, and is in accordance with applicable law;
- (b) any personal information related to the Program to which the Recipient or its employees or agents become privy shall be adequately protected against unauthorized use or disclosure and shall not be disclosed to third parties, unless such disclosure is in accordance with the spirit and intent of the *Privacy Act*, R.S., 1985, c. P-21 and is in accordance with applicable law.
- 5.2 The Recipient acknowledges that the Minister is subject to the Access to Information Act, R.S. 1985, c. A-1, and the Privacy Act, R.S., 1985, c. P-21 and acknowledges that the Department of Canadian Heritage (PCH) may be required to disclose information under those Acts.
- 5.3 The Recipient consents to the public disclosure by PCH of the following information: this Agreement itself, amounts advanced as eligible expenditures, the criteria for calculating payments, data showing the activities supporting such payments and any analysis, audit, reports and evaluations relating to the Program. The Minister shall ensure that any public disclosure respects all requirements to protect personal information and third-party information.
- 5.4 Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, audit and evaluation reports, and all other documentation related to activities and associated expenditures and costs for a period of five (5) years from the expiration or termination of this Agreement and, at the request of the Minister, permit reasonable access by PCH representatives to such records and documentation during the same period, for the purpose of verifying the use of the grant and compliance with the terms and conditions of this Agreement.
6. **ASSETS DISPOSAL (applicable only if the Agreement allows reimbursement of capital expenditures)**
- For any asset purchase (furniture, equipment, vehicles, immovable assets, etc) that has a cost of over \$2,000, the Recipient shall:
- 6.1 Subject to 6.3, preserve and maintain the assets acquired, built and/or renovated with contribution funds and use them for the purposes of the funded activities during the term of this Agreement unless;
- 6.1.1 written exemption from this requirement is obtained from the Minister;
- 6.1.2 the Minister authorizes the disposition of the asset;
- 6.1.3 replacement of assets subject to wear is necessary; or
- 6.1.4 assets that have become outdated require replacement.

6.2 Subject to 6.3, the Recipient agrees that, at the end of the Project or upon termination of this Agreement, if earlier, and if directed to do so by the Minister, any assets referred to in 6.1 that have been preserved by the Recipient shall be:

6.2.1 sold at fair market value and the funds realized from such a sale applied to the eligible cost expenditures of the Project to offset the Minister's contribution to the eligible cost expenditures of the Project;

6.2.2 turned over to another organization or person designated or approved by the Minister; or

6.2.3 disposed of in such other manner as may be determined by the Minister.

6.3 The Recipient agrees to preserve and maintain the immovable assets acquired, built and/or renovated with contribution funds and use them for the purpose for which they were acquired, built and/or renovated for a period of ten (10) years after the term of this Agreement, or after its termination, if earlier, unless written exemption from this requirement is obtained from the Minister. If directed to do so by the Minister, any such immovable assets that are to be disposed of by the Recipient shall be:

6.3.1 sold at fair market value and funds realized from such a sale reimbursed to Her Majesty based on a pro-rata share of the funding toward the immovable assets. Until repaid to Her Majesty, the excess amount constitutes a debt owing to Her Majesty. Where any amount due to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient;

6.3.2 turned over to another organization or person designated or approved by the Minister; or

6.3.3 disposed of in such other manner as may be determined by the Minister.

7. LIABILITY

7.1 The Minister and her employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long term obligations in relation to this Agreement.

7.2 Where the Recipient is entering into a loan, a capital lease or other long-term obligation in relation to the activity or deliverable for which Minister's Contribution is disbursed, the Recipient shall not incur any obligation on behalf of the Minister and shall ensure that any agreement in respect thereof expressly relieves the Minister of any liability for non-performance by the Recipient or damages caused by the Recipient.

7.3 Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

8. INDEMNIFICATION

8.1 The Recipient shall indemnify and save harmless the Minister and her employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to an injury to a person, the death of a person, an environmental effect, or damage to (or loss of) property whether arising directly or indirectly, or due to the result of a willful or negligent act or delay, on the part of the Recipient, its employees, agents or voluntary workers in carrying out the Project. The Minister shall not claim indemnification, under this section, to the extent that the injury, loss or damage has been caused by the Minister or her employees or agents.

8.2 In the event that either the Minister or the Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the Party or Parties named shall notify the other Party, and the named Party may defend the action or proceeding in its own name and at its own cost. If the named Party believes that the other Party has administration or control of any material having potential evidentiary value in such action or proceeding, the named Party may request access to such material for purposes of the litigation. The unnamed Party may, however, refuse such access, if it is of the view that disclosure of the material would be contrary to its interest or its obligations under the law. The unnamed Party shall refrain from any extrajudicial conduct which would prejudice the successful conclusion of the action or proceeding.

9. INSURANCE

The Recipient shall, through an appropriate, comprehensive general liability insurance with a coverage of not less than \$2,000,000 inclusive per occurrence for each peril, cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or voluntary workers in carrying out the Project or this Agreement.

10. DEFAULT AND REMEDIES

10.1 The following constitute events of default:

- 10.1.1 the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
- 10.1.2 an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
- 10.1.3 in the Minister's opinion, there is a change in risk that would jeopardize the success of the Project;
- 10.1.4 the Recipient, either directly or through its representatives, makes or has made a false or misleading statement or representation in respect of any matter related to this Agreement other than in good faith to the Minister;
- 10.1.5 in the Minister's opinion, a term, condition, commitment or obligation provided for in the Agreement has not been respected or complied with; and
- 10.1.6 the Recipient is no longer eligible under the "Eligibility Criteria" of the Program.

10.2 Where there is a default or where, in the Minister's opinion, there is likely to be a default under this Agreement, the Minister may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Project will be completed or continued by another Recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.

10.3 The fact that the Minister refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on her shall not prevent her in any way from later exercising any other remedy or right under this Agreement or other applicable law.

10.4 Notwithstanding anything else provided for in this clause, the Minister may not terminate this Agreement unless he or she has served written notice to the Recipient of the event of default and the Recipient has failed to remedy the default within a period of thirty (30) days from the date that the written notice was served. At the expiration of the thirty (30) days, the Minister may terminate this Agreement and rely on any remedy provided for under this Agreement if he or she deems that the Recipient has not remedied the event of default in a satisfactory manner. The Minister shall reimburse the Recipient for any Eligible Costs incurred to the effective date of termination.

11. EVALUATION

11.1 The Minister and the Recipient agree on the importance of assessing what has been accomplished in terms of the defined objectives and expected results outlined in this Agreement.

11.2 The evaluation of the Agreement is a joint concern of the Minister and the Recipient. To this end, the Recipient agrees:

11.2.1 that it shall provide activity reports in a way that shows progress in relation to the defined objectives and expected results of the Project and participate in any evaluation of the Project as required and as mutually agreed upon; and

11.2.2 that the Minister reserves the right at any time during the term of the Agreement and for a period of up to five years after the end of this Agreement to make an evaluation to ensure compliance with the terms and conditions of the Agreement.

12. PARTNERSHIP

12.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

12.2 The Recipient shall not represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

13. ASSIGNMENT AND SUBCONTRACTORS

The Recipient shall not assign this Agreement or any part thereof or any payments to be made there under without the written permission of the Minister, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

14. DISPUTE RESOLUTION

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. The Parties agree that nothing contained in this provision shall affect, alter or modify the rights of the Minister under the Default and Remedies provision of this Agreement.

15. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

16. INTELLECTUAL PROPERTY

Any intellectual property developed as a result of the Project shall belong to the Recipient.

17. SUCCESSORS

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

ANNEX D
REPORTING REQUIREMENTS
INTERIM OR FINAL ACTIVITY/RESULTS REPORT

A person duly authorized by the Recipient must certify the Interim and Final Activity/Results Reports

1. INTERIM AND FINAL ACTIVITY/RESULTS REPORTS

- 1.1 An assessment of progress towards the project results and the extent to which the project has met program objectives according to performance measures stated in the application and in Annex A.
- 1.2 The Recipient must complete the “Final Activity/Results Report” using the template provided by the regional offices. The “Final Activity/Results Report” template also includes the request for final payment and a declaration that the Recipient organization’s obligations in relation with the Contribution Agreement have been fulfilled. This report must be signed by a duly authorized representative of the Recipient organization.

ANNEX E
ACKNOWLEDGMENT OF FINANCIAL ASSISTANCE

1. General

- 1.1. The “Department” as referenced in this Annex means the Department of Canadian Heritage over which the Minister of Canadian Heritage and Official Languages presides.
- 1.2. The “Project” as referenced in this Annex means any activity for which the Recipient has been funded either in whole, or in part, by the Department.
- 1.3. The “Acknowledgement Guide” as referenced in this Annex is the *Guide to public acknowledgment of financial assistance received*, which are incorporated by reference into and form part of this Agreement.
- 1.4. The “Wordmark” as referenced in this Annex means the “Canada” Wordmark. The style and use of the Wordmark are outlined in the [Acknowledgement Guide](#).
- 1.5. The Acknowledgement “Text” as referenced in this Annex is: “This project has been made possible in part by the Government of Canada.” , “*Ce projet a été rendu possible en partie grâce au gouvernement du Canada*”. Other acceptable variations of the Text are indicated in the [Acknowledgement Guide](#).
- 1.6. The requirements listed in this Annex apply equally to a final recipient who receives funds from the government of Canada through a third party. These requirements must be included in all agreements between the third party and the final recipient.
- 1.7. The Recipient is encouraged to [contact the Department of Canadian Heritage](#) for questions regarding items in this Annex.

2. Equal Acknowledgement

- 2.1. The Recipient must acknowledge the Government of Canada’s support in at least equal prominence, proportion and duration as any other funding party, supporter or sponsor who has made a similar financial or in-kind contribution to the Recipient in support of the funded project.
- 2.2. The requirement to acknowledge Government of Canada support as set out in this Annex applies to media or public activities undertaken by the Recipient that are related to promoting the project that has been funded either in whole, or in part by the Government of Canada. This requirement is applicable for the duration of the project. However, the Department may deem advisable to withdraw, either in whole or in part, the requirement for acknowledgement of federal funding by the Recipient.

3. Official Languages

The Recipient must acknowledge the Government of Canada’s support in English and in French, according to the conditions set out in this Annex.

4. Acknowledgment activities

4.1. Printed materials, promotional items, clothing

The Recipient must display the Wordmark and, where space allows, the Text on all printed materials, marketing materials, public reports, publications and media products (including news or media releases, backrounders, media kits and media advisories) issued in any format including print and electronic. Where materials are online, the Wordmark will link to the Government of Canada website at <http://www.canada.ca>;

In cases where a published document is the funded project (e.g. publication of a magazine), the acknowledgement must be prominently displayed in the masthead or an acknowledgement page at the front of the publication regardless of where the logos of other sponsors, supporters or funding parties are displayed;

The Recipient must display the Wordmark on any promotional items related to the funded project if the logos of other sponsors, supporters or funding parties are to be displayed;

The Recipient must display the Wordmark on uniforms or clothing related to the funded project. Acknowledgement on clothing must be pre-approved by the Department.

4.2. Social media

In order to allow the Department to share or retweet information about the funded project, including photos and videos, the Recipient must provide the Department with the address of all social media

accounts (Twitter, Facebook, YouTube, Flickr or others) in which the Recipient publishes information related to the funded project, if applicable. The Recipient must send its list of social media accounts via email at this address: PCH.mediasociaux-socialmedia.PCH@canada.ca.

The Recipient must follow Canadian Heritage on social media by subscribing to the Twitter account [@CdnHeritage](https://twitter.com/CdnHeritage) or [@SportCanada_en](https://www.facebook.com/CdnHeritage) and Facebook page at <http://www.facebook.com/CdnHeritage>, and is invited to share content of interest with its own subscribers, if applicable.

4.3. Funding announcement

The Recipient must, upon the request of, and at a time agreed to by the Department, hold a funding announcement to announce the approved funding. Such announcement may be combined with other events or activities planned by the Recipient, and as agreed to by the Department. The Recipient must maintain the confidentiality of this agreement until the funding announcement.

4.4. Milestone events

The Recipient must provide the Department with an opportunity to participate in milestone events related to the funded project and must inform the Department of the proposed activities planned for these events at least 28 days in advance.

4.5. Press Releases

The Recipient must include a pre-approved Departmental quote in all media releases that refer to funding sources for the funded project. The Recipient must contact the Department for the quote at least 15 business days in advance of production.

4.6. Websites and applications

The Recipient must display the Wordmark and Text on the page or section where other sponsor, supporter or funding party logos are displayed for all Recipient-controlled public facing websites and applications (apps) related to the funded project. Where materials are electronic, the Wordmark must link to the Government of Canada's website at <http://www.canada.ca>.

4.7. Photos and videos

The Recipient must document the project using digital photographs or videos and include an authorization form and a perpetual, non-exclusive license for the Minister to use the photos or videos to promote related programs, initiatives or activities in the Department's publications, reports, websites and social media channels;

Technical specifications, authorization forms and license templates are available in the [Acknowledgement Guide](#);

The Department may, at its discretion, send a photographer and/or a videographer (and required support staff) to document the project. In this case Recipient must provide access, as reasonably required to project event or activity sites and facilitate interviews with Recipient staff present at the site, or with any contracted party at the site unless such requests are specifically prohibited in the contract of the contracted party.

5. Acknowledgement for Capital Projects

5.1 Construction Sign

- For capital construction or renovation projects undertaken on immovable properties (including but not limited to buildings, statues, infrastructure) funded in whole or in part by the Government of Canada, the Recipient must produce and place separate signage in size and prominence at least equal to that of the Event Site Signage;

The design and wording of such signage will be at the Minister's discretion and will be provided by the Minister;

Signage must remain in place throughout the construction project until the substantial completion of the project or the official opening ceremony, whichever is the later.

- For capital construction or renovation projects undertaken on immovable properties (including but not limited to buildings, statues, infrastructure) funded in whole or in part by the Government of Canada, the Recipient must include the Wordmark and Text on all site signage in size and prominence at least equal to that of any other sponsor, supporter or funding party to be presented;

This requirement does not apply to signage that is placed on the site by the building contractors or architects for the purposes of promoting their role in the project;

Site signage bearing the Wordmark must remain in place throughout the construction project until the substantial completion of the project or the official opening ceremony, whichever is the later.

5.2 Post construction Plaque

Where funding is provided for any immovable structure or property (including but not limited to buildings, statues, structures, monuments or infrastructure), the Recipient must install, prior to the official opening or unveiling of the project, a Plaque noting the project has been made possible in part through a contribution from the Government of Canada.

The Department will provide the plaque to the Recipient, which must be requested at least 20 business days prior to installation. If the Recipient wishes to design and install a different plaque, which will be at the Recipient’s expense, the design, wording and specifications (including the size and location of the Plaque) are to be approved by the Department at least 10 business days in advance of production work commencing.

ANNEX F

CONFIRMATION OF SIGNING AUTHORITY

We, the undersigned Board members of THE TOWNSHIP OF NORTH HURON, confirm that the following staff is/are affirmed as signatory/signatories, having signing authority for all matters concerning this Agreement.

Staff Signatory/Signatories

Name (Print)	Name (Print)
Position	Position
Signature	Signature

Board Signatories

Name of Board Member (with signing authority)	Name of Board Member (with signing authority)
Position	Position
Signature	Signature

☐ Annex F is not applicable to this contribution agreement due to the fact that the organization has already submitted a resolution from the Board of Directors giving (Mr. or Ms.) _____ signing authorities with regards to this agreement and all related documents.