

# 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/him).

**AND:** **[LEGAL NAME OF THE ORGANIZATION]**, (indicate the legal status of the Recipient, e.g., a partnership, a corporation, a non-profit organisation duly incorporated under the laws of Canada or of the province of XXXXX, having its head office at e.g., name of the city), represented by [title of the authorized officer (e.g., the President or Director general)], hereinafter referred to as the “Recipient”.

**WHEREAS** the Minister is responsible for the Program entitled “name of the Program”, hereinafter called the “Program”;

**WHEREAS** the Recipient has submitted to the Minister a proposal for the funding of a Project/Programming called “name of the Project/Programming ” which qualifies for support under the Program; and

**WHEREAS** the Minister wishes to provide financial assistance to support the Project/Programming.

**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/Programming described in Annex “A” of this Agreement entitled: “name of the Project/Programming”.

## 2. MAXIMUM AMOUNT OF CONTRIBUTION BY THE MINISTER

Subject to all conditions indicated in this Agreement, the Minister agrees to contribute a maximum amount of \$XXXXXX towards eligible expenses, for carrying out the Project/Programming.

## 3. TERM

- 3.1 The present agreement will take effect on the date when all parties will have signed and will cease, notwithstanding its termination on a prior date, one year (365 days) after the expiration of the activity period as indicated at clause 3.2.
- 3.2 Subject to termination, the Agreement covers the activities described in Annex “A” of this Agreement for the period commencing on YYYY/MM/DD and ending on YYYY/MM/DD. Only goods and services rendered within the prescribed 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 shall acknowledge the contribution received from the Minister in any promotional activity related to the Agreement in a manner satisfactory to the Minister. **The Canadian Heritage Signature & the Canada Wordmark** and guidelines to follow for their use are found at the following address <http://www.canadianheritage.gc.ca/logos/>

**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, sent by facsimile or email shall be deemed to have been received one 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

Name of Organization  
Address  
City (Province)  
Postal Code

Attention:

Name  
Title

Tel: (xxx) xxx-xxxx

Fax.: (xxx) xxx-xxxx

To the Minister:

Department of Canadian Heritage  
Address  
City (Province)  
Postal Code

Attention:

Name  
Title

Tel: (xxx) xxx-xxxx

Fax.: (xxx) xxx-xxxx

**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 documents, 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 Annex ‘C’, Annex ‘A’ will prevail.

- Annex A PROJECT/PROGRAMMING DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET
- Annex B FINANCIAL CONDITIONS
- Annex C GENERAL TERMS AND CONDITIONS
- Annex D INTERIM OR FINAL ACTIVITY/RESULTS REPORTS

All other annexes applicable to the circumstances

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

**Recipient**

**The Minister**

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

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

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Witness**

**Witness**

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

## ANNEX “A”

### PROJECT/PROGRAMMING DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET

This document will be developed in accordance with each Program’s requirements.

#### **Description of the Recipient’s Project or Programming**

#### **Description of activities proposed by the Recipient**

#### **Expected outcomes/results and how they will be measured**

Performance measurement or evaluation must be guided by the program’s Result-based Management and Accountability Framework (RMAF).

#### **Specific conditions related to a Program**

Enter in this section terms and conditions specific to your Program.

## Budget Breakdown and Eligible Expenditures

**Revenues:**

Source of Funding	Amount
Subtotal - Cash	
Subtotal – In-kind	
<b>Total Revenues:</b>	

**Expenditures:**

Column 1	Column 2	Column 3	Column 4
Expenditures by Category	Total Cost	Eligible Expenditures Under This Agreement Yes or No (Note 1)	Amount Approved Under This Agreement (Notes 2, 3 and 4)
Subtotal - Cash			
Subtotal - In-kind			
<b>Total Expenditures:</b>			

**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, for conditions.

**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.

**Note 4:** If specific amounts are not stated for each eligible category under the column “Amount Approved Under This Agreement” (column 4), the Recipient may apply the Minister’s contribution, as it deems necessary, within the eligible expenditures set out in column 3. Therefore, pre-approval as required by clause 5 of Annex “B”, will not be necessary.

## ANNEX ‘B’

### FINANCIAL CONDITIONS

#### 1. MAXIMUM AMOUNT OF CONTRIBUTION

- 1.1 Subject to the appropriation of funds by the Parliament of Canada, to the continuance of current and forecasted Program budget levels and to the provisions of this Agreement, the Minister agrees to contribute up to a maximum of (Choose Option # 1 or 2 below) for the activities described in Annex ‘A.’

**Option # 1: \$XXXXX**

**Option # 2: the lesser of \$XXXXX or XX% toward the eligible expenditures incurred by the Recipient**

- 1.2 Disbursements of the Contribution will not exceed the following amount(s) for the applicable fiscal year(s), as per payment breakdown and the eligible expenditures will be incurred by the recipient within the fiscal year for which they are allocated:

Example 1 (One Year):

Federal Government Fiscal Year 2003-04 \$XXXX

or

Example 2 (Multiyear):

Federal Government Fiscal Year 2003-04 \$XXXX

Federal Government Fiscal Year 2004-05 \$XXXX

- 1.3 The federal government’s fiscal year starts on April 1<sup>st</sup> and ends on March 31<sup>st</sup> of the following calendar year. For each individual fiscal year, only the goods and services received by the Recipient between April 1<sup>st</sup> and March 31<sup>st</sup> of the following calendar year are eligible for the funding allocated for the applicable fiscal year.
- 1.4 In the event that the Recipient forecasts to incur fewer expenses than anticipated during the current government’s fiscal year and according to the clause 1.2 above, the Recipient shall inform the Minister in writing, as soon as possible, but no later than 60 days prior to the end of the federal government’s fiscal year. 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.

#### 2. REDUCTION/TERMINATION OF THE AGREEMENT

- 2.1 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 clause 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 obligations of both parties shall cease at the end of the notice period.

#### 3. SURPLUS

The Recipient agrees that all revenues and expenditures mentioned in Annex ‘A’ (Budget) are anticipated and also agrees to inform the Minister of any change without delay and, in all cases before the final payment is due, of any increase or decrease in their revenues and/or expenditures for this Project/Programming. In this case, the Recipient recognizes that the financial support given in terms of this Agreement and the expected activities/results may be adjusted or renegotiated at the Minister’s discretion.

#### 4. DESCRIPTION OF ELIGIBLE EXPENDITURES

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

## 5. TRANSFER OF FUNDS BETWEEN EXPENDITURE CATEGORIES

- 5.1 If more than one expenditure category is specifically funded in Annex "A" of this Agreement, the Recipient may transfer funds amongst approved 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 funds for that category. Such an authorization would have the same value and the same effect as a formal amendment to this Agreement.
  - 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 funds for that category.
- 5.2 The Recipient may transfer funds from one item to another within the same expenditure category without the Minister's authorization.

## 6 and 7. From the payment clauses files, please choose the appropriate clauses of payments based on the following criteria:

1. Is it Project or Programming funding?  
Choose the appropriate file: Project or Programming
2. Is the Project/Programming duration less than one government fiscal year or more than one fiscal year?  
Choose the appropriate file: One Year or MultiYear
3. Choose the payment clauses in accordance with the annual value of the Agreement.  
e.g., Contribution Agreement for \$18,000:  
The financial clause that covers the contribution from \$0 to 24,999 must be selected.

## 8. ADVANCE PAYMENTS

Where the terms of the Agreement permit advance payments to be made, such advance payments shall be considered debts owed to the Minister 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.

## 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 due 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 the Minister no later than 30 days after the date of the notice by the Minister.
- 10.4 Where any amount due to the Minister 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 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 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/Programming financed under this Agreement.

**12. INTEREST CHARGES**

Any overpayment remaining owing and unpaid shall carry interest calculated and compounded monthly at the average bank rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188, 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 clause 3.1 (see first page of the agreement).

## ANNEX “C”

### GENERAL TERMS AND CONDITIONS

#### 1. REPRESENTATION BY THE RECIPIENT

The Recipient confirms:

- 1.1 that it has the capacity and authority to enter into this Agreement to carry out the Project/Programming and that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority;
- 1.2 that it holds sufficient intellectual property rights for the conduct of the Project/Programming 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 business matter that would put it in an actual or apparent conflict of interest;
- 1.4 that the description of the Project/Programming 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 office holder or public servant who is not in compliance with the *Values and Ethics Code for the Public Service* or the *Conflict of Interest and Post-employment Code for Public Office Holders* shall derive a direct benefit from this Agreement.

#### 2. OBLIGATIONS OF THE RECIPIENT

- 2.1 The Recipient must identify the Project/Programming clientele and take all necessary measures to communicate and provide Project/Programming related services to this clientele in English and in French as the case may require.
- 2.2 During the term of this Agreement, the Recipient shall:
  - 2.2.1 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;
  - 2.2.2 upon the written request of the Minister and without delay, provide any information as the Minister may require concerning this Agreement;
  - 2.2.3 disclose to the Minister, without delay, any fact or event that would or might compromise the Project/Programming’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;
  - 2.2.4 ensure access by the Minister, her/his 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; and
  - 2.2.5 ensure contracts over \$ 25,000 that are necessary for the conduct of the Project/Programming will be submitted to a competitive process and apply the best combination of quality criteria at the best overall cost over the useful life of the Project/Programming and shall ensure that those contracts contain terms and conditions accurately reflecting those applying to this Agreement.

#### 3. CERTIFICATION-CONTINGENCY FEES

Definitions that apply to this subsection:

“**contingency fee**” means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government agreement or negotiating the whole or any part of its terms;

“**employee**” means a person with whom the Recipient has an employer/employee relationship; and



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

- 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 other than an employee acting in the normal course of the employee’s duties.
- 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”, clause 11).
- 3.3 If the Recipient certifies falsely under this section 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/Programming is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines.
- 4.2 Acts: The Recipient agrees to comply with the spirit and intent of the *Employment Equity Act*, S.C. 1995, c. 44, the *Canadian Multiculturalism Act*, R.S., 1985, c. 24 (4th Suppl.) .
- 4.3 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.
- 4.4 Any person lobbying on behalf of the Recipient shall be registered pursuant to the *Lobbyists Registration Act*, R.S., 1985, c. 44 (4th Suppl.).

#### **5. CONFIDENTIALITY**

- 5.1 The Recipient shall ensure that any information of a confidential nature relating to the affairs of the Minister to which the Recipient or its officers, servants or agents become privy shall be treated as confidential and shall not disclose such information to third parties, unless such a disclosure is made pursuant to the *Access to Information Act*, R.S., 1985, c. A-1 and to the *Privacy Act*, R.S., 1985, c. P-21.
- 5.2 The Recipient shall ensure that any personal information which may be brought to the attention of the Recipient and its employees or agents will be dealt with according to the provisions of the *Privacy Act*, R.S.1985, c. P-21.

#### **6. ASSETS DISPOSAL (applicable only if the Agreement allows reimbursement of capital expenditures)**

For any asset purchase (furniture, equipment, automotive equipment, building, etc) that has a cost of over \$1000, the Recipient shall:

- 6.1 Preserve and maintain the assets acquired 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 The Recipient agrees that, at the end of the Project/Programming or upon termination of this Agreement, if earlier, and if directed to do so by the Minister, any capital assets 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/Programming to offset the Minister’s contribution to the eligible cost expenditures of the Project/Programming;
  - 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.

## **7. LIABILITY**

- 7.1 The Minister and her/his 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/Programming, 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 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**

The Recipient shall indemnify and save harmless the Minister and her/his employees and agents from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project/Programming, except that 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/his employees or agents.

## **9. INSURANCE**

The Recipient shall, through an appropriate policy of insurance, cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or voluntary workers in carrying out the Project/Programming.

## **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/Programming;
  - 10.1.4 the Recipient, either directly or through its representatives, makes or has made a false or misleading statement to the Minister;
  - 10.1.5 in the Minister's opinion, a condition or a commitment provided for in the Agreement has not been respected; 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/Programming 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/him shall not prevent her/him in any way from later exercising any other remedy or right under this Agreement or other applicable law.

## **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/Programming and participate in any evaluation of the Project/Programming as required and as mutually agreed upon; and

11.2.2 that the Minister reserves the right to make an evaluation for a period of up to five years after the end of this Agreement 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/Programming referred to in this Agreement.

## **13. ASSIGNMENT**

The Recipient shall not assign this Agreement or any part thereof or any payments to be made thereunder 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. MEMBERS OF PARLIAMENT OR SENATORS**

No Member of the House of Commons or the Senate shall be eligible to any share of part of this Agreement or to benefit therefrom.

## **15. 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. In the event that the parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The parties will bear the costs of mediation equally.

## **16. 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.

## **17. SUCCESSORS**

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

## **ANNEX “D”**

### **REPORTING REQUIREMENTS**

#### **INTERIM OR FINAL ACTIVITY/RESULTS REPORTS**

Performance measurement or evaluation must be guided by the program’s Result-based Management and Accountability Framework (RMAF).

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