

## FINANCIAL ADMINISTRATION ACT

Pursuant to subsection 61(1.1) of the *Financial Administration Act*, the Commissioner in Executive Council orders as follows

1. The Deputy Minister of Justice is authorized to negotiate and sign on behalf of the Commissioner and Government of the Yukon an agreement with Canada, as represented by the Minister of Justice, entitled "Department of Justice Canada Child-Centred Family Justice Fund Project Funding Agreement".

Dated at Whitehorse, in the Yukon Territory, this 24th day of February, 2003.

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Commissioner of the Yukon

## LOI SUR LA GESTION DES FINANCES PUBLIQUES

Le commissaire en conseil exécutif, conformément au paragraphe 61(1.1) de la *Loi sur la gestion des finances publiques*, décrète ce qui suit :

1. Le sous-ministre de la Justice est autorisé à négocier et à signer, au nom du commissaire et du gouvernement du Yukon, un accord avec le Canada, représenté par le ministre de la Justice, intitulé « Department of Justice Canada Child-Centred Family Justice Fund Project Funding Agreement ».

Fait à Whitehorse, dans le territoire du Yukon, le 24 février 2003.

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Commissaire du Yukon

**DEPARTMENT OF JUSTICE CANADA CHILD-CENTRED FAMILY JUSTICE FUND  
PROJECT FUNDING AGREEMENT**

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***Parties and purpose of agreement***

This is an agreement between

The Minister of Justice, representing Her Majesty the Queen in Right of Canada, called "the Minister" in this agreement;

and

The Government of the Yukon Territory, Department of Justice, represented herein by Mr. William Craik, Deputy Minister of Justice, called "the Recipient" in this agreement.

**A. Purpose of agreement and expected results**

- A.1 The purpose of this agreement is to set out the terms under which the Minister will provide funding to the Recipient under the Department of Justice Canada Child-centred Family Justice Fund to cover some of the costs associated with Yukon's Family Justice activities, as outlined in the funding proposal for the 2002-2003 fiscal year.

**B. Effective date and duration of agreement**

- B.1 The agreement shall be for the period from April 1, 2002 to March 31, 2003, and shall come into effect once signed by all parties.

***Recipient's work and funding commitments***

**C. Work plan and reporting requirements**

- C.1 The Recipient has proposed to do the following and now agrees:

- To provide for comment, in draft form, copies of public communication materials to be produced with funding from the Department of Justice Canada, before final production of these materials;
- That the Department of Justice Canada be invited to participate on territorial coordinating committees for reforms to family justice services and programs;
- To submit an interim report detailing activities undertaken during the period from April 1, 2002 to September 30, 2002, no later than thirty (30) days following the signature of this agreement; and,
- To submit a final report, that builds on the interim report, detailing activities undertaken during the period from April 1, 2002 to March 31, 2003, no later than May 31, 2003.

These documents should be sent to:

Shane Spice, A/Senior Program Manager  
Program Development  
Family, Children and Youth Section  
Department of Justice Canada  
284 Wellington Street,  
Ottawa, ON K1A 0H8

- C.2 The Recipient agrees to provide the Minister with a final report that will contain the following key elements of data:

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- The objective(s) of the proposed services or activities;
- The results of any monitoring or evaluation activities available at the time of reporting, particularly the research questions that will measure the degree to which the objectives were met, what data will be collected and how the data will be analyzed;
- The results of any data capture available at the time of reporting (e.g. program statistics);
- Copies of any communication materials that were produced (i.e. brochures, fact sheets, videos, etc.); and
- Any other information that is relevant to the impact or success of the activities undertaken.

**D. Work commitments**

- D.1 The Recipient agrees to do this project work as described in the funding proposal that was approved on January 13, 2003. The Recipient will manage the project, and will not assign, delegate or subcontract the responsibility or management of the work funded under this agreement to any organization or individual, except as noted in this agreement, without the Minister's written permission.

**E. Financial management**

- E.1 The Recipient will be responsible for the administration of the funds received. The Recipient understands that it will receive from the Minister no more than the budget amount specified in section G of this agreement, and agrees that these funds are to be used only to cover the project expenses in the attached budget and incurred between April 1, 2002 and March 31, 2003.
- E.2 The Recipient's project budget, which sets out the allowable costs or the classes of expenditures eligible for reimbursement, is attached as Appendix "A".
- E.3 This budget does not include any portion of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) that the Canada Customs and Revenue Agency will rebate to the Recipient. All GST or HST taxes recovered or receivable will not be included with the individual budget items in the Recipient's final statement of accounts.
- E.4 The Recipient may transfer funds between categories of expenditures in Appendix "A". However, the Recipient may not increase the budget in any category of expenditure by more than 20% without the written permission of the Coordinator, Program Development, Family, Children and Youth Section.

**F. Financial reporting requirements**

- F.1 During the project, the Recipient agrees to submit interim and final statements of project revenues and expenditures, detailing all project revenues received and expenses incurred. The Recipient will supply all supporting documents required under this agreement, namely:
- an interim financial statement (PA-4 form) for the period from April 1, 2002 to September 30, 2002, shall be due no later than thirty (30) days following signature of this agreement;
  - a detailed Statement of Revenue and Expenditures (PA-1 form) for the period from April 1, 2002 to March 31, 2003, accompanied by a Statement of Disposition of Federal Contribution Funds (PA-5 form) certified by the Director of Financial Services, to be submitted no later than May 31, 2003.

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These documents should be sent to:

Shane Spice, A/Senior Program Manager  
Program Development  
Family, Children and Youth Section  
Department of Justice Canada  
284 Wellington Street,  
Ottawa, ON K1A 0H8

***The Minister's funding commitments***

***G. Financial contribution***

- G.1 The Minister will only issue payments under this agreement if the Department of Justice Canada receives money from Parliament for the fiscal year in which any payment is to be made. If payments cannot be made either in full or in part because the money is not received from Parliament, the Minister will notify the Recipient as soon as possible whether any payment can be made.
- G.2 The Minister reserves the right to choose which project expenses will be funded. Concerning this project, the Minister will pay the lesser of these two amounts:
- The amount of projected costs approved by the Minister in particular budget categories, as indicated in the Justice Canada column of Appendix "A".
- Otherwise,
- The amount of the project shortfall up to a maximum of \$150,000 in fiscal year 2002-2003.

***H. Payments***

- H.1 The Minister agrees to make interim payments to the Recipient, up to a maximum of \$120,000 (80% of the total contribution) in accordance with the schedule of payments provided in subsection F.1. Interim payments will be made after the Minister receives any interim reporting or accounting materials required by this agreement, and receives and approves the Recipient's interim statements of account (PA-4 form).
- H.2 The Minister agrees to make a final payment (remainder of the total contribution) to the Recipient after receiving all the material required by this agreement and approving a final statement of accounts for the project (PA-1 and PA-5 forms).

***Recipient's other commitments***

***I. No employee or agency relationship***

- I.1 Neither the Recipient, nor any person acting for the Recipient or on its behalf in any capacity, shall be deemed to be an employee, partner or agent of the Minister. The Recipient shall not represent itself, including in any agreement with a third party, as a partner or agent of the Crown.

***J. Conflict of interest***

- J.1 The Recipient will not allow any Member of the House of Commons or Senate to be involved with or benefit from any part of this agreement.
- J.2 The Recipient will not employ, appoint or have on its Board of Directors a member of the immediate family of the Minister of Justice – the Minister's spouse, parents, children, brothers and sisters – or the immediate family of the Minister's spouse; or the immediate family of any other Minister or party colleagues in the House of Commons and the Senate.

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J.3 The Recipient agrees that no current or former public office holder or public servant who is not in compliance with the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Conflict of Interest and Post-Employment Code for the Public Service* shall derive any direct benefit from this agreement. Furthermore, the Recipient agrees to disclose to the Minister's representative, in writing before this agreement is signed, any real, apparent or potential conflict of interest that could have a direct impact on the award of these funds to the Recipient.

J.4 The Recipient agrees that any person lobbying on behalf of the Recipient is registered in accordance with the federal *Lobbyists Registration Act*.

**K. Record and accounts**

K.1 The Recipient agrees to keep all project records and financial accounts for the project for three years after the date that the project funding ends. The Recipient will make project records available to the Minister, or to the Minister's auditors and evaluators, during normal business hours, upon request.

**L. Surplus/Overpayments**

L.1 Subject to subsection L.4, the Recipient agrees to repay any surplus of funds or overpayments of money received from the Minister. If a project expenditure is disallowed or any surplus or overpayment occurs, the Recipient will return the money to the Minister as a debt owing to Her Majesty the Queen in Right of Canada by writing a cheque payable to the Receiver General of Canada. Any interest owing on this debt is calculated from the date of the overpayment or the date the amount became repayable.

L.2 If this agreement is terminated, the Recipient agrees to repay to the Minister immediately all or any part of the contribution it received except for expenses incurred up to the point of termination, if asked to do so.

L.3 The Recipient agrees to declare any sources of funding, or proposed sources of funding, in addition to the funds received under this agreement, before the signature of this agreement.

L.4 The Recipient agrees that the Minister can claim from the Recipient an amount owing to Her Majesty the Queen in Right of Canada under this agreement as an overpayment, unexpended balance, surplus or an expense, which the Minister has disallowed, and that this amount is a debt owing to Her Majesty the Queen in Right of Canada. The Recipient agrees that the Minister may recover this debt by deducting it from any other amount that the Receiver General of Canada may owe to the Recipient now or in the future.

**M. Contingency fees**

M.1 The Recipient has not paid and will not pay or agree to pay a contingency fee to any person or organization for soliciting, negotiating or obtaining this agreement.

M.2 It is acceptable if the Recipient has an employee whose regular duties involve soliciting, negotiating or obtaining agreements of this type. If that is the case, the Recipient will include the accounts and records of any payments to that employee in the final statement of account for the project and in the records made available to the auditor.

**N. Acknowledgment**

N.1 The Recipient agrees to acknowledge the financial contribution of the Department of Justice Canada in any appropriate public announcement concerning the project or this agreement, or in any materials produced as a result of the project.

**O. Confidentiality clause**

O.1 If the Recipient becomes aware of any information that the Minister indicates is confidential, it will be treated as confidential by the Recipient, during and after the period of this agreement. The Recipient also agrees to uphold any security commitments that it makes to the Minister.

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**P. Disposition of Assets**

- P.1 The Recipient agrees to dispose of any assets acquired from funds received under this agreement in accordance with instructions received from the Minister's representative, which may include returning the assets to the Department of Justice Canada or disposing of the assets in accordance with *Surplus Crown Assets Act*.

**Q. Indemnification**

- Q.1 The Recipient assumes responsibility for any loss in the form of damages which is sustained as a result of the negligence of the actions of the Recipient's employees, agents or contractors, and for which the Crown is held liable, either in whole or in part.

**Joint commitments (Recipient and Minister)**

**R. Applicability of other laws**

- R.1 This agreement, and the work done under it, will be governed by the laws of the Yukon Territory

**S. Copyright**

- S.1 The Recipient retains copyright for any work produced under this agreement.
- S.2 The Recipient gives the Minister a royalty-free permanent license to produce, reproduce or publish, in any way, the original work or an adaptation, in any language, for use within the federal public service and for non-commercial distribution.

**T. Audit**

- T.1 The Minister may audit the Recipient's project accounts and records to ensure compliance with the terms of this agreement. An audit is an examination of the accounts, records or other necessary information of the Recipient. The audit may be conducted by an employee of the federal government or by another person recognized as a qualified auditor. The Recipient will provide the auditors with any information they require, upon request.
- T.2 The Minister will inform the Recipient about the results of the audit. If money is owing to the Recipient, the Minister must pay it as soon as possible after the audit has been completed. If money is owing to the Minister, the Recipient must pay it as soon as possible after being informed of the debt.

**U. Assessment/Evaluation**

- U.1 If the Minister decides to assess the project while it is ongoing, the Minister must inform the Recipient of its intention to assess the effectiveness and the efficiency of the activities of the Recipient under this project. The Recipient must provide all project and financial information that the Minister requires for the assessment.

**V. Amendments to this Agreement**

- V.1 The Minister and the Recipient can agree to change the terms of this agreement at any time by signing an amendment during the period covered by the agreement.

**W. Termination of this Agreement**

- W.1 The Minister or the Recipient may terminate this agreement for any reason, by giving thirty (30) days' notice in writing by registered mail to the representative identified in this agreement. In the case of termination, the repayment clause in section L.2 of the agreement will apply.

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**X. Disputes**

- X.1 If a disagreement or dispute arises out of this agreement, the Minister and the Recipient agree to use the following dispute resolution process to try to resolve the dispute, before beginning legal action:

The Minister and the Recipient agree to call a meeting, attended by individuals with decision-making authority, and attempt in good faith to negotiate a resolution. If the Minister and the Recipient have not resolved the dispute in thirty (30) days, they will meet as soon as possible with a neutral convenor, to help select a dispute resolution process that will best suit the dispute. They will select this neutral convenor together, from a list of proposed neutral convenors compiled by the Recipient and the Minister, and will equally share the related fees and expenses for the neutral convenor.

***Minister's limitation of liability***

**Y. Minister's liability**

- Y.1 Where the Recipient has entered into a loan, a capital lease or other long term obligation in relation to this agreement, the Crown, and the Minister (acting on behalf of the Crown or in the Minister's personal capacity), cannot be held liable for any injury (including death) or for any loss or damage, sustained by the Recipient or the property of the Recipient or the property of anyone else.

***Representatives for the purpose of this agreement***

**Z. Representatives**

- Z.1 The Minister's representative for the purpose of this agreement is:

Ms. Virginia McRae  
Senior General Counsel, Family, Children and Youth Section  
Department of Justice Canada  
284 Wellington Street,  
Ottawa, ON K1A 0H8

This is the person to whom any notices should be addressed.

- Z.2 The Recipient's representative for the purpose of this agreement is:

Ms. Catherine Simpson  
Manager, Court Administration  
Yukon Department of justice  
Box 2703 (J-3)  
Whitehorse, YK Y1A 2C6

This is the person to whom any notices should be addressed.

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**Signatures**

We agree to comply with all the terms of this agreement.

**Recipient**

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
(Recipient)


\_\_\_\_\_  
(Title)

Signed at \_\_\_\_\_ on  
(location)

\_\_\_\_\_  
(Date)

**Minister**

\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(On behalf of the Minister)

Deputy Minister of Justice  
(Title)

Signed at Whitehorse, YT on  
(location)

February 12, 2003  
(Date)



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APPENDIX "A"  
BUDGET

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<u>REVENUE</u>	TOTAL	JUSTICE CANADA
Department of Justice Canada	\$150,000	\$150,000
Yukon Department of Justice	<u>\$185,205</u>	<u>\$185,205</u>
<b>TOTAL</b>	<u>\$335,205</u>	<u>\$335,205</u>
 <u>EXPENDITURES</u>		
<b>Administration</b>		
Project Officer – Salary & Benefits (part-time)	\$39,000	\$39,000
Supplies	1,000	1,000
Travel to CCSO (Family Justice) Mtgs	8,500	8,500
 <b>Integration Activities</b>		
Parent Education	18,170	18,170
First Nations Researcher/Outreach Worker	13,830	13,830
YPLEA Variation Kit	3,500	3,500
Guide to Child Support Booklet	6,000	6,000
Childview Software training	2,500	2,500
Information Sessions	4,300	4,300
 <b>Enforcement Activities</b>		
MEP systems development	53,200	53,200
 <b>Yukon Department of Justice In-Kind:</b>		
<b>Salaries</b>		
Director, Court Services	10,000	
Manager, Court Administration	10,000	
MEP Administrator	30,000	
MEP Staff	6,000	
Territorial Judiciary	1,500	
Staff Lawyers	5,000	
Justice Systems Administrator	7,500	
Financial Staff	10,000	
ISB Project Manager	20,000	
 <b>Other</b>		
Capital expenditures on MEP systems project	58,205	
Facilities	20,000	
Postage/Courier	2,000	
Office equipment	2,500	
Forms, supplies and printing	2,500	
<b>TOTAL</b>	<u>\$335,205</u>	<u>\$150,000</u>

The contribution of the Department of Justice Canada will be limited to the lesser of \$150,000 (*One hundred and fifty thousand dollars*), or the approved costs incurred, as indicated in the "Justice Canada" column, less monies received from other sources.

The claimed expenditures should be net of any relief of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) rebate from the Canada Customs and Revenue Agency.