

**PROJECT/AGREEMENT NUMBER:** \_\_\_\_\_

----- Name of the Funding Program/Initiative -----  
CONTRIBUTION AGREEMENT  
made in duplicate

**BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the federal Minister of Health (herein respectively referred to as "Her Majesty" or the "Minister"), through the Public Health Agency of Canada (herein referred to as the "Agency" or "Department");

**AND:** \_\_\_\_\_  
(herein referred to as the "Recipient")

**PREAMBLE:**

**WHEREAS** the Minister is responsible for the Program/Initiative entitled "**☒FILL IN NAME OF PROGRAM/INITIATIVE☒**"; and

**WHEREAS** the Recipient has submitted to the Minister a proposal for the funding of a Project called "**☒FILL IN PROJECT TITLE ☒**" which qualifies for support under the Program/Initiative; and

**WHEREAS** the Minister wishes to provide financial assistance to support the Project;

**<use the following paragraph for Project renewals only - delete if not applicable>**

**WHEREAS** the Recipient is currently being funded by the Minister, through a contribution agreement, for a Project called "**☒FILL IN NAME OF PROJECT☒**" under the "**☒FILL IN NAME OF PROGRAM/ INITIATIVE☒**", and wishes to renew that Agreement under the terms and conditions set out in this Contribution Agreement;

**THEREFORE**, the Minister and the Recipient agree to the conditions and provisions stipulated in the following Contribution Agreement.

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## 1. Definitions

The following definitions apply to all documents forming an integral part of this Contribution Agreement:

- 1.1 “Agency” or “Department” means the Public Health Agency of Canada.
- 1.2 “Appropriation” means any authority of Parliament to pay money out of the Consolidated Revenue Fund.
- 1.3 "Confidential information" includes data and information relating to the affairs of the Recipient, the Minister or Her Majesty and designated as confidential, including records belonging to the Recipient or the Minister, and any personal information in the meaning of the *Privacy Act* and the *Access to Information Act*.
- 1.4 "Contribution Agreement" means this Agreement and includes documents listed in section 2, as well as any amendment made pursuant to section 33.
- 1.5 "Contingency fee" means any payment or compensation that is dependent or calculated on successfully soliciting a Government Contribution Agreement, or negotiating all or any part of its terms.
- 1.6 “Eligible Expenditures” means the costs described in Appendix ~~☒~~**FILL IN APPROPRIATE APPENDIX** ~~☒~~ that are incurred by the Recipient in carrying out the Project during the term of this Contribution Agreement.
- 1.7 “Her Majesty” means the Government of Canada.
- 1.8 "Material" means designs, reports, photographs, drawings, plans, specifications, documents, tools, resources, computer software, surveys, calculations and other data, as well as information collected, computed, drawn or produced with funds obtained through this Contribution Agreement, including computer web sites and printouts.
- 1.9 The "Minister" means the federal Minister of Health and includes any person duly authorized to act on behalf of the Minister.
- 1.10 “Project” means the activities and functions described in Appendix “A”.
- 1.11 “Program/Initiative” means the Agency’s Program or Initiative called ~~☒~~**FILL IN NAME** ~~☒~~
- 1.12 "Recipient" means the level of government, organization or person to whom a contribution is being made and who is responsible for carrying out the obligations set out in this Contribution Agreement.
- 1.13 "Records" means invoices, receipts, vouchers, bank statements and all transactional information pertaining to expenditures and commitments made by the Recipient or its agents in carrying out the Project and the obligations of this Contribution Agreement.

## TERMS OF AGREEMENT

### 2. Documents Constituting this Contribution Agreement

The following items form an integral part of this Contribution Agreement:

- the Preamble
- the Terms of Agreement
- Appendix A entitled the "Project"
- Appendix B entitled "Budget"
- Appendix C entitled "Reporting Plan"
- Appendix D entitled "Cashflow Forecast and Record of Expenditures" Form
- Appendix E entitled "Eligible Expenditures"

<List additional appendices that are referred to in this Contribution Agreement, such as:>

- Appendix F entitled "Project Evaluation Guide"

⌘NOTE: It is the Program Manager's responsibility to ensure that the Appendices do not contradict any part of this Contribution Agreement.⌘

### 3. Project

3.1 The Project, as set out in Appendix A, shall include any and all revisions agreed to prior to the effective date of this Contribution Agreement.

3.2 Once this Contribution Agreement has taken effect, any changes to the Project shall require the prior written approval of the Minister.

### 4. Effective Date and Term

This Contribution Agreement will commence on the later of

4.1 the date of signature of all parties; or

4.2 \_\_\_\_\_, 20\_\_.

and will end on \_\_\_\_\_, 20\_\_ , unless terminated earlier pursuant to sections 8, 17 or 33.

### 5. Contribution

5.1 Subject to the terms of this Contribution Agreement, Her Majesty agrees to make contribution payments to the Recipient for an amount not to exceed \_\_\_\_\_ dollars (\$ \_\_\_\_\_) <⌘ fill in the total amount of the Contribution ⌘> towards eligible expenses, to carry out the Project.

5.2 The contribution payments shall be made in accordance with the Treasury Board Policy on Transfer Payments and in accordance with the completed Cashflow Forecast and Record of Expenditures Form (Appendix D), as follows:

<choose one of the following two options>

⌘ If claims reimbursements will be made ⌘

5.2.1 subject to section 5.2.4, payments under this Contribution Agreement will be made upon receipt and verification of claims submitted by the Recipient. When submitting a claim, the Recipient must use the Cashflow Forecast and Record of Expenditures Form (Appendix "D") and follow the Reporting Plan (Appendix C);

⌘ If advance payments will be made ⌘

<choose one of the following two options>

5.2.1 an initial advance in the amount of \_\_\_\_\_ dollars(\$\_\_\_\_\_), which is equal to the estimated cash flow requirements of the Recipient, payable within thirty (30) calendar days after the receipt of the estimated cash flow requirements or the signing of this Contribution Agreement, whichever is later;

**OR**

5.2.1 an initial advance equal to the estimated cash flow requirements of the Recipient, for < choose [(90% **OR** 75%) of the total value of the Project for the current fiscal year], **OR** [the first three months] **OR** [the first month]> of this Contribution Agreement, payable within thirty (30) calendar days after the receipt of the estimated cash flow or the signing of this Contribution Agreement, whichever is later;

5.2.2 subsequent payments shall be made <choose monthly **or** quarterly> upon receipt and verification by the Minister of a <choose monthly **or** quarterly> Cashflow Forecast and Record of Expenditures Form submitted by the Recipient and in accordance with the approved Budget (Appendix B); and

5.2.3 subject to adjustments based on the accounting for the previous payments and quarterly reports received.

5.2.4 The Minister will withhold up to \_\_\_\_\_ dollars(\$\_\_\_\_\_) from the final payment. This holdback will be released following receipt and verification of

5.2.4.1. the Recipient's final duly completed Cashflow Forecast and Record of Expenditures Form and such other reports as the Recipient is required to submit pursuant to the Reporting Plan (Appendix C), as well as any audit report required by the Minister; or

5.2.4.2. such other documentation and information that the Minister may, at his/her sole discretion, request from the Recipient.

The Minister will be entitled to make any necessary adjustments to the holdback before releasing the final amount.

5.3 Failure to submit reports for ~~the~~ <<FILL IN NAME OF PROJECT>>, as set out in the Reporting Plan (Appendix C) of this Contribution Agreement, will result in the non-payment of subsequent payments for this Project until all outstanding reports are submitted and approved by the Minister.

5.4 The Recipient shall report to the Minister, within thirty (30) days of being notified by the appropriate level of government, any Input Tax Credits or other forms of rebate/refund [i.e., Provincial Sales Tax (PST), Goods and Services Tax (GST) or Harmonized Sales Tax (HST)] to which the Recipient is entitled in relation to this Contribution Agreement. With the Minister's prior written approval, such rebate/refund/credit may be used to enhance the Project. The Minister may also request that the Recipient reimburse to the Minister an amount equal to the rebate/refund/credit, or may deduct this amount from subsequent payments owed the Recipient.

5.5 The Minister reserves the right to pay to the Recipient the lesser of

- the amount set out in Section 5.1 above;
- the actual eligible expenditures incurred; or
- the amount set out in Section 5.1 above, less any amounts received by the Recipient from other sources to cover the same expenditures funded under this Contribution Agreement.

5.6 Although it is recommended that contribution funds be placed in a non-interest-bearing account, any interest earned on contribution funds must either be returned to Her Majesty or, with prior written approval from the Minister, used to enhance the project.

## 6. **Diligence**

The Recipient shall carry out the Project in a diligent and professional manner and in compliance with all applicable laws, by-laws and regulations.

## 7. **Funding** (subject to appropriation)

In accordance with Section 40 of the *Financial Administration Act* (R.S.C. 1985, C.F.-11), payment of a contribution in any fiscal year (01 April - 31 March) is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which any commitment would come due for payment.

## 8. **Funding Changes**

Notwithstanding the Minister's determination to honour the terms of this Contribution Agreement and support the Recipient's efforts to achieve the objectives of the Program/Initiative, extraordinary circumstances may require that there be changes to the funding of this Contribution Agreement.

- 8.1 The Minister may reduce or terminate funding under this Contribution Agreement in response to the Government's annual Budget, a parliamentary or governmental spending restraint decision, or a re-structuring or re-ordering of the federal mandate and responsibilities that impacts on the Program/Initiative under which this Contribution Agreement is made.
- 8.2 If the funding for a Program/Initiative is reduced as a result of a decision or occurrence mentioned in 8.1, the amount remaining unpaid under this Contribution Agreement may be reduced, as of the date the reduction takes effect, by a percentage equal to the percentage of the reduction.
- 8.3 If a Program/Initiative or its funding is terminated as a result of a decision mentioned in 8.1, funding under this Contribution Agreement will be terminated as of the date the funding termination comes into effect.
- 8.4 In the event of a funding reduction or termination, the Minister shall give notice in writing to the Recipient of the relevant decision and its impact on the Contribution Agreement, as early as possible. Unless the decision or occurrence causing the reduction or termination indicates a specific date for such action, the Minister shall give notice to the Recipient sixty (60) calendar days before the action to reduce or terminate funding becomes effective.
- 8.5 In the case of a decision to reduce funding, the Minister shall, in the notice in 8.4, offer to the Recipient a reasonable opportunity to work with the Agency to negotiate a modification to the Recipient's obligation under this Contribution Agreement in light of this reduction. Where appropriate and subject to Section 8.2 above, the Minister shall offer to the Recipient a reasonable opportunity to negotiate a way to implement the reduction with respect to any remaining payments.

## 9. **General Accounting Practices and Principles**

From the outset, the Recipient accepts accountability for demonstrating good management practices in financial planning, expenditure control, and reporting. The Recipient agrees to adhere to generally accepted accounting principles. This management accountability may be verified through the annual audit reports prepared by the Recipient's official auditors. Where such a report is prepared, the Recipient shall provide a copy to the Minister within thirty (30) calendar days of its release.

**10. Use of funds**

The Recipient shall use the funds provided under this Contribution Agreement solely to cover Eligible Expenditures in accordance with the approved Budget (Appendix B).

**11. Surplus and Overpayments**

11.1 Any amount that the Recipient is under an obligation to refund to the Minister, under this Contribution Agreement, shall be a debt owing to Her Majesty.

11.2 The Recipient shall inform the Minister in writing of any potential underspending for any given fiscal year, on or before the 10<sup>th</sup> day in January.

11.3 The Recipient shall, within thirty (30) calendar days of the effective date of this Contribution Agreement, declare to the Minister any amounts owing to Her Majesty under legislation or other agreements. The Minister may deduct these amounts from any further amounts due to the Recipient under this Contribution Agreement.

11.4 The Recipient shall, for the purposes outlined in the Project and for the duration of this Contribution Agreement, declare to the Minister any and all actual or anticipated sources of funding from any level of government or private source, in addition to the funding received under this Contribution Agreement.

**12. Refund**

12.1 The Recipient shall repay to the Minister any and all disallowed expenditures and overpayments made under this Contribution Agreement. In the event that any such excess arising from this Contribution Agreement is not promptly refunded, the Minister may deduct the identified amount from any further amounts due to the Recipient.

12.2 The Recipient shall refund to the Receiver General for Canada

12.2.1 within thirty (30) calendar days of the termination or expiry of this Contribution Agreement, any funds advanced to the Recipient and not spent prior to the termination or expiry of this Contribution Agreement;

12.2.2 immediately upon a written request by the Minister, any funds advanced to the Recipient for which, in the opinion of the Minister, no satisfactory evidence has been provided by the Recipient that the money has been spent in accordance with this Contribution Agreement;

12.2.3 within thirty (30) calendar days of the end of a fiscal year, any funds that were advanced and not spent prior to March 31<sup>st</sup> of any fiscal year for the duration of this Contribution Agreement;

12.2.4 immediately upon request, amounts paid in error; and

12.2.5 immediately upon request, amounts received by the Recipient from other sources to cover expenditures for which the Recipient received funding under this Contribution Agreement.

- 12.3 The Minister may withhold from any payment due under this Contribution Agreement or any subsequent agreement between Her Majesty and the Recipient
- 12.3.1 any funds that the Recipient is required to refund to the Receiver General for Canada pursuant to subsections 12.1 and 12.2;
- 12.3.2 any funds to be received by the Recipient under the terms of a previous agreement between Her Majesty and the Recipient
- 12.3.2.1 that had not been spent when the previous agreement ended or was terminated, and that had not been refunded to the Receiver General for Canada, or
- 12.3.2.2 for which, in the opinion of the Minister, no satisfactory evidence has been provided by the Recipient that the money has been spent in accordance with that agreement.
- 12.4 The refund, in the form of a cheque made out to the Receiver General for Canada, is to be sent to the Agency's Representative as stated in Section 36.1 of this Contribution Agreement.

### 13. **Budget and Financial Reports**

- 13.1 Using the Cashflow Forecast and Record of Expenditures Form, the Recipient shall submit, for the Minister's approval, an updated cash flow report showing actual expenditures and adjusted budget forecasts for subsequent reporting periods within that fiscal year, or for later fiscal years. Pursuant to Appendix "C", these reports are due within <choose: 10 OR 15 OR 20 OR 30> calendar days following the end of a <choose: month, OR quarter OR year> in each fiscal year of this Contribution Agreement.
- 13.2 In accordance with Appendix "C", the Recipient shall, within thirty (30) calendar days of the termination or expiry of this Contribution Agreement, submit to the Minister <choose: a final financial statement/invoice/claim, and/or an electronic copy of the final report (including the evaluation report, if applicable), and/or, XX (enter number of) copies of each of the materials produced by the Project>.
- 13.3 The Minister shall not be obliged to pay any bills or other costs submitted more than thirty (30) calendar days after the termination or expiry of this Contribution Agreement.

### 14. **Records and Audit**

- 14.1 The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient to ensure compliance with the terms and conditions of this Contribution Agreement. The scope, coverage and timing of such audit shall be as determined by the Minister, and may be carried out by employees or agents of the Agency at the Agency's expense.
- 14.2 The Recipient shall
- 14.2.1 acknowledge that the Minister or his/her agents may audit any or all of the records, including financial records of the Recipient or its agents, whether directly or indirectly related to this Contribution Agreement, as is necessary to satisfy the Minister that the objectives and activities of the Program/Initiative have been carried out and that the funds have been spent in accordance with the terms of this Contribution Agreement;
- 14.2.2 keep accounts and records of all financial transactions in accordance with generally accepted accounting principles;



- 14.2.3 make such records available for audit by the Minister upon reasonable notice, and permit the Minister to audit and inspect the records, and to take extracts from and make copies of the records;
- 14.2.4 provide reasonable facilities to the Minister for such audits and inspections and provide the Minister with all information necessary to understand the records;
- 14.2.5 keep all records intact for six (6) years after the termination or expiry of this Contribution Agreement, unless otherwise notified in writing by the Minister that such records are no longer needed;
- 14.2.6 immediately reimburse the Receiver General for Canada any overpayments or unallowed expenditures, as determined by the audit; and
- 14.2.7 maintain any personal records in an appropriate and confidential manner.

**15. Access to Staff, Records and Premises**

Upon reasonable notice, the Recipient agrees to provide the Minister with access to the Recipient's staff, records and premises for purposes related to monitoring, reviewing or auditing the activities undertaken in relation to this Contribution Agreement, and related to the evaluation of the effectiveness or efficiency of the Program/Initiative.

**16. Evaluation**

- 16.1 The Recipient shall carry out an evaluation of the Project funded through this Contribution Agreement in accordance with <Choose [the Project Evaluation Guide ~~or~~ **&FILL IN THE APPROPRIATE APPENDIX TITLE (Appendix "X")** ~~or~~ [the Agency's guidelines].>
- 16.2 The Recipient must submit the results of the evaluation to the Minister.
- 16.3 The Recipient agrees to participate in any evaluation on a regional, provincial, territorial and/or national scale.

**<Optional - use for Project renewal only>**

- 16.4 Should the Recipient request further funding for this Project as part of a renewal, the Recipient must submit to the Minister detailed work plans and budgets, any proposed modification to the Project's goal, and any other details that may be required by the Minister. This information must be received sufficiently in advance to permit full assessment of the renewal request prior to the termination of this Contribution Agreement.

**17. Default**

- 17.1 The following constitute events of default:
  - 17.1.1. the Recipient fails to perform or comply with any term, condition or obligation under this Contribution Agreement;
  - 17.1.2. the Recipient, in support of its application for funding, or proposal, or in connection with this Contribution Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to the Minister;
  - 17.1.3. the Recipient fails to make progress so as to jeopardize the success or outcome of the Project in accordance with this Contribution Agreement;
  - 17.1.4. in the opinion of the Minister, there is a detrimental change in the Recipient's

ability to carry out its responsibilities under this Contribution Agreement;

17.1.5. the Recipient ceases to operate;

17.1.6. the Recipient becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute being in force from time to time relating to bankrupt or insolvent debtors; or

17.1.7. the Recipient is dissolved, or an order is made or resolution passed for the winding up of the Recipient.

17.2 If, in the opinion of the Minister an event of default occurs, the Minister may, with prior notice to the Recipient and without restricting any remedies otherwise available,

17.2.1. arrange, under specific terms and conditions, for the Project to be completed or continued by another recipient;

17.2.2. require that the Recipient take such reasonable action as may be necessary to remedy the event of default;

17.2.3. audit or cause to have audited the accounts and records of the Recipient;

17.2.4. direct the Recipient to repay forthwith to the Receiver General for Canada all or part of the funds paid under this Contribution Agreement;

17.2.5. withhold all or part of the funds payable under this Contribution Agreement; or

17.2.6. terminate the Contribution Agreement and the Minister's obligation to provide any further contribution funds to the Recipient.

17.3 The Minister may exercise any one or more of the remedies set out in section 17.2.

<choose one of the following two clauses 18>

~~☒~~ **Where assets with an original individual cost of \$2,000 or more are part of the project** ~~☒~~

## 18. Assets

18.1 For the purpose of this section, the term "Asset" means any asset

18.1.1 acquired by the Recipient with contribution funds under this Contribution Agreement, or under a previous contribution agreement funded by the same Program; and

18.1.2 not consumed or expended in the natural course of its use.

18.2 The Recipient shall report to the Minister on such assets in accordance with the requirements in the Reporting Plan (Appendix C).

18.3 During the term of this Contribution Agreement, the Recipient shall not

18.3.1 sell, exchange, transfer or dispose of any "Asset(s)", where the initial acquisition cost to the Recipient was \_\_\_\_\_ dollars(\$\_\_\_\_\_) or more; or

18.3.2 pledge, mortgage, charge or permit the creation of any security interest, claim or lien against the "Asset(s)", where the initial acquisition cost to the Recipient was \_\_\_\_\_ dollars(\$\_\_\_\_\_) or more;

except with the prior written consent of the Minister, and in accordance with such

terms and conditions as may be imposed by the Minister.

18.4. At the expiration of this Contribution Agreement or upon its earlier termination, the Recipient shall provide an inventory of the asset(s) it has preserved, and, if so directed by the Minister, shall

18.4.1 sell any preserved project Asset(s) at fair market value and

18.4.1.1) apply the funds realized from such sale against the costs of the Project to offset the Minister's contribution to the Eligible Expenditures; or

18.4.1.2) repay the funds realized from such sale forthwith to the Receiver General for Canada;

18.4.2 transfer any preserved project asset(s) to another person or organization designated or approved by the Minister; or

18.4.3 dispose of any preserved project asset(s) in such other manner as determined by the Minister.

**⌘ Where the project has NO assets with an original individual cost of \$2,000 or more ⌘**

## 18. Assets

18.1 For the purpose of this section, the term "Asset" means any asset

18.1.1 acquired by the Recipient with contribution funds under this Contribution Agreement, or under a previous contribution agreement funded by the same Program; and

18.1.2 not consumed or expended in the natural course of its use.

18.2 During the term of this Contribution Agreement, the Recipient shall not purchase any "Asset(s)" with an initial acquisition cost to the Recipient of Two Thousand dollars (\$2,000) or more without the prior written consent of the Minister.

## 19. Acknowledgement of Contribution and Disclaimer

19.1 The Recipient shall acknowledge the contribution received from the Agency in any published paper, report, promotional activity, public presentation and electronic material related to the Project in the following manner:

"Production of this \_\_\_\_\_ has been made possible through a financial contribution from the Public Health Agency of Canada."

19.2 The Recipient shall, unless otherwise directed by the Minister, ensure that the following disclaimer appears on any materials developed for public distribution under this Contribution Agreement:

"The views expressed herein do not necessarily represent the views of the Public Health Agency of Canada."

## 20. Liability

20.1 Her Majesty shall not be held liable for any injury, including death, 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 agents, employees, contractors 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 with this Contribution Agreement.

- 20.2 Neither the Recipient, the Recipient's personnel nor anyone who is asked by the Recipient to help with the Project or who is engaged to carry out the Project or part of the Project is an employee, servant, partner or agent of Her Majesty. This includes voluntary workers, subcontractors and agents of the Recipient.
- 20.3 The Recipient agrees not to represent itself as an agent or a partner of Her Majesty at any time or in any situation.
- 20.4 The Recipient agrees to be solely responsible for any and all deductions and payments required to be made from or to employees and anyone else, including those for the Canada or Quebec Pension Plans, Employment Insurance, the Worker's Compensation Board, and the Canada Customs and Revenue Agency (Income Tax).

## 21. **Members of Parliament**

No Member of the House of Commons or Senate shall be admitted to any share or part of this Contribution Agreement or to any benefit arising from it, unless such benefits are available to the population at large.

## 22. **Conflict of Interest**

- 22.1 While this Contribution Agreement is in effect, the Recipient will not pursue other interests that are inconsistent with those covered by this Contribution Agreement.
- 22.2 The Recipient declares that it has no pecuniary interest in the business of any third party that would cause, or seem to cause, a conflict of interest in carrying out this Contribution Agreement or in awarding these funds to the Recipient. Should such an interest be acquired during the term of this Contribution Agreement, the Recipient shall declare it immediately to the Minister.
- 22.3 No official or employee of the Government of Canada shall be admitted to any share or part of this Contribution Agreement or to any benefit arising from it without the written consent of the official's or employee's Minister, unless such benefits are available to the population at large.
- 22.4 It is a term of this Contribution Agreement that no current or former public servant or public office holder to whom the *Conflict of Interest and Post-employment Code for the Public Service*, *The Values and Ethics Code for the Public Service*, or *The Conflict of Interest and Post-employment Code for Public Office Holders* applies, shall derive any direct benefit from this Contribution Agreement, including any employment, payments or gifts, unless the provision and receipt of such benefits is in compliance with such Code.

## 23. **Certification - Contingency Fees**

- 23.1 The following definitions apply to this section:

"employee" means a person with whom the Recipient has an employer/employee relationship;

"person" refers to any 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 *Lobbyist Registration Act* R.S. 1995 c.44 (4th Supplement) as amended.

- 23.2 The Recipient certifies that it has not paid and will not directly or indirectly pay, or agree to pay, a contingency fee for the solicitation, negotiation or obtaining of this Contribution Agreement to any person other than an employee acting in the normal course of his/her duties.
- 23.3 The Recipient certifies that any individual lobbying on behalf of the Recipient in relation with this Contribution Agreement is registered pursuant to the *Lobbyist Registration Act*.
- 23.4 If the Recipient falsely certifies under this section or is in default of the obligations contained therein, the Minister may either terminate this Contribution Agreement for cause or recover from the Recipient the full amount of the contingency fee by way of reducing the contribution or otherwise.

#### 24. **Intellectual Property Rights**

- 24.1 Any material produced by the Recipient in carrying out its obligations under this Contribution Agreement shall vest in and remain the property of the Recipient, unless otherwise agreed to. The Recipient shall report to the Minister what material, if any, has been produced under this Contribution Agreement.
- 24.2 The Recipient hereby grants to the Minister a non-exclusive, irrevocable, worldwide, fully-paid and royalty-free license to make, copy, translate, use, produce or further develop all materials for any purpose, except sale or licensing in commercial competition with the Recipient. The Minister's license also includes the right to disclose the components to other organizations for information purposes only.

#### 25. **Confidentiality**

- 25.1 The Minister and the Recipient shall both protect any confidential information according to applicable federal, provincial or territorial legislation.
- 25.2 The Minister and the Recipient shall use all reasonable efforts to protect confidential information from disclosure to third parties. Such efforts shall be in accordance with the *Access to Information Act* and the *Privacy Act*.
- 25.3 The Recipient shall ensure that all personal information to which the Recipient or its officers, servants or agents become privy, shall be treated as confidential and shall not be disclosed without the written consent of the individual to whom the information relates.
- 25.4 The Minister shall ensure that all personal information to which the Minister or his/her officers, servants or agents become privy, shall be treated as confidential in accordance with the *Privacy Act*.

#### 26. **Indemnification**

- 26.1 The Recipient shall indemnify and save harmless the Minister and his/her officers, 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, infringement of rights or any other loss or damages whatsoever arising directly or indirectly from any willful or negligent act, omission, or delay on the part of the Recipient, the Recipient's elected or non-elected officials, employees, contractors or agents in carrying out the Project or as a result of the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by Her Majesty or Her officers, employees or agents.
- 26.2 The Recipient's obligation to indemnify or reimburse the Minister under the

Contribution Agreement shall not affect or prejudice the Minister from exercising any other rights under the law.

- 26.3 The Recipient shall protect itself from and against all claims for or involving bodily injury (including personal injury), death or property damage that might arise from anything done or omitted by the Recipient or by any person acting in any capacity for the Recipient or on its behalf by arranging and maintaining comprehensive general liability insurance coverage for occurrences taking place at any time during the term of this Contribution Agreement for such coverage limits as a reasonably prudent party carrying out the same or similar activities would obtain.
- 26.4 Within 30 calendar days of the signing of this Contribution Agreement or any subsequent change or renewal of its insurance coverage, the Recipient shall provide proof satisfactory to the Minister that it has obtained the insurance coverage under section 26.3. The Recipient shall notify the Minister forthwith of any lapse or termination of any such insurance coverage.

27. **Assignment**

The Recipient shall not assign this Contribution Agreement or any part or responsibility thereof, any obligation therein, or any payments to be made thereunder without the prior written consent of the Minister. Any assignment made without that prior written consent is void and of no effect.

28. **Successors**

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

29. **Breach or Nonfulfillment**

The failure of either the Minister or the Recipient to give notice to the other of the breach or nonfulfillment of any provision of this Contribution Agreement shall not

- 29.1 constitute acceptance of the breach or nonfulfillment;
- 29.2 constitute acceptance of a further breach or nonfulfillment of the same provision; nor
- 29.3 constitute acceptance of the breach or nonfulfillment of any other provision of this Contribution Agreement.

30. **Laws of Interpretation**

This Contribution Agreement shall be interpreted in accordance with the laws in force in the <choose: Province **OR** Territory> of \_\_\_\_\_ and any applicable Federal laws.

31. **Dispute Resolution**

- 31.1 In the event of a dispute under this Contribution Agreement for which mediation is appropriate, the parties agree to use the procedures set out in sections 31.2, 31.3, 31.4 and 31.5 below prior to pursuing any other legal remedy. Issues of "Public Law" such as constitutional, Charter, administrative, criminal or tax law are not appropriate for such dispute resolution.
- 31.2 At the onset of a dispute, the parties, or their representatives, agree to meet promptly for the purposes of attempting, in good faith, to negotiate a settlement.
- 31.3 If the parties are unable to settle the dispute by negotiation within ten (10) business days or any other period agreed to, the parties shall agree to submit the dispute to

mediation. As governed by a "MEDIATION Agreement", the terms of the mediation and the role of the mediator shall be negotiated and agreed upon by both parties.

31.4 The parties shall jointly select a single mediator within fourteen (14) calendar days of submitting the dispute to mediation. In the event that the parties are unable to agree upon the choice of a mediator, one will be chosen by the Arbitration and Mediation Institute of Canada upon application by one or more of the parties.

31.5 The parties agree to participate in good faith in the mediation for a period of up to sixty (60) calendar days (which they may extend on mutual agreement). If they cannot resolve the dispute within that time period, the parties are free to submit the dispute to litigation or any other dispute resolution procedure.

31.6 The ability of the Minister to take action under this Contribution Agreement shall not be prejudiced by this section or any procedure flowing from it.

## 32. **Official Languages**

32.1 The Recipient is responsible for clearly identifying the clientele of the Project and, in consultation with the Agency, taking the necessary measures to respect the spirit and intent of the *Official Languages Act* to communicate with the public in the official language (i.e., English or French) of their choice.

32.2 If it is, or should be, jointly determined that the "numbers warrant" including both official linguistic communities, then the Project (Appendix "A") shall be deemed to include the following statement:

32.2.1 "that announcements, services, documents, conferences, meetings, workshops, etc., be in both official languages and that community members of both official languages be encouraged to participate in the Project."

## 33. **Amending or Terminating the Contribution Agreement**

33.1 This Contribution Agreement shall only be amended, in writing, by mutual consent of the Minister and the Recipient.

33.2 This Contribution Agreement may be terminated, in writing, by mutual consent of the Minister and the Recipient.

33.3 Nothing in section 33.2 limits the Minister's ability to terminate this Contribution Agreement under section 8 or 17 of this Contribution Agreement.

## 34. **Entire Contribution Agreement**

This Contribution Agreement sets forth the entire Contribution Agreement and understanding between the Minister and the Recipient and supersedes and cancels all previous negotiations, Contribution Agreements, applications, commitments, and writings with respect to the Project.

## 35. **Obligations Surviving Termination**

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

36. **Notice**

36.1 Any notice, request, direction or other communication required to be given or made under this Contribution Agreement shall be in writing and shall be deemed to be sufficient if sent by registered mail, telegram, or facsimile, or delivered in person to the other party, at the following address:

For **Her Majesty**:

\_\_\_\_\_  
Title of the Public Health Agency of Canada Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone / facsimile

TO THE ATTENTION OF: \_\_\_\_\_

For the **Recipient**:

\_\_\_\_\_  
Name of Recipient

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone / facsimile

TO THE ATTENTION OF: \_\_\_\_\_

36.2 Such notice, request, direction or other communication shall be deemed to have been received ten (10) business days after mailing if sent by registered mail, and the following business day if sent by telegram, facsimile or delivered in person.

36.3 All payments shall be made by a negotiable instrument sent to the Recipient by ordinary prepaid mail at the address indicated in section 36.1, unless otherwise specified in writing by the Recipient, or by any other commercially recognized method of payment.



37. **Representatives/Signatories**

This Contribution Agreement has been executed on behalf of the Recipient and on behalf of Her Majesty the Queen in Right of Canada by their duly authorized representatives.

**For Recipient:**

Date \_\_\_\_\_

\_\_\_\_\_  
SIGNED ON BEHALF OF THE RECIPIENT

\_\_\_\_\_  
(Print name)  
(Print title)  
(having authority to bind the  
Corporation/Organization/Government)

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**For Her Majesty:**

Date \_\_\_\_\_

\_\_\_\_\_  
SIGNED ON BEHALF OF HER MAJESTY

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Print title)

WITNESS:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print name)

**FOR USE OF THE PUBLIC HEALTH AGENCY OF CANADA ONLY**

<b>Financial Coding - Codage Financier</b>
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VENDOR CODE: CODE DU VENDEUR	COMMITMENT NUMBER: ENGAGEMENT FINANCIER:
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