

**PROJECT NUMBER:**

<p style="text-align: center;"><b>“Name of the Funding Program/Initiative”</b> CONTRIBUTION AGREEMENT made in duplicate</p>
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**BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, represented by the federal Minister of Health (herein respectively referred to as “Her Majesty,” “Canada” 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 entitled “**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;

*N.B.: use the following paragraph for Project renewals only - delete if not applicable.*

**WHEREAS** the Recipient is currently receiving funding from the Minister, through a contribution agreement, for a Project entitled “**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;

Accordingly, the Parties agree as follows:

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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 of 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 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, including the documents listed in section 2 of the “Terms of Agreement”, 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 provisions.
- 1.6 Repealed.
- 1.7 “Her Majesty” means the Government of Canada.
- 1.8 “Material” means designs, reports, photographs, diagrams, plans, specifications, documents, tools, resources, computer software, surveys, calculations and other data, as well as information collected, computed, compiled or produced with funds obtained through this Contribution Agreement, including Web sites and printouts.
- 1.9 The “Minister” means the federal Minister of Health, which 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 receiving a contribution and responsible for fulfilling the obligations set out in this Contribution Agreement.
- 1.13 “Records” means invoices, receipts, vouchers, bank statements and all transaction information pertaining to expenditures and commitments made or undertaken 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 and any later amendments thereto are an integral part of this Contribution Agreement:

- 2.1 the Preamble
- 2.2 the Terms of Agreement
- 2.3 Appendix "A" entitled the "Project Description"
- 2.4 Appendix "B" entitled "Budget"
- 2.5 Appendix "C" entitled "Project Document Schedule"
- 2.6 Appendix "D" entitled "Cashflow Forecast and Record of Expenditures Form"

### 3. Project

- 3.1 The Project described in Appendix "A" includes 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 it is 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 exceeding \_\_\_\_\_ dollars (\$\_\_\_\_\_) *N.B. fill in the total amount of the Contribution* for eligible expenses, to carry out the Project.
- 5.2 The contribution payments shall be made in accordance with Appendix "B" of the Treasury Board Policy on Transfer Payments and in accordance with the completed Cashflow Forecast and Record of Expenditures Form (Appendix "D") appended to this Contribution Agreement, as follows:

**N.B. choose one of the following two options**

**Option 1: 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 on the Cashflow Forecast and Record of Expenditures Form (Appendix "D") in accordance with the Project Document Schedule (Appendix C);

*Option 2: 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 *N.B. choose one of the following three options* 90% *OR* 75% of the total value of the Project for the current fiscal year *OR* the first three months *OR* the amount equivalent to the first month of this Contribution Agreement, payable within thirty (30) calendar days after the receipt of the estimated cash flow requirements or after 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** Cash Flow Forecast and Record of Expenditures submitted by the Recipient in accordance with the approved Budget (Appendix “B”);

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

5.2.4 The Minister will withhold up an amount not exceeding \_\_\_\_\_ dollars(\$\_\_\_\_\_)

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 Project Document Schedule (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 sees fit to request from the Recipient.

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

5.3 Failure to submit reports for “**FILL IN NAME OF PROJECT**”, as set out in the Project Document Schedule (Appendix “C”) of this Contribution Agreement, will result in the non-payment of subsequent advances 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 [e.g., 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 to 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. Repealed**

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

In accordance with Section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), the payment of a contribution in any fiscal year (April 1-March 31) 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**

8.1 Under this Agreement, the remittance of any payment is dependant on the parliamentary appropriation granted in the fiscal year in which the payment is to be remitted as well as on maintaining current and anticipated funding for the Program that is the subject of this Agreement. Should the Treasury Board cancel the Program or reduce the funding for any fiscal year in which the payment is to be made under the Agreement, or should Parliament reduce the overall level of funding for the Agency's programs for any fiscal year in which the payment is to be made under the Agreement, Canada may terminate the Agreement or reduce the amount of the contribution to be paid in that fiscal year under the Agreement.

8.2 If, under section 8.1, the planned funding is terminated or must be reduced, the Agency shall give at least two months' written notice to the Recipient of its intentions, the relevant decision and its impact on the Agreement. If, following the funding cut, the Recipient cannot or will not carry out the project, it may terminate the Agreement after notifying the Agency.

## **9. Generally Accepted Accounting Practices and Principles**

From the outset, the Recipient accept accountability for demonstrating good management practices in financial planning, expenditure control, and reporting. The Recipient agrees to adhere to generally accepted accounting practices and principles. This managerial 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 the Minister with a copy 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 bound to repay to the Agency under this provision shall be a debt owing to Her Majesty.
- 11.2 On or before the 10<sup>th</sup> day in January of each year for the duration of the project, the Recipient shall identify any potential underspending and immediately report it to the Agency in writing. If underspending is established, the Recipient agrees to repay the relevant amount to the Agency. The Agency can deduct the amount from any other sums owed to the Recipient.
- 11.3 Within thirty (30) calendar days of the effective date of this Contribution Agreement, the Recipient shall declare to the Minister any amounts owing to Her Majesty under legislation or other agreements. The Minister may deduct these amounts from any future amounts payable to the Recipient under this Contribution Agreement.
- 11.4 For the purposes outlined in the Project and for the duration of this Contribution Agreement, the Recipient shall declare to the Minister any and all current or anticipated sources of funding from other sources, in addition to the funding received under this Contribution Agreement.

## **12. Repayment**

- 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 repaid, the Minister may deduct the identified amount from any future amounts payable to the Recipient.
- 12.2 The Recipient shall repay 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 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 the funds that the Recipient is required to repay to the Receiver General for Canada pursuant to sections 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 repaid 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 funds have been spent in accordance with that agreement.

12.4 The repayment, in the form of a cheque made out to the Receiver General for Canada, shall 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 Quarterly Cash Flow Forecast and Record of Expenditures form, the Recipient shall submit, for the Minister's approval, an up-to-date cash flow report showing 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 30 calendar days following the end of the quarter of 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 a final financial statement and an electronic copy of the final report.

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 With respect to the financial management of the Project, the Recipient shall keep proper accounting records, in accordance with generally accepted business practices and accounting principles. The accounting records shall include all invoices, vouchers and receipts related to Project expenditures and revenues, including funding from other sources intended to cover Project costs.

14.2 Throughout the Project period and for the following six years, the Recipient must be able to make the accounting records and financial reports available to representatives of Canada within a reasonable time. The representatives of Canada shall be able to inspect and audit the documents to ensure that they comply with the terms of this Agreement, as well as audit Project expenditures and costs submitted by the Recipient as eligible costs. The Recipient shall allow the representatives of Canada to make copies of and take extracts from the accounting records, and shall provide the representatives of Canada with any additional information concerning the records, as required.

14.3 The Minister reserves the right to audit or cause to be audited the Recipient's accounts and records to ensure compliance with the terms of the Contribution Agreement. The scope, coverage and time of the audit shall be at the Minister's discretion, and the audit may be carried out by employees or agents of the Agency, at the Agency's expense.

### **15. Repealed**

### **16. Repealed**



## **17. Default**

- 17.1 The following constitute events of default:
- 17.1.1. the Recipient fails to comply with the terms, conditions or obligations provided in this Contribution Agreement;
  - 17.1.2 the Recipient has made false or misleading statements or given false or misleading information to the Minister either in its application for funding or in its proposal in connection with this Agreement;
  - 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, the Recipient is no longer able to carry out its responsibilities under this Contribution Agreement;
  - 17.1.5 the Recipient ceases its operations;
  - 17.1.6 the Recipient becomes bankrupt or insolvent, goes into receivership or relies on any existing statute relating to bankrupt or insolvent debtors; or
  - 17.1.7 an order is made or resolution passed for the winding up of the Recipient.
- 17.2 If, in the opinion of the Minister there is a default, the Minister may, with prior notice to the Recipient and without restricting any remedies otherwise available;
- 17.2.1 arrange for the Project to be completed or continued by another recipient in accordance with specific terms and conditions;
  - 17.2.2 require that the Recipient take reasonable measures to remedy the default;
  - 17.2.3 audit or cause to be 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 all or part of this Contribution Agreement as well as the Minister's obligation to provide any further contribution funds to the Recipient.
- 17.3 The Minister may exercise any of the remedies set out in section 17.2.

## **18. Assets**

- 18.1 For the purpose of this section, the term "assets" means any property
- 18.1.1 acquired by the Recipient with contribution funds received under this Contribution Agreement, or under a previous contribution agreement funded by the same Program; and
  - 18.1.2 not consumed in the natural course of its use.
- 18.2 The Recipient shall report these assets to the Minister in accordance with the requirements in the Project Document Schedule (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 the terms and conditions imposed by the Minister.
- 18.4. Upon the expiration or early termination of this Contribution Agreement, the Recipient shall provide an inventory of the assets it has retained, and, at the Minister’s request, shall
- 18.4.1 sell any retained assets at fair market value and
- 18.4.1.1 apply the proceeds of that sale to reduce the costs of the Project in order 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 retained assets 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 determined by the Minister.

## 19. Acknowledgements

- 19.1 In a manner acceptable to the Minister, the Recipient shall refer to the contribution received from the Agency in any publication, report, promotional activity, public presentation and electronic material related to the Project in the following manner:

**Note: Choose one of the following two options:**

***Option 1: if the Agency is the only financial contributor for the project***

“The production of this \_\_\_\_\_ has been made possible through a financial contribution from the Public Health Agency of Canada.”

***Option 2: if Quebec also contributes financially to this project***

“The Public Health Agency of Canada has contributed financially to the production of this \_\_\_\_\_.”

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

“The views expressed herein do not necessarily represent the official 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 the Recipient's property or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its agents, employees, contractors or volunteers in carrying out the Project, including where the Recipient has entered into loan contracts, capital leases or other long-term obligations in relation with this Contribution Agreement.
- 20.2 The Recipient, the Recipient's personnel or 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 are not employees, servants, partners or agents of Her Majesty. This includes volunteers, 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 circumstance.
- 20.4 The Recipient agrees sole responsibility for any and all deductions and payments to be made with respect to employees or anyone else, including deductions and payments in connection with the Canada Pension Plan or Quebec Pension Plan, Employment Insurance, Workers' Compensation Board, or Canada Customs and Revenue Agency (income taxes).

## **21. Members of Parliament and Senators**

No Member of the House of Commons or Senate shall participate in this Contribution Agreement or draw any benefit therefrom, if such benefit is not available to the public.

## **22. Conflicts of Interest**

- 22.1 As long as this Contribution Agreement is in effect, the Recipient will not pursue other activities that are inconsistent with the activities contemplated 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 a conflict of interest, or the appearance of 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 report it immediately to the Minister.
- 22.3 No official or employee of the federal government shall be involved in this Contribution Agreement or benefit therefrom without the written consent of the responsible Minister, if such benefits are not available to the public.
- 22.4 A public servant or public office holder subject to 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*, cannot derive any direct benefit from this Contribution Agreement, including any employment, payments or gifts or otherwise, if granting or receiving such benefit violates the Code.

## **23. Certification–Contingency Fees**

- 23.1 The Recipient agrees to report to the Minister the name of any individual or organization it uses as a lobbyist and to ensure that the individual or organization is aware of and complies with the *Lobbyist Registration Act*.
- 23.2 The Recipient agrees not to claim costs related to lobbying.
- 23.3 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 remain the property of the Recipient.
- 24.2 The Recipient hereby authorizes the Minister to make, copy, publish, translate, distribute, and broadcast on radio or television this material.

#### **25. Confidentiality**

- 25.1 The Minister and the Recipient shall both protect any confidential information according to applicable federal, provincial and territorial legislation.
- 25.2 The Minister and the Recipient shall make all reasonable efforts to protect confidential information from disclosure to third parties. The measures taken shall comply 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 information 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 officers, servants or agents become privy, shall be treated as confidential information in accordance with the *Privacy Act*.

#### **26. Indemnification**

- 26.1 The Recipient shall indemnify and save harmless the Minister and his officers, employees and agents from and against all claims, losses, damages, costs, expenses, actions, and other proceedings occasioned by any person and resulting directly or indirectly in injury, death, property damage, infringement of rights or any other loss or damages caused by the negligence, wilful or otherwise, or delay 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 this Contribution Agreement shall not prevent the Minister from exercising any other rights under the law.
- 26.3 The Recipient shall protect itself from all claims for injury, death or property damage arising from an act or omission by the Recipient or by any person acting on its behalf by arranging and maintaining comprehensive general liability insurance coverage for events occurring 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 establish to the Minister's satisfaction that it has obtained the insurance coverage contemplated by section 26.3. The Recipient shall immediately notify the Minister of any lapse or termination of this insurance coverage.

**27. Assignment**

The Recipient shall not assign the responsibilities of this Contribution Agreement, in whole or in part, or assign this Contribution Agreement or payments to be made thereunder without the written consent of the Minister. Any assignment made without that written consent shall be 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 Quebec.

**31. Dispute Resolution**

In the event of a dispute regarding the execution or interpretation of this Agreement, the parties shall attempt to resolve the dispute by negotiating in good faith. If necessary and with the parties' written consent, the parties may resolve the dispute through mediation, using a mutually acceptable mediator and in accordance with applicable legislation.

**32. Communications**

The Recipient shall be required to clearly identify the clientele of the Project and to take the measures necessary to communicate with the public.

**33. Amendment or Termination of the Contribution Agreement**

33.1 This Contribution Agreement may only be amended in writing, subject to the mutual consent of the Minister and the Recipient.

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

33.3 Section 33.2 does not limit 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, undertakings, and writings relating 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 they are fulfilled, or until they 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** or the **Minister**:

**“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 or 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**

37.1 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 the Recipient:**

Signed on behalf of the Recipient

.....  
(Date)

.....  
(Signature)

.....  
(Print title)  
(having authority to bind the  
Corporation/Organization/Government)

**WITNESS:** .....  
(Signature)

.....  
(Print name)

**For Her Majesty:**

Signed on behalf of Her Majesty

.....  
(Date )

.....  
(Signature)

.....  
(Print name)

**WITNESS:** .....  
(Signature)

.....  
(Print name)

**APPENDIX A**  
**PROJECT DESCRIPTION**



**APPENDIX B**  
**DETAILED BUDGET**

APPENDIX B - DETAILED BUDGET SUBMISSION				
BUDGET ITEMS	Fiscal Year	Fiscal Year	Fiscal Year	TOTAL
<b>1. HUMAN RESOURCES</b>				
Salary (see next page)				
Employer's contributions				
Contracts (if for evaluation purposes, list in section 6 - Evaluation)				
<b>SUB-TOTAL</b>				
<b>2. TRAVEL</b>				
Transportation				
Accommodation				
<b>SUB-TOTAL</b>				
<b>3. MATERIAL</b>				
Activity material				
Printing				
Office supplies				
Postage				
<b>SUB-TOTAL</b>				
<b>4. EQUIPMENT (buy or lease)</b>				
Office Equipment				
Furniture				
Specialized equipment				
<b>SUB-TOTAL</b>				
<b>5. RENT AND UTILITIES (see appendix)</b>				
Rent				
Utilities				
Insurance				
<b>SUB-TOTAL</b>				
<b>6. EVALUATION</b>				
<b>SUB-TOTAL</b>				
<b>7. OTHERS (specify)</b>				
<b>SUB-TOTAL</b>				
<b>AMOUNT REQUESTED</b>				

<b>DESCRIPTION - HUMAN RESOURCES</b>				
<b>Position</b>	<b>Hours per week</b>	<b>No Weeks / year</b>	<b>Hourly Rate</b>	<b>TOTAL</b>
<b>DESCRIPTION - WORK BY A CONTRACTOR</b>				
<b>DESCRIPTION - RENT AND PUBLIC SERVICES</b>				
	<b>Total amount paid by organization</b>	<b>Amount requested from project</b>	<b>Justification *</b>	
<b>Rent</b>				
<b>Telephone</b>				
<b>Heating</b>				
<b>Insurance</b>				
<b>Other (specify)</b>				

\* Proportion allocated for the project by the organization

**APPENDIX C**  
**PROJECT DOCUMENT SCHEDULE**

<b>APPENDIX C - PROJECT DOCUMENT SCHEDULE</b>		
<b>DOCUMENTS</b>	<b>DUE DATE</b>	<b>COMMENTS</b>
<b>CASHFLOW FORECAST AND RECORD OF EXPENDITURES</b>		
<b>PROGRESS REPORT</b>		
<b>EVALUATION*</b>		
<b>OTHER</b>		

\* including estimates

**APPENDIX D**

**CASHFLOW FORECAST AND  
RECORD OF EXPENDITURES FORM**