

CLIMATE ACTION INCENTIVE FUND (CAIF) - SMALL AND MEDIUM-SIZED ENTREPRENEURSHIP (SME) PROJECT FUNDING AGREEMENT REGARDING [PROJECT NAME]

This CAIF SME Project Funding Agreement (the "Agreement") is made in duplicate as of the date of last signature (the "Effective Date").

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of the Environment who is responsible for Environment and Climate Change Canada ("Canada" or the "Minister")

AND **[LEGAL NAME OF ORGANIZATION]**, incorporated under the **[ACT]**, with its headquarters located at **[ADDRESS]** in the Province of **[INSERT NAME OF THE PROVINCE]** ("Recipient"),

WHEREAS

1. On May 30, 2019, the Government of Canada announced the Climate Action Incentive Fund of up to \$218 million over one year to support action under the Pan-Canadian Framework on Clean Growth and Climate Change and work towards transitioning Canada toward more sustainable economic growth;
2. The Minister has established and is responsible for the SME Project stream ("Program"), one of three streams under the Climate Action Incentive Fund;
3. This Agreement supports the commitment of the Government of Canada to return federal carbon pollution pricing proceeds to the jurisdiction of origin;
4. The Government of Canada's funding will enable the Recipient to invest in projects that will decrease energy usage, reduce costs and/or reduce carbon pollution associated with its operations;
5. The Recipient has submitted to Canada an application for the funding of its Project as outlined in Schedule B of this Agreement, which qualifies for support under the Program; and
6. Canada wishes to provide funding to the Recipient towards the eligible expenditures of the Recipient's Project in the manner and on the terms and conditions set out in this Agreement;

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

1. PURPOSE OF AGREEMENT

The purpose of this Agreement is to establish the terms and conditions pursuant to which Canada will provide funding to the Recipient towards the Eligible Expenditures of the Project that is described in Schedule B.

2. INTERPRETATION AND DEFINITIONS

2.1 INTERPRETATION

For the purposes of interpretation:

- a) words in the singular include the plural and vice-versa;
- b) words in one gender include all genders;
- c) the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- e) "include", "includes" and "including" shall not denote an exhaustive list.

2.2 DEFINITIONS

In addition to the terms defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this Subsection.

"Agreement" means this funding agreement and all its schedules, and any amending agreement entered into by the Parties in accordance with this Agreement.

“Agreement End Date” means [DATE].

“Asset” means any real or personal property or immovable or movable property acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with funds contributed by Canada under the terms and conditions of this Agreement.

“Asset Disposal Period” means the period commencing from the Effective Date and ending two (2) years after the Project Completion Date.

“Communications Activities” include, but are not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products, Joint Communications and all related communication materials under this Agreement.

“Contract” means an agreement between the Recipient and a Third Party whereby the Third Party agrees to supply a product or service related to the Project in return for financial consideration.

“Costs” mean, for the purposes of Subparagraph 4.2 b) i. of the Agreement and Schedule A.2 of the Agreement, any and all costs incurred by the Recipient in the implementation of the Project associated with a withdrawn or cancelled Project, in whole or in part, including Eligible Expenditures incurred by the Recipient up to the date of withdrawal or cancellation, ineligible expenditures as outlined in said Schedule A.2 of the Agreement, and any other costs incurred by the Recipient associated with the withdrawal or cancellation including legal, auditing or other professional expenses.

“Effective Date” means the date on which the last Party to sign this Agreement signed it.

“Eligible Expenditures” means those costs incurred and paid by the Recipient between the date upon which Canada has signaled to the Recipient funding approval for the Project and the Final Claim Date that are considered eligible for payment by Canada, as set out in Schedule A.1 of the Agreement.

“Final Claim Date” means [Date].

“Fiscal Year” means the period beginning April 1 of a year and ending March 31 of the following year.

“In-Kind Contribution” means non-monetary contributions of goods, services or other support provided by the Recipient or to the Recipient for the Project, for which fair market value is assigned but for which no payment occurs.

“Joint Communications” are events, news releases, and signage that relate to the promotion of the Program and/or Project and are collaboratively developed and approved by Canada and the Recipient, and are not operational in nature.

“Materials” mean the Project description and related information in Schedule B to this Agreement as well as all other information and documents that are required to be provided by the Recipient to Canada pursuant to this Agreement, including reports, payment requests, audit and evaluation reports, declarations, and compliance certificates.

“Parties” means Canada and the Recipient collectively and **“Party”** means any one of them.

“Program” means the federal SME Project stream, one of the three streams under the Climate Action Incentive Fund.

“Program Information Management System” or **“System”** means a secure, self-contained, collaborative Web application developed and owned by Canada for the management and monitoring of federal funding agreements, or any successor application.

“Project” means the project outlined in Schedule B to this Agreement and approved for funding by Canada prior to the signing of this Agreement, and includes any subsequent changes to the Recipient’s Project which may form part of this Agreement in accordance with Subsection 4.5 of this Agreement.

“Project Completion Date” means the date upon which all funded activities of the Project under this Agreement have been completed and performed, which date shall be no later than [DATE].

“Third Party” means any person or organization, other than a Party, who participates in the implementation of the Project by means of a Contract.

“Total Financial Assistance” means funding from all sources, including funding from the Recipient and federal, provincial, territorial, and municipal governments as well as funding from all other sources, including In-Kind Contributions.

2.3 SCHEDULES

The following schedules are attached to, and form part of this Agreement:

Schedule A – Eligible and Ineligible Expenditures

Schedule B – The Project

Schedule C – Reporting Requirements

Schedule D – Certificate(s) of Compliance for Payment Requests

Schedule E – Communications Protocol

3. TERM OF THE AGREEMENT

This Agreement shall come into effect on the Effective Date and shall expire on the Agreement End Date, unless it is terminated earlier in accordance with the terms of this Agreement.

4. OBLIGATIONS OF THE PARTIES

4.1 CONTRIBUTION BY CANADA

- a) Canada agrees to provide funding to the Recipient of not more than [SPELL OUT NUMBER] percent ([NUMBER]%) of the total Eligible Expenditures for the Project but only up to a maximum of [SPELL OUT AMOUNT] dollars (\$[AMOUNT]).
- b) Canada shall pay the contribution in accordance with the terms and conditions of this Agreement and the Fiscal Year breakdown in Schedule B.3.
- c) If Canada's total contribution towards the Project exceeds [SPELL OUT NUMBER] percent ([NUMBER]%) of the Project's total Eligible Expenditures or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from the Recipient or reduce its contribution by an amount equal to the excess.
- d) The Parties acknowledge that Canada's role in the Project is limited to making a financial contribution to the Recipient for the Project towards Eligible Expenditures. Canada shall have no involvement in the implementation of the Project or its operation. Canada is neither a decision-maker nor an administrator in relation to the Project.

4.2 OBLIGATIONS OF THE RECIPIENT

- a) The Recipient is entirely responsible for the complete, diligent, and timely performance of its obligations under this Agreement and implementation of the Project and shall carry out the Project within the costs and deadlines specified in this Agreement, in accordance with the terms and conditions of this Agreement.
- b) The Recipient shall comply with all applicable federal and provincial/territorial laws and regulations, municipal by-laws, orders and rules and all requirements of regulatory bodies having jurisdiction over the subject matter of the Project.
- c) The Recipient shall be entirely responsible for:
 - i. any Costs,
 - ii. any cost overruns related to the Project, and
 - iii. any costs associated with a change to the Project that is not approved by Canada.
- d) The Recipient shall inform Canada promptly of the Total Financial Assistance received or due for the Project.

- e) The Recipient shall repay to Canada any amount received from Canada under this Agreement that is not paid towards Eligible Expenditures, such as ineligible expenditures as set out in Schedule A to this Agreement, unexpended funding, and overpayments made under this Agreement. The Recipient shall also repay to Canada any amount received from Canada for Costs.
- f) The Recipient shall ensure the ongoing operation, maintenance, and repair of any Asset in relation to the Project as per appropriate standards, during the Asset Disposal Period.
- g) Canada may request that the Recipient declare to Canada any amounts owing to the federal Crown, under legislation or contribution agreements that constitute an overdue debt. The Recipient recognizes that any such amount owing is a debt due to the federal Crown and may be subject to compensation or set-off by Canada in accordance with Section 19.
- h) If at any time during the term of this Agreement, the Recipient becomes aware of a fact or event that may compromise or delay wholly, or in part, the Project, the Recipient shall notify Canada within no more than ten (10) business days of becoming aware of that fact or event.
- i) Upon Canada's request during the term of the Agreement, the Recipient shall promptly provide Canada with updates to the Project status and the Project expenditures and forecasts set out in Schedule B.
- j) The Recipient shall provide access to Canada to the Project site(s) to conduct site visits upon Canada giving the Recipient reasonable notice of the visit, which notice shall not be less than thirty (30) days.

4.3 PAYMENTS SUBJECT TO AN APPROPRIATION

Pursuant to section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), the payment of monies under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made.

Notwithstanding any other provision of this Agreement, Canada may reduce or cancel its financial contribution in the event of reductions in appropriations or departmental funding levels are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels its financial contribution the maximum amount payable pursuant to Paragraph 4.1 a) of this Agreement shall be reduced accordingly. Canada shall promptly advise the Recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada shall not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or extracontractual liability, or otherwise, arising from any such reduction or termination of funding.

4.4 FISCAL YEAR BUDGETING

- a) If the actual amount payable by Canada in respect of any Fiscal Year of the Project is less than the estimated amount per Fiscal Year set out in Schedule B.3 of Schedule B, the Recipient may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to Subsection 4.3, Canada agrees to make reasonable efforts to accommodate the Recipient's request. The Recipient acknowledges that requests for re-allocation of Project funding shall require appropriation adjustments or federal Crown approvals.
- b) In the event that any requested re-allocation of Project funding is not approved, the amount of Canada's contribution payable pursuant to Paragraph 4.1 a) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada pursuant to Paragraph 4.1 a) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

4.5 CHANGES DURING THE LIFE OF THE PROJECT

- a) The Recipient agrees that any change to the Project shall require Canada's approval.
- b) In order to seek Canada's approval, the Recipient shall notify Canada by submitting to Canada a written request for the proposed change to the Project. The Recipient shall

also provide to Canada information in support of the requested change within twenty (20) days of the date of the Recipient's submitted request.

- c) The Recipient shall provide, at Canada's request and to Canada's satisfaction, any additional information related to the proposed change to the Project within the timeline requested by Canada, which timeline shall be reasonable.
- d) If Canada has approved a change to the Project and has determined that the change is significant, the Parties' signatories to this Agreement shall sign a corresponding amending agreement to this Agreement in order to give the change effect. If Canada has approved a change and has determined that the change is minor in nature, the representatives of the Parties identified in Section 32 of the Agreement shall execute a corresponding amending agreement to the Agreement to give the change effect.

4.6 CONDITION PRECEDENT

- a) Condition(s)

The Recipient agrees that Canada has no obligation to make payments under this Agreement unless and until the Recipient demonstrates, within forty-five (45) business days of the Effective Date of this Agreement, that the funds necessary to complete the Project have been secured.

- b) Remedy

In the event that the Recipient is unable to meet the conditions set out in Paragraph 4.6 a), Canada may terminate this Agreement at any time. Canada shall not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or extracontractual liability, or otherwise, arising from the termination of this Agreement.

5. RECIPIENT REPRESENTATIONS AND WARRANTIES

The Recipient represents and warrants to Canada that:

- a) the Recipient has the capacity and authority to sign this Agreement [INSERT EITHER "as duly authorized by [BY-LAW OR RESOLUTION REFERENCE], dated [DATE]" OR "by resolution of its Board of Directors, dated [DATE]"];
- b) the Recipient has the capacity and authority to carry out the Project;
- c) the Recipient has the requisite power to own the Assets;
- d) this Agreement constitutes a legally binding obligation of the Recipient, enforceable against it in accordance with its terms and conditions;
- e) all information submitted to Canada as set out in this Agreement is true, accurate, and was prepared in good faith to the best of its ability, skill, and judgment;
- f) any individual, corporation or organization that the Recipient has hired, for payment, who undertakes to speak to or correspond with any employee or other person representing Canada on the Recipient's behalf, concerning any matter relating to the contribution under this Agreement or any benefit hereunder and who is required to be registered pursuant to the federal *Lobbying Act*, is registered pursuant to that Act;
- g) the Recipient has not and will not make a payment or other compensation that is contingent upon or is calculated upon the contribution hereunder or the negotiation of the whole or any part of the terms and conditions of this Agreement to any individual, or corporation or organization with which that individual is engaged in doing business with, who is registered pursuant to the federal *Lobbying Act*;
- h) there are no actions, suits, investigations or other proceedings pending or, to the knowledge of the Recipient, threatened and there is no order, judgment or decree of any court or governmental agency which could materially and adversely affect the Recipient's ability to carry out the activities contemplated by this Agreement. The Recipient shall inform Canada immediately if any such action or proceedings are threatened or brought during the term of this Agreement; and
- i) the Recipient is in good standing under the laws of the jurisdiction in which it is

required to be registered.

6. PROCUREMENT OF GOODS AND SERVICES

6.1 AWARDING OF CONTRACTS

- a) The Recipient shall ensure that Contracts are awarded in a way that is transparent, competitive, consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the Canadian Free Trade Agreement and international trade agreements.
- b) If Canada determines that the Recipient has awarded a Contract in a manner that is not in compliance with the foregoing, upon notification to the Recipient, Canada may consider the expenditures associated with the Contract to be ineligible.

6.2 CONTRACT PROVISIONS

The Recipient shall ensure that all Contracts are consistent with, and incorporate, the relevant provisions of this Agreement. More specifically but without limiting the generality of the foregoing, the Recipient agrees to include terms and conditions in all Contracts to ensure that:

- a) the Third Party shall keep proper and accurate financial accounts and records, including but not limited to its contracts, invoices, statements, receipts, and vouchers, in respect of the Project for at least six (6) years after the Agreement End Date and that the Recipient has the contractual right to audit them;
- b) all applicable labour, environmental, and human rights legislation are respected; and
- c) Canada, the Auditor General of Canada, and their designated representatives, to the extent permitted by law, shall at all times be permitted to inspect the terms and conditions of the Contract and any records and accounts respecting the Project and shall have free access to the Project sites and to any Project-related documentation relevant for the purpose of audit.

7. ENVIRONMENTAL ASSESSMENT

7.1 The Recipient represents and warrants that the Project is not a “designated project” as defined in section 2 of the *Canadian Environmental Assessment Act, 2012* (CEAA 2012) and is not a “project” as defined in section 66 of CEAA 2012.

7.2 Canada's funding under this Agreement is conditional upon Canada being satisfied that the responsibility of the federal authority and/or responsible authority under the CEAA 2012 and other applicable agreements between Canada and Aboriginal groups are met and continue to be met.

8. ABORIGINAL CONSULTATION

Canada's funding under this Agreement is conditional upon Canada meeting any legal duty to consult, and if applicable any obligation to accommodate Aboriginal groups, Canada may itself have in relation to the Project.

9. CLAIMS AND PAYMENTS

9.1 PAYMENT CONDITIONS

- a) Canada shall not pay interest for failing to make a payment under this Agreement.
- b) Canada shall not pay any claims submitted after the Final Claim Date, unless otherwise accepted by Canada.
- c) Canada shall not pay any claims until the requirements under Subsection 4.6, and Sections 6 and 7, if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada.
- d) Canada shall not pay any claims until the reporting requirements under Schedule C are met and Canada has accepted the information, and any audit requirements in Section 11 and any communications requirements outlined in Schedule E are met at the time the claim is submitted to Canada.

9.2 PROGRESS CLAIMS

- a) In each Fiscal Year, the Recipient shall submit to Canada, at a minimum, requests for payment on an annual basis, and at a maximum, on a monthly basis, covering the Recipient's Eligible Expenditures in a format provided by and acceptable to Canada. Each request for payment must include the following:
 - i. an appropriate Certificate of Compliance for Payment Requests in accordance with Schedule D, regarding the claimed Eligible Expenditures. Each request for payment and Certificate of Compliance for Payment Requests shall be signed by a delegated financial officer, designated in writing by the Recipient, confirming that the claimed Eligible Expenditures were incurred and paid;
 - ii. a breakdown of Eligible Expenditures claimed in the form provided by Canada, and any supporting documentation, including detailed invoices and/or any other documentation required for Eligible Expenditures claimed that is satisfactory to Canada; and
 - iii. any reporting due in accordance with Schedule C.
- b) Canada shall make a payment upon review and acceptance of a request for payment, subject to the terms and conditions of this Agreement.

9.3 FINAL CLAIM

The Recipient shall submit a final claim to Canada by the Final Claim Date covering the Recipient's Eligible Expenditures in a form acceptable to Canada. The final claim must include all information required under Subsection 9.2.

9.4 FINAL ADJUSTMENTS

Upon receipt of the final claim, but before issuing the final payment, the Parties will jointly carry out a final reconciliation of all claims and payments in respect of the Project and make any adjustments required in the circumstances.

9.5 WITHHOLDING OF CONTRIBUTION

Canada may withhold up to ten percent (10%) of its contribution towards Eligible Expenditures claimed under this Agreement. Any amount withheld by Canada shall be released when the final adjustments have been completed under Subsection 9.4 and the Recipient fulfills all its obligations under this Agreement.

9.6 PROGRAM INFORMATION MANAGEMENT SYSTEM

- a) The Recipient shall use the System, or any another process designated by Canada to fulfill the obligations of the Recipient under this Agreement, including but not limited to Sections 9, 10 and 11.
- b) The System will be available to the Recipient in both official languages and the Recipient can report in the official language of its choice. Modifications and improvements to the System shall be made by Canada at its own expense. Canada hereby grants to the Recipient the right to use the System for the purposes herein described. All intellectual property rights in the System vest in Canada.
- c) Subject to Canada's approval, the Recipient may fulfill the requirements outlined in this Subsection by using an alternate approach that may include a paper-based documentation system.

10. REPORTING

- a) The Recipient shall comply with and complete the Project and performance reporting requirements outlined in Schedule C.
- b) The Recipient shall submit a progress report to Canada on a semi-annual basis, at minimum. Unless otherwise agreed to by Canada, the Recipient shall submit the first report no later than October 30 covering the period from April 1 to September 30, and a second report no later than June 30 covering the period from October 1 to March 31 in a format provided by and acceptable to Canada and in accordance with Schedule

C.1. Canada reserves the right to request more frequent progress reporting, such as quarterly reports, or any information relevant to the Project.

- c) The Recipient shall submit to Canada a final report in a format provided by and acceptable to Canada, with the final claim in accordance with Schedule C.2.

11. AUDIT AND EVALUATION

11.1 RECIPIENT AUDIT

- a) Canada may conduct periodic audits of the Recipient's compliance with the terms and conditions of this Agreement, including without restriction, compliance with the financial provisions, during the term of the Agreement and up to two (2) years after the Agreement End Date. Canada may direct that an audit be carried out by an independent accredited auditor or other representative appointed by Canada. The Recipient shall cooperate with Canada's representatives, employees, or contractors relative to any such audit, providing at no cost reasonable and timely access to the Project sites, the Recipient's facilities, and any Project-related documentation for the purposes of audit, evaluation, inspection and monitoring compliance with this Agreement. Canada shall bear the costs of audits undertaken pursuant to this clause.
- b) The Recipient agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement at the Project or Program level, and to provide Canada with all relevant audit reports.

11.2 AUDITOR GENERAL OF CANADA

The Recipient acknowledges that the Auditor General of Canada may, to the extent permitted by law and after notification to the Recipient, conduct an inquiry under the authority of subsection 7.1(1) of the federal *Auditor General Act* respecting the Recipient's compliance with the terms and conditions of this Agreement or an inquiry into the Recipient's procedures to measure and report on performance with respect to this Agreement. The Recipient shall cooperate with the Auditor General and his or her representatives, employees, or contractors relative to any such inquiry and grant them access to the Recipient's documents, records, and premises for purposes of any such inquiry. The Auditor General may discuss any concerns raised in such an inquiry with the Recipient and with Canada. The results may be reported to Parliament in a report of the Auditor General.

11.3 CORRECTIVE ACTION

Without prejudice to Canada's right to exercise any remedy available by law or pursuant to this Agreement as a result of a default on the part of the Recipient, where an audit of the Recipient reveals an element of non-compliance with the terms and conditions of this Agreement, or if the Recipient denies access to documents, records, or premises, or fails to provide the necessary cooperation or assistance to conduct an audit, the Recipient may be required to develop and provide Canada with a plan of corrective action within thirty (30) days of receiving notice of the non-compliance. Such a plan must outline the procedures to enact corrective measures that are acceptable to Canada, and must be accompanied by a written undertaking on the part of the Recipient to implement the plan.

11.4 RECORD KEEPING

The Recipient shall keep proper and accurate financial accounts and records, including but not limited to its Contracts, invoices, statements, receipts, and vouchers, in respect of the Project, for at least six (6) years after the Agreement End Date.

11.5 EVALUATION

Canada may engage in an evaluation of the Program for the purposes of assessing its continued relevance and impact. The Recipient shall cooperate with the work carried out by Canada, its representative, employees, or contractors relative to any such evaluation and agrees to provide Project-related information to Canada, at no cost to Canada, over the term of this Agreement and up to two (2) years after the Agreement End Date. Canada shall pay the costs of evaluations undertaken pursuant to this Subsection. All evaluation results may be made available to the public.

12. INTELLECTUAL PROPERTY

- a) Except as otherwise specified in this Agreement, any intellectual property that arises out of or under this Agreement shall be owned by the Recipient or by a third party, as set out in an agreement between the Recipient and such third party.
- b) The Recipient hereby grants to Canada a non-exclusive, unconditional, fully-paid and royalty-free, perpetual, worldwide, and irrevocable licence to use and exercise all intellectual property rights in the Materials that vest in the Recipient under this Agreement for Canada's governmental and non-commercial purposes. Canada's licence includes the right to use, produce, publish, translate, reproduce, adapt, disclose and distribute the intellectual property.

13. ASSETS

- a) Notwithstanding any other provision of this Agreement, the Recipient shall preserve, maintain, and use any Assets for the purposes of the Project, and shall not dispose of any Asset during the Asset Disposal Period, unless the Recipient notifies Canada in writing and Canada consents to the Asset's disposal.
- b) Unless otherwise agreed to by Canada, upon alternate use, lease or disposal of any Asset, including selling, encumbering or charging of an Asset, whether directly or indirectly, during the Asset Disposal Period, the Recipient shall reimburse Canada, as determined by Canada, in whole or in part, an amount of funds contributed by Canada to the Asset under this Agreement.

14. DEFAULT

Canada may declare a default under this Agreement if any of the following events occur:

- a) The Recipient has not complied with one or more of the terms or conditions of this Agreement;
- b) The Recipient has not completed the Project in accordance with the terms and conditions of this Agreement;
- c) the Recipient has submitted false or misleading information to Canada or has made a false or misleading representation in respect of the Project or any matter related to this Agreement, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient has neglected or failed to pay Canada any amount due in accordance with this Agreement;
- e) the Recipient becomes insolvent, commits an act of bankruptcy, has a bankruptcy order made against it, makes an assignment to the benefit of creditors, takes the benefit of a statute relating to bankrupt and insolvent debtors, goes into receivership or bankruptcy, ceases to actively carry on a business, or is wound up or dissolved.

15. REMEDIES ON DEFAULT

15.1 If Canada declares an event of default has occurred, then Canada may, in addition to any other remedy provided by law or pursuant to this Agreement, exercise one or more of the following remedies:

- a) Where Canada determines that the Recipient's default is capable of cure and that a delay for these purposes is appropriate, the Minister reserves the right to send a written notice of default to the Recipient specifying a cure period of no fewer than twenty (20) days from the date of the Recipient's deemed receipt of the notice and requiring that the Recipient provide to Canada with proof of the cure within that delay;

If the Recipient fails to cure the default and provide Canada with proof of cure within the specified period, Canada may give the Recipient written notice of termination of this Agreement, and require the Recipient to reimburse all or part of Canada's contribution disbursed, with interest, calculated in accordance with the *Interest and Administration Charges Regulations*, from the date of demand for reimbursement, and also to exercise any other remedy provided by law that Canada deems appropriate;

- b) Suspend the payment of any amount in respect of Canada's contribution, regardless of whether the amount is owing prior to or after the date of such suspension; or
- c) Immediately terminate this Agreement by means of a written notice of default and termination given to the Recipient, and also to exercise any other remedy provided by law that Canada deems appropriate, including requiring the Recipient to reimburse all or part of the Canada's contribution disbursed, with interest, calculated in accordance with *the Interest and Administration Charges Regulations*, from the date of demand for reimbursement.

15.2 Notwithstanding this Section of the Agreement, the occurrence of an event of default listed in Paragraph 14 d) shall automatically trigger a default under this Agreement, without any further notice to the Recipient.

16. TERMINATION FOR CONVENIENCE

At any time before the completion of the Project, Canada may, by giving notice in writing to the Recipient, terminate this Agreement. The notice of termination shall give the Recipient thirty (30) days' prior notice of the termination. Subject to the maximum amount of Canada's contribution and the terms, conditions, and limitations of this Agreement, Canada shall reimburse the Recipient for reasonable Eligible Expenditures incurred by the Recipient for the purpose of the Project up until the end of the said notice period, including any reasonable costs incurred related to the termination of the Agreement. The Recipient shall cause any Contracts related to the Project, including employment Contracts when feasible, to be on terms that will minimize its own cancellation costs and Canada's costs.

17. LIMITATION OF LIABILITY AND INDEMNIFICATION

17.1 DEFINITION OF PERSON

In this section, "Person" includes, without limitation, a person, the Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees, agents or mandatories.

17.2 LIMITATION OF LIABILITY

In no event shall Canada, its servants, employees or agents be held liable for any damages in contract, tort (including negligence), extracontractual liability or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights,
- b) any damage to or loss or destruction of property of any Person, or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, lease or other long term obligation,

in relation to this Agreement or the Project.

17.3 INDEMNIFICATION

The Recipient shall at all times indemnify and save harmless Canada, and its servants, employees, and agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence), extracontractual liability or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights,
- b) any damage to or loss or destruction of property of any Person, or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, lease or other long term obligation,

in relation to this Agreement, or the Project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Agreement by a servant, an employee or agent of Canada in the performance of his or her duties.

18. DISPUTE RESOLUTION

- a) The Parties shall keep each other informed of any issue that could be contentious by providing written notice as well as information relevant to the issue to the other Party. The Parties shall, in good faith and reasonably, make best efforts to resolve the issue and shall have twenty (20) business days following receipt of a notice during which to examine and discuss the issue with a view to resolving it. Following the twenty (20) business day period, the Parties shall have no more than fifteen (15) business days during which to come to a decision with respect to the issue.
- b) Any payments related to the issue in dispute shall be suspended, together with the obligations related to such issue, pending resolution.
- c) The Parties agree that nothing in this section shall affect, alter or modify the rights of Canada to terminate this Agreement.

19. RIGHT OF SET-OFF OR COMPENSATION

Without limiting the scope of the set-off or compensation rights available to the federal Crown at common law or in the *Civil Code of Québec* (S.Q., 1991, c. 64), under the *Financial Administration Act* (R.S.C., 1985, c. F-11) or otherwise, Canada may:

- a) set-off or seek compensation against any portion of the contribution that is payable to the Recipient pursuant to this Agreement, any amount that the Recipient owes to the federal Crown under legislation or any other agreement of any kind; and
- b) set-off or seek compensation against any amounts that are owed to Canada by the Recipient, any amount that is payable by the federal Crown under legislation or any other agreements of any kind to the Recipient.

20. DEBTS DUE TO THE FEDERAL CROWN

Any amount owed to Canada under this Agreement by the Recipient shall constitute a debt due to the federal Crown, which the Recipient shall reimburse to Canada forthwith on demand.

21. INTEREST ON DEBTS DUE TO THE FEDERAL CROWN

Debts due to the federal Crown by the Recipient shall accrue interest in accordance with the federal *Interest and Administrative Charges Regulations* (SOR/96-188).

22. DECLARATION OF NO PRINCIPAL-AGENT, EMPLOYER-EMPLOYEE CLAUSE

Nothing contained in this Agreement creates or is to be construed as creating the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties. The Recipient shall not represent itself (including in any agreement with a third party), as an agent, employee, or partner of the Minister or in a manner that could lead a member of the public to believe that the Recipient is an agent, employee, or partner of the Minister.

23. CONFLICT OF INTEREST

The Recipient declares that individuals who are subject to the provisions of the *Conflict of Interest Act* (S.C. 2006, c. 9, s. 2), the Conflict of Interest Code for Members of the House of Commons, the Conflict of Interest Code for Senators, the Conflict of Interest and Post-Employment Code for Public Office Holders, the Environment and Climate Change Canada Values and Ethics Code, the Values and Ethics Code for the Public Sector, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

24. NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. The Recipient shall take the necessary action to ensure that any Contract between the Recipient and any Third Party contains a provision to that effect.

25. ACCESS TO INFORMATION ACT AND PRIVACY ACT

Subject to the *Access to Information Act* (R.S.C., 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21), all information pertaining to the contribution provided under this Agreement is public information and may be disclosed to third parties upon request under the relevant Act.

26. OFFICIAL LANGUAGES

All public information documents related to the Project prepared by or paid in whole or in part by Canada must be made available in both official languages, when Canada determines that this is required under the *Official Languages Act* (R.S.C., 1985, c. 31 [4th Supp.]). Tout document d'information publique préparé ou payé en tout ou en partie par le Canada ayant trait au projet doit être offert dans les deux langues officielles, lorsque le Canada le juge pertinent, conformément à la *Loi sur les langues officielles* (L.R.C., 1985, ch. 31 (4^e suppl.)).

27. LANGUAGE OF CONTRIBUTION AGREEMENT

This Agreement is drafted in English at the request of the Parties. Les Parties ont convenu que le présent accord soit rédigé en anglais.

28. LOBBYISTS

The Recipient shall ensure that a person lobbying, as described in the federal *Lobbying Act* (R.S.C., 1985, c. 44 [4th Supp.]), on the Recipient's behalf is compliant with that Act and has not received, and will not receive, any payment, directly or indirectly, from the Recipient that is in whole or in part contingent on the Recipient obtaining this Agreement.

29. WAIVER

Canada may waive any condition to Canada's benefit upon giving written notice to the Recipient. Failure by either Party to exercise any of its rights, powers, or remedies under the Agreement shall not constitute a waiver of such right, power, or remedy. Any exercise of a right, power, or remedy shall not prevent the Minister in any way from later exercising the same or any other right, power, or remedy under this Agreement.

30. GOVERNING LAW

This Agreement shall be governed by, and is to be interpreted in accordance with, the applicable federal laws and the laws in force in the Province of [insert name of the Province].

31. SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

32. NOTICES

- a) Any notice, information or required documentation provided for under this Agreement shall be sent in writing or by any method of telecommunication, and unless notice to the contrary is given, shall be addressed to the Party concerned at the following address:

To Canada:

Director General
Programs Directorate
Pan-Canadian Framework Implementation Office
Environment and Climate Change Canada
200 Boulevard Sacré-Cœur
Fontaine Building
Gatineau, QC, K1A 0H3

To the Recipient:

[TITLE OF POSITION]
[ADDRESS]

or to such other address or addressed to such other person as one of the Parties designates in writing to the other Party.

- b) Notices, requests, and documents are deemed to have been received if sent by registered mail when the postal receipt is acknowledged by the other Party, by electronic mail when transmitted and receipt is confirmed, and by messenger or specialized courier agency when delivered.

33. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the remaining terms or provisions of this Agreement.

34. ENTIRETY OF CONTRIBUTION AGREEMENT

This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking, or agreement in relation to the subject of the Agreement has legal effect, unless incorporated by reference into this Agreement. No representation or warranty expressed, implied, or otherwise, is made by Canada to the Recipient except as expressly set out in this Agreement.

35. SURVIVAL

The Parties' rights and obligations which, by their nature, extend beyond the expiry or early termination of this Agreement shall survive the expiry or early termination until such a time as they have been satisfied or they have, by their nature, expired.

36. ASSIGNMENT OF THE CONTRIBUTION AGREEMENT

This Agreement or any payment, rights or obligations thereunder, shall not be assigned, in whole or in part, without the prior written consent of the Minister. Any assignment made without such prior written consent is void and of no effect.

37. COMMUNICATIONS

- 37.1** The Parties shall comply with the Communications Protocol in Schedule E to this Agreement.
- 37.2** The Recipient may be required to acknowledge funding in all signage and public communication produced as part of the Project or Agreement, in a manner acceptable to Canada, unless Canada communicates in writing to the Recipient that this acknowledgement is not required.
- 37.3** The Recipient acknowledges and agrees that the following may be made publicly available by or on behalf of Canada:
 - a) its name, the amount provided by Canada, and the general nature of the Project; and
 - b) any evaluation or audit report and other reviews related to this Agreement.

38. AMENDMENTS

This Agreement, including its schedules may be amended from time to time on written agreement of the Parties by their respective authorized representatives or as otherwise provided for herein.

39. SIGNATURE IN COUNTERPARTS

This Agreement may be signed in counterparts, each of which so signed shall be deemed to be an original, and such counterparts taken together shall constitute one Agreement.

IN WITNESS WHEREOF the Parties' duly authorized representatives have executed this Agreement:

**HER MAJESTY THE QUEEN IN RIGHT OF
CANADA**

[NAME OF RECIPIENT]

Per: [INSERT NAME]
[INSERT TITLE]

Date

Per: [INSERT NAME]
[INSERT TITLE]

Date

I have the authority to bind the Recipient.

*[If Recipient requires more than one
signature to sign the agreement, to add:]*

Per: [INSERT NAME]
[INSERT TITLE]

Date

SCHEDULE A – ELIGIBLE AND INELIGIBLE EXPENDITURES

SCHEDULE A.1: ELIGIBLE EXPENDITURES

Eligible Expenditures must:

- i) be reasonable and directly related to the Project, as determined by Canada;
- ii) be incurred and paid between the date upon which Canada has signaled to the Recipient funding approval for the Project and the Final Claim Date; and
- iii) consist of the following categories of expenditures:
 - a) costs of acquiring, installing, rehabilitation and improvement of Assets;
 - b) costs of material and supplies;
 - c) professional fees for contracted services, such as accounting, communications, official languages translation, audit, GHG emission reductions and energy savings estimate verification, and results monitoring, measuring and reporting;
 - d) costs of planning and assessment, such as surveying, engineering, architectural supervision, testing, and management consulting services. Canada will only contribute up to a maximum of 5% of its total contribution to the Project towards these costs;
 - e) all capital costs, including site preparation and construction costs, only once Canada is satisfied that the Government of Canada's obligations, if any, related to the *Canadian Environmental Assessment Act, 2012* and the legal duty to consult with, and accommodate, Aboriginal peoples have been met;
 - f) costs of performing activities related to the Project by contractors;
 - g) costs associated with licenses and permits;
 - h) costs of renting or leasing of equipment related to the construction of the Project;
 - i) training costs related to new technologies, equipment, software and systems;
 - j) costs of engineering and environmental reviews, including costs related to an environmental assessment carried out pursuant to the *Canadian Environmental Assessment Act, 2012*, and the costs of mitigation measures, follow-up, and remedial activities identified in any environmental assessment;
 - k) costs related to the consultation of Aboriginal peoples, specifically Project-related consultation activities arising as a result of the Government of Canada's legal duty to consult, where applicable;
 - l) the incremental costs of the Recipient's employees may be included as Eligible Expenditures. Canada will only contribute up to a maximum of 2% of its total contribution to the Project towards these costs provided that:
 - 1. the Recipient is able to demonstrate that it is not economically feasible to tender a Contract and clearly demonstrate that there is value for money in using internal employees;
 - 2. the employee is engaged directly in respect of the work that would have been the subject of the Contract; and
 - 3. the arrangement is approved in advance and in writing by Canada.
 - m) costs directly associated with joint federal communication activities (e.g. press releases, press conferences, translation) and with Project signage related to funding recognition;
 - n) travel expenditures (including the cost of accommodations, vehicle rental and kilometric rates, bus, train, airplane or taxi fares, allowances for meals and incidentals). Canada will only contribute up to a maximum of 5% of its total contribution to the Project towards these costs. Of note, travel and per diem expenses cannot be more than the rates and allowances determined in the [Travel Directive of the National Joint Council](#);
 - o) provincial/territorial sales tax, goods and services tax, or harmonized sales tax for which the Recipient or a Third Party is not eligible for a rebate, and any other costs that are ineligible for rebate; and
 - p) other costs that, in the opinion of Canada, are considered to be direct and necessary for the successful implementation of a Project and have been approved by Canada in writing prior to being incurred.

Eligible Expenditures do not include cash-equivalent expenditures associated with In-Kind Contributions.

SCHEDULE A.2: INELIGIBLE EXPENDITURES

The ineligible expenditures include, but are not limited to the following:

- a) any Costs, as defined in Subsection 2.2 of the Agreement;
- b) expenditures related to developing a business case or proposal for funding;
- c) expenditures related to purchasing land, buildings and associated real estate and other fees, and vehicles;
- d) financing charges and interest payments on loans, including those related to easements and servitudes (e.g. surveys);
- e) legal fees;
- f) allowance for interest on invested capital, bonds, debentures, bank or other loans together with related bond discounts and finance charges;
- g) provisions for contingencies;
- h) premiums for life insurance on the lives of officers and/or directors;
- i) amortization of unrealized appreciation of assets;
- j) depreciation of assets;
- k) fines and penalties;
- l) increase in compensation for officers and employees;
- m) entertainment expenses;
- n) dues and other memberships;
- o) costs of renting or leasing of equipment, except those specified as Eligible Expenditures;
- p) furnishing and non-fixed Assets which are not essential for the operation of the Project;
- q) expenditures associated with operating expenses and regularly scheduled maintenance work;
- r) any goods and services which are received through donations or in-kind contributions;
- s) any overhead costs, including salaries and other employment benefits of any employees of the Recipient, direct or indirect operating or administrative costs of the Recipient, and more specifically the costs related to planning, engineering, architecture, supervision, management and other activities normally carried out by its staff, except for those costs specified as Eligible Expenditures in Schedule A.1 iii. d) and l) above;
- t) all capital costs, including site preparation and construction costs, until Canada is satisfied that any obligations related to environmental assessment and the consultation of Aboriginal Peoples have been met and continue to be met; and
- u) provincial/territorial sales tax, goods and services tax, or harmonized sales tax for which the Recipient or a Third Party is eligible for a rebate, and any other costs eligible for rebates.

SCHEDULE B – THE PROJECT

SCHEDULE B.1: PROJECT DESCRIPTION

Provide a description of the project, including:

- the objective;
- key activities/measures;
- location (including address of buildings or sites); and
- Describe concisely how the project will achieve the anticipated objectives (i.e. including the reduction of energy use, costs, and/or greenhouse gas (GHG) emissions)

Project Outcomes:

Describe how the Project reduces long term operational costs:

Complete the sections below that are relevant to the Project outcomes:

Total estimated energy savings, if applicable					
Type of Energy	2018 Annual Energy Consumption	Energy Unit	Energy Consumption Decrease/ Increase	Estimated Change in Annual Energy Consumption	Annual Change in GHG Emissions tCO ₂ e (To be calculated by ECCC)

Total estimated Non - Energy GHG emission reductions, if applicable (e.g. refrigerants)					
Type of Non-Energy Greenhouse Gas	2018 Annual Non-Energy Greenhouse Gas released	Units (e.g. tonnes, kg)	Greenhouse Gas Decrease/ Increase	Estimated Change in Annual Non-Energy Greenhouse gas released	Annual Change in GHG Emissions tCO ₂ e (To be calculated by ECCC)

SCHEDULE B.2: PROJECT BUDGET

Project name	[Insert Project title]	
--------------	------------------------	--

Total costs of the Project	\$	%
Total Eligible Expenditures of the Project	\$	%
Total Ineligible Expenditures of the Project	\$	%
Recipient's contribution towards Eligible Expenditures	\$	%
Canada's maximum contribution towards Eligible Expenditures	\$	%
[Insert other sources of funding, if any]	\$	%
[Insert other source of funding, if any]	\$	%

Canada's maximum contribution pertaining to Eligible Expenditure	Total
Uncapped Eligible Expenditures	\$
Eligible planning expenditures (capped at 5% of Canada's contribution)	\$
Eligible incremental employee expenditures (capped at 2% of Canada's contribution)	\$
Eligible travel expenditures (capped at 5% of Canada's contribution)	\$
Canada's total contribution toward Eligible Expenditures	\$

SCHEDULE B.3: FISCAL YEAR BREAKDOWN

PROJECT NAME	SOURCES OF FUNDING	Estimated Eligible Contribution pertaining to Fiscal Year		
		TOTAL	2019-2020	2020-2021
[Insert Project name]	Canada	\$	\$	\$
	Recipient	\$	\$	\$
	Other source 1: [Insert]	\$	\$	\$
	Other source 2: [Insert]	\$	\$	\$
Total: Canada's contribution		\$	\$	\$
Total: Recipient's contribution		\$	\$	\$
Total: other sources' contribution		\$	\$	\$

SCHEDULE B.4: SUMMARY OF PROJECT COMPONENTS AND ASSOCIATED COSTS

Name of Project Component	Description	Start Date	End Date	Total Project Cost	Total Ineligible Expenditures	Total Eligible Expenditures	Recipient's Contribution to Eligible Expenditures	Canada's Maximum Contribution to Eligible Expenditures
TOTAL				\$	\$	\$	\$	\$

SCHEDULE C – REPORTING REQUIREMENTS

SCHEDULE C.1: PROGRESS REPORT

The progress report shall include, at a minimum, the following information for the Project. Canada reserves the right to request additional information at any time.

Section C.1.1: Progress and Risk Mitigation

Applicant Name	
Title of the Project	
Fiscal Year of Project progress report	
Description of the Project progress, major achievements to date, and any changes to Schedule B	
Brief description of the activities undertaken and work completed for the reporting Fiscal Year	
Issues, areas of concern, changes or risk factors that will affect, or has affected, completion, the schedule or the budget of the Project, if applicable	
If relevant, updated status of the implementation of risk mitigation measures, activities and follow-up measures that are required to be performed, or were performed, during the Project implementation as a result of consultations with Indigenous peoples, organizations, governments, or communities	
If relevant, provide an update on activities taken to comply with environmental assessments, permits, or authorizations	
Highlights of communication activities of the Project during the reporting period and confirmation of federal signage installation, if applicable	

Section C.1.2: Project Outcomes

- a) Provide information to demonstrate that the Project is on track to achieve applicable outcomes:
 - Updated schedule B.1 (Project Outcomes)
 - Short explanation of any discrepancies between current and expected results as described in schedule B.1 (Project Outcomes), along with supporting data.

SCHEDULE C.2: FINAL REPORT

The final report shall include at a minimum the following information. Canada reserves the right to request additional information.

- a) All information required under Schedule C.1 above.
- b) A Certificate of Compliance for Final Request for Payment completed in accordance with Section 2 of Schedule D.

SCHEDULE D – CERTIFICATE(S) OF COMPLIANCE FOR PAYMENT REQUESTS

1. Certificate of Compliance for Progress Payment Requests

CERTIFICATE OF COMPLIANCE FOR PROGRESS PAYMENT REQUEST (“Certificate”)

In the matter of the CAIF SME Project Funding Agreement Regarding [insert name of Project as in the title of the Agreement on the first page of the Agreement] entered into between Canada and [Recipient] (the “Recipient”) on [insert date] (the “Agreement”).

I, _____ (Name), of the City/Town of _____, Province of _____, declare as follows:

1. That I hold the position of a delegated Financial Officer, with the Recipient and as such have knowledge of the matters set forth in this Certificate and believe this declaration to be true.
2. I have read and understood the Agreement and reviewed the attached progress payment request prepared by the Recipient for submission to Canada, dated [insert date], and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
3. All the expenditures claimed by the Recipient in the attached progress payment request for the Project constitute Eligible Expenditures as defined in Subsection 2.2 of the Agreement.
4. This Certificate does not preclude Canada from exercising its right to verify, audit or inspect in accordance with the Agreement.
5. As of the date of this Certificate, the Recipient has performed all covenants under the Agreement that are required to be performed by it on or prior to the said date.
6. The Recipient hereby represents and warrants that the information provided to Canada is true and accurate in all respects at the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

2. Certificate of Compliance for Final Payment Requests

CERTIFICATE OF COMPLIANCE FOR FINAL REQUEST FOR PAYMENT (“Certificate”)

In the matter of the CAIF SME Project Funding Agreement Regarding [insert name of Project as in the title of the Agreement on the first page of the Agreement] entered into between Canada and [Recipient] (the “Recipient”) on [insert date] (the “Agreement”).

I, _____ (Name), of the City/Town of _____, Province of _____, declare as follows:

- 1) That I hold the position of a delegated financial officer, with the Recipient and as such have knowledge of the matters set forth in this Certificate and believe this declaration to be true.
- 2) I have read and understood the Agreement and reviewed the attached final request for payment prepared by the Recipient for submission to Canada, dated [insert date], and have knowledge of the business and affairs of the Recipient and have made such examinations or investigations as are necessary to give this Certificate and to ensure that the information contained herein is true and accurate.
- 3) As of the date of this Certificate, the Recipient has performed all covenants under the Agreement that are required to be performed by it on or prior to that date.
- 4) All the expenditures claimed by the Recipient in the attached final request for payment for the Project constitute Eligible Expenditures as defined in Subsection 2.2 of the Agreement.
- 5) The representations and warranties of the Recipient contained in Section 5 of the Agreement are true and accurate in all respects at the date of this Certificate as though such representations and warranties had been made at the date of this Certificate.
- 6) The Project has been completed.
- 7) This Certificate of Compliance does not preclude Canada from exercising its right to verify, audit or inspect as per the terms and conditions of the Agreement.
- 8) The maximum Project funding set out in Paragraph 4.1 a) of the Agreement has been respected.
- 9) The Total Financial Assistance received for the Project is as follows:
[Include all Total Financial Assistance received]
- 10) The Recipient hereby represents and warrants that the information provided to Canada is true and accurate in all respects at the date of this Certificate.

Dated, this _____ day of _____ 20____

Signature

SCHEDULE E – COMMUNICATIONS PROTOCOL

1. Purpose

- a) This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement with respect to Communications Activities related to the Project.
- b) This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities, related to this Agreement and the funded Project under this Agreement.

2. Guiding Principles

Communications Activities undertaken in accordance with this Communications Protocol should ensure that Canadians are informed of investments made to help improve their quality of life and that they receive consistent information about the funded Project and its benefits.

3. Joint Communications

- a) The Parties shall engage in Joint Communications about the funding of the Project.
- b) Joint Communications related to the Project funded under this Agreement shall not occur without the prior knowledge and agreement of the Parties.
- c) All Joint Communications material approved by the Parties shall recognize the funding of Canada and the Recipient.
- d) Either Party may request Joint Communications to communicate to Canadians about the progress or completion of the Project. The requestor shall provide at least ten (10) business days' notice to the other Party.
- e) If the Communications Activity is an event, it shall take place at a mutually agreed upon date and location. The requestor of the Joint Communications, in this case, shall provide an equal opportunity for the other Party to participate and choose their own designated representatives.
- f) Canada has an obligation to communicate in English and French. Canada's communications products related to events must be bilingual and include the Canada wordmark and the other party(ies)'s logos. In such cases, Canada will provide, at its sole cost, the translation services.
- g) The conduct of all Joint Communications will follow the respective communication policies of both Canada and the Recipient

4. Individual Communications

- a) Notwithstanding Section 3 of this Communications Protocol, the Parties retain the right to meet their obligations to communicate information to Canadians about the Agreement through their own Communications Activities.
- b) The Parties may include general Project messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably restrict the use of such products or messaging by the other party(ies); and if web or social-media based, from linking to it.
- c) Given the increasing prominence of digital communications, a Party may issue digital communications to communicate progress of the Project.
- d) Where a web site, web page, or social media content is created to promote or communicate progress on a funded Project, it must recognize federal funding through the use of a digital sign (using Climate Action Incentive Fund branding) or through the use of the Canada wordmark and the following wording, "This [project/initiative] is funded in part by the Government of Canada." The Canada wordmark or digital sign (using Climate Action Incentive Fund branding) must link to Environment and Climate Change Canada's website, at Canada.ca. Canada will provide guidelines for how this recognition is to

appear. Canada, for its part, will reciprocate in the same manner acknowledging the Recipient's funding contributions.

5. Operational Communications

- a) The Recipient is solely responsible for operational communications with respect to the Project, including but not limited to: calls for tender, work and public safety notices. Such operational communications are not subject to the federal *Official Language Act*.
- b) Canada does not need to be informed of operational communications. However, such products should include, where appropriate, the following statement, "This [project/initiative] is funded in part by the Government of Canada" and the Canada wordmark.

6. Media Relations

Canada and the Recipient shall share information promptly with each other should significant media inquiries be received or emerging media or stakeholder issues arise about a Project or the overall Program.

7. Signage

- a) The Parties and other funding contributors may request a sign recognizing their funding contribution to the Project. The sign design, content, and installation guidelines will be provided by Canada.
- b) Unless otherwise agreed by Canada, the Recipient shall produce and install a physical sign, as appropriate, to recognize the funding of each Party at each Project.
- c) Digital signage (using Climate Action Incentive Fund branding) may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to the Project type, scope, location or duration.
- d) Where the Recipient decides to install a permanent plaque or other suitable marker with respect to the Project, the plaque or marker must recognize the federal funding and be approved by Canada.
- e) The Recipient agrees to inform Canada of sign installations through the Progress Reports referenced in Schedule C of this Agreement.
- f) Signage should be installed at the Project site(s) no less than one (1) month prior to the start of work, be visible for the duration of the Project, and remain in place until one (1) month after work is completed and the infrastructure is fully operational or opened for public use.
- g) Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

8. Advertising Campaigns

Recognizing that advertising can be an effective means of communicating with the public, Canada and the Recipient may, at their own cost, organize an advertising or public information campaign related to this Agreement or the Project. Such a campaign shall respect the provisions of the Agreement, including the requirement to acknowledge the Parties' funding and wordmarks. The sponsoring Party of such a campaign shall inform the other Party of its intention at least twenty-one (21) business days prior to the campaign launch.