

PROJECT CONTRIBUTION AGREEMENT

PURSUANT TO THE ISLAND COMMUNITY FUND
(2009-2014)

THIS AGREEMENT made as of this _____ day of _____, 2009.

BETWEEN:

GOVERNMENT OF PRINCE EDWARD ISLAND as represented
by the Minister of Communities, Cultural Affairs and Labour,

(hereinafter referred to as the "Province")

AND:

XXXXXXXXXX

(hereinafter referred to as the "Recipient")

WHEREAS the Minister of Communities, Cultural Affairs and Labour has recommended approval of the following Project proposed by the Recipient (the "Project"):

Project : XXXXXX

XXXXXXXXXX

NOW THEREFORE, for and in consideration of the mutual covenants contained herein, the following terms and conditions are agreed to by the Parties:

1.0 Definitions

1.1 In this Agreement, the following capitalized terms have the meaning given to it in this section unless the context clearly indicates otherwise:

- a. **"Agreement"** means this Project Contribution Agreement pursuant to the Island Community Fund;

“**Asset**” means any moveable or non-moveable asset, constructed, rehabilitated or improved, in whole or in part, with funds contributed by the Province under this Agreement;

“**Completion Date**” means the last date a claim has been paid to the Recipient against the Project.

“**Eligible Costs**” means Project costs eligible for funding in accordance with Schedule “B” attached hereto;

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

“**Infrastructure**” means publicly or privately owned capital assets in the Province for public use or benefit;

“**Island Communities Fund**” (ICF) means the provincially funded infrastructure program comprising of a Small Communities Fund and Provincial Strategic Component.

“**Minister**” means the Minister of Communities, Cultural Affairs and Labour;

“**Parties**” means the Recipient and the Province, and “**Party**” means either the Recipient or the Province;

“**Recipient**” means the party whose Project is funded under this Agreement;

“**Infrastructure Secretariat**” means a joint office of Federal and Provincial employees;

“**Third Party Agreement**” means a Agreement between the Recipient and a Third Party whereby the latter agrees to contribute a product or service to the Project in return for financial consideration which may be claimed as an Eligible Cost;

“**Third Party**” means any person, other than a Party to this Agreement, who participates in the implementation of the Project.

2.0 Obligations of the Province

- 2.1 The Province agrees, provided that the terms and conditions herein are met by the Recipient, to provide funding to the Recipient in the amount of **\$XXXX.XX** towards the actual Eligible Costs incurred and paid for the Project as set out in Schedule “A”.

- 2.2. Any payment agreed to by the Province under this Agreement is subject to there being a Provincial appropriation for the Fiscal Year in which the payment is to be made.

3. Obligations of the Recipient

- 3.1 The Recipient understands and agrees that funding for this Project is as described in Schedule "A" of this Agreement, and that all funding pursuant to this Agreement must be applied to Eligible Costs.
- 3.2 The Recipient understands and agrees that, in order to receive funds for the Project, the Recipient must enter a claim to the Province for the Eligible Costs it has incurred and that such Eligible Costs must be invoiced and paid by the Recipient prior to the claim being submitted to the Province.
- 3.3 The Recipient understands and agrees that the Project will begin within six (6) months of the date of this Agreement, and that it will complete the Project fully, and in a timely manner. If the Recipient fails to comply with this provision, the Province may terminate this Agreement. Any costs incurred by the Recipient after the termination date will not be eligible for funding. Any costs incurred by the Recipient prior to the termination date may be eligible for funding, at the sole discretion of the Minister.
- 3.4 The Recipient agrees to abide by the relevant procurement policies as stated in Schedule "E" attached hereto.
- 3.5 Prior to commencing the Project, the Recipient is required to file with the Department of Communities, Cultural Affairs and Labour the following items:
- (a) any document of the Recipient inviting any price proposal (tender) for the Project;
 - (b) list of all price quotations received by the Recipient with regard to the Project;
 - (c) copies of the successful price quotations accepted by the Recipient for the Project;
 - (d) updated milestones list for the Project, (start and end dates, announcements)
 - (e) evidence of insurance as required by this Agreement.
- 3.6 The Recipient understands and agrees that Eligible Costs must be claimed no later than March 31st in the Fiscal Year following the Fiscal Year in which the Eligible Costs were incurred and in any case no later than March 31, 2014.
- 3.7 The Recipient, where applicable, and in accordance with the terms and conditions of this Agreement, shall be responsible for contributing its share of the Eligible Costs of a Project as approved by the Province, and set out in Schedule "A".

- 3.8 The Recipient agrees to keep proper and accurate accounts and records with respect to the Project and to keep and maintain those accounts and records for a period of six (6) years after the completion Date of the Project.

4.0 Data Gathering and Audits

- 4.1 The Recipient understands that the Province has the right to obtain any data required under this Agreement, to perform audits and to monitor the Project as it sees fit.
- 4.2 The Recipient agrees that the Minister, or persons designated by the Minister, shall be permitted, at all reasonable times, to inspect and/or audit the Project and any records and accounts respecting the Project.
- 4.3 The Recipient agrees that the Auditor General of Prince Edward Island may, at the Auditor General's cost, conduct an inquiry with respect to the use of the funds provided under this Agreement. For the purposes of any such inquiry the Recipient shall, upon request and in a timely manner, provide the Auditor General with all Project records, and those of its' agents or Third Party relating to this Agreement and the use of the funds provided hereunder. The Recipient agrees to deliver such records to the Auditor General or anyone acting on behalf of the Auditor General, and the Recipient shall provide the Auditor General, or anyone acting on behalf of the Auditor General, with such further information and explanations as the Auditor General requests relating to this Agreement.

5.0 Legislative and Environmental Compliance

- 5.5 The Recipient understands and will abide by all labour, environmental, planning, human rights, and municipal legislation, including without limitation the *Occupational Health and Safety Act* and Regulations and all other legislation of the Province. The Recipient further understands and acknowledges that it has the onus to become familiar with, and to meet with all of the relevant legislative requirements.
- 5.6 The Recipient agrees that any Third Party shall abide by all labour, environmental, planning, human rights, and municipal legislation, including the *Occupational Health and Safety Act* and Regulations and all other legislation of the Province. The Recipient further understands and acknowledges that it has the onus to ensure that any Third Party becomes familiar with, and meets with all of the relevant legislative requirements.

6.0 Indemnification/Assumption of Liability

- 6.1 The Recipient shall be solely responsible for, and shall save harmless and indemnify the Province, and its' respective Ministers, officers, servants, employees and agents, from

and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever brought or prosecuted in any manner based upon, or occasioned by any injury to persons (including without limitation, death), damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from:

- (a) the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient, its officers, servants, employees and agents, or by a Third Party, and any of its officers, employees, servants or agents;
- (b) the ongoing operation, maintenance and repair of the Infrastructure resulting from the Project; or
- (c) any omission or other wilful or negligent act of the Recipient, a Third Party, their respective employees, officers, servants or agents.

7.0 Insurance

- 7.1 Prior to beginning construction on this Project, and on each anniversary date thereof until the Agreement has been fulfilled, the Recipient shall provide evidence sufficient to the Minister, of Commercial General Liability Insurance in the minimum amount of:
- For projects with total Eligible Costs of less than One Hundred Thousand (\$100,000.00) Dollars One million (\$1,000,000.00) Dollars;
 - For projects with total Eligible Costs of One Hundred Thousand (\$100,000.00) Dollars or overTwo Million (\$2,000,000.00) Dollars.

- 7.2 In addition to the insurance requirements contained in paragraph 7.1 herein, the Recipient shall also provide written evidence sufficient to the Minister of the following insurance policies, as in the opinion of the Minister is applicable to the Project, and which evidence shall be provided by the Recipient prior to the beginning construction, and on each anniversary date thereof until the Agreement has been fulfilled:

- (a) If the Project consists of a renovation to an existing building or structure, then the Recipient shall provide evidence of All Risk Property Insurance, to the full value of the building or structure.
- (b) If the Project consists of construction of a new building or structure, the Recipient shall provide evidence of Wrap Up Liability Insurance, in the minimum amount of Two Million (\$2,000,000.00) together with evidence of Course of Construction (Builders Risk) Insurance to the total value of the construction.
- (c) If the Project consists of or involves in any way work in or on boats or marine craft of any type, whether powered or not powered, or if the Project involves any use of aircraft, then the Recipient shall provide evidence of such insurance particulars and amount and with an Insurer all as required by the Minister.

7.3 In all insurance policies required herein, the Recipient shall be named and shown as the Insured, and the "Province of Prince Edward Island" shall be named and shown as the Additional Insured.

8.0 Default

- 8.1 If, in the opinion of the Province, an Event of Default has occurred or is likely to occur, the Province may exercise either or both of the following remedies:
- (a) terminate any obligation by the Province to contribute or continue to contribute to the Project, including any obligation to pay an amount owing prior to the date of such termination; and/or
 - (b) require the Recipient to repay part of, or all of, the funding it received from this Agreement forthwith to the Province, and that amount is a debt due to Her Majesty in the Right of Prince Edward Island.
- 8.2 For the purposes of paragraph 8.1, the following constitute an Event of Default:
- (a) the Recipient has submitted false or misleading information to the Minister or to the Province;
 - (b) the Recipient makes a false or misleading statement concerning assistance received under this Agreement in a prospectus or other document related to raising funds; or
 - (c) the Recipient has not met or satisfied a term or condition of this Agreement, to which the Recipient's funding under this Agreement, is subject. For greater certainty and without limiting the generality of the forgoing clause 13.9 is deemed to be a term or condition to which Recipient's funding under this Agreement is subject.

9.0 Project Management

- 9.1 The Recipient understands and agrees to accept full responsibility for the Project including operation, maintenance and repair, except where the Province has specifically agreed otherwise.
- 9.2 The Recipient understands and agrees that it must inform the Minister of funding from any other federal, provincial or municipal sources for the Project approved pursuant to this Agreement.

- 9.3 The Recipient understands that any request for amendment to the Project must be submitted, in writing, to the Minister, and must include a description of the change, including any new environmental impacts, detailed reasons/rationale for the change, and a revised Project Business Case.
- 9.5. The Recipient agrees not to alter the scope or nature of the Project without the prior written consent of the Minister, and this consent is required until a period of three (3) years has expired after Completion Date. The Recipient will provide such data about the scope or nature of the Project, as may be required by the Minister.
- 9.6 The Recipient understands that it must prepare and submit a "Final Report / Project Completion Report" with the final claim for the Project on forms provided by the Infrastructure Secretariat, and the Recipient agrees that:
- (a) the "Final Report / Project Completion Report" must include total costs and total Eligible Costs for the Project, information on actual milestone dates, and confirmation that anticipated benefits of the Project were achieved;
 - (b) the report must include an attestation by the Recipient that all elements of the Project were completed; and
 - (c) variances from estimates and/or descriptions provided during the application process will be explained in the report.

10.0 Asset Management

- 10.1 This Section 10.0 of this Agreement applies to:
- a) Small Project Component under the ICF receiving \$10,000 or more in funding;
 - and
 - b) All projects under the Strategic Project Component funded under the ICF.
- 10.2 The Parties agree that any Asset resulting from the Project will be used, maintained and operated by the Recipient for a period of at least one half of the expected life of the Asset after the Completion Date.
- 10.2 The Recipient, unless otherwise agreed to by the Minister, will retain title to, and ownership of, the Infrastructure resulting from the Project for at least ten (10) years after the completion date of the Project.
- 10.4 In the event that, at any time within ten (10) years from the date of completion of the Project, the Recipient sells, leases, encumbers or otherwise disposes of, directly or indirectly, any Asset constructed, rehabilitated or improved, in whole or in part, with

funds contributed by the Province under this Agreement, other than to the Province, a Local Government, or a Crown corporation of the Province that is the latter's agent for the purpose of implementing this Agreement, the Recipient hereby undertakes to repay the Province, on demand, the proportionate amount of the funds contributed by the Province, as follows:

Where Project Asset is sold, leased, encumbered or disposed of:	Repayment of contribution(in current dollars)
Within 2 Years after Project completion	100%
Between 2 and 5 Years after Project completion	55%
Between 5 and 10 Years after Project completion	10%
More than 10 Years after Project completion	0%

- 10.5 At any time during the ten (10) years following the Completion Date, the Recipient agrees to notify the Province in writing as soon as practicable, of any transaction triggering the above-mentioned repayment.
- 10.6 The Parties acknowledge that the Project is meant to accrue to the public benefit. Accordingly, where the Recipient becomes aware that any Asset under this Agreement is used in such a way that, in a Fiscal Year, revenues are generated from it which exceed its operating expenses, it will notify the Province in writing ninety (90) days prior to the end of that Fiscal year and the Province may require the Recipient to pay the Province immediately a portion of the excess, in the same proportion as the Province's contribution to the total cost of the Asset. This obligation applies only to the first ten (10) complete Fiscal Years following the completion date of the Project.

11.0 Communications

- 11.1 The Recipient shall obtain the prior approval of the Minister before preparing any announcements, brochures, advertisements or other materials that will make reference to the ICF or the Project.
- 11.2 The Parties acknowledge that a communications plan, referred to in Schedule "C" attached hereto, will be prepared by the Province to provide an outline of communications activities for the Project.

- 11.3 The Recipient consents to the Minister or its designate making public announcements of the Project, by or on behalf of the ICF.
- 11.4 The Recipient will advise the Minister at least fifteen (15) days in advance of any special event (official opening, ribbon cutting, sod turning, etc.) the Recipient wishes to organize in connection with the Project. Special events shall only be held on a date that is acceptable to the Minister and the Recipient. The Recipient consents to the participation of representatives of the Province in any such ceremony or event.
- 11.5 The Recipient will acknowledge that the Project was assisted by the ICF, in all of its news releases, presentations, advertising, websites and publications (including annual reports). The following standard clause is suggested wording:
"The Project has received funding through the Island Community Fund which is managed by the Prince Edward Island Department of Communities, Cultural Affairs and Labour."
- 11.6 The Recipient agrees to install a sign on the construction site of the Project at the start of construction, which recognizes the participation of the Province in the Project. The sign shall be erected on or near the Project site in a highly visible location approved by the Minister, or a person designated by the Minister, where it cannot be overshadowed by other signs. The Recipient will maintain the sign in good repair, and shall remove the sign no earlier than three (3) months after the Completion Date. Once the Project is complete, the Recipient also agrees, if required by the Minister, to display a permanent plaque in a visible location at the Project site. All signs and plaques must be approved by the Province before construction.

12.0 Third Party Agreements

- 12.1 Any Agreement entered into with a Third Party in connection with the Project and this Agreement will be awarded in a way that is transparent, competitive and consistent with the Agreement on Internal Trade, and consistent with value for money principles.
- 12.2 The Recipient understands and agrees that when it enters into any Agreement with a Third Party relating to the Project or this Agreement, said Agreements shall be consistent with the ICF and shall contain the provisions as outlined in Schedule "D" attached hereto.
- 12.3 The Recipient agrees to comply with Schedule E attaches hereto, which sets out the procurement policy for Third Party contracts.

13.0 General Provisions

- 13.1 The Parties agree that the Recipient shall act as an independent contractor and that it is entitled to no other benefits or payments from the Province whatsoever except those

specified in this Agreement and the Parties agree that nothing in this Agreement is to be construed as authorizing:

- (a) one Party to this Agreement to incur any obligation on behalf of the other or to act as agent for the other; or
 - (b) the Recipient or any Third Party to incur any obligation on behalf of the Province or to act as an agent for the Province.
- 13.2 No member of the Legislative Assembly of Prince Edward Island shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- 13.3 This Agreement shall not be assigned or subcontracted in whole or in part by the Recipient without the prior written consent of the Province.
- 13.4 This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.
- 13.5 The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
- 13.6 This Agreement, including Schedules, constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be made in accordance with Section 9 herein.
- 13.7 This Agreement shall continue in effect until all terms and conditions as agreed to by the Parties have been met. Notwithstanding the foregoing, the Parties' obligations set out in any section, clause, paragraph or schedule herein required to give effect to the termination or to its consequences will survive the expiry or early termination of this Agreement.
- 13.8 Any notice, information or document directed to the Recipient, using contact information provided on the Project application, will be deemed to have been delivered no later than ten (10) calendar days after mailing.
- 13.9 The Recipient shall at any time and from time to time upon the request of the Province, execute and deliver such further documents or assurances and do such other acts or things as the Province may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement.
- 13.10 The following schedules are attached to and from part of this Agreement:
- Schedule "A" - Project Outline

- Schedule "B" - Eligible and Ineligible Costs
- Schedule "C" - Communications Protocol
- Schedule "D" - Third Party Agreement Procedures
- Schedule "E" - Procurement Policy

SAMPLE

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

Government of Prince Edward Island

in the presence of:

**as represented by the Minister of
Communities, Cultural Affairs and
Labour**

)

Minister of Communities, Cultural Affairs
and Labour

SIGNED, SEALED AND DELIVERED

Recipient:

in the presence of:

)

Authorized Representative

)

Authorized Representative

SAMPLE

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SCHEDULE "A"
PROJECT OUTLINE

SAMPLE

SCHEDULE "B"

ELIGIBLE AND INELIGIBLE COSTS

B.1 Eligible Costs

Subject to Section B.2, Eligible Costs means all direct costs which are in the Province's opinion properly and reasonably incurred and paid by the Recipient for an eligible investment under this Agreement for goods or services necessary for the implementation of the Project. Eligible Costs mean only the following:

- a) the capital costs of acquiring, constructing or renovating a tangible capital asset, as defined and determined according to Generally Accepted Accounting Principles;
- b) the costs of joint communication activities (press releases, press conferences, translation, etc.) and road signage recognition;
- c) all planning (including plans and specifications) and assessment costs such as the costs of environmental planning, surveying, engineering, architectural supervision, testing and management consulting services;
- d) the costs of engineering and environmental reviews, including environmental assessments and follow-up programs as determined by the Prince Edward Island Department of Environment, Energy and Forestry, and the costs of remedial activities, mitigation measures and follow-up identified in any environmental assessment;
- e) the costs of Project-related signage, lighting, Project markings and utility adjustments;
- f) the costs which are, in the sole opinion of the Minister, for developing and implementing innovative techniques for carrying out the Project. This will be considered on a case by case basis by the Minister;
- g) other costs that, in the opinion of the Province, are considered to be direct and necessary for the successful implementation of the Project and have been approved in writing prior to being incurred.

B.2 Ineligible Costs

The following costs are Ineligible Costs are Costs not eligible for funding and include the following:

- a) costs incurred before approval of the project by the Minister;
- b) costs incurred after the Project completion date;

- c) the cost of developing a business case or proposal for funding;
- d) the cost of purchasing land and associated real estate and other fees;
- e) financing charges and interest payments on loans;
- f) leasing land, buildings, and other facilities;
- g) general repairs and maintenance of a Project work and related structures, unless such cost are, in the sole opinion of the Province, part of a larger capital expansion project tied to capital expansion;
- h) services or works normally provided by the Recipient, incurred in the course of implementation of the Project, except those specified as Eligible Costs;
- i) the cost of any goods and services which are received through donations or in kind;
- j) employee wages and benefits, overhead costs as well as other direct or indirect operating, maintenance and administrative costs incurred by the Recipient;
- k) Provincial Sales Tax and Goods and Services Tax, for which the Recipient is eligible for a rebate, and any other costs eligible for rebates;
- l) legal and accounting fees; and
- m) for administration of this Agreement, ineligible project administration costs involve the salaries and benefits of incremental staff and general administration costs unrelated to Project implementation.

SCHEDULE C

COMMUNICATIONS PROTOCOL

1. SCOPE

- 1.1 All Recipients of funding under the ICF will be required to meet all relevant terms and conditions of the communications protocol set out in this schedule.

2. GUIDING PRINCIPLES

- 2.1 Parties agree to undertake joint communications activities and collaborate on Projects to ensure open, transparent, proactive and effective communications with Islanders. This transparency and accountability will be achieved through appropriate and consistent public communications activities that recognize the contributions of all participating parties under this Agreement.
- 2.2 The Parties can carry out their own communications activities relating to their infrastructure programs and investments that are part of this Agreement. However, such communications will nonetheless recognize and emphasize the partnership nature of the funds and the contributions of all Parties.
- 2.3 The Parties agree that all communications products produced pursuant to this Agreement shall comply with the provincial communication requirements. Branding standards and graphic guidelines will be developed by the Province to guide development of communications and activities.
- 2.4 All communications through electronic media such as web sites or management information systems should follow the same guiding principles as those established for “traditional” means of communications in a manner that each Party respects their respective official language requirements.
- 2.5 All public information material pursuant to this Agreement shall be produced in a manner that each Party respects their respective parties' official language requirements and indicate, where practicable, that the Project is being implemented under the ICF. All such material shall fairly reflect the contribution of all Parties to the Project.

3. PROJECT COMMUNICATIONS

3.1 General

All written communications concerning the Project shall be prepared in a manner that supports the communications objectives and branding of the ICF.

3.2 **Agreements**

All public information material related to calls for tendering for projects shall clearly and prominently indicate that the project is funded under ICF.

3.3 **Project Promotion**

- a) Recipients are responsible for the promotion of their project and its activities and objectives within their community or jurisdiction. The Recipient will provide, as appropriate, Project communications such as: a Project web site, print, audiovisual and other communications about the Project as it proceeds. The Recipient will inform the Province of any such promotional communication before it takes place. The recipient will also ensure to include mention of the partnership nature of the funds and the contribution of all Parties in annual reports, speeches or other opportunities, as appropriate.
- b) The Recipient is solely responsible for operational communications including calls for tender, construction, and public safety notices. Operational communications as described above are not subject to official language policy.
- c) The Recipient will share information promptly with the Province on significant emerging media issues relating to the project. The Province will advise the Recipient, where appropriate, about media inquiries received concerning the Project (for example, joint management questions or serious safety matters).
- d) The Province and the Recipient each reserve the right to refer to funding provided under the ICF in their own separate, and non-Project specific communications. Each Party commits to acknowledge the other Party's involvement in the project.
- e) The recipient will provide, whenever possible, professional quality audio-visual material about the project to the Province to support wider communications about funding under the Island Community Fund.

4. COMMUNICATING WITH THE PUBLIC

4.1 General

- a) The Province and the recipient shall consult with each other, 15 working days in advance, about all proposed news releases or public announcements relating to jointly-funded projects between the Province, any other Funding body and Recipient. This is to provide all parties sufficient notice of key project communications, and, where appropriate, the time to determine a course of action, line-up principals and prepare joint material. Notwithstanding the advance notice requirement, consent shall not be unreasonably withheld by either Party if a news release or public announcement must be issued in less than 15 working days as the result of unforeseeable circumstances, including matters of public safety or where an emergency response is required.
- b) Recipients will advise the Province regularly of upcoming public events or community relations activities relating to the Project. Each Party commits to acknowledge the other Party's involvement in the Project.
- c) Projects under the Strategic Project Component of the ICF will include a communications plan showing how the recipient intends to manage communications and provide funding partners with visibility. This plan should also forecast: major milestones for joint communications; project communications activities [e.g., tender notices, plans to provide partner visibility after project completion], and estimated expenditures for key communications activities and issue management.
- d) In the case of Projects under the Small Project Component of the ICF I, a short communications planning checklist will be incorporated into the application forms themselves to provide the Province a basic outline of planned activities.
- e) The Province may directly, or through delegation to a sub-committee, working group, agent or other representative, monitor the Recipient's performance with respect to the communications provisions of this Agreement and order appropriate remedies, as it sees fit, where insufficiencies are found.

4.2 Signing of the Agreements

The Parties shall issue a joint news release when this Agreement and subsequent agreements are signed. The Parties agree to hold, where appropriate, an official ceremony on these occasions.

4.3 News Releases

The Parties shall issue joint news releases after funding decisions are made, or upon Project milestones. The Province will liaison with all Parties involved in news release. The Parties shall agree on the use of quotes from the designated representatives of the Province, and/or the Recipient in the news releases.

4.5 News Conferences, Public Announcements, Official Events or Ceremonies

- a) The Party proposing a public announcement or official ceremony related to funding under the ICF shall provide the other Party with at least 15 working days notice. The Ministers, or their designated representatives, will participate in such announcements or ceremonies to take place at a mutually agreed date and location.
- b) The Parties shall co-operate in the organization of announcements or ceremonies. The *Table of Precedence*, as established by the Provincial Protocol Office for the Province, or other mutually agreed protocol, should be respected. Messages and public statements for such events should be mutually agreed upon.

4.6 Signage

- a) The Recipient shall provide and install temporary signage or other appropriate identifiers at a prominent location where there is visible activity related to the Project indicating the participation of all funding partners, and bearing any other such message approved by the Province.
- b) Design, wording and specifications of joint signage shall reflect the participation of the Province and must be approved by the Province. Signage and other identifiers must conform to the ICF graphic guidelines. Signs or other identifiers shall have appropriate space indicating participation by the Recipient, if requested.
- c) The Province shall issue specifications for signs or other identifiers, as well as timeframes for their installation. Temporary signs must be removed within 90 days the Completion Date.
- d) The Recipient will provide and install, upon completion of the Project, where feasible, a plaque, permanent sign or other suitable identifier bearing an appropriate inscription. The design, wording and specifications of such permanent signs shall respect the general provisions of this Agreement and must be approved by the Province.
- e) The requirements set out in this section for temporary and permanent signage may be waived by the Province in the rare situation where it is deemed impractical or impossible to comply.
- f) The costs of all Project signage shall be borne by the Recipient.

4.7 Advertising

- a) Recognizing that advertising can be an effective means of communicating with the

public, either Party may, at its own cost, organise an advertising or public information campaign related to the ICF Project. However, such a campaign must respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party agrees to inform the other Party of its intention as soon as possible, as early notice is essential for any required review process. In any event, notice must be provided a minimum of 20 working days before the commencing of such a campaign..

5.0 COST ALLOCATION

Unless otherwise agreed to, the Parties will each bear their own direct costs, e.g. staff time, transportation, per diems, etc., associated with the application of this Agreement.

6.0 DISPUTES, MONITORING AND COMPLIANCE

6.1 The Province will monitor the Parties' compliance with this Schedule, and may, at its discretion, advise the Parties of issues and required adjustments. Should there be any disagreement or contentious issues, Section 11 of this Agreement will be followed.

SCHEDULE "D"

THIRD PARTY AGREEMENT PROCEDURES

All Agreements with Third Parties shall include the following provisions:

- a) Proper and accurate accounts and records shall be maintained by the Recipient and the Third Party with respect to the Project;
- b) The Province and the Minister, or their designates, shall be permitted, at all reasonable times, to inspect the terms of the Third Party Agreement and any records and accounts respecting the Project;
- c) All applicable labour, environmental and human rights legislation, including without limitations the Occupational Health and Safety Act and Regulations and all other legislation of the Province and all provincial legislation shall be complied with by the Third Party and its agents;
- d) The Recipient and the Third Party shall be solely responsible for and shall save harmless and indemnify The Province, and its' Ministers, officers, employees and agents from and against all claims, liabilities, demands, losses, costs, damages, actions, suits or proceedings of any nature or kind with respect to any injury to persons (including, without limitation, death), damage to or loss or destruction of property, economic loss or infringement of rights caused by or arising directly or indirectly from (i) the Project; (ii) the performance of the Agreement or the breach of any terms or conditions of the Third Party Agreement by the Third Party or its officers, employees or agents; (iii) the on-going operation, maintenance and repair of the Project; or (iv) any omission or any willful or negligent act of the Third Party or its officers, employees or agents;
- e) Third Parties shall provide the Recipient with confirmation of such insurance coverage as is required by the Recipient in accordance with Section 7 of the Agreement.

SCHEDULE "E"

PROCUREMENT POLICY

1. The Recipient agrees that all Third Party Agreements will be awarded in a transparent, competitive manner that is consistent with value for money principles.
2. The Recipient further agrees that in the event that a municipal Recipient has its own formal procurement policy it wishes to follow, the municipal Recipient shall first submit this policy to the Secretariat for prior review. The Secretariat in its sole discretion shall review the policy and determine if the municipal Recipient's procurement policy will apply to the Agreement in the place of the procurement policy otherwise applicable under this Agreement.
3. All other municipal and non-governmental Recipients agree to the procurement policy stated below:

Agreements for goods and services:

From \$0.00 to \$5,000.00 - One to three written or telephone quotes;

From \$5,001.00 to \$25,000.00 - Three written quotes;

From \$25,001.00 to \$50,000.00 - Three written quotes by written invitation or public tender;

From \$50,001.00 and over - Public Tenders.