

## FUNDING AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

**BETWEEN:**            **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by  
the Minister of Family and Human Services,

(herein referred to as "Government")

OF THE FIRST PART;

**AND:**                **XXXXXXXXX**, in xxxxxxxxxx, xxxxxx County, Prince Edward Island,

(herein referred to as the "Organization")

OF THE SECOND PART

**WHEREAS** the Minister of Family and Human Services has responsibility for the PEI Seniors' Secretariat;

**AND WHEREAS** Government, through the Department of Family and Human Services, is desirous of supporting project work of importance to seniors in Prince Edward Island;

**AND WHEREAS** Government wishes to provide funding to the Organization to carry out the work described in Schedule "A" attached to this Agreement;

**AND WHEREAS** the Organization has agreed to use the funding to carry out the work described in Schedule "A";

**AND WHEREAS** the Parties wish to execute this Agreement in order to confirm the terms and conditions under which Government will provide funding to support the work described in Schedule "A".

Initials \_\_\_\_\_/\_\_\_\_\_

Date \_\_\_\_\_/\_\_\_\_\_

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

**Covenants of the Parties**

1. The Organization shall use the funding to carry out the work described in Schedule “A” attached to this Agreement (the “work”), in a manner satisfactory to Government.
  
2.
  - a. Subject to the termination clauses contained in the Termination section of this Agreement, the term of this Agreement shall commence on the xx day of xx, xxxx and end on the xx day of xx, xxxx.
  
  - b. Subject to the termination clauses contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Organization commenced the performance of the work on the xx day of xx, xxxx. It is further agreed that the funding sum of \$xx, inclusive of all applicable taxes, is the maximum funding available for the work and includes all amounts for work done since the xx day of xx, xxxx.

**Payments, Records and Accounts**

3.
  - a. Government shall make payment in the amount of \$xx, inclusive of all applicable taxes, to the Organization on full execution of this Agreement.
  
  - b. The Organization shall keep proper accounts and records of the cost to the Organization of the work and of all expenditures or commitments made by the Organization under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Organization shall afford all facilities for the audits, inspections, copying, extractions and inspections and shall furnish Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.

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- c. Subject to statutory limitations, the Organization shall not, without the consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

#### **Conditions of Agreement**

- 4.
  - a. The Parties agree that the Organization shall act as an independent contractor and that it is entitled to only those benefits or payments specified in the Payments, Records and Accounts section of this Agreement.
  - b. The Parties agree that entry into this Agreement will not result in the appointment or employment of the Organization, or any representative, officer, clerk or employee of the Organization as a representative, officer, clerk or employee of Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.
  - c. The Organization acknowledges and agrees that nothing in this Agreement shall constitute the creation of a joint venture or partnership, or confer any authority or ownership by Government over the Organization, its projects, plans or activities.
  - d. The Organization agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, Harmonized Sales Tax or any other similar matter which the Organization may be required by law to make in connection with the work.
  - e. The Organization agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the work.
  - f. The Organization agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the funding stipulated in the Payments, Records and Accounts section of this Agreement.

Initials \_\_\_\_\_ / \_\_\_\_\_  
Date \_\_\_\_\_ / \_\_\_\_\_

## **Reports and Administration**

5.
  - a. Government and the Organization will appoint persons to liaise regarding policy direction and development and administration of this Agreement.
  - b. The Organization will prepare and submit a report to Government as more particularly described in Schedule “B” attached to this Agreement.

## **Termination**

6. The Organization agrees that in the event it cannot complete the work as agreed,
  - a. it shall immediately notify Government in writing; and
  - b. it shall immediately remit any remaining funds paid to it under this Agreement to Government.
7. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and either delivered to the Organization or mailed to the Organization’s address at the last-known place of business. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Organization shall have no further claim against Government, except that the Organization will be paid from the funding for work completed up to the date of termination by written notice, and all other remaining funds paid to the Organization under this Agreement must be immediately remitted to Government.
8. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

## **Indemnification, Waiver and Insurance**

9. The Organization shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs (including, without limitation, legal fees), damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the work.

Initials \_\_\_\_\_/\_\_\_\_\_  
Date \_\_\_\_\_/\_\_\_\_\_

10. The Organization shall be solely responsible for the work and hereby waives any claims or actions against Government. In no event shall Government be liable to the Organization or to any third party for any damages or expenses of any kind arising out of either the work or this Agreement.
11. Insurance policies, if any, held by the Organization shall be primary and shall not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as Government's Self Insurance and Risk Management Fund.

### **Confidentiality**

12. Any and all information, knowledge or data made available to the Organization as a result of this Agreement shall be treated as confidential information. The Organization will not directly or indirectly disclose or use it for purposes unrelated to this Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.

### **Freedom of Information and Protection of Privacy Act**

13. The Parties agree that any information provided in, or relating to, this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I. 1988, Cap. F-15.01.

### **General**

14. This Agreement shall not be assigned or subcontracted in whole or in part by the Organization without the prior written consent of Government.
15. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and, subject to above assignment and subcontracting clause, their respective executors, administrators, successors and assigns.
16. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.

Initials \_\_\_\_\_/\_\_\_\_\_  
Date \_\_\_\_\_/\_\_\_\_\_

17. This Agreement, including Schedules “A” and “B”, constitutes and expresses the entire agreement of the Parties and any amendment or addition thereto shall be in writing and signed by both Parties.
18. This Agreement may only be amended with the express written consent of the Parties.
19. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.
20. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.
21. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in the Agreement.

**IN WITNESS WHEREOF** the Parties hereto have duly executed this Agreement as of the date first above written.

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	Government of Prince Edward Island,
in the presence of:	)	as represented by the Minister of
	)	Family and Human Services
	)	
	)	
	)	
_____	)	_____
	)	

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	xxxxx
in the presence of:	)	
	)	
	)	
	)	
_____	)	_____
	)	

**SCHEDULE "A"**

**To Agreement between Government of Prince Edward Island and XXXXXXXXXX dated the  
\_\_\_ day of \_\_\_\_\_, 2016**

**THE WORK**

1. The funding provided by Government under this Agreement will contribute to the work of the Organization as follows:
  - a.
  - b.
2. The Organization shall complete criminal records checks, including a vulnerable persons check, on all of its employees.

Initials \_\_\_\_\_/\_\_\_\_\_  
Date \_\_\_\_\_/\_\_\_\_\_

**SCHEDULE "B"**

**To Agreement between Government of Prince Edward Island and XXXXXXXXXX dated the  
\_\_ day of \_\_\_\_\_, 2016**

**REPORTING**

By or before MARCH 31, 2016, the Organization shall provide Government with a report containing the following information:

- a.
- b.
- c.
- d.
- e. A brief description of any successes, challenges and lessons learned from undertaking this project.

Initials \_\_\_\_\_/\_\_\_\_\_  
Date \_\_\_\_\_/\_\_\_\_\_