

# LETTER OF AGREEMENT

This Agreement made in duplicate this XX day of XXXX, 2017.

BETWEEN:

XXXXXX  
(referred to hereinafter as the "Applicant")

AND

WILDLIFE HABITAT CANADA, a private, non-profit corporation incorporated under the Canada Corporations Act and having its head office at 2039 Robertson Road, Suite 247, Ottawa, ON, K2H 8R2 (referred to hereinafter as "WHC")

The Applicant agrees to carry out the wildlife habitat conservation project entitled "XXXXXXXXXX" (Project # 18-X) (the "Project") described in Schedule "A" attached hereto.

WHC agrees to provide a grant (the "Grant") to the Applicant to assist in the carrying out of the Project, as notified in WHC's correspondence of XXXX, 2017, attached hereto as Schedule "B". The Project habitat products/results to be supported by WHC funding are specified in Schedule "A" that is attached to this Letter of Agreement (the "Agreement"). This Grant is made available upon the following conditions:

1. Term of the Agreement: The term of this Agreement shall be for the period commencing April 1, 2017 to March 31, 2018.
2. Disbursement of the Grant: WHC agrees to provide up to a maximum of \$XXXX for budgeted Project expenditures in the 2017-2018 fiscal year. The Applicant agrees to allocate WHC's Grant to the Project activities to produce the specific habitat products/results as indicated in Schedule "A." Unless otherwise agreed to in writing, the Project activities described in Schedule "A" must be completed by the Applicant by March 15, 2018.
3. Match Ratio: The Applicant must ensure that the project maintains a minimum 1:1 funding match ratio\* for WHC funds. That is, the WHC Grant cannot exceed 50% of the Project Revenue. *\*Funding from Government of Canada programs cannot be considered as match.*
4. Final Budget: The Applicant shall provide WHC with a final Project budget by May 31, 2017, as well as any modifications to the Project activities that may be required as a result of the final funding commitments by all Project partners.
5. Grant Disbursements:
  - (a) WHC will advance Grant funds as follows, at a time when WHC has been provided with the funds to transfer to the Applicant:
    - (i) Up to a maximum 40% of the total approved Grant funds upon WHC's receipt of a signed copy of the Agreement and Project invoice, as per section 5 (b) of this Agreement.

- (ii) Up to a maximum 40% of the total approved Grant funds following WHC's receipt and acceptance of the Interim Report, as per section 19 (b), and accompanying Project invoice, as per section 5 (b).
  - (iii) The balance of the total approved Grant funds upon the completion of the Project and WHC's receipt and acceptance of the Final Project Report, as per section 19 (c), and accompanying Project invoice, as per section 5 (b).
- (b) To initiate a Grant disbursement from WHC, the Applicant must forward a Project invoice that contains the following details, to WHC (Attention Julia Thompson, Grants Administrator):
- (i) Name and address of the Applicant/organization to whom WHC's Grant payment should be made
  - (ii) Current date
  - (iii) Invoice number (if applicable)
  - (iv) The Project number and title
  - (v) The length of time that the invoice covers
  - (vi) A detailed listing of Project expenditures for the period based on budget categories as described in Schedule "A" of this Agreement
  - (vii) The funds/amount requested from WHC for the invoice period
  - (viii) An authorized signature.

6. Financial Statements: The Applicant shall provide WHC with a final financial statement for 2017-2018 as a component of the final Project report, by March 15, 2018.

7. Use of the Grant: The Applicant shall apply the amount of the Grant to the carrying out of the Project in accordance with the terms of Schedule "A" and the Project budget forming part thereof, of this Agreement. The Applicant shall not use any part of the Grant for any other purpose without the written consent of WHC.

**Expenditures related to the acquisition of land or an interest in land shall, at no point in time, be allowed,** including a lease, conservation easement or conservation covenant, for the purposes of conservation and management of wildlife.

WHC funds cannot be used to contribute to any endowment fund(s).

8. Changes to the Project: WHC recognizes that the Project budget has been formulated on an estimated basis only and will accept adjustments between categories provided that the Project is completed and that the total does not exceed the total estimated cost of the Project.

If the Project budget is modified after May 31, 2017, the Applicant must submit a revised Project budget to WHC. Adjustments between categories which exceed ten percent (10%) of the total Project budget are subject to prior approval by WHC. The Applicant shall request to WHC, in writing, any changes to the Project activities as specified in Schedule "A" to which WHC's Grant is to be allocated.

9. Conditions of the Grant: WHC may decline to disburse the Grant or the undisbursed portion thereof, in any of the following events:

- (a) If any of the Applicant's representations or warranties made or referred to in this Agreement are found to be or become untrue in any material respect
  - (b) If the Applicant has failed to perform any obligation to WHC under this Agreement, including those specified in Schedule "A"
  - (c) If for unforeseen reasons funding is not available to WHC such that in WHC's opinion it is not able to assist the Applicant as contemplated herein, WHC will make all reasonable efforts to notify the Applicant of the unavailability of funds within a period of time appropriate to the circumstances.
10. Other Funds Required: The Applicant is responsible for raising the remaining portion of the cost of carrying out the Project and ensuring that the Project maintains a minimum 1:1 match ratio\* for WHC funds. *\*Funding from Government of Canada programs cannot be considered as match.*

**The Applicant shall notify WHC in writing of any changes in the Project funding sources** (described in Schedule "A" and the final Project budget).

11. Liability:

- (a) The Applicant agrees, at all times, to indemnify and save harmless, WHC or any of its officers, servants, employees or agents from and against all claims and demands, loss, costs (including legal costs), damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder, except claims for damage resulting from the negligence of any officers, servants, employees, or agents of WHC while acting within the scope of their duties or employment.
  - (b) If WHC is made a party to any action, suit or proceeding in respect of a matter for which the Applicant is obligated to indemnify WHC under this agreement, if requested by WHC, the Applicant shall defend such action, suit or proceeding in the name of WHC at the Applicant's expense. The foregoing obligation of indemnification is subject to the requirement that the Applicant, in respect of any claim made by a third party, be notified by WHC of all material particulars thereof and be afforded an opportunity at the Applicant's sole expense to resist, defend and compromise the same, provided that the Applicant is not obligated to do so, and further provided that if the Applicant does not assume the defense of such claim, WHC may defend against the claim in any manner they deem appropriate and may take such action as may be reasonably prudent in the circumstances to settle the claim.
12. Limited Liability: The Applicant understands and agrees that WHC's sole liability under this Agreement is to advance funds as per the terms of this Agreement and specifically WHC is not liable for any loan, lease or other obligation entered into by the Applicant.

13. Joint and Several Obligations: Where the Applicant is not a corporation or a legal entity, any person who signs this Agreement shall be held jointly and severally liable for any and all obligations under this Agreement.
14. Non-Compliance: Should either the Applicant or WHC fail to comply with any of the terms and conditions contained herein, a party may give thirty (30) days written notice of the non-compliance to the other. If either the Applicant or WHC does not remedy the non-compliance within the notice period, the party giving the notice may terminate, suspend or reduce the scope of this Agreement at the end of the thirty (30) days written notice. WHC may demand repayment of funds already paid to the Applicant that have not been expended, or are payable to a third party. Any party may seek any other appropriate legal and equitable remedy. In the event that non-compliance is the subject of dispute, this Agreement will be considered in force until the dispute has been resolved by submission to a mediator as agreed upon by both parties.
15. Payments in Case of Termination: In the event this Agreement is terminated for any reason whatsoever, WHC or the Applicant may reduce, in whole or in part, the amounts to be paid, and the Applicant shall pay back to WHC all monies not expended or payable to a third party at the date of termination.
16. Publicity:
- (a) **The Applicant shall ensure that WHC receives public acknowledgement of the Grant** for the Project:
- (i) In all information (e.g. papers, presentations, publications, news releases, etc.) and/or promotional material (e.g. brochures, mail-outs, etc.) referring to the Project;
- (ii) In any media coverage or other third-party reporting of the Project.

WHC shall provide the Applicant with a scalable electronic version of the **WHC logo for display on any appropriate Project communication materials prepared by the Applicant.**



WHC shall provide quotes for inclusion in news releases or other publications, as well as representation (where possible) at events associated with the Project.

- (b) **The Applicant shall provide any proposed or draft communication materials associated with promoting the Project** (e.g. news releases) **to WHC for comment prior to distribution.** The Applicant shall forward final news releases, publications, and/or Project products to WHC.
- (c) If space allows, the following paragraph about WHC is to be used by the Applicant in any website, publication, news release, promotional material, etc. that is produced in association with the Project:

Since 1985, Wildlife Habitat Canada, a national, non-profit, charitable conservation organization, has invested over \$50 million supporting more than 1,000 conservation projects across Canada, through its granting program. Funds invested to support grants come from the purchase of the Canadian Wildlife Habitat Conservation Stamp. The Stamp is purchased primarily by waterfowl hunters to validate their Migratory Game Bird Hunting Permits. Wildlife Habitat Canada works through partnerships with communities, landowners, governments, non-government organizations, and industry to conserve, enhance, and restore wildlife habitat. To learn more about the projects that Wildlife Habitat Canada has funded, please visit [www.whc.org](http://www.whc.org).

**Without habitat...there is no wildlife. It's that simple!**

- (d) The Applicant shall provide WHC with copies (electronic where possible) of papers, presentations, images (photographs), diagrams, maps and other documents relating to the Project, as well as the final Project report, and agrees to allow WHC to use the Project materials in WHC's communication activities (e.g. WHC website, news releases, annual report, etc.).

17. Audits:

- (a) The Applicant agrees to keep proper accounts and records of the revenue and expenditures for the subject matter of this Agreement, including all invoices, receipts and vouchers relating thereto. The Applicant will provide financial statements and forecasts as stipulated in this Agreement and as required from time to time by WHC, and shall conduct their financial affairs according to general accepted accounting principles and practices. For the purpose of this Agreement, the Applicant will keep all financial records, including invoices, receipts and vouchers for a period of at least three (3) years after the expiry of this Agreement.
- (b) WHC and/or Environment and Climate Change Canada reserve the right to audit or cause to have audited the accounts and records of the Applicant which relate directly to the Project to ensure compliance with the terms and obligations of the Agreement, and the Applicant shall make available to such auditors any records, documents, and information that the auditors may require. The scope, coverage and timing of such audit shall be as determined by WHC and/or Environment and Climate Change Canada, and, if conducted, may be carried out by employees of WHC and/or Environment and Climate Change Canada or their agent(s).

WHC and/or Environment and Climate Change Canada may choose to rely on an opinion from an Applicant's external auditor regarding compliance to any or all terms and conditions of this Grant Agreement. Such an opinion shall be supported by audited financial statements.

The Applicant understands and agrees that the Auditor General of Canada has, under the *Auditor General Act*, the power to inquire into the use of a transfer payment and undertake audits with respect of the use of federal funds. The Applicant agrees to make records and information available to the Auditor General for such purposes. The Applicant will ensure that final recipients of Grant funds also are informed of the Auditor General's powers and agree to the availability of their records for such purposes.

- (c) WHC agrees to inform the Applicant of the financial results of any audit and to pay the Applicant, as soon as possible after the completion of the audit, any moneys which the audit may show to be then due and owing to the Applicant. The Applicant agrees to pay WHC, on being informed of the results of such audit, any moneys which the audit may show to be then due and owing to WHC. The Applicant reserves the right, on being informed of the results of such audit, to conduct its own audit at the Applicant's expense before determining whether it will pay any money back to WHC.
  - (d) In the event the audit is the subject of dispute, this Agreement will be considered in force until the dispute has been resolved by submission to a mediator as agreed upon by both parties.
18. Access to Documents and Premises: The Applicant agrees to give access to WHC and/or Environment and Climate Change Canada to accounts and records of the Applicant which relate directly to the Project, and access to visit the premises or site where the activities funded under this Agreement are being carried out, to ensure compliance with the terms and obligations of this Agreement.
19. Reports:
- (a) Project Progress Report: The Applicant may be required to submit to WHC a written update or report (in electronic format via email or Microsoft Word) on the progress and results of the Project for the preceding months during the term of this Agreement, upon the request of WHC.
  - (b) Interim Project Report: The Applicant shall provide WHC with an Interim Project Report by **October 2, 2017** that describes the Project activities that have been completed since April 1, 2017 (in conjunction with Schedule "A"), as well as any image(s) (in jpg file format) related to the Project activities.
  - (c) Final Project Report: The Applicant shall provide WHC with the detailed written Final Project Report (in electronic format using Microsoft Word) by **March 15, 2018** that describes the implementation of the Project (in conjunction with Schedule "A") from April 1, 2017 to March 15, 2018.

The Report templates will be made available on WHC's website (<http://whc.org/project-reporting-2/>).

20. Data: Any data collected in the course of carrying out the Project shall belong to the Applicant but shall be made available to WHC promptly upon request.
21. Binding Effect: The provisions of this Agreement shall be to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successors, and assigns.
22. Survival of Terms: All representations, warranties, covenants and agreements contained in this Agreement on the part of each of the parties shall survive the termination of this Agreement.
23. Conflict of Interest: The Applicant shall at no time during the duration of this Agreement pursue interests that are inconsistent with the interests served by this Agreement.
24. Comply with the Laws: The Applicant shall at all times comply with any and all applicable federal, provincial/territorial, and municipal laws, ordinances, statutes, rules, regulations and orders, and all by-laws of all relevant local authorities in carrying out the Project activities.
25. Assignment: The Applicant shall not assign this Agreement or any part thereof or any payments to be made hereunder without the written permission of WHC, but nothing shall preclude the Applicant from enlisting the assistance of others in carrying out the obligations under this Agreement.
26. Amendments: This Agreement may be amended only by a written agreement signed by both parties.
27. Notice: Any notice to the Applicant shall be effectively given if sent by email, facsimile, or letter, postage prepaid or with charges prepaid as the case may be, addressed to the Applicant at the address shown on page 1 of this Agreement. Any notice so given shall be deemed to have been received by the Applicant at the time when, in the ordinary course of events, such an email, facsimile, or letter would have reached its destination.

**IN WITNESS WHEREOF the parties have executed this Agreement upon the signature.**

**FOR WILDLIFE HABITAT CANADA:**

\_\_\_\_\_  
Cameron Mack  
Executive Director  
Wildlife Habitat Canada

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

\_\_\_\_\_  
Eric Boysen  
Chair  
Wildlife Habitat Canada Board of Directors

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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**FOR THE APPLICANT:**

I, \_\_\_\_\_ (*Print Name*), as an authorized officer for ORGANIZATION, hereby agree to and accept the foregoing terms and conditions of this Grant as outlined to me in this Agreement.

\_\_\_\_\_  
(Signature)  
Name of Signing Authority  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date



**ACKNOWLEDGEMENT**

By signing, I acknowledge that I have read the Agreement and hereby agree to act in accordance with all the terms and conditions herein.

\_\_\_\_\_  
(Signature)  
Name  
Position

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

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**ATTACHMENTS:**

- Schedule "A" (Applicant's Grant Funding Application Form Submitted to WHC)
- Schedule "B" (WHC's Correspondence to the Applicant re: Project Funding Approval)