

LETTER OF AGREEMENT

This Agreement made on this XX day of XXX 2023.

BETWEEN:

«Organization»
«Signing_Authority_Address»
(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 project entitled “«Project Title»” (Project #: «Project Number») (the "Project") described within the approved application and budget. (referred to hereinafter as the “Application,” which refers to the application and budget for funding to support the Project that was submitted by the Applicant and approved by WHC).

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 on February XX, 2023 (referred hereinafter as the “Letter of Notice”). The Project products/results to be supported by WHC funding are specified in the Application.

1. Term of the Agreement: The term of this Agreement shall be for the period commencing April 1, 2023 to March 31, 2024.
2. Disbursement of the Grant: WHC agrees to provide up to a maximum of «Approved_Funding_20202021» for budgeted Project expenditures in the 2023-2024 fiscal year. WHC’s Grant to the Project activities to produce the specific products/results as indicated in the Application.

A copy of the Application is available on the Applicant’s account on WHC’s online grant management system: <https://www.grantinterface.ca/Home/Logon?urlkey=whc>. Unless otherwise agreed to in writing, the Project activities described within the Application must be completed by the Applicant by March 31, 2023.

- 3.
4. 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.
5. Final Budget: The Applicant shall provide WHC with a final Project budget by **April XX, 2023**, 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 75% (<<Invoice 1>>) 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) The balance of the total (<<Invoice 2>>) 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 Kylie Graham, Grant Administrator, grants@whc.org):
 - (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) The funds/amount requested from WHC for the invoice period

6. Financial Statements:

The Applicant shall provide WHC with a final financial statement for 2023-2024, as a component of the Final Project Report, by **March XX, 2024**.

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 the Application 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.

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 30, 2022**, 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 the Application 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 the Application.
 - (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.

The Applicant shall notify WHC in writing of any changes in the Project funding sources (described in the Application 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:

Wildlife Habitat Canada (WHC) is a non-profit organization that conserves wildlife habitat by making investments in conservation. In 2020, WHC introduced the Community Conservation Action Program (CCAP) as a pilot, to help smaller organizations access the funding that they need to make a difference in conservation within their community. This program supports WHC's commitment to find innovative projects that get Canadians outdoors, connecting with nature! To learn more, visit whc.org/CCAP.

- (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 reserves 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, if conducted, may be carried out by employees of WHC or their agent(s).

WHC 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 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 and Project Check-in:

- (a) Interim Project Check in: The Applicant shall provide WHC with an Interim Project Report by **September XX, 2023** that describes the Project activities that have been completed since **April 1, 2023** (in conjunction with the Application), as well as any image(s) (in jpg file format) related to the Project activities.
- (b) Final Project Report: The Applicant shall provide WHC with the detailed written Final Project Report by **March XX, 2024** that describes the implementation of the Project (in conjunction with the Application") from April 1, 2023 to March 31, 2024.

Reporting forms and templates will be assigned and made available through WHC's online grant management system:

<https://www.grantinterface.ca/Home/Logon?urlkey=whc>.

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

Susan Gesner
Chair
Wildlife Habitat Canada Board of Directors

Date

Witness

Date

FOR THE ORGANIZATION (SIGNING AUTHORITY):

The purpose of this section is bind the Applicant (<<organization>>) and WHC through this Letter of Agreement. It also provides confirmation that the signing authority for <<organization>> has read and understood the terms and conditions within the Agreement.

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) Date
«Signing_Authority_First_Name» «Signing_Authority_Last_Name»
«Signing_Authority_Title»

Witness Date

AGREEMENT ACKNOWLEDGEMENT FROM THE PRIMARY PROJECT CONTACT:

(Complete this section only if the primary project contact is a different individual than the signing authority indicated above)

The purpose of this section is to confirm that the main project contact responsible for conducting the Application activities has read and understood the terms and conditions within the Agreement.

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)
«First_Name» «Last_Name»
«Position»

Date

Witness

Date

SCHEDULES:

Available on the Applicant's account on WHC's online grant management system:
<https://www.grantinterface.ca/Home/Logon?urlkey=whc>

- Approved submitted Application and Budget (Project #)
- Letter of Notice (Sent through email on February XX, 2023 and also located in the "Document Section on the applicants account on WHC's online Grant Management system)