FUNDING AGREEMENT

This Agreement is made as of the __ day of _____, 2026

BETWEEN **WILDLIFE HABITAT CANADA**

(HEREINAFTER REFERRED TO AS "WHC")

AND **NAME OF LAND TRUST**

(HEREINAFTER REFERRED TO AS "LAND TRUST")

PREAMBLE

WHEREAS:

(a) His Majesty the King in Right of Canada as represented by the Minister of the Environment and Climate Change (hereinafter called "ECCC") has entered into an agreement with WHC (the "Contribution Agreement") to provide funding (the "Fund") to support the delivery of the Natural Heritage Conservation Program, a land conservation initiative intended to secure ecologically sensitive lands, to implement stewardship of protected and conserved lands and to provide for capacity development within the land trust community to enable future involvement in securing and stewarding conservation lands (the "Program");

(b) For that part of the Program Fund that is to be available to land trust organizations, WHC has entered into an agreement with ECCC under which WHC is acting as administrator for the purposes of receiving and reviewing applications by land trusts for funding to support projects under the Program;

(c) WHC has notified the Land Trust that its application for funding to support the Project (as defined herein) has been accepted and recommended for funding; and

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(d) Pursuant to the Contribution Agreement WHC has agreed that funding for the Project may be provided to the Land Trust subject to WHC receipt of the necessary funding from ECCC and subject to compliance by the Land Trust with the terms of this Funding Agreement.

Now, therefore, in consideration of the sum of $2 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and of the mutual promises and agreements hereinafter set out, WHC and the Land Trust (hereinafter called the "Parties") agree as follows:

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1.0 DEFINITIONS

1.01 Definitions. In this Agreement, unless something in the subject matter or context is inconsistent therewith, all capitalized terms shall have the meanings set out below:

"Agreement" means this document along with the appendices and schedules in the preceding list, which together form an integral part of this Agreement, and together constitute the entire agreement between Parties.

"Application" means the application for funding to support the Project submitted by the Land Trust to WHC for review and evaluation by the NHCP-LTCF External Review Panel.

"Associated Supporting Documents" means those documents that validate and verify the activities undertaken as part of this Agreement, including the Representation Letter.

"Baseline Documentation Reports (BDR)" means a document (or documents) prepared for every Conservation Agreement to record the important conservation values protected by the Conservation Agreement and the relevant conditions of the property as necessary to monitor and enforce the conservation agreement. The BDR includes a baseline map and photograph(s) and is signed by the landowner at the time of closing.

"Conservation Agreement" means an Agreement for the securement of rights in land through a covenant, easement or servitude.

"Conservation Agreement Compliance Monitoring" means the work necessary to ensure the landowner is adhering to the terms of the Conservation Agreement, which may include view of records and data, creation of maps, field visits, aerial flights, purchase of ortho-photographs, satellite data, data analysis, report writing, and communications with the landowner.

"Contribution Agreement" means the agreement made as of November 2026 between ECCC and WHC pursuant to which ECCC agreed to provide funding to WHC to be used to support the delivery of the Program, including delivery of projects by Final Recipients such as the Land Trust.

"ECCC" means the federal government department of Environment and Climate Change Canada.

"Final Recipient" means registered Canadian Charity Land Trusts (national and local). Eligible Final Recipients must be in compliance or substantially in compliance with the Canadian Land Trust Standards and Practices (2019) or with the *Guide des bonnes pratiques en intendance privee: aspects juridiques et organisationnels.*

"Fiscal Period" means the period or part of the period commencing April 1, 2026 and ending March 31, 2027 during the Agreement.

"Formal Events" means those communication events or activities identified as opportunities for the involvement of the Minister of Environment and Climate Change, or designate.

"Guidelines" means the NHCP-LTCF Guidelines (2026-2027) published by Wildlife Habitat

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Canada in November 2026.

"In-kind Funding" means the cash-equivalent funding in the form of a useful and valuable good including donated land, donated Property, amount of unpaid fair market value of land or Property (e.g. difference between appraised value and paid or receipted value), service or other support provided to the Program, for which no cash is exchanged but that is essential to the Program and that would have to be purchased on the open market, or through negotiation with the provider, if it were not provided.

"Informal Events" means those communication events or activities which provide opportunities for Program and/or project recognition but are not as significant as Formal Events. Informal events may include walking tours of a property with a local Member of Parliament or a press tour, or news release.

"Land Securement" means an acquisition by the Final Recipient of a legal interest or a real right in a property, with the objective to conserve and protect Canada's habitat and Biodiversity. Eligible land securement initiatives and projects will be those that contribute directly to enhanced coverage, ecological integrity and connectivity of Canada's network of protected and conserved areas, protection and recovery of terrestrial species at risk, and prevention of healthy species, including migratory birds, from becoming at risk.

"Matching Funds" means funding (Cash or In-kind Funding) in support of the Project received by the [Land Trust] through sources other than Canadian federal government, including the amount of unpaid fair market value of the land or Property (e.g. difference between appraised value and paid or receipted value), contributions to Stewardship Endowment and contributions to cover costs directly related to the Project.

"Project" means the [land securement / Property management] activities to be undertaken by the Land Trust.

"Property" means the legal interest or the real right secured under the Program by a Fee Simple purchase, a lease, a conservation easement, a covenant, a servitude, an acquisition of development rights, such as mineral, timber and exploration rights and other types of agreements approved in writing by ECCC and WHC.

"Receiving Entity" means an entity that may receive Property from the Land Trust and that is (i) a registered Canadian charity that is in compliance or substantially in compliance with the Canadian Land Trust Standards and Practices (2019) or with the *Guide des bonnes pratiques en intendance privée: aspects juridiques et organisationnels*; (ii) a government department or agency, including a municipality or public body performing a function of government in Canada; or (iii) an Indigenous entity capable of holding title to land including a corporation controlled by an Indigenous entity.

"Representation Letter" means a letter signed by [insert name or position of signing officer for the Land Trust], which attests to the accuracy and authenticity of the information provided to WHC and that all relevant information has been duly disclosed.

"Stewardship Implementation Actions" means both Property Management Plan Actions in

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approved Property Management Plans and Conservation Agreement compliance monitoring.

2.0 PURPOSE

2.01 The Purposes of this Agreement: The purposes of this Agreement are to enable the Land Trust to complete the Project and to enable WHC and the Land Trust to ensure compliance with the requirements of the Contribution Agreement and the Program.

3.0 REPRESENTATIONS & WARRANTIES

3.01 Representations and warranties of the Land Trust.

The Land Trust represents and warrants to WHC that:

(a) it is a registered Canadian charity;

(b) it has the requisite power to own the Property described in the Project, to carry on the activities and to perform its obligations as contemplated by this Agreement;

(c) is in compliance or substantially in compliance with the Canadian Land Trust Standards and Practices (2019) or with the *Guide des bonnes pratiques en intendance privée: aspects juridiques et organisationnels*;

(d) the execution and delivery of this Agreement and the carrying out of all of the activities contemplated hereby, have been duly authorized by all requisite action of its Board of Directors;

(e) this Agreement constitutes a legally binding obligation of the Land Trust, enforceable against it in accordance with its terms, subject to enforcement of remedies to applicable bankruptcy, insolvency, reorganization and other laws affecting generally the enforcement of the rights of creditors and subject to a court's discretionary authority with respect to the granting of a decree ordering specific performance or other equitable remedies.

(f) it has an established Stewardship Endowment Funds policy that complies with Program Guideline requirements;

(g) that the full SEF amount indicated on the approved project budget will be in place in the appropriate account by the final reporting deadline;

(h) all applicable split receipt CRA rules and regulations will be adhered to.

(i) any other Federal funding will be used only for unique expenditures, and project hectares have been prorated in accordance with program requirements; and,

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(j) that all financial reporting will be accurate and no rebatable taxes will be included.

3.02 Representations and Warranties of WHC.

WHC represents and warrants to the Land Trust that:

(a) the execution and delivery of this Agreement by it and the carrying out by it of all of the activities contemplated hereby, have been duly authorized by all requisite action of its Board;

(b) it has full power to execute and deliver this Agreement and to perform its obligations hereunder;

(c) this Agreement constitutes a legally binding obligation of WHC, enforceable against it in accordance with its terms.

3.03 Survival. All representations and warranties will survive the execution of this Agreement.

4.0 PROJECT COMPLETION

4.01 Project Completion and Funding Requirements

(a) The Land Trust confirms and agrees that it will adhere to the funding requirements set out in this funding agreement, including the requirements, terms and conditions set out in the NHCP-LTCF Guidelines (2026-2027).

4.02 Matching Funds

(a) The Land Trust agrees that it is required to raise and secure a minimum of one dollar and fifty cents in Matching Funds for every one dollar of Project Funds provided by WHC under the Program and to provide confirmation of the Matching Funds in its supporting documentation for both the First and Final Installment and in the reports, reviews or audits to be undertaken following completion of the Project.

(b) The Matching Funds secured by the Land Trust for the Project cannot be used as match for any other project or Canadian Federal program.

(c) The Land Trust acknowledges and agrees that expenses incurred prior to April 1, 2026 are not eligible as Matching Funds under this Agreement.

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5.0 DISBURSEMENT AND USE OF PROJECT FUNDS

5.01 Disbursement of Funds. The parties agree that disbursement of the Project Funds in the total amount of [total award] shall be paid by WHC to the Land Trust in two installments subject to the terms as set out below, provided that the Land Trust is, at the time of each such disbursement, in compliance with its obligations under this Agreement. WHC will release project funds upon confirmation and approval of requirements and receipt of sufficient payment from ECCC.

(a) First Installment: The Land Trust shall provide WHC with the First Invoice and Supporting Documentation not less than thirty days in advance of the date scheduled for completion or closing on the acquisition of the Project Property. Provided WHC is satisfied with the Supporting Documentation it shall pay the First Installment in the amount of $[first installment amount] (being 80% of the total amount) not less than five (5) days prior to the scheduled date of completion. Payment shall be made to the trust account of the lawyer or legal representative of the Land Trust. When requested, payment may also be made directly to the Land Trust.

(b) Supporting Documentation required in support of the First Installment Invoice shall include:

a. Copy of appraisal;

b. Written representation letter from senior Land Trust officer to the effect that all Matching Funds are in place for the Project and no other sources of Canadian federal government funds have been used as Matching;

c. Preliminary title report from lawyer confirming that the Property interest to be acquired by the Land Trust will be in priority to any financial encumbrance on title;

d. For Fee Simple, a copy of the signed Purchase and Sale Agreement or Option to Purchase; or, if applicable, a copy of the signed Donation Agreement / Intent to Donate; For CAs, a signed Purchase and Sale Agreement or Letter of Intent that records the purchase price and/or donated value of the Property;

e. An undertaking or statement from the Land Trust or Land Trust's legal representative that First Installment funds will be held solely for the purposes of completing the acquisition of the Property interest described in the Project, and that First Installment Funds will be returned to WHC in the event that the acquisition of the Property interest cannot be completed for any reason whatsoever.

(c) Final Installment: The Land Trust shall provide WHC with the Final Invoice and Supporting Documentation no later than 8:00 pm ET on February 15, 2027. Provided WHC is satisfied with the Supporting Documentation; it shall pay the Final Installment in the amount of $[final installment amount] (being 20% of the total amount) and may transfer such payment directly to the account of the Land Trust.

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(d) Supporting Documentation required in support of the Final Installment Invoice shall include:

a. A copy of the post-completion title report demonstrating registered Property ownership by the Land Trust or registration of the Conservation Agreement;

b. In the case of projects receiving $100,000 and above, a complete financial audit of the Project with a copy of the audit invoice;

c. In the case of projects receiving less than $100,000, a complete financial report of the Project with copies of expenses for verification;

d. In the case of Fee Simple properties, a copy (pdf, jpg, etc.) of the ECCC-approved property-based recognition sign design or a photo of the approved sign installed;

e. In the case of Conservation Agreement properties, a copy of the full Baseline Documentation Report (BDR);

f. At least one high-quality image of each property/project receiving funding through the NHCP-LTCF, that can be used for social media and other promotional materials;

g. Evidence of value for in-kind goods/services, if applicable/requested;

h. A copy of the statement of adjustments from the completion of the Project and Property interest registration, if applicable/requested.

5.02 Use of Project Funds.

(a) The Land Trust agrees that Project Funds received from WHC pursuant to this Agreement shall be used solely for the purposes of completing the (land securement) Project and more specifically may be used only for Allowable Expenses as described in section 5.03.

(b) Project Funds cannot be used to support lobbying activities directed towards any level of government by the Land Trust.

5.03 Allowable Expenditures

Allowable Expenditures as described below are certain direct costs of securing the Property under the Project, including:

(i) purchase price of the Property as determined by an AACI-accredited appraisal and in accordance with the appraisal practices outlined in the Canadian Land Trust Standards and Practices (2019) or *Guide des bonnes pratiques en intendance privée: aspects juridiques et organisationnels*;

(ii) associated costs (necessary to secure the Property) including, but not limited to:

1. travel expenditures that are necessary to the successful completion of the Project;

2. salaries and wages, including all existing benefits for employees and contract staff, and mandatory employment-related expenditures, including all staff time necessary for planning, negotiating, managing, coordinating and completing the Project;

3. costs associated with contractors engaged to undertake the Project activities, such as general labourers, or researchers;

4. materials and supplies expenditures;

5. equipment rentals;

6. vehicle rental, lease, and operation expenditures;

7. the portion of the cost to lease office space that may be requested in NHCP-LTCF funds is calculated as 5% of the organization's occupancy cost, as reported on line 4850 of the most recent T4033 - CRA Registered Charity Information Return, to a maximum of $3,000;

8. communication and printing, production, and distribution expenditures;

9. costs associated with management and professional services required to support a Project;

10. costs associated with eligible land planning, Land Securement and stewardship initiatives and Projects such as, land costs, appraisals, surveys, baseline documentation, land transfer tax.

(iii) other direct costs necessary for the securement of the Property that may be agreed to in writing by WHC from time to time upon confirmation from ECCC.

(iv) See Chart 1 – Expense Eligibility under the NHCP-LTCF Guidelines (2026-2027), for full details on eligible expenses.

5.04 Repayment of Funds to WHC:

(a) It is acknowledged that Project funding under this Agreement is available from the NHCP Program for a limited time. Accordingly, the Land Trust shall not extend the scheduled date for completion of the Project with the vendor to a date later than January 16, 2027. In addition, if for any reason whatsoever, acquisition of the Property may not be completed on or before January 16, 2027 then WHC may provide notice to the Land Trust requiring reimbursement of the First Installment payment and the Land Trust or the legal representative (notary) for the Land Trust shall make the reimbursement payment to WHC within 5 business days of receipt of such notice.

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(b) If Project Funds are used for purposes other than as permitted in section 5.02 and 5.03 the amount of the improperly used funds shall be reimbursed to WHC.

(c) If the Land Trust fails to secure and use Matching Funds for the purposes of the Project in the ratio one dollar and fifty cents of Matching Funds for every one dollar of Project Funding provided to the Land Trust by WHC, then the Land Trust shall reimburse WHC in the amount required to restore the required 1.5:1 ratio of Matching Funds.

6.0 PROPERTY OWNERSHIP

6.01 Perpetual conservation. Property secured by the Land Trust under this Agreement are to be held for the purposes of perpetual conservation.

6.02 Land Trust Ownership. The type of Property interest secured by the Land Trust under this Agreement (such as Fee Simple title or conservation agreement) is to be owned or held exclusively and entirely by the Land Trust, without joint ownership, dilution or any form of shared ownership or control, except that shared or joint ownership with a Receiving Entity is permitted. Any transfer, reduction or dilution of the Land Trust interest in the Property shall be subject to the approval requirements set out in subsection 6.04 below.

6.03 Encumbrances. Property secured by the Land Trust in Fee Simple ownership may not be mortgaged, charged, or otherwise financially encumbered. Other existing normal-course encumbrances (i.e. hydro rights of way) may be permitted with prior consent of WHC.

Where the Property being secured is a Conservation Agreement:

(a) The Land Trust acknowledges that it may not use any portion of the Project Funds on lands that are encumbered by a financial encumbrance unless that encumbrance is subordinate to the Conservation Agreement; and,

(b) The Land Trust agrees that it shall not permit the registration of a financial encumbrance in priority to a Conservation Agreement that has been registered on title with the support of Program funds.

6.04 Transfer, Encumbrance and Disposition of Property

The Land Trust shall not transfer, sell, dispose of or encumber any Property, portion of the Property or interest in Property secured with funding under this Agreement, without the prior written approval of ECCC and WHC. In addition, any proposed transfer, sale or disposition of the Land Trust interest in Property shall only be considered for approval if: (i) it is to made in favour of a Receiving Entity as defined in this Agreement, and (ii) the Receiving Entity signs an assumption agreement satisfactory to WHC in which the Receiving Entity agrees to assume the obligations of the Land Trust and be bound by the terms of this Agreement.

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The Land Trust shall seek prior written approval from WHC before the transfer, sale, disposal or encumbrance of the Property, or any part of the Property, secured with the support of Project Funds from WHC.

Awardees must receive approval from ECCC, through WHC, for any transfer, sale, disposition or encumbrance of land, or any portion thereof, under the program.

The Awardee shall make the transfer of land, or interest in land, conditional upon the receiving entity providing a commitment to the Awardee to conserve the land in perpetuity in adherence to the NHCP-LTCF Funding Agreement.

(a) Any approval for the sale of Property, or any part of Property, shall require that the Land Trust provide an attestation that the price obtained is at, or above fair market value. Only under exceptional circumstances and with prior written approval of WHC and ECCC may Property secured with the support of Project Funds from WHC be sold below fair market value.

(b) In the event that Property, or any part of the Property secured with the support of Project Funds from WHC is transferred, sold, disposed or encumbered in a manner inconsistent with the terms and conditions of this Agreement, the Land Trust shall repay to WHC, to be repaid to the NHCP program, the greater of:

I. the full amount of the Project Funds originally transferred to the Land Trust for the securement of Property, or

II. a portion of the proceeds resulting from the transfer, sale, disposition or encumbrance of the Property in the same proportion as the Project Funds to the Property fair market value at the time of acquisition or completion.

(c) Any breach of the Land Trust's obligations set out in this section shall be deemed a default and material breach of the Agreement.

7.0 REPORTING, EVALUATION & AUDIT

7.01 Acknowledgement of obligations to ECCC.

(a) The Land Trust acknowledges that WHC is required to provide certain confirmation and reporting to ECCC about the Project and about the distribution of funds to Final Recipients such as the Land Trust and, in respect of such confirmation and reporting the Land Trust agrees:

(i) that the public purpose of the Program and the need to provide transparent, fair and equitable service shall be respected;

(ii) to consult with Indigenous groups, when applicable, to ensure the interests and rights of Indigenous peoples are adequately met, and to acknowledge that WHC

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reserves the right to take appropriate actions, as deemed necessary, in relation to this funding agreement to ensure the need to consult requirement is fulfilled.

(iii) to carry out its financial and non-financial roles and responsibilities under this Agreement in a manner determined by WHC that permits WHC to meet its related obligations under the Contribution Agreement;

(iv) that the decisions made between WHC and the Land Trust will be transparent and open, having regard to their legitimate interests in protecting their proprietary rights and their rights of privacy;

(v) That WHC and/or ECCC may evaluate the performance of the Land Trust in the completion of the Project;

(vi) That WHC and/or ECCC are permitted to conduct a financial audit of the performance by the Land Trust in completing the Project; and

(vii) That WHC may provide to ECCC a copy of all signed agreements between WHC and the Land Trust relating to the Project and the Project Funds.

(b) The Land Trust agrees to cooperate fully and to provide to WHC and/or ECCC such right of access to Project-related documents (including geospatial data and related metadata) and records and to the offices and other premises of the Land Trust as WHC and/or ECCC may reasonably require to complete their evaluations, audits and reporting with respect to the Program and the Project.

(c) The Land Trust consents to the public disclosure by WHC and/or ECCC of any information provided under this Agreement, including without limitation information which relates to activities and objectives which are the subject of this Agreement, except where such information would not be disclosed pursuant to Section 20 of the *Access to Information Act* R.S.C. 1985, c. A-1. The Land Trust agrees that WHC and/or ECCC may disclose, among other information, the following elements of information:

(i) The Land Trust as a named Final Recipient of funds under the Program;

(ii) Amount of the Project Funds;

(iii) Purpose of this Agreement;

(iv) Activities to be undertaken under the Agreement, with the exception of specific land securement details (identity of donors/land owners, property location, property value); and

(v) Analysis, audit and evaluation reports relating to the Program including the Project.

(d) The Land Trust agrees to permit WHC and/or ECCC to access any available species at risk data, including but not limited to the Land Trust records (if so requested), as well as any publicly available information (e.g. NatureServe, Conservation Data Centres) in

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relation to the Property for reporting purposes under the Program.

(e) Reporting templates will be made available online by WHC. The final reporting date is February 15, 2027.

7.02 The Land Trust agrees to cooperate fully with WHC in the performance by WHC of progress reports, evaluations or audits of the Land Trust compliance with the terms and conditions of this Agreement, and agrees that WHC may provide ECCC with copies of any audit report or any financial, progress or other evaluation report conducted by WHC with respect to the Project and the Project Funds.

7.03 Review of Project Fund expenditures and operations. The Land Trust acknowledges and agrees that WHC and/or ECCC may choose to conduct reviews or audits of the expenditures of the Project Funds. The Land Trust will co-operate by keeping and provide access to the appropriate documents, records and information in a timely fashion to enable WHC and ECCC to conduct these reviews and audits.

7.04 Project Financial Audit.

For projects receiving less than $100,000 in funding via the NHCP-LTCF program, the Land Trust agrees to WHC perform an internal audit of the Allowable Expenditures related to the Project as per Section 5.03 of this Agreement and the receipt and expenditure of Matching Funds as per Section 4.02 of this Agreement, complete and in time to submit with project final reporting at February 15, 2027.

For projects receiving $100,000 or more in funding via the NHCP-LTCF program the Land Trust agrees to commission an independent third-party audit by an external professional auditor accredited Certified Public Accountant (CPA) of the Allowable Expenditures related to the Project as per Section 5.03 of this Agreement and the receipt and expenditure of Matching Funds as per Section 4.02 of this Agreement, complete and in time to submit with project final reporting at February 15, 2027.

7.05 Review of Fund Operations. The Land Trust agrees that WHC and ECCC may choose to conduct their own reviews or audits of the expenditures of the Project Fund. WHC may also undertake to conduct independent audits of the expenditures of the Project Fund to ensure compliance with the Funding Agreement and the Contribution Agreement. The Land Trust will co-operate and provide access to the appropriate records to enable WHC, if required by ECCC, to conduct these reviews and audits. Should WHC and/or ECCC choose to conduct these reviews and audits, they will be responsible for the cost thereof.

7.06 Program Evaluation. Pursuant to the Contribution Agreement, ECCC may also conduct an evaluation of the Project and related Program activities by WHC and the Land Trust. The evaluation would address issues related to the relevance and performance (i.e. effectiveness, efficiency and economy) of the Program as delivered by WHC and the Land Trust and would address the performance of WHC and the Land Trust in achieving the outcomes identified in this Agreement. The Land Trust shall keep and provide the appropriate records and information to conduct such evaluation and cooperate with WHC and ECCC evaluators. The Land Trust agrees that such evaluation reports may be

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produced and made public.

7.07 ECCC to Request a Performance Audit. The Land Trust acknowledges that each of ECCC and the Auditor General of Canada may, at their own cost, after consultation with WHC, conduct performance (value-for-money) and compliance audits with respect to the use of funds received by WHC from ECCC, including Project Funds. WHC may provide the Land Trust with a description of the scope and criteria of the performance and compliance audits required by each of the auditors; the auditor will be entitled to such information as, in his/her opinion, is necessary for the fulfilment of its responsibilities. The Land Trust agrees to cooperate and provide access to the appropriate records and staff to the auditor to conduct such audits. The auditor will share a copy of the resulting report with WHC, and with ECCC when the auditor is the Auditor General of Canada. The auditor is expected to discuss at his/her discretion any concerns raised in the performance and compliance audits with the Land Trust, WHC and ECCC when the auditor is the Auditor General of Canada. The Land Trust acknowledges that where the audits are conducted by the Auditor General of Canada, the results may be reported to Parliament in a Report of the Auditor General, and that where the audit is conducted by ECCC, ECCC may make the results public and report them to Parliament.

7.08 Access to Property The Land Trust hereby grants access to the Property acquired in Fee Simple under the Project to WHC and ECCC, their staff, officers and contractors for the purposes of assessing the natural values and features of the Property and for purposes of assessing compliance with the terms of this Agreement.

7.09 Reporting to the Canadian Protected and Conserved Area Database.

The organization is responsible for reporting the conservation area associated with the project to the Canadian Protected and Conserved Area Database (CPCAD), as applicable.

8.0 DEFAULT AND REMEDIES

8.01 The following shall constitute events of default:

(a) If the Land Trust becomes bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;

(b) An order is made or resolution passed for the winding-up of the Land Trust or the Land Trust is dissolved;

(c) The Land Trust has submitted materially false or misleading information or has made misrepresentations of a material nature to WHC, other than in good faith;

(d) The Land Trust makes a materially false or misleading statement concerning support by WHC or ECCC in any internal and/or public communication, other than in good faith;

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(e) The Land Trust ceases its activities or substantially changes the nature of its business;

(f) The Land Trust has not met or satisfied any of the material terms and conditions of this Agreement.

8.02 Rectification period.

(a) The events of default in Subsections 8.01 c), d), e) and f) (with respect tothe Land Trust ceasing its activities or substantially changing the nature of its business) and 8.01 f) shall only be considered events of default if the Land Trust has been notified in writing by WHC of the alleged default and the Land Trust has not rectified the default within thirty (30) days of written notice thereof.

(b) Where WHC is concerned about the probability of imminent default as outlined in the Subsection 8.02 (a), of this Agreement, WHC will notify the Land Trust in writing and the two Parties will discuss the concerns, with the Land Trust rectifying any default within thirty (30) days of written notice thereof.

(c) Remedies. If an event of default as outlined in Section 8.01 of this Agreement has occurred, or in the reasonable opinion of WHC, is likely to occur, and the Land Trust has not rectified as in Section 8.02, WHC may require the Land Trust to repay, to the extent it has not otherwise committed or spent the Project Funds, all or part of the Project Funds and any related revenue not otherwise committed or spent.

(d) No waiver. The fact that WHC refrains from exercising a remedy it is entitled to exercise under this Agreement will not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred on WHC will not prevent WHC in any way from later exercising any other right or remedy under this Agreement or other applicable law, unless WHC waives such right in writing.

9.0 CONFLICT OF INTEREST

9.01 The Land Trust shall ensure that no member of the House of Commons or the Senate shall be admitted to any share or part of the funding under this Agreement or to any benefit arising from it that is not otherwise available to the general public. The members of the House of Commons and the Senate shall not be appointed as Directors on the Board of Directors of the Land Trust.

9.02 The Land Trust shall ensure that no former or current public office holder or public servant to whom the Conflicts of Interest Act, the Conflict of Interest and Post-Employment Code for Public Office Holders or the Values and Ethics Code for the Public Service applies shall derive benefit from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

9.03 The Land Trust shall ensure that no bribe, gift or other inducement has been paid, given, promised or offered to any person for, or with a view to, the obtaining of this Agreement

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by the Land Trust, and that it has not employed any person to solicit or secure this Agreement upon any agreement for commission, percentage, brokerage or contingent fee.

9.04 The Land Trust shall ensure that no member of its Board of Directors, staff or other representative of the Land Trust who is not in compliance with Land Trust Conflict of Interest Policies, be admitted to any share or part of the funding under this Agreement or to any benefit arising thereof.

10.0 PUBLIC COMMUNICATIONS

10.01 As appropriate, the Land Trust will, from time to time, undertake communications activities and outreach that will highlight and promote the achievements under the Project and the Program. Such communication activities will be conducted in compliance with the Official Languages requirements set out in section 10.03 and in compliance with guidance in this section 10.

10.02 Public Recognition and Acknowledgement.

(a) Due acknowledgement of ECCC's funding to the Land Trust shall be made, where appropriate, in the Land Trust's communications products, such as publications, public information releases, advertising, promotional announcements, activities, speeches, lectures, interviews, ceremonies and websites.

(b) WHC shall provide the Land Trust with the necessary templates and/or electronic files containing the logos and/or acknowledgement statements to be used.

(c) The Land Trust shall provide WHC with final copies of any document or material utilizing the ECCC logo, Government of Canada logo and/or acknowledgement statements prior to printing or distribution, for ECCC approval of the use of said logos and/or acknowledgement statements.

(d) Where projects are linked to other federal programs (e.g., Ecological Gifts Program), the Land Trust shall ensure that public recognition includes the appropriate details to highlight the linkages.

10.03 Official Languages

(a) In the event that the Land Trust is preparing communications related to the Project or the Program for wide distribution or for a wide scale activity (e.g. national or provincial) then it must be made available in both official languages. This includes press releases, project materials (handouts, newsletters, reports, etc.), advertisements and event invitations.

(b) If the communication is for local distribution only, then unilingual English or French is acceptable, except where inclusion of official language minority communities is

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appropriate. If the inclusion of official language minority communities is appropriate, reasonable effort in both official languages is required for all communications.

Where the Land Trust is preparing communications related to the Project or the Program for local distribution only:

I. Unilingual English or French is acceptable, except when inclusion of official language minority communities is appropriate. For the purpose of this agreement, official language minority communities are defined as English speaking majority communities with at least 5% French speakers or French majority communities with at least 5% English speakers. As per the 2021 Census: Population by mother tongue and age groups (total), percentage distribution (2021), for Canada and census subdivisions (municipalities) with 5,000-plus population.

10.04 Property-based Program recognition signage (Required for every Fee Simple project)

(a) All Fee Simple lands secured by the Land Trust under the Program require property-based Program recognition signage. No signage is required for Conservation Agreements.

(b) Property-based Program recognition signage will include the Government of Canada logo. The Government of Canada logo must appear prominently on the sign and appear no smaller than other partner logos.

(c) A template sign is available and is recommended for use. Before signage is manufactured, the design will need to be approved by WHC and ECCC.

(d) From time to time, project lands may be exempt from signage due to local concerns or inaccessibility (e.g. identification of species at risk habitat). Exemptions must be requested by the Land Trust and approved by WHC and ECCC.

10.05 Quality Images (Required). The Land Trust will, upon request, provide information and quality images of Projects/Properties to WHC for inclusion in publications highlighting the Program for the general public.

10.06 Land securement notification. WHC reserves the right to alert Parliamentarians, and to copy the Minister of Environment and Climate Change's Office, of completed land securement projects in their riding/region within 30 days after title registration by the Land Trust.

Optional Communication Activities:

10.07 Formal Event

a) In an effort to recognize the Program and its securement accomplishments, the Land Trust will provide a minimum of 3 months advanced notice of anticipated formal

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Project announcement/event dates (e.g., public event with media invited). Event dates should not be set prior to receiving ECCC approval. As required, WHC will work with the successful Applicant and WHC will work with ECCC to confirm any government representation at events and acquire needed ECCC approval. A detailed event plan is required. Please use the event plan template provided by WHC.

b) The Government of Canada (GC) wordmark/logo will be clearly visible. Event emcees, or Land Trust spokespeople, will recognize the funding of the Government of Canada in their remarks.

c) Accompanying communications products (news releases, etc.) will be shared with WHC for review prior to release.

d) Accompanying communications products will be shared with WHC for review, 6 weeks prior to release.

10.08 Informal Event

a) In an effort to recognize the Program and its securement accomplishments, the Land Trust will provide a minimum of 6 weeks advanced notice of anticipated informal announcement/event dates (e.g., walking tours, sign unveiling). Event dates should not be set prior to receiving ECCC approval. As required, WHC will work with the successful Applicant and ECCC to confirm any government representation at events and acquire needed ECCC approval.

b) The Government of Canada (GC) wordmark/logo will be clearly visible. Event emcees, or Land Trust spokespeople, will recognize the funding of the Government of Canada in their remarks.

c) Accompanying communications products (news releases, etc.) will be shared with WHC for review prior to release.

d) Accompanying communications products such as news releases will be shared with WHC for review, 6 weeks prior to release.

10.09 Announcements (news releases)

(a) News releases will be sent to WHC no later than 6 weeks before proposed announcement date to begin review process.

(b) WHC will work with ECCC on the review of the news release.

(c) News releases pertaining to the Project will include NHCP boilerplate and a Ministerial quote in order to promote the Government of Canada's funding.

(d) The Land Trust will ensure that news releases intended for general audiences are distributed in both official languages as per section 10.03.

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(e) When Project announcements involve funding or benefits from other federal programs (e.g. Ecological Gifts Program), appropriate details and links to those programs will be included in news releases.

10.10 Digital Promotion / Social Media

(a) ECCC may repost social media messages concerning NHCP-LTCF projects that were originally posted on the Land Trust's social media platforms. The Land Trust will reciprocate, as appropriate, for ECCC social media messages regarding the NHCP-LTCF Project.

11.0 MISCELLANEOUS

11.01 Severability. If any provision of this Agreement is determined to be invalid or unenforceable by an arbitrator or a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed therefrom and the remaining provisions of this Agreement shall not be affected thereby and shall remain valid and enforceable; provided that in the event that any portion of this Agreement shall have been so determined to be or become invalid or unenforceable (the "offending portion"), the Parties shall negotiate in good faith such changes to this Agreement as will best preserve for the Parties the benefits and obligations of such offending portion and will further the purposes of this Agreement.

11.02 Amendments. This Agreement may only be amended by the mutual written consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties, while this Agreement is in force. Amendments that require this Agreement to be amended include:

a.) Change to Final Recipient or legal name change of Final Recipient;

b.) Major change to Program Purpose;

c.) Change to duration of the Program year;

d.) Decrease or increase to funding in any year;

e.) Add or remove Eligible Expenditures;

f.) Changes to cashflow if points d) and e) are affected.

Other changes such as corrections or adjustments to add clarity to the Agreement or templates; or cashflow changes such as moving ECCC funding in already approved expenditure categories or moving ECCC funding between quarters within a given fiscal year do not require an amendment to the Agreement, unless the change alters meaning

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or interpretation of parts of the Agreement. The aforementioned changes must be documented and approval by ECCC to the Final Recipient will be given on a case by case basis.

11.03 Waiver. No waiver of any of the provisions of this Agreement by either Party shall be deemed to constitute a waiver of such provision by the other Party or a waiver by such Party of any other provision (whether or not similar); nor shall such waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the Party to be bound thereby.

11.04 Governing law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the province in which the Project and the Property to be secured under this Agreement are located and the laws of Canada applicable therein.

11.05 Entire Agreement. Except as otherwise provided for herein, this Agreement constitutes the entire agreement between the Parties pertaining to the matters contemplated hereby and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties in respect of the Project Funds and the Program.

11.06 Public access to information. WHC may provide public access to information related to results and accomplishments achieved under the Project.

11.07 Relationship of the parties. Nothing contained in this Agreement shall be construed to place the Parties in the relationship of partners or joint ventures and neither Party shall have any right to obligate or bind the other Party in any manner.

11.08 Indemnification and limitation of liability. The Land Trust shall indemnify and hold harmless ECCC and WHC from and against all claims, losses, damages, costs, expenses, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner, based upon, occasioned by, attributable to, or arising from any willful or negligent act, omission or delay on the part of Land Trust, or the directors, members, officers, employees or agents of the Land Trust relating to the use of the Project Funds and the delivery of the Program related thereto. Notwithstanding anything to the contrary contained herein, neither of the Parties will be liable for the indirect, or consequential damages of the other Party nor for the loss of revenues or profits. Therefore, the Parties expressly acknowledge and agree that they will not be liable for each other's indirect, or consequential damages or for damages for lost profits or lost revenues under this Agreement, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, breach of warranty, breach of fiduciary duty, indemnification or otherwise.

11.09 Further assurances. The Parties will, from time to time during the course of this Agreement or upon its expiry and without further consideration, execute and deliver such other documents and instruments of clarification, transfer, conveyance and assignment and take such further action as the other may reasonably require to effect the activities contemplated thereby or to otherwise advance the objectives of this Agreement.

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11.10 Notices. Any notice, direction or other instrument required or permitted to be given under this Agreement shall be in writing) and given by delivering it or sending it by telecopy or email addressed:

(a) to Wildlife Habitat Canada, at:

Jessica Burns, Executive Director
Wildlife Habitat Canada
2039 Robertson Rd, Suite 236
Ottawa, ON K2H 8R2
jburns@whc.org

(b) if to [name of Land Trust], at:

[Insert address of land trust]

Any such notice, direction or other instrument given as a foresaid shall be effective upon receipt, unless received on a day, which is not a business day. Either Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to the Party at its changed address.

11.11 Time of the essence. Time shall be of the essence in this Agreement.

11.12 Third party beneficiaries. Each Party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any Person, other than the Parties (except in the case of ECCC as specifically noted herein) and no Person, other than the Parties, shall be entitled to rely on the provisions hereof in any action, suit, proceeding, or hearing or other forum.

11.13 Assignment successors. This Agreement and any rights or duties hereunder may not be transferred, assigned or delegated to any other Person by either Party without the express prior written consent of the other Party to this Agreement, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon, the Parties, their successors and permitted assigns.

11.14 Remedies cumulative. All rights, powers and remedies provided under this Agreement or otherwise available in respect thereof at law or in equity shall be cumulative and not alternative and the exercise or beginning of the exercise of any thereof by either Party shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such Party.

11.15 Accounting terms and principles. Unless otherwise expressly stated, all accounting terms and principles applicable to this Agreement shall be interpreted and applied in accordance with GAAP.

11.16 Statutes and regulations. Any reference in this Agreement to all or any part of any statute or regulation shall, unless otherwise expressly stated, be a reference to that statute or regulation or the relevant part thereof, as amended, substituted, replaced, or re-enacted

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from time to time.

11.17 Costs and expenses. Except as otherwise or expressly provided in this Agreement, the land trust shall pay all costs and expenses incurred in authorizing, preparing, executing and performing this Agreement and the activities contemplated thereunder including, without limitation, all fees and expenses of legal counsel, auditors, accountants, investment advisors or other representatives or consultants.

11.18 Execution in counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument.

11.19 Excusable delays. The dates and times by which either Party is required to perform any obligation under this Agreement shall be postponed automatically to the extent, for the period of time, that the Party is prevented from so performing by circumstances beyond its reasonable control. Said circumstances shall include acts of nature, strikes, lockouts, riots, acts of war, epidemics, government regulations imposed after the fact, fire, communications failures, power failures, earthquakes or other disasters.

11.20 Termination and Survival of Terms. Unless this Agreement is terminated earlier or is extended by the mutual written agreement of the Parties, the offer to provide Project Funds in accordance with this Agreement will terminate on March 31, 2027. However, other terms of the Agreement including without limitation those terms listed below will survive the completion or the failure to complete the Property securement contemplated by this Agreement and shall remain in effect:

- section 5 – the Allowable Expenditures, the use of Project Funds and the repayment of Funds where applicable;
- section 6 on the Use, transfer, encumbrance and disposition of Property secured under this Agreement;
- section 7 on Reporting requirements, Project Evaluation and Audits
- section 8 – Default and Remedies
- section 11 – Indemnification.

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IN WITNESS WHEREOF the Parties have caused their duly authorized representatives to execute this Agreement effective as of the date first above written.

WILDLIFE HABITAT CANADA

_____ _____

Jessica Burns, Executive Director **Date**

_____ _____

Dean Smith, Chair, Wildlife Habitat Canada **Date**

Board of Directors

[NAME OF LAND TRUST]

FOR THE ORGANIZATION (SIGNING AUTHORITY):

The purpose of this section is bind the Land Trust and WHC through this Funding Agreement. It also provides confirmation that the signing authority for the Land Trust has read and understood the terms and conditions within the Agreement.

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

_____ _____

Authorized Signing Officer **Date**

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Schedule 1

Attached to and forming part of the Agreement between

WILDLIFE HABITAT CANADA and <INSERT LAND TRUST NAME>

Dated the ____ day of _____ 2026

The terms and conditions of this Agreement apply to the following Land, namely:

[Insert legal description of property here]

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