THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 12-005

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF A FUNDING AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND CANADA CULTURAL SPACES FUND, DEPARTMENT OF CANADIAN HERITAGE FOR LOWER LEVEL UPGRADES TO THE PETERBOROUGH MUSEUM & ARCHIVES

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

That the Mayor and Clerk be hereby authorized to execute a funding agreement between the Corporation of the City of Peterborough and Department of Canadian Heritage, in the form attached hereby as Schedule “A”, and to affix the Seal of the Corporation thereto.

By-law read a first, second and third time this 30th day of January, 2012.

(Sgd.) Daryl Bennett, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk
CONTRIBUTION AGREEMENT

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA
as represented by the Minister of Canadian Heritage (hereinafter called "the Minister"
and including any person duly authorized to represent her/him).

AND: CORPORATION OF THE CITY OF PETERBOROUGH, a municipality
duly incorporated under the laws of the province of Ontario, having its head office at
Peterborough, represented by the Mayor, hereinafter referred to as the "Recipient".

The "Minister" and the "Recipient" are referred to individually as a "Party" or collectively as the "Parties"

WHEREAS the Minister is responsible for the Program entitled "Canada Cultural Spaces Fund", hereinafter called
the "Program";

WHEREAS the Recipient has submitted to the Minister a proposal for the funding of a Project called
"Peterborough Museum & Archives: Lower Level Upgrades" which qualifies for support under the Program; and

WHEREAS the Minister wishes to provide financial assistance to support the Project.

THEREFORE, in consideration of their respective obligations set out below, the parties agree to the following:

1. PURPOSE OF CONTRIBUTION

The Minister agrees to enter into this Contribution Agreement hereinafter referred to as "the Agreement", in
order to grant financial assistance to the Recipient solely for the purpose of implementing the Project described
in Annex A of this Agreement entitled Project Description, Specific Conditions and Budgets.

2. MAXIMUM AMOUNT OF CONTRIBUTION BY THE MINISTER

Subject to all terms and conditions indicated in this Agreement being met, the Minister agrees to contribute a
maximum amount of $380,000 (or 50%) towards the eligible expenditures incurred by the Recipient, for
carrying out the Project/Programming described in Annex A.

3. TERM

3.1 The present agreement will take effect on the date when all parties will have signed and will cease, subject
to its termination on a prior date, one year (365 days) after the expiration of the activity period as
indicated at section 3.2.

3.2 Subject to termination, the Agreement covers the activities described in Annex A of this Agreement for the
period commencing on 2013/01/01 and ending on 2014/03/31. Unless otherwise pre-authorized by the
Minister, only goods and services rendered within this time period shall be considered as eligible
expenses.

3.3 All obligations of the Recipient herein shall, expressly or by their nature, survive termination or expiry of
this Agreement, until and unless they are fulfilled or by their nature expire.

4. OBLIGATION TO INFORM THE PUBLIC

The Recipient hereby agrees that a public announcement with respect to this Agreement may be made by the
Minister in the form of a press release, press conference or otherwise and that all reasonable and necessary
assistance in the organization of the public announcement, as the Minister sees fit, shall be provided.

5. ACKNOWLEDGMENT

The Recipient shall prominently acknowledge, in English and in French, the contribution received from the
Minister in any communication materials and promotional activities related to the Agreement in a manner
satisfactory to the Minister. However, the Minister may deem advisable to withdraw the requirement for
recognition of the federal funding by the Recipient. The guidelines to follow for public acknowledgment of
funding assistance, including the proper use of the Canadian Heritage signature and the Canada wordmark are
found at the following address: http://pch.gc.ca/pc-eh/peaf-pafa/index-eng.cfm
6. NOTICE

Any notice, information or document required under this Agreement shall be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered in person shall be deemed to have been received upon delivery; any notice sent by facsimile or email shall be deemed to have been received one (1) working day after it is sent; any notice that is mailed shall be deemed to have been received eight (8) working days after being mailed.

All notices must be sent to the following addresses:

To the Recipient:
Corporation of the City of Peterborough
P.O. Box 143
Peterborough, Ontario
K9J 6Y5
Attention: Susan Neale
Museum Director
Tel: 705-742-7777 ext. 2471
Fax: 705-743-2614

To the Minister:
Department of Canadian Heritage
150 John Street, Suite 400
Toronto, Ontario
M5V 3T6
Attention: Violet Tam
Administrative Assistant
Tel: 416-973-6932
Fax: 416-954-2909

7. DESCRIPTION OF THE AGREEMENT

This Agreement, including the following annexes that form an integral part of this Agreement and subsequent amendments to them, constitutes the entire agreement between the parties and supersedes all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents. In the event of conflict or inconsistency between Annex A and Annexes B and C, Annex A will prevail.

Annex A  PROJECT DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET
Annex B  FINANCIAL CONDITIONS
Annex C  GENERAL TERMS AND CONDITIONS
Annex D  REPORTING REQUIREMENTS AND PAYMENTS CONDITIONS
Annex E  ACKNOWLEDGMENT OF DEPARTMENTAL SUPPORT
Annex F  CONFIRMATION OF SIGNING AUTHORITY

IN WITNESS WHEREOF, the parties hereto have signed this Agreement through duly authorized representatives.

Recipient
Mr. Daryl Bennett
Name (Print)
Mayor
Position
Signature
Date

The Minister
Robert Hay
Name (Print)
Director of Programs
Position
Signature
Date

Witness
John Kennedy, City Clerk
Name (Print)
Signature
Date

Robert Hay
Name (Print)
Signature
Date
ANNEX A
PROJECT DESCRIPTION, SPECIFIC CONDITIONS AND BUDGET

1. Description of the Recipient’s Project

The Corporation of the City of Peterborough owns and operates the Peterborough Museum and Archives. The project involves the redesign and interior renovation of the museum’s lower level, and the purchase of collection storage units for the lower level and for the new off-site storage space. The project will benefit the organization by enhancing workspaces, and greatly improve the environmental conditions for preservation of the 35,000 items in the collection. The project will benefit Canadians by increasing programming and storage space within the facility, and providing an overall improvement to the safety and care of the collection.

2. Description of activities proposed by the Recipient

The project includes working drawings, interior demolition/renovations, and the purchase of collection storage units for the museum’s lower level, as well as the storage layout plan, and the purchase of collection storage units for the off-site storage space. The renovations to the lower level of the museum will also include new patron amenities, and enhanced fire and HVAC systems.

3. Expected outcomes/results and how they will be measured

Expected results include:
- improved on-site and off-site storage, to provide safe and environmentally controlled spaces for the permanent collection
- creation of enhanced multi-use programming spaces, including improved amenities for youth educational workshops
- reduced operating costs as a result of the installation of more energy efficient equipment, including a new HVAC system

The organization will use the template provided by the Program to collect performance measurement data as appropriate based on the Program’s performance measurement strategy – Annex D. Also, a template will be provided to the organization by the Program Officer for the Final Activity/Results Narrative Report.

4. Official Languages Requirements

The Recipient shall publicly acknowledge, in English and in French, the financial assistance received from the Government of Canada, as specified in Annex E – “Acknowledgement of Departmental Support”. However, the Minister may deem advisable to withdraw the requirement for recognition of the federal funding by the Recipient.

5. Specific conditions related to the Canada Cultural Spaces Fund

5.1 Insurance
(Not applicable to Provincial/territorial governments or municipal administrations and their agencies that self-insure).

The recipient will insure, at his own expense, and at an appropriate amount, all the movable and real property bought, built and/or renovated within the terms of this agreement or will make sure that such insurance coverage exists. The insurance policy shall cover the duration of the agreement and a period of at least seven (7) years following the termination of this agreement.

The recipient agrees to undertake in the one hundred eighty (180) days following a disaster, one of the following actions:
1. to make the repairs or renovations necessary to restore the capital asset to an equivalent condition;
2. to rebuild an equivalent capital asset; or
3. to purchase equivalent capital asset.

In the situation where the recipient would decide not to undertake one of the options previously stated, or if the Minister is of the opinion that the repaired, renovated, rebuilt or purchased good does not respect minimum requirements, the Minister reserves the right to require the reimbursement of part or all of the contribution that has been paid out. In this case, the recipient shall make the required reimbursement within ninety (90) days following the receipt of a letter to this effect.

5.2 Federal, Provincial/Territorial and Municipal requirements

The recipient agrees to adhere to all federal and provincial/territorial environmental requirements as well as provincial/municipal fire and safety standards associated with this project.
5.3 Environmental assessment

5.3.1 Recipient’s General Obligation

The Minister has determined that, based on the information available at the time of the commencement of this Agreement, no environmental assessment, in accordance with the Canadian Environmental Assessment Act, 2012, of the activities and objectives provided for under this Agreement is required. The Minister reserves the right to withhold funding under this Agreement if information becomes available that suggests an environmental assessment is required in accordance with the Act or that the activities provided for under this Agreement are likely to cause significant adverse environmental effects, or that steps are necessary to mitigate damage to the environment.

All other applicable legislative, regulatory and constitutional requirements still must be fulfilled.
5.4 Budget Breakdown and Eligible Expenditures

5.4.1 Revenues

<table>
<thead>
<tr>
<th>Source of Funding — Cash</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal (specify)</td>
<td>Canada Cultural Spaces Fund $380,000</td>
</tr>
<tr>
<td>Province/Territory (specify)</td>
<td></td>
</tr>
<tr>
<td>Municipal (specify)</td>
<td>City of Peterborough (Applicant) $446,407;</td>
</tr>
<tr>
<td>Shortfall</td>
<td>$66,408</td>
</tr>
</tbody>
</table>

**Subtotal - Cash**

TOTAL REVENUES $892,815

5.4.2 Expenditures

<table>
<thead>
<tr>
<th>Column 1</th>
<th>Column 2</th>
<th>Column 3</th>
<th>Column 4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenditures</td>
<td>Cost</td>
<td>Maximum Amount Approved Under This Agreement: (Notes 2, 3, 4) THE LESSER OF:</td>
<td></td>
</tr>
<tr>
<td>Fees and Professional Honoraria</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Architects</td>
<td>$65,000</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingencies (maximum of 5% of total eligible expenses)</td>
<td>$2,887</td>
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<td></td>
</tr>
<tr>
<td>Subtotal (Fees and Professional Honoraria)</td>
<td>$67,887</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Construction, Renovation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Material and Labour costs</td>
<td>$630,430</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contingencies (maximum of 15% of total eligible expenses)</td>
<td>$51,094</td>
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</tr>
<tr>
<td>Subtotal (Construction, Renovation)</td>
<td>$681,532</td>
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<tr>
<td>Administration (maximum of 5% of total eligible expenses: specify)</td>
<td>$20,000</td>
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<td></td>
</tr>
<tr>
<td>Taxes (minus GST/HST Rebate)</td>
<td>$14,719</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Eligible Expenses (Note 1)</strong></td>
<td>$784,138</td>
<td>$380,000</td>
<td>50%</td>
</tr>
<tr>
<td>Ineligible Expenses</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total Ineligible Expenses (Note 5)</strong></td>
<td>$108,677</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>PROJECT TOTAL COST</strong></td>
<td>$892,815</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note 1: Only eligible expenditures are subject to reimbursement under this Agreement.

Note 2: Only transfers within eligible expenditures are allowed under this Agreement. Please refer to Annex B, clause 5, for conditions that apply when the funding is allocated to specific expenditures or expenditure categories under Columns 3 or 4 above.

Note 3: Eligible in-kind expenditures must be considered for the government-stacking limit. However, in-kind expenditures will not be reimbursed by the Minister.

Note 4: Program support not to exceed the indicated percentages of eligible project costs for construction or renovation; specialized equipment purchases; or feasibility studies.

Note 5: Expenses related to off-site storage, personnel costs related to collection management, a portion of the contingency costs related to ineligible expenditures and preliminary drawings, and some administration costs are not eligible.
ANNEX B

FINANCIAL CONDITIONS

1. MAXIMUM AMOUNT OF CONTRIBUTION

1.1 Disbursements of the contribution to the Recipient will not exceed the following amount(s) or fifty per cent (50%) of the funding for the project/programming, as per the payment breakdown and the eligible expenditures that will be incurred by the Recipient for the project/programming.

Federal Government Fiscal Year 2013-14: $380,000

1.2 The federal government’s fiscal year starts on April 1 and ends on March 31 of the following calendar year. For each individual fiscal year, only the goods and services received by the Recipient between April 1 and March 31 of the following calendar year are eligible for the funding allocated for the applicable fiscal year.

1.3 In the event that the Recipient forecasts to incur fewer expenses than anticipated during the current government’s fiscal year and according to section 1.2 above, the Recipient shall inform the Minister in writing, as soon as possible, but no later than sixty (60) days prior to the end of the federal government’s fiscal year. The Minister will consider any request to adjust the following fiscal year’s contribution allocation accordingly but the Minister will have no obligation to do so.

2. REDUCTION/TERMINATION OF THE AGREEMENT

2.1 Any payment made under this Agreement is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecasted program budget levels. Funding under this Agreement may be reduced or terminated at the Minister’s discretion in response to the government’s annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or reordering of the federal mandate and responsibilities that impact on the Program under which this Agreement is made.

2.2 In the event of a proposed reduction or termination of the funding of the Program under section 2.1 above, the Minister may, upon giving the Recipient written notice of ninety (90) days, reduce the funding or terminate this Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the Program, the Minister shall reimburse the Recipient for any eligible costs incurred to the effective date of that notice. The funding obligations of the Minister shall cease at the end of the notice period.

3. SURPLUS

3.1 The Recipient acknowledges having disclosed to the Minister, as part of its application for funding under the Program, all proposed sources of funding, including cash and/or in-kind amounts from all levels of government and anticipated expenditures, for any activity or objective within the scope of the Project. These proposed sources of funding and anticipated expenditures are set out in the Budget attached in Annex A. The Recipient further acknowledges that the Minister’s approval of funding for the Project was based in part on the representations made in the Budget.

3.2 When submitting progress reports as required in the payment conditions under Annex D, the Recipient shall also declare any changes to the proposed sources of funding or expenditures for the Project.

3.2.1 If total federal, provincial and municipal government funding of the activities and objectives set out in the Project exceeds one hundred per cent (100%) of the total project costs, unless the Minister requires the recipient to adjust its activities/results accordingly, the Recipient shall repay any excess to Canada. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty.

3.3 Notwithstanding 3.2.1 above, in the event that a surplus is realized at the end of the Project, the Minister may recover its share of the surplus based on its pro-rata share of the funding.

4. DESCRIPTION OF ELIGIBLE EXPENDITURES

The Recipient agrees that the Minister’s contribution will be applied to only those eligible expenditures described in Annex A of this Agreement.
5. TRANSFER OF FUNDS BETWEEN EXPENDITURE CATEGORIES

5.1 If more than one expenditure category is specifically funded in Annex A of this Agreement, the Recipient may transfer funds amongst approved expenditure categories, under the following circumstances:

5.1.1 after receiving written authorization from the Minister, if at least one expenditure category involved in the transfer(s) represents an increase or a decrease exceeding fifteen per cent (15%) of the amount of funding approved for that category. Such an authorization would have the same value and the same effect as a formal amendment to this Agreement.

5.1.2 without authorization from the Minister, provided that no expenditure category involved in the transfer(s) would be subject to an increase or a decrease exceeding fifteen per cent (15%) of the amount of funding approved for that category.

5.2 The Recipient may transfer funds from one expense item to another within the same expenditure category without the Minister’s authorization.

6. PAYMENT CONDITIONS

Please refer to annex D

7. FINANCIAL REPORTS

Please refer to annex D

8. ADVANCE PAYMENTS

8.1 Where the terms of the Agreement permit advance payments to be made, such advance payments shall be considered debts owing to Her Majesty until such time as the Recipient has accounted for the said advance payments in accordance with the terms of the Agreement and to the Minister’s satisfaction.

8.2 The Minister may withhold the payment of an advance or holdback pending the completion of any audit of the Recipient’s books and records conducted by auditors appointed by the Minister, as set out in clause 11 of this Annex.

9. TAX CREDIT

The Minister does not reimburse the tax paid by the Recipient for goods and services for which the Recipient is entitled to tax credit or reimbursement.

10. OVERPAYMENT

10.1 Where, for any reason, the Recipient is not entitled to the contribution or the Minister determines that the amount of the contribution disbursed exceeds the amount to which the Recipient is entitled, any such amount is a debt owing to Her Majesty and is recoverable as such.

10.2 When the Recipient’s final financial report on revenues and expenditures is completed and an overpayment is identified, the Recipient shall forward a reimbursement cheque to the Department for the amount of the overpayment, payable to the Receiver General for Canada. The due date for the reimbursement shall be the date of the submission of the final financial report and the final activity/result report to the Minister.

10.3 When the Minister or its agents performs a financial analysis or an audit of the financial statements of the Recipient and an overpayment is identified, the overpayment shall be repaid to Her Majesty no later than thirty (30) days after the date of the notice by the Minister.

10.4 Where any amount owing to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient.

11. AUDIT

11.1 The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient for a period of up to five (5) years after the end of this Agreement to ensure compliance with the terms and obligations of the Agreement. The scope, coverage and timing of such an audit shall be determined by the Minister and, if conducted, may be carried out by employees of the Department or its agent(s). The Recipient shall make available to auditors, in a timely manner, any records, documents and information that the auditors may require.
11.2 The Recipient acknowledges that, pursuant to section 7.1 of the Auditor General Act, R.S. (1985), c. A-17 (Reference: http://laws.justice.gc.ca/en/A-17/), the Auditor General of Canada may, at his or her own cost, conduct compliance audits or performance evaluations with respect to this Agreement. The Recipient shall cooperate with the Minister and his or her representatives or agents relative to any such compliance audit or performance evaluation and shall grant same access to the Recipient's documents, records and premises as required by the Minister or his or her representatives or agents for purposes of such audit or evaluation. The auditor may, at his or her discretion, discuss any concerns raised in such compliance audit or performance evaluations with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.

11.3 The Recipient agrees to adhere to generally accepted accounting practices and principles and shall keep and make available to the Minister’s representatives for examination and audit its books, accounts and registers of all revenues and expenditures in relation to the Project funded under this Agreement.

12. INTEREST

Any overpayment remaining owing and unpaid shall carry interest calculated and compounded monthly at the average Bank of Canada rate, within the meaning of such expression as contained in the Interest and Administrative Charges Regulations, SOR/96-188 (Reference: http://www.tbs-sct.gc.ca/pubs_pol/deepubs/thm_142/act-eng.asp), plus three per cent (3%), from the due date to the settlement date

13. LATE CLAIMS

The Minister will not be held to pay bills or other expenditures after the end date of the agreement as indicated at section 3.1 (see first page of the agreement).
ANNEX C

GENERAL TERMS AND CONDITIONS

1. REPRESENTATIONS AND WARRANTIES BY THE RECIPIENT

The Recipient represents and warrants:

1.1 that it has the capacity and authority to enter into this Agreement to carry out the Project; that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority; and that it has obtained all permits, licenses, consents and other authority necessary to carry out the Project;

1.2 that it holds sufficient intellectual property rights for the conduct of the Project or the exploitation of any intellectual property resulting thereof;

1.3 that it, for the duration of this Agreement, has no interest, pecuniary or otherwise, in any matter that would put it in an actual or apparent conflict of interest;

1.4 that the description of the Project in Annex A accurately reflects what it intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;

1.5 that it will declare any amount owing to the federal government under legislation, contract or contribution agreements during the term of this Agreement and that it recognizes that amounts due to the Recipient may be withheld to offset amounts owing to the Government; and

1.6 that no current or former public servant or public office holder who is not in compliance with the provisions of the Conflict of Interest Act, S.C. 2006,c.9 (Reference: http://lec-ciie.gc.ca/Default.aspx?pid=21&lang=en) or the Values and Ethics Code for the Public Service (Reference: http://www.tbs-sct.gc.ca/pubs_pol/hrpub/th-851/vcc-cve-eng.asp), member of the House of Commons or senator who is not in compliance with the Conflict of Interest Code for Members of the House of Commons (Reference: http://lec-ciie.gc.ca/Default.aspx?pid=24&lang=en), or the Conflict of Interest Code for Senators (Reference: http://sen.parl.gc.ca/seo-csc/Eng/Code-e.html), or anyone else bound by other values and ethics codes applicable to government or specific recipients, shall derive a direct benefit from this Agreement, unless the provision or receipt of the benefit is in compliance with the legislation or codes.

2. OBLIGATIONS OF THE RECIPIENT

During the term of this Agreement, the Recipient shall:

2.1 take all necessary actions to maintain itself in good standing, to preserve its legal capacity and to inform the Minister without delay of any failure to do so;

2.2 upon the written request of the Minister and without delay, provide any information as the Minister may require concerning this Agreement;

2.3 disclose to the Minister, without delay, any fact or event that would or might compromise the Project’s chances of success or the Recipient’s ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including but not limited to, pending or potential lawsuits and audits;

2.4 ensure access by the Minister, her/his authorized representatives and by the Auditor General of Canada to its premises at all reasonable times and upon not less than two weeks notice for audit and evaluation purposes;

2.5 ensure access by the Minister or his authorized representatives to any of the recipient’s real property under the ownership or control of the Recipient where any part of the Project is being carried out, at any time and during reasonable hours, to monitor Project implementation. The Recipient shall provide to the Minister or to his authorized representatives all necessary assistance and documentation as may be necessary for the carrying out of this monitoring function;

2.6 where practicable, adopt a competitive process for procurement of goods and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods or services for the Project to a specific person or entity; and

2.7 ensure that during the term of this Agreement, any persons engaged in the course of carrying out the Agreement shall conduct themselves in compliance with the principles of the Values and Ethics Code for the Public Service. Should any such interest be acquired during the life of the Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Recipient shall declare it immediately to the Minister’s representative.
3. CERTIFICATION – CONTINGENCY FEES

Definitions that apply to this article:

“contingency fee” means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining a government agreement or negotiating the whole or any part of its terms;

“employee” means a person with whom the Recipient has an employer/employee relationship; and

“person” includes an individual or group of individuals, a corporation, a partnership, an organization or an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to section 5 of the Lobbying Act, R.S. 1985, c. 44 (4th Suppl.) (Reference: http://www.ocl-cel.gc.ca/cie/sito/lobbyist-lobbyiste.html, as the same may be amended from time to time.

3.1 The Recipient certifies that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person.

3.2 All accounts and records pertaining to the payment of fees or other compensation for the solicitation, negotiation or obtaining of the Agreement shall be subject to the audit provisions of the Agreement (Annex B, article 11).

3.3 If the Recipient certifies falsely under this article or is in default of the obligations contained therein, the Minister may either terminate this Agreement for default or recover from the Recipient, by way of reduction of the contribution or otherwise, the full amount of the contingency fee.

4. APPLICABLE LEGISLATION

4.1 The Recipient must ensure that the Project is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines and shall ensure that any project sub-contractor is subject to the same obligations.

4.2 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the Province of residence of the Recipient or main place of business.

4.3 Any person lobbying on behalf of the Recipient shall be registered pursuant to the Lobbying Act, R.S., 1985, c. 44 (4th Supp.).

5. CONFIDENTIALITY, ACCESS TO INFORMATION AND RECORDS TO BE KEPT

5.1 The Recipient shall ensure that any information of a confidential nature to which the Recipient or its officers, servants or agents become privy shall be treated as confidential and shall not disclose such information to third parties, unless such a disclosure is made pursuant to the Access to Information Act, R.S., 1985, c. A-1 (Reference: http://laws.justice.gov.ca/en/A-1/index.html) and to the Privacy Act, R.S., 1985, c. P-21 (Reference: http://www.priv.gc.ca/legislation32_07_01_e.cfm).

5.2 The Recipient acknowledges that the Minister is subject to the federal Access to Information Act and that nothing in this Agreement shall be interpreted so as to preclude the Minister from disclosing information that the Minister may be authorized to disclose under the Access to Information Act or pursuant to any applicable law, regulation, government policy, or any order of a court or other tribunal having jurisdiction.

5.3 The Recipient consents to the public disclosure by the Minister of any information provided by the Recipient to the Minister relating to the activities under this Agreement, including amounts advanced or paid as reimbursement of Eligible Costs, the criteria used for calculating payments, data showing the activities supporting such payments, and analysis, audit and evaluation reports relating to the Project. The Minister shall ensure that any public disclosure respects all legal requirements to protect personal information and third-party information.

5.4 The Recipient shall ensure that any personal information which may be brought to the attention of the Recipient and its employees or agents will be dealt with according to the provisions of the Privacy Act, R.S.1985, c. P-21.

5.5 Unless otherwise agreed to by the Parties, the Recipient shall keep all records, information, databases, audit and evaluation reports, and all other documentation related to activities and associated expenditures and costs for a period of five (5) years from the expiration or termination of this Agreement.

5.6 The Recipient shall ensure that any information of a confidential nature or personal information is adequately protected against unauthorized use or disclosure.
6. ASSETS DISPOSAL (applicable only if the Agreement allows reimbursement of capital expenditures)

For any asset purchase (furniture, equipment, vehicles, immovable assets, etc.) that has a cost of over $2,000, the Recipient shall:

6.1 Subject to 6.3, preserve and maintain the assets acquired, built and/or renovated with contribution funds and use them for the purposes of the funded activities during the term of this Agreement unless:

6.1.1 written exemption from this requirement is obtained from the Minister;
6.1.2 the Minister authorizes the disposition of the asset;
6.1.3 replacement of assets subject to wear is necessary; or
6.1.4 assets that have become outdated require replacement.

6.2 Subject to 6.3, the Recipient agrees that, at the end of the Project or upon termination of this Agreement, if earlier, and if directed to do so by the Minister, any assets referred to in 6.1 that have been preserved by the Recipient shall be:

6.2.1 sold at fair market value and the funds realized from such a sale applied to the eligible cost expenditures of the Project to offset the Minister’s contribution to the eligible cost expenditures of the Project;
6.2.2 turned over to another organization or person designated or approved by the Minister; or
6.2.3 disposed of in such other manner as may be determined by the Minister.

6.3 The Recipient agrees to preserve and maintain the immovable assets acquired, built and/or renovated with contribution funds and use them for the purpose for which they were acquired, built and/or renovated for a period of seven (7) years after the term of this Agreement, or after its termination, if earlier, unless written exemption from this requirement is obtained from the Minister. If directed to do so by the Minister, any such immovable assets that are to be disposed of by the Recipient shall be:

6.3.1 sold at fair market value and funds realized from such a sale reimbursed to Her Majesty based on a pro-rata share of the funding toward the immovable assets. Until repaid to Canada, the excess amount constitutes a debt owing to Her Majesty. Where any amount due to Her Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set-off against any sum of money that may be due or payable to the Recipient;
6.3.2 turned over to another organization or person designated or approved by the Minister; or
6.3.3 disposed of in such other manner as may be determined by the Minister.

7. LIABILITY

7.1 The Minister and her/his employees and agents shall not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Project, including where the Recipient has entered into loans, capital leases or other long term obligations in relation to this Agreement.

7.2 Where the Recipient is entering into a loan, a capital lease or other long-term obligation in relation to the activity or deliverable for which Minister’s Contribution is disbursed, the Recipient shall not incur any obligation on behalf of the Minister and shall ensure that any agreement in respect thereof expressly relieves the Minister of any liability for non-performance by the Recipient or damages caused by the Recipient.

7.3 Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that they shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

8. INDEMNIFICATION

8.1 The Recipient shall indemnify and save harmless the Minister and her/his employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, threatened to be brought or prosecuted in any manner based upon, occasioned by or attributable to any injury to or death of a person or environmental effect or damage to or loss of property arising directly or indirectly and whether by reason of anything done as a result of any willful of negligent act or delay on the part of the Recipient or its employees, agents or voluntary workers in carrying out the Project, except that the Minister shall not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or her/his employees or agents.
8.2 In the event that either the Minister or the Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the Party or Parties named shall notify the other Party, and the named Party may defend the action or proceeding in its own name and at its own cost. If the named Party believes that the other Party has administration or control of any material having potential evidentiary value in such action or proceeding, the named Party may request access to such material for purposes of the litigation. The unnamed Party may, however, refuse such access, if it is of the view that disclosure of the material would be contrary to its interest or its obligations under the law. The unnamed Party shall refrain from any extra-judicial conduct which would prejudice the successful conclusion of the action or proceeding.

9. INSURANCE

The Recipient shall, through an appropriate, comprehensive general liability insurance with a coverage of not less than $2,000,000 inclusive per occurrence for each peril, cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or voluntary workers in carrying out the Project or this Agreement.

10. DEFAULT AND REMEDIES

10.1 The following constitute events of default:

10.1.1 the Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;

10.1.2 an order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;

10.1.3 in the Minister’s opinion, there is a change in risk that would jeopardize the success of the Project;

10.1.4 the Recipient, either directly or through its representatives, makes or has made a false or misleading statement or representation in respect of any matter related to this Agreement other than in good faith to the Minister;

10.1.5 in the Minister’s opinion, a term, condition, commitment or obligation provided for in the Agreement has not been respected or complied with; and

10.1.6 the Recipient is no longer eligible under the “Eligibility Criteria” of the Program.

10.2 Where there is a default or where, in the Minister’s opinion, there is likely to be a default under this Agreement, the Minister may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Project will be completed or continued by another Recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.

10.3 The fact that the Minister refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on her/him shall not prevent her/him in any way from later exercising any other remedy or right under this Agreement or other applicable law.

10.4 Notwithstanding anything else provided for in this clause, the Minister may not terminate this Agreement unless he or she has served written notice to the Recipient of the event of default and the Recipient has failed to remedy the default within a period of thirty (30) days from the date that the written notice was served. At the expiration of the thirty (30) days, the Minister may terminate this Agreement and rely on any remedy provided for under this Agreement if he or she deems that the Recipient has not remedied the event of default in a satisfactory manner. The Minister shall reimburse the Recipient for any Eligible Costs incurred to the effective date of termination.

11. EVALUATION

11.1 The Minister and the Recipient agree on the importance of assessing what has been accomplished in terms of the defined objectives and expected results outlined in this Agreement.

11.2 The evaluation of the Agreement is a joint concern of the Minister and the Recipient. To this end, the Recipient agrees:

11.2.1 that it shall provide activity reports in a way that shows progress in relation to the defined objectives and expected results of the Project and participate in any evaluation of the Project as required and as mutually agreed upon; and

11.2.2 that the Minister reserves the right to make an evaluation for a period of up to five years after the end of this Agreement to ensure compliance with the terms and conditions of the Agreement.
12. PARTNERSHIP

12.1 The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.

12.2 The Recipient shall not represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Project referred to in this Agreement.

13. ASSIGNMENT AND SUBCONTRACTORS

The Recipient shall not assign this Agreement or any part thereof or any payments to be made thereunder without the written permission of the Minister, but nothing shall preclude the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

14. DISPUTE RESOLUTION

In the event of a dispute arising under the terms of this Agreement, the parties agree to make a good-faith attempt to settle the dispute. In the event that the parties are unable to resolve the dispute through negotiation, they agree to consider mediation. The parties will bear the costs of mediation equally. The Parties agree that nothing contained in this provision shall affect, alter or modify the rights of the Minister under the Default and Remedies provision of this Agreement.

15. AMENDMENTS

This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement shall be in writing and shall be signed by the Parties hereto or by their duly authorized representatives, while this Agreement is in effect.

16. INTELLECTUAL PROPERTY

Any intellectual property developed as a result of the Project shall belong to the Recipient.

17. SUCCESSORS

This Agreement is binding upon the parties and their respective administrators and successors.
ANNEX D
REPORTING REQUIREMENTS AND PAYMENTS CONDITIONS
INTERIM OR FINAL ACTIVITY/RESULTS REPORT

A person duly authorized by the Recipient must certify the Interim and Final Activity/Results Reports

1. INTERIM ACTIVITY/RESULTS REPORTS

1.1 An assessment of progress towards the project results and the extent to which the project has met program objectives according to performance measures stated in the application and in Annex A.

1.2 See Sections 3 “Payment conditions” and 4 “Financial Reports” below for a description of required financial reporting.

2. FINAL ACTIVITY/RESULTS REPORT

2.1 A letter requesting final payment.

2.2 An assessment of the project results and the extent to which the project has met program objectives as stated in your application and Annex A. As part of your assessment, a “Final Activity/Results Narrative Report” template is provided by the Program to the recipient. Also, please complete the following table:

<table>
<thead>
<tr>
<th>Arts and heritage organizations have resources to build and improve facilities and infrastructure. Did your project:</th>
<th>NO</th>
<th>YES</th>
<th>If yes, how and to what extent If not, explain the difference between what was planned and what was done</th>
</tr>
</thead>
<tbody>
<tr>
<td>improve the facility’s technological and safety features?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>improve the facility’s disabled access?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>improve the facility’s environmental and conservation controls?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>increase the facility’s seating or capacity of exhibition halls?</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>increase user’s (artists, employees, audiences, etc.) satisfaction with working spaces and/or equipment?</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

☐ A copy of the feasibility study is attached (where applicable)

2.3 A statement to the effect that the Applicant has met its obligations, under this agreement, regarding federal and provincial environmental requirements and provincial/municipal fire and safety standards.

2.4 See Sections 3 “Payment conditions” and 4 “Financial Reports” below for a description of required financial reporting.

3. PAYMENT CONDITIONS

The Minister shall pay, to the Recipient, the contribution described in Annex B, section 1.1 as follows:

3.1 The Minister may issue advance payments based upon the Cash Flow submitted by the Recipient. Payments will be issued on or about the first day of the period covered by the advance (please refer to first column below entitled “Advance for the period of”).

3.1.1 The Recipient must submit the reports indicated in the schedule below. The reports must be certified by the Recipient’s authorized representative. Payments are conditional upon receipt and acceptance, by the Minister, of these reports and upon compliance with previous payment conditions.

3.1.2 Advances are based upon the Recipient’s cash flow requirements and cannot exceed 90% of the financial assistance awarded for the current fiscal year.

3.1.3 Payments to the Recipient will be adjusted for any difference between previous advance payments and actual eligible expenditures incurred.
<table>
<thead>
<tr>
<th>Advance for the period of</th>
<th>Conditions or type of reports</th>
<th>Period covered by the report</th>
<th>Recipient’s report submitted by</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 to June 30, 2013</td>
<td>Signed Agreement, Cash Flow</td>
<td>Forecast: January 1, 2013 to March 31, 2014</td>
<td>Upon signature of agreement</td>
</tr>
<tr>
<td>July 1 to September 30, 2013</td>
<td>No updated report required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>October 1 to December 31, 2013</td>
<td>No updated report required</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No advance to be issued</td>
<td>As applicable, revised Cash Flow as per section 1.3 of Annex B</td>
<td></td>
<td>February 1, 2013 as applicable</td>
</tr>
<tr>
<td>No advance to be issued</td>
<td>As applicable, Cash Flow for Expected Unexpended Balance, as per section 1.4 of Annex B</td>
<td>Forecast: April 1 up to September 30, 2014 as applicable</td>
<td>March 1, 2013 as applicable</td>
</tr>
</tbody>
</table>

3.2 A final payment representing the holdback shall be issued upon receipt and acceptance of the following reports, certified by a person duly authorized by the Recipient:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Canada Cultural Spaces Fund Budget Template, ‘final report’ column completed</td>
<td>January 1, 2013 to March 31, 2014</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Final Activity/Results Report</td>
<td>January 1, 2013 to March 31, 2014</td>
<td></td>
</tr>
</tbody>
</table>

3.3 The reports required for the purpose of this article are the following ones:

3.3.1 Cash Flow as described in section 4.1

3.3.2 Audited Financial Report as described in section 4.2

3.3.3 Canada Cultural Spaces Fund Budget Template “Final Report” Column completed (form sent at the application stage), as described in section 4.3

3.3.4 Interim and Final Activity/Results Report as described in Sections 1 and 2

4. FINANCIAL REPORTS

4.1 Cash Flow:

For the purpose of this Agreement, the Cash Flow shall include all actual and forecasted cash receipts and cash disbursements, as well as in-kind revenues and expenses as may be applicable, for the completion of the Project/Programming. This report must provide a breakdown of cash receipts and cash disbursements, as well as in-kind revenues and expenses, as per the expenditure categories set out in the budget included under Annex “A”, on a quarterly or monthly basis, for the funding period. Any other sources of revenues or expenditures added to the Project/Programming after the Agreement is signed shall also be included. At the end of the project and the government fiscal year however, the expenditures for goods and services received shall be reflected in the Cash Flow even if the payment has not yet been made by the Recipient.

4.2 Audited Financial Report:

For the purposes of this Agreement, the Audited Financial Report shall clearly include all of the revenues realized and expenditures incurred by the Recipient for the given period with regard to the project funded, as per the budget categories set out in Annex “A” of this Agreement. Any other sources of revenues or expenditures added to the project after the Agreement is signed shall also be included. Accounts shall be audited by professional accountants who are independent of the organization and are active members in good standing with one of the following professional associations: CA, CMA, CGA legislation. (Note: Some provinces do not allow CMA or CGA certified accountants to audit financial statements.)
4.3 Canada Cultural Spaces Fund Budget Template

For the purposes of this Agreement, a budget of the project shall include, as separate items, the budget as well as all of the revenues realized and expenditures incurred as well as in-kind revenues and expenses for the given period with regard to the Project being funded, as per the budget categories. Any other sources of revenues or expenditures added to the Project being funded after the Agreement is signed shall also be included. Please use the Canada Cultural Spaces Fund budget template ‘final report’ column completed (form sent with the initial application).
ANNEX E

ACKNOWLEDGMENT OF DEPARTMENTAL SUPPORT

All Recipients are required to acknowledge publicly the financial assistance of the Government of Canada. For this purpose, the Department has developed the following guidelines:

1. Public announcements and press releases are to be coordinated through the Department’s Communications Branch in Gatineau via the Regional office. The Recipient will advise the Department in advance of public announcements or press releases.

2. If the Recipient publishes an official document of any kind, space shall be set aside in a mutually agreed section of the document for a message to participants from the Minister in both official languages. The message will be prepared by the Department. The Recipient will advise departmental officials well in advance of the publication.

3. Recognition of the Department’s contribution will be given with appropriate means such as signage, local publicity, advertising, etc. However, the Minister may deem advisable to withdraw the requirement for recognition of the federal funding by the Recipient.

4. During the course of a construction or renovation project with total program contribution equal to or greater than $100,000, acknowledgement shall take the form of a temporary sign which will be posted in both official languages, on the construction site. This sign, which will be prepared at the Minister’s expense, should be requested by the Recipient four (4) weeks before the construction or renovation work starts. That sign will be installed and removed at the recipient’s expense.

5. Upon completion of the construction or renovation project with total program contribution equal to or greater than $100,000, a permanent plaque acknowledging, in both official languages, the participation of the Department shall be installed and displayed in a publicly visible location. This plaque shall be prepared at the Minister’s expense and provided to the Recipient by the Department. The costs incurred in mounting the plaque and ensuring maintenance is done are the responsibility of the Recipient.
ANNEX F
CONFIRMATION OF SIGNING AUTHORITY

We, the undersigned Board members of CORPORATION OF THE CITY OF PETERBOROUGH, confirm that the following staff is/are affirmed as signatory/signatories, having signing authority for all matters concerning this Agreement.

### Staff Signatory/Signatories

<table>
<thead>
<tr>
<th>Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>Position</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
</tbody>
</table>

### Board Signatories

<table>
<thead>
<tr>
<th>Name of Board Member (with signing authority)</th>
<th>Name of Board Member (with signing authority)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Position</td>
<td>Position</td>
</tr>
<tr>
<td>Signature</td>
<td>Signature</td>
</tr>
</tbody>
</table>

☐ Annex F is not applicable to this contribution agreement due to the fact that the organization has already submitted a resolution from the Board of Directors giving Mr. or Ms. __________________ signing authorities with regards to this agreement and all related documents.