



{{OPPORTUNITY_CAMPAIGN_NAME}}
FUNDING AGREEMENT
 ("Agreement")

BETWEEN

COMMUNITY HOUSING TRANSFORMATION CENTRE
 ("CENTRE")

- AND -

{*Organisation's Name*}

("Recipient")

(Collectively referred to as the "**Parties**" and each individually as "**Party**" under this Agreement).

WHEREAS under the {*Project Name*} (Fund) established pursuant to *Technical Resource Centre Service Agreement* concluded between the Centre and the Canada Mortgage and Housing Corporation, the Centre provides funding to support Canadian community housing transformation toward more effective and efficient models.

and

WHEREAS the Recipient has requested funding from the Fund through the submission of an application which was approved by the Centre on {*DD/MM/YEAR*}, for a project ("**Project**") and certain eligible activities associated with the Project, as identified under **Schedule A** of this Agreement (the "**Eligible Activities**");

and

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the funding provided by the Centre to the Recipient, the Recipient covenants and agrees with the Centre as follows:

1. Term of Agreement

This Agreement shall become effective on {*DD/MM/YEAR*} ("**Effective Date**") and shall terminate on the {*DD/MM/YEAR*} ("**Termination Date**", unless terminated earlier in accordance with its terms. At the Centre's sole discretion and following the end of the designated period ("**Initial Term**"), this Agreement may be extended in writing by the Centre. Collectively the Initial Term and any Centre authorized extension shall constitute the "**Term**" of this Agreement.

2. Project

Project shall mean the initiative outlined under **Schedule A** of this Agreement. The Project shall, at all times during the Term of this Agreement, meet the minimum "Eligibility requirements" in accordance with the Fund standards, as determined by the Centre.

3. Eligible Activities

Eligible Activities shall only include those activities related to the Project, which are set out under **Schedule A** of this Agreement. The Recipient agrees that:

4. Funding relative to {*Name of the Fund*}

The maximum funding of the Centre under this Agreement is {*Amount Awarded*} (the "**Funding**"). The Recipient acknowledges and agrees that:

- (a) The Recipient's eligibility for the Funding is conditional upon the Recipient's ongoing compliance with the terms and conditions set out under this Agreement, including those outlined in the Schedules adjoint to it;
- (b) The Recipient shall only use the Funding for completion of any one or more of the Eligible Activities described in **Schedule A** (Project and Eligible Activities);
- (c) The Recipient must complete an assessment of the needs and demands and a preliminary financial feasibility analysis before incurring expenses for Eligible Activities not listed in **Schedule A**. Prior to the expense, the evaluations and analysis should be deemed satisfactory by the Centre, which will approve the activities concerned at its discretion.
- (d) The Funding shall not be used to finance Eligible Activities carried out prior to the Recipient's receipt of the signed Agreement confirming the Recipient's eligibility for the Funding; and
- (e) The Recipient's eligibility for the Funding does not constitute an assurance that the Project or associated Eligible Activities will be approved for other forms of Centre assistance.

5. Approval of Eligible Activities

The Recipient will be solely responsible for realizing and conclude the Eligible Activities, including for obtaining any professional services to complete them.

The Centre will not be liable for approving the Eligible Activities, providing the Funding to complete the Eligible Activities, or receiving or reviewing any reports or other documentation in respect of the Eligible Activities. The reports or other documentation delivered to the Centre by the Recipient in respect of the Eligible Activities will be used for informational and communicational purposes or for the purpose of assessing compliance with this Agreement. Under no circumstances will the Centre be responsible for the Project or results of the Project or ensuring compliance by the Recipient with this Agreement.

6. Progression and Final Report

The Recipient shall provide the Centre with one or more progress report and a final report (the "**Report(s)**"). All reports shall be completed through the web platform provided by the Centre or any other ways the Centre shall authorize. The number of mandatory reports and frequency with which they must be completed is detailed in **Schedule B**.

The Recipient agrees to provide the final report, as mentioned in **Schedule B**, within forty-two (42) days after the end of the Term of the Agreement.

7. Advances

Provided that the Recipient is in compliance with all of the provisions of this Agreement, the Funding will be advanced by the Centre in accordance with the following:

- a) In the event that the Project does not exceed a period of one year and Funding of fifty thousand (\$50 000) dollars, the Centre will make an advance ("**Advance(s)**") equivalent to seventy percent of Funding at Effective Date and an Advance equivalent to thirty percent of Funding upon receipt of the final report.

Or

- b) In the event that the Centre will make Advances accordingly to the disbursement schedule detailed, when applicable, in **Schedule B** for Project of over a period of one year or over fifty thousand (\$50 000) dollars in Funding.

The Centre shall not advance funds to the Recipient where the Eligible Activities are not completed to Centre's satisfaction, in its sole opinion, and within the timeframes set out in this Agreement.

8. Independent Recipient

It is the intention of the Parties that the Centre is solely a financial contributor to the Eligible Activities and that the Eligible Activities shall not be a partnership or joint venture between the Centre and the Recipient or any other person.

9. Release Information Regarding the Eligible Activities

The Recipient shall allow the Centre the use any information submitted or provided in connection with the Project in the Centre media releases, publications or other venues at the Centre sole discretion.

10. Acknowledgement of the Funding

Where the Recipient plans to publish any reports and/or materials relating to the Eligible Activities supported by the Funding, the Recipient shall: (i) notify the Centre in writing of any such publication at least fifteen (15) business days prior to such publication, and (ii) if so requested by the Centre in writing, acknowledge the Centre's financial support of the Eligible Activities in such publications in the following manner and according to the language of publication:

"This [Project name/description] received funding from Community Housing Transformation Centre (the Centre), however, the views expressed are the personal views of the author and the Centre accepts no responsibility for them/Ce [Projet nom/la description] est financé en partie par le Centre de transformation du logement communautaire (le Centre), cependant, les opinions exprimées sont les opinions personnelles de l'auteur et le Centre n'accepte aucune responsabilité pour ces opinions."

Furthermore, the Recipient agrees to acknowledge the Centre's financial support through at least one channel of communication and notify the Centre when such communication is released.

11. Intellectual Property

All information and materials produced under this Agreement shall be the exclusive property of the Recipient and the Recipient shall have copyright therein. Subject to the terms and conditions of this Agreement, the Recipient hereby grants to the Centre the right, free and without temporal or geographical limits, to use or modify without distorting all or part of the information and materials produced under this Agreement for any purpose related to the current or future operations of the Centre. This granted licence shall survive the termination of this Agreement.

12. Indemnification

The Recipient agrees to indemnify and save harmless the Centre, its officers and employees against all claims demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this Agreement whether or not the Centre is named party in such actions, suits or proceedings.

13. Personal Liability

Where the Recipient is not an incorporated organization, the representatives of the Recipient, signing this Agreement on behalf of the Recipient, acknowledge that THEY SHALL BE PERSONALLY LIABLE ON A JOINT AND SEVERAL BASIS FOR ALL obligations of the Recipient under this Agreement including without limitation Section 12 (Indemnity), Section 15 (Fraud, Misconduct or Misrepresentation), Section 17 (Termination) and Section 21 (Conflict of Interest).

14. Records

The Recipient will keep proper and detailed records and statements of account, including receipts, vouchers, invoices, and other documents related to the cost of carrying out the Eligible Activities and shall permit the Centre, or its designated representative, to access to such records and statements for audit and inspection purposes within five (5) business days of such written request from the Centre.

15. Fraud, Misconduct, or Misrepresentation

Notwithstanding Section 17 of this Agreement, if there are allegations that there has been fraud, serious misconduct, or misrepresentation on the part of or allowed by the Recipient or its representatives, the Centre shall have the right to immediately terminate this Agreement and all of the Funding disbursed to the Recipient by the Centre shall be immediately repayable by the Recipient to the Centre. In the event that the Recipient is not a legal entity, the representatives of the Recipient signing this Agreement shall be liable to the Centre on a joint and several basis for the repayment of the Funding in accordance with the terms of this Section 15.

16. Confidentiality

For the purposes of this Agreement, "**Confidential Information**" includes, but is not limited to, any information that has been or will be disclosed in any form by one Parties under this Agreement to the other Party. The Parties shall hold all Confidential Information in trust and in the strictest confidence, using efforts and a standard of care fully commensurate with those which the Parties employ for protection of their own confidential information and shall employ such precautions as are necessary to prevent unauthorized use, access to and disclosure of Confidential Information. Confidential Information may be disclosed by the Parties solely for the purposes of carrying out each Parties obligations under this Agreement and to the extent that such disclosure is required by court or regulatory order or as otherwise required by law or regulation, provided, however, that each Party shall notify the other Party immediately upon learning of the possibility of any such requirement in order to allow that Party a reasonable opportunity to contest or limit the scope of such required disclosure (including application for a protective order or other remedy). The Parties shall comply with all applicable legal requirements and, without limiting the generality of the foregoing, nothing in this Agreement shall be construed in a manner that would contravene the *Access to Information Act* (Canada) or the *Privacy Act* (Canada).

17. Termination and suspension

- (1) The Centre may, by written notice to the Recipient (the "**Notice of Termination**"), immediately terminate this Agreement if:
 - (a) the Recipient has breached one or more of its obligations under this Agreement and has not remedied its obligations, to the sole satisfaction of the Centre, within thirty (30) days of the date on which such breach occurred, or within any other timeframe that the Parties have agreed to in writing (as the case may be), including the occurrence of the situations described in paragraphs 15 and 21 hereof, or
 - (b) the Recipient has become bankrupt or insolvent, or is otherwise unable to meet its financial obligations, or
- (2) Notwithstanding any other provision of this Agreement, the Centre may terminate this Agreement for any reason upon ten (10) days written notice to the Recipient, including without limitation, if funding for the Program is no longer available due to no or insufficient appropriations by the Government of Canada. In such event, the Centre will advance funding for the invoices relating to the Eligible Activities that have been completed up to the date of the Notice of Termination.
- (3) Notwithstanding any other provision herein, the Centre may suspend this Agreement for any reason whatsoever, including in the event of temporary financial or administrative insufficiency, upon ten (10) days written notice to the Recipient. The notice must indicate the duration of the suspension and may be subject to extensions if necessary.
- (4) Upon termination of this Agreement by the Centre, the Centre will have no further liability of any kind to the Recipient and, in the event of any situation provided by paragraph (1) of this article, the Recipient shall return all of the Funding paid to the Recipient by the Centre within thirty (30) calendar days of the date of the Notice of Termination.

- (5) Notwithstanding any other term or condition of this Agreement to the contrary, Section 11 (Intellectual Property), Section 12 (Indemnification), Section 13 (Personal Liability) and Section 16 (Confidentiality) of this Agreement, and all other provisions of this Agreement necessary to give effect thereto, shall survive any expiry, suspension or termination of this Agreement.

18. Entire Agreement.

The Parties agree that the **Schedule A** (Project and Eligible Activities) and **Schedule B** (Reports and advances) will form part of the Agreement and are of full force and effect for the entire Term of the Agreement. This Agreement contains all of the agreements and understandings between the Parties related to the financed Project and no other representations or warranties, verbal or otherwise, related to the Project, exist between the Parties.

If any provision of the Agreement is held by a competent authority to be invalid, illegal or unenforceable for any reason, the remaining provisions of the Agreement and any Schedules attached hereto, will continue to be in full force and effect. The failure of the Centre to insist on strict compliance with one or more of the terms of the Agreement shall not constitute a waiver of the Centre's right to enforce those terms at a later date. No provision of this Agreement shall be deemed to have been waived as a result of a breach by either Party of the provisions of this Agreement, unless such waiver is in writing and signed by both Parties. For greater clarity, the written waiver by either Party of any breach of any provision of this Agreement by the other Party, shall not be deemed a waiver of such provision for any subsequent breach of the same or any other provision of the Agreement.

19. Binding Agreement.

This Agreement shall be binding upon and shall ensure to the benefit of the Parties hereto and their respective successors and assigns. This Agreement may not be assigned by the Recipient without the prior written consent of the Centre. Any amendment to this Agreement must be provided and approved by the Centre in writing.

20. No use of Name or Logo.

It is agreed that the Recipient will make no use in any way whatsoever of any visual identity element of the Centre, in particular but not exhaustively its the name, logo or initials, without the express written consent of the Centre.

21. Conflict of Interest.

The Recipient shall avoid any conflict of interest during the Term of this Agreement and shall immediately declare any existing, potential or apparent conflict of interest and shall, upon direction of the Centre and until discretionary satisfaction, take steps to eliminate the denounced situation.

22. Governing Law and Jurisdiction.

This Agreement is made under and will be governed by and construed in accordance with the laws of the province or territory in which the Project is located. The courts of such jurisdiction shall exclusively hear any dispute related to the validity, interpretation or performance of this Agreement.

23. Free and informed consent

This Agreement is signed freely and without constraint. The parties declare that they fully understand the content hereof, that they have been able to communicate their comments thereon and that they have consulted their attorneys, where applicable, before signature.

The parties undertake to sign any documents reasonably necessary to give full effect to this Agreement.

24. Notice.

Delivery of notice under this Agreement shall be effective three (3) days after posting by regular mail, or on the day following transmission by fax or e-mail, to the Parties at the following addresses:

Centre
533 Ontario Est, office 350
Montréal, Québec H2L 1N8
Name of the Fund
Contact: *Program Manager*

{Organisation's Name}:
123 Street, Office 1
LostBorough, Canada, A1A 1A1
Contact: Responsible Person
Email: example@email.com

25. No Disbursement Prior to the Signing of the Agreement.

None of the Funding shall be disbursed until a copy of this Agreement is signed by the Recipient and delivered to the Centre.

26. Counterparts and Electronic Delivery.

This Agreement may be executed in several counterparts, each of which, when so executed, shall be deemed to be an original and all of which together shall constitute one and the same Agreement. Execution and delivery of this Agreement by electronic mail or other electronic transmission, including portable document format ("pdf"), shall have the same legal effect as physical delivery of this Agreement bearing original signatures and any signature on a pdf form of this Agreement shall be deemed to be equivalent to an original signature for all purposes.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement.

{Name of the organisation}

I, undersigned, state that I have legal authority to bind the organization.

Signature 1: _____
Name: *{First Signer's Name}*
Title: *{First Signer's Title}*

Signature 2: _____
Name: *{Second Signer's Name}*
Title: *{Second Signer's Title}*

Community Housing Transformation Centre

I, undersigned, state that I have legal authority to bind the Centre.

Signature: _____
Name: *{Centre Signer's Name}*
Title: *{Centre Signer's Title}*

Schedule A

PROJECT AND ELIGIBLE ACTIVITIES

1. The Project in receipt of the Funding is described as follows:

{Project's Name}

2. Eligible Activities as defined by the Centre are specified below:

Objective	Outcomes
Objective 1	<ul style="list-style-type: none"> • Measurable result 1 and 2 • Major milestone 1
Objective 2	<ul style="list-style-type: none"> • Measurable result 3 and 4 • Milestone 2

Phase name	Phase start	Phase end	Primary activities (material resources, people involved [internal and external])	Comments
Planification	DD/MM/YEAR	DD/MM/YEAR	<ul style="list-style-type: none"> • Activity 1 • Activity 2 	
Execution	DD/MM/YEAR	DD/MM/YEAR	<ul style="list-style-type: none"> • Activity 1 • Activity 2 	
Conclusion	DD/MM/YEAR	DD/MM/YEAR	<ul style="list-style-type: none"> • Activity 1 • Activity 2 	

Schedule B
Reporting and advances

1. Reporting

Due Date	Report Type
DD/MM/YEAR	Midterm report
DD/MM/YEAR	Final report

2. Advances

Date	Amount	Percentage
DD/MM/YEAR	XXXX \$	60%
DD/MM/YEAR	XXXX \$	10%
DD/MM/YEAR	XXXX \$	30%