



**CANADIAN MENTAL
HEALTH ASSOCIATION**

**L'ASSOCIATION CANADIENNE
POUR LA SANTÉ MENTALE**

BC Division
905 – 1130 West Pender Street
Vancouver BC, V6E 4A4
Tel: (604) 688-3234
Fax: (604) 688-3236
Email: ceobc@cmha.bc.ca

On behalf of the



CONTRIBUTION AGREEMENT

THIS AGREEMENT, made as of the day of 2020

BETWEEN:

**THE CANADIAN MENTAL HEALTH ASSOCIATION BC DIVISION
905 – 1130 West Pender Street, Vancouver BC, V6E 4A4
(hereinafter referred to as the “Association”)**

**Fiscal Agent for the COMMUNITY ACTION INITIATIVE
1183 Melville Street, Vancouver, BC V6E 2X5
(hereinafter referred to as “CAI”)**

AND:

1. Purpose

- 1.1. The contribution's purpose is to fund, subject to this Agreement's terms and conditions, a XXX Project that the Recipient will carry out (or cause to be carried out) on behalf of its coalition.
- 1.2. The Recipient agrees that the payment of any funds under this contribution is subject to its compliance with the terms and conditions set out in this Agreement, including any Attachments which form an integral part of this Agreement.
- 1.3. This Agreement will not be construed as creating a partnership, joint venture or agency relationship among the parties. The Recipient will not do anything that might be construed as authorizing any contract or permitting any other liability or obligation to be incurred on behalf of the Association or CAI.

2. The Project

- 2.1. The Project funded through this agreement is that described in a proposal submitted by the Recipient's coalition in response to the Community Wellness and Harm Reduction Grants – Guidelines and Application issued by the CAI with a closing date of November 18, 2019 ("the Project"). The Project includes the activities specified in this proposal, as well as any conditions (not recommendations) referenced in the XXX letter (herein after referred to as the "Outcome Letter") from the CAI Community Grants Manager and in any addenda provided by the Recipient prior to the signing of this agreement.

3. Amount of Contribution

- 3.1. The Association agrees to provide to the Recipient an amount up to \$X (herein after referred to as the "Contribution Agreement amount") to support implementation of the Community Wellness and Harm Reduction Grant. The Contribution Agreement amount will be paid in installments, and each installment is contingent upon the Recipient meeting each condition for payment (as noted in section 6).
- 3.2. The first grant installment will be issued after the agreed upon Commencement Date of the Project, noted in section 4.1, upon receipt of a signed contribution agreement. Subsequent payment will be paid when conditions noted in section 6 are met. If a condition noted in

section 6 is not met to the satisfaction of the CAI, then the Project will be deemed to have been terminated and no further payment will be issued to the Recipient.

4. **Commencement and Duration**

- 4.1. For the purposes of this Contribution, the “Commencement Date” of the Project shall be XXX, 2020. The estimated time for completion of the Project is X months. The Project “Completion Date” is XXX.
- 4.2. Expenses incurred by the Recipient outside of this period will not be accepted by the Association without advance authorization of the CAI.
- 4.3. If the CAI does not receive a signed copy of this Agreement within 15 business days after the issue of the offer of Agreement, the Association may, at its sole discretion, cancel this Agreement.

5. **Use of Funds**

- 5.1. The Recipient shall use the funds awarded through this contribution for the sole purposes of the activities described in the Project proposal and approved addenda and for no other purpose, applying these funds only to the expenditures detailed in the approved budget as attached in **Attachment A**.
- 5.2. A transfer of funds between expenditure categories must be reported to CAI in the midpoint and/or final progress report (as noted in section 6).
- 5.3. The Recipient will be solely responsible for maintaining full and proper accounting and financial records to support all expenditures covered by this contribution. This includes the tracking of names, signatures, and numbers (if applicable) of honoraria and gift cards and their recipients.
- 5.4. The Recipient shall not use the funds for political donations. All funds are to be directed towards the activities described in the Project proposal and towards the intended purpose of the grant.

6. **Payment**

- 6.1. The Association agrees to pay to the Recipient the contribution in installments as follows:
 1. a first payment, representing 70 per cent of the Contribution Agreement amount, subject to receipt by the CAI of a signed Contribution Agreement from the Recipient;
 2. a second payment at the Project’s midpoint , representing 15 per cent of the Contribution Agreement amount, payable 30 days after the following has been received by the dates indicated below, and approved to the satisfaction of the CAI Community Grants Manager:
 - a. **A midpoint progress report** that describes progress against Project milestones, provides evidence of successful implementation of the Project, reports on Project indicators and outcomes, and, if applicable, provides evidence of meeting conditions noted in the Outcome Letter, using a reporting template provided separately by the CAI (referred to as the “midpoint report”), due XXX, 2020.

- b. **A financial statement of expenditures** against the Association contribution, for the period covering XXX, 2020 to XXX, 2020, signed by the person who prepared it and an authorized representative of the _____, due XXXX, 2020.
- 3. a final payment after the Project's end , representing 15 per cent of the Contribution Agreement amount, payable 45 days after the following has been received by the dates indicated below, and approved to the satisfaction of the CAI Community Grants Manager:
 - c. **A final report** that describes progress against Project milestones, provides evidence of successful implementation of the Project, and reports on Project indicators and outcomes using a reporting template provided separately by the CAI (referred to as the "final report"), due XXX.
 - d. **A financial statement of expenditures** against the Association contribution, for the period covering XXX to XXX, signed by the person who prepared it and an authorized representative of the , due XXX.
- 6.2. The Recipient shall ensure that all costs submitted to the CAI and the Association hereunder as part of the contribution amount are net of any Input Tax Credits or other forms of rebate of the Goods and Services Tax (GST) to which the Recipient may be entitled.

7. Reporting Procedure

- 7.1. The Recipient shall ensure that required reports as outlined in Clause 6 of this agreement utilize reporting templates issued by the CAI at a later date.
- 7.2. Upon request by the CAI and/or the Association, and without excessive delay, the Recipient shall provide information requested concerning the Project and activities funded through this Agreement.

8. Obligations of the Recipient

- 8.1. During the term of this Agreement, the Recipient shall:
 - 1. take all reasonable steps to carry out activities within the stated timeline, work in accordance with good business practice, and comply with all terms of this Agreement;
 - 2. disclose to the CAI Community Grants Manager without delay any fact or event of which the Recipient becomes aware that would or might compromise the implementation of the Project, either in the short or long term;
 - 3. cooperate with, and comply with all reasonable requests for information from, the CAI and its third-party evaluation partners; and
 - 4. comply with all applicable laws and ensure that Project related information is managed in accordance with the *Freedom of Information and Protection of Privacy Act* (FIPPA) and / or *Personal Information Protection Act* (PIPA).

9. Obligations of the Association and the CAI

9.1. During the term of this Agreement, the Association and/or the CAI shall:

1. ensure that the Recipient receives clear and timely communications related to the management and delivery of their Project;
2. ensure the timely transfer of resources to the Recipient, subject to the Recipient's fulfillment of the terms and conditions of this Agreement;
3. consider the Recipient's requests for assistance and support, especially in the areas of reporting, communications, and capacity building in relation to the Project;
4. ensure that the Recipient receives clear communication about the use of information requested; and
5. take reasonable steps to protect the confidentiality of information supplied by the Recipient, unless authorized to release by the Recipient, in accordance with the *Freedom of Information and Protection of Privacy Act* (FIPPA) and / or *Personal Information Protection Act* (PIPA).

10. Project Administration and Leadership

10.1. All grant funds provided for the Project will be received and administered by the Recipient.

10.2. The Project will be undertaken by , in partnership with multiple organizations. The reporting entity on behalf of the , is the Recipient.

11. Public Communication

11.1. The Recipient will acknowledge the support of the CAI, the Ministry of Mental Health and Addictions, and the Overdose Emergency Response Centre on any reports, publications, materials or products generated from or about the Project.

11.2. The Recipient will notify and forward information to the CAI about all media coverage of the Project.

12. Amendment

12.1. This Agreement may only be modified by a written amendment between the Association and the Recipient if authorized by the CAI.

13. Indemnification

13.1. With reference to the activities funded under this Agreement, the Recipient must indemnify and save harmless the Association and CAI, and their respective employees and agents, (the "Indemnified Persons") from any losses, claims, damages, actions, causes of action, costs and expenses of any nature that an Indemnified Person may sustain, incur, suffer, or

be put to at any time, either before or after this agreement ends, which relate in any way to this Agreement, except liability caused by the negligence of the Indemnified Persons.

13.2. Section 13.1 shall survive the termination of this agreement.

14. **Termination**

- 14.1. Failure to comply with the terms of this Agreement may result in termination of contribution payments, at the discretion of the CAI.
- 14.2. Upon giving written notice to the Recipient, the Association may terminate the Agreement for default, in whole or in part, either immediately, or at the expiration of a correction period specified in the notice if the Recipient has not addressed the default to the satisfaction of the CAI within the correction period (typically 60 days).
- 14.3. In the event that the Recipient provides the Association with a notice to terminate, the Recipient will be deemed to have defaulted on the terms of the Agreement and the Project will be terminated. All Project funds and expenditures from the Commencement Date to the date of the Recipient's notice to terminate must be accounted for and remaining funds must be returned to the Association.
- 14.4. In the event of termination, any funds remaining from earlier contribution payments that have not been expended on Project activities must be returned forthwith to the Association.
- 14.5. In addition, the Association expressly reserves all legal rights and remedies available under general laws of Canada in the event of termination including the right of set off.

15. Notices and Contact Information

15.1. All notices and communications concerning this Agreement shall be addressed as follows:

For the Community Action Initiative:

Provincial Secretariat Director
Community Action Initiative
1183 Melville Street
Vancouver, BC V6E 2X5
604.638.1172
1.877.456.9085
info@communityactioninitiative.ca

For the Recipient:

IN WITNESS WHEREOF the parties have executed this agreement on the day first written above.

For the Recipient:

NAME:
TITLE:

Date

in the presence of

For the Association/CAI:

NAME:
TITLE:

Date

in the presence of

Attachment A – Approved Budget