

Community Economic Development and Diversification: Adaptation Fund

Funding Agreement

- 1 The Ultimate Recipient agrees to provide no less than 20% of the costs of the Eligible Project which would be considered Eligible Costs under this Agreement.
- 2 The PEC Chamber shall not contribute more than \$20,000 of the Contribution to an Eligible Project.
- 3 The Ultimate Recipient agrees to enter into this Funding Agreement with The Prince Edward County Chamber of Commerce for the carrying out of an Eligible Project.
- 4 The parties maintain proper and accurate accounts and records of the Eligible Project for a minimum of 6 years after the date of completion of the Eligible Project;
- 5 The right of the Minister to audit, or cause to have audited, the accounts and records of the Ultimate Recipients and to have a right of access to Eligible Project site and the books and accounts of the Ultimate Recipients consistent with the monitoring and audit rights contained in Section 7 of this Agreement;
- 6 The release by the Ultimate Recipient to The Prince Edward County Chamber of Commerce, upon request and in a timely manner, for the purpose of releasing to the Auditor General of Canada, all records held by the Ultimate Recipient, or by agents or contractors of the Ultimate Recipient, relating to the relevant Eligible Project and the use of funds; and such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General may request relating to any part of this Agreement or the use of funds;
- 7 The monitoring and regular reporting requirements which will enable The Prince Edward County Chamber of Commerce to fulfill its reporting requirements under this Agreement;
- 8 The indemnification by the Ultimate Recipient of The Prince Edward County Chamber of Commerce and Her Majesty in form and substance as set out in Section 11;
- 9 The compliance with all federal, provincial, territorial, municipal and other applicable laws governing the Ultimate Recipient or the Eligible Project, or both, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection;
- 10 In the case of non-repayable contributions, that any assets acquired, constructed, rehabilitated or improved with the funds provided under the Contribution will not be sold or otherwise disposed of without prior written approval for the term of the Funding Agreement;
- 11 The consent by the Ultimate Recipient to being contacted by the Minister in relation to success stories, announcements, ceremonies and other communications activities and which specify that:
 - (i) The Ultimate Recipient acknowledges the federal government's role in the funding provided through this Agreement;
 - (ii) The Ultimate Recipient consents to a public announcement of their project by or on behalf of the Minister in the form of a news release and/or event;
 - (iii) the Minister, through the Agency and the Recipient, shall inform the Ultimate Recipient of the date the public announcement is to be made, and the Ultimate Recipient shall maintain the confidentiality of the funding agreement until such date;
 - (iv) the Ultimate Recipient must consent to the participation of the Minister or the representatives at the announcement event of the Eligible Project, and to have the event take place on a day mutually agreed upon by the Ultimate Recipient and the Minister or its representatives;
 - (v) the Ultimate Recipient agrees to a media/public event upon completion of the Eligible Project with the Minister or s designated representatives at mutually agreeable venue, time and date; and
 - (vi) the Ultimate Recipient must agree to display promotional material and/or signage provided by the Agency at the event.