INTERMINISTERIAL WOMEN'S SECRETARIAT GRANT

FUNDING AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20_____.

BETWEEN: **GOVERNMENT OF PRINCE EDWARD ISLAND**, as represented by Minister of Social Development and Seniors and the Minister Responsible for the Status of Women
(hereinafter referred to as "Government")

OF THE FIRST PART

AND: **LEGAL ORGANIZATION**., is a non-profit corporation registered under the laws of Prince Edward Island, located _____
(hereinafter referred to as the "Recipient")

OF THE SECOND PART

WHEREAS the Government is providing funding under this Agreement for the Project _____, as described in Schedule "A" attached hereto;

AND WHEREAS the Recipient has agreed the receipt of this funding for services on certain terms and conditions as more particularly set out in this Agreement;

NOW THEREFORE in consideration of the mutual promises contained in this Agreement, the Parties agree that the terms and conditions of their relationship are as follows:

Covenants of the Recipient and the Government

1. The Recipient shall perform the services, assume all those responsibilities and diligently execute all those duties described in the attached Schedule "A" (the "Work"), in a manner satisfactory to the Government.

2. (a) Subject to the termination clause contained in the Termination section of this Agreement, the terms of this Agreement shall commence on the XX day of XXXX, 2026 and end on the XX day of XXXX 2026.

   (b) Subject to the termination clause contained in the Termination section of this Agreement and notwithstanding the date of signing of this Agreement, it is acknowledged by both Parties that the Recipient commenced the performance of the Work on the XX day of XXXX, 2026. It is further agreed that the amount of $XX,XXX

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is the maximum amount to be paid for the Work and includes all amounts which may be owed for Work since the XX day of XXXX, 2026.

Payments, Records and Accounts

3. The Government shall make payments to the Recipient in the following manner.

(a) Payments for the Work shall be as described in Schedule "B" attached hereto. For greater certainty it is hereby acknowledged that the Recipient may receive additional funding from Government for other services not forming part of the Work and that such funding does not form any part of this Agreement.

(b) The Recipient shall keep proper accounts and records of the cost to the Recipient of the Work and of all expenditures or commitments made by the Recipient under this Agreement including the related invoices, receipts and vouchers. Such accounts, invoices, receipts and vouchers shall, at all times, be open to audit, copying, extracting information and inspection by the authorized representatives of Government. The Recipient shall provide all facilities for the audits, inspections, copying and extractions and shall provide Government and its authorized representatives with all information that is requested from the accounts, records, invoices, receipts and vouchers.

(c) The Recipient agrees that, should Government inspection of the accounts and records of the Recipient require further information from the Recipient in relation to the funding, funding payments by Government to the Recipient may be held back until Government has confirmed the account and records are consistent with the terms of the Agreement.

(d) Subject to statutory limitations, the Recipient shall not, without the written consent of Government, dispose of the accounts, records, invoices, receipts and vouchers related to this Agreement, but shall preserve and keep the same available for audit, copying, extracting information and inspections at any time.

Conditions of Agreement

4. (a) The Parties agree that the Recipient shall act as an independent Recipient and that it is entitled to no other benefits or payments whatsoever than those specified in the Payments, Records and Accounts section of this Agreement.

(b) The Parties agree that entry into this Agreement will not result in the appointment or employment of the Recipient or any officer, clerk, employee or agent of the Recipient, as an officer, clerk, employee or agent of Government, nor shall the *Civil Service Act*, R.S.P.E.I. 1988, Cap. C-8 apply.

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5. (a) The Recipient agrees to accept sole responsibility to submit any applications, reports, payments or contributions for sales taxes, income tax, Canada Pension Plan, Employment Insurance, Workers' Compensation assessments, goods and services tax, harmonized sales tax, or any other similar matter which the Recipient may be required by law to make in connection with the Work.

(b) The Recipient agrees to accept sole responsibility to comply with all federal, provincial and municipal legislation which may have application to the Work and agrees to comply with all provincial and federal legislation affecting conditions of work and wage rates including the *Employment Standards Act* R.S.P.E.I. 1988, Cap E-6.2,. the *Workers Compensation Act* R.S.P.E.I. 1988, Cap. W-7.1 or any other laws that impose obligations in the nature of employers' obligations. The Recipient agrees to follow the Public Service Commission Human Resource Policies 9.05 Violence in the Workplace Policy; 9.08 Drug, Alcohol, and Medication Policy; and 11.01 Policy for the Prevention and Resolution of Harassment in the Workplace while working on Government sites, in Government vehicles or alongside Government staff.

(c) The Recipient, before undertaking any Work shall provide to Government either a certificate of good standing by the Workers Compensation Board or written confirmation from the Workers Compensation Board that such certificate is not required.

(d) The Recipient agrees to accept the full cost of doing those things required under this paragraph and will not charge or seek reimbursement from Government in any way, such costs having been taken into consideration and included in the rates of payment stipulated in the Payments, Records and Accounts section of this Agreement.

6. Any payment under this Agreement is subject to a provincial appropriation for the payment being approved by the Legislative Assembly of Prince Edward Island for Government's fiscal year in which payment is to be made.

Reports

7. (a) The Recipient shall make a midterm report to government not later than the XX day of XXXX, 2026, reporting on the budget and activities.

(b) The Recipient shall, in addition to performing the Work in Schedule "A", prepare and submit a draft final report on the Work as described in Schedule "A", including outlining the budget allocation for the $XX,XXX, for review and approval of Government not later than the XX day of XXXX, 2026. Government shall either signify its approval or note the deficiencies in writing to the Recipient within ten (10)

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days of its submission. The final report shall be submitted to Government not later than the XX day of XXXX, 2026 unless the parties agree otherwise in writing.

Administration

8. Government shall provide such support, direction, decisions and information to the Recipient as it deems necessary or appropriate under this Agreement and may appoint a person to administer this Agreement and communicate with the Recipient.

Communications

9. (a) The Recipient shall ensure that the Recipient's communications products, including but not limited to publications and presentations, related to or resulting from the Work:

i.) identify the following funding source as follows, unless otherwise agreed to in writing by the Government:

Funded by the Government of Prince Edward Island Interministerial Women's Secretariat with financial support from the Government of Canada Department for Women and Gender Equality in support of the National Action Plan to End Gender Based Violence.

ii.) are submitted to Government for review and approval prior to use. The Government will provide direction to the Recipient on how, and to whom, the communication products in relation to the Work are communicated.

(b) Whenever Government of Prince Edward Island's visual identity is used (both online and physical), with respect to this Agreement (including Work performed under the Agreement), the Government of Canada's visual identity must be used as well.

Termination

10. Notwithstanding other provisions of this Agreement, Government may terminate this Agreement in its entirety, or any part thereof, at any time by a notice in writing, signed by or on behalf of Government and delivered to the Recipient by hand delivery, mail to the Recipient's last known place of business, facsimile transmission, or electronic communication. This Agreement shall be determined to have ended upon the date of delivery, sending by electronic communications or mailing of such notice in which event the Recipient shall have no further claim against Government, except that the Recipient will be paid pursuant to and in accordance with the provisions of the Payments, Records and Accounts section of this Agreement for the Work performed up to the date of termination by written notice. Such payment shall include all firm commitments made by the Recipient prior to the receipt of the notice and for which the Recipient is liable for payment, less any sums paid by Government to the Recipient on account.

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11. Notice in this Agreement is deemed to have been effected on the day of delivery in person, facsimile, electronic communication, or upon mailing of the notice.

Confidentiality and Copyright

12. Any and all information, knowledge or data made available to the Recipient as a result of this Agreement shall be treated as confidential information. The Recipient shall not directly or indirectly disclose or use the information, knowledge or data for purposes unrelated to the Agreement at any time without first obtaining the written consent of Government, unless the information, knowledge or data is generally available to the public.

13. (a) The Parties agree that all lists, reports, information, statistics, compilations, analyses, and other data generated or collected in any way as the result of the Agreement are for reporting, auditing, and other activities of Government under this Agreement and its programs, services and other initiatives, and are the exclusive property of Government and shall not be distributed, released, transmitted or used in any way, via any media, outside the purposes of this Agreement, by the Recipient, its employees, agents, servants and others for whom the Recipient is responsible, without the written consent of Government.

(b) The Recipient relinquishes all rights to the documents described herein subparagraph (a), including all rights and moral rights otherwise accruing to the Recipient pursuant to the Copyright Act R.S.C. 1985, c. C-42, regardless of the form and intellectual property rights therein.

(c) The Parties agree that, subject to the requirements in subparagraph (a) herein, data that the Recipient has collected or developed in the ordinary course of its operations, including its programs and services, is the exclusive property of the Recipient and the Recipient owns the copyright on all aspects of that data, including moral rights, accruing to the Recipient pursuant to the Copyright Act R.S.C. 1985, c. C-42. With respect to such data described herein subparagraph (b) that the Recipient has included within the documents described in subparagraph (a), the Recipient hereby grants to the Government an irrevocable, non-exclusive, non-sublicensable and non-transferable, royalty-free, fully paid up, and worldwide licence giving permission to the Government to use such data for purposes set out in this Agreement, particularly for purposes set out under subparagraph (a), and including the ability to copy, publish, translate, adapt, distribute or otherwise use the data in any medium, mode or format for any lawful purpose, and for the benefit of Prince Edward Island and its population.

Conflict of Interest

14. The Recipient warrants that as at the date of this Agreement, no conflict of interest, or any circumstance that might interfere with independent and objective exercise of judgment,

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exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Recipient shall immediately notify Government, in writing, if any such actual or potential conflict of interest should arise at any time during the Term. In the event Government discovers or is notified by the Recipient of an actual or potential conflict of interest, Government, in its sole discretion, may either:

(a) allow the Recipient to resolve the actual or potential conflict to the satisfaction of Government; or

(b) terminate the Agreement in accordance with the Termination section of this Agreement.

Freedom of Information and Protection of Privacy Act

15. The Recipient acknowledges that this Agreement, and information provided in respect of this Agreement may be subject to release under the *Freedom of Information and Protection of Privacy Act*, R.S.P.E.I. 1988, Cap. F-15.01. The Recipient may be consulted prior to release of any information.

16. The Recipient acknowledges and agrees that, in the event the Work involves the collection or use of personal information, it is subject to the *Freedom of Information and Protection of Privacy Act* and that personal information may not be released to any third party or unauthorized individual.

Indemnification and Insurance

17. The Recipient shall indemnify and hold harmless Government, its agents, representatives and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings of every nature and kind whatsoever arising out of or resulting from the performance of the Work (herein called the "Claim"), provided that any such Claim is caused in whole or in part by any act, error or omission, including, but not limited to, those of negligence, of the Recipient or anyone directly or indirectly employed by the Recipient or anyone for whom the Recipient may be liable.

18. The Contractor shall, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain, the following insurance with insurers and in forms and amounts acceptable to Government:

(a) Commercial General Liability insurance in an amount not less than $2,000,000 CAD inclusive per occurrence against bodily injury and property damages. Government of Prince Edward Island is to be added as an additional insured under this policy. Such insurance shall include, but not be limited to:
- Products and Completed Operations Liability;

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- Owner's and Contractor's Protective Liability;
- Blanket Written Contractual Liability;
- Personal Injury Liability;
- Non-Owned Automobile Liability;
- Cross Liability;
- Employees as additional Insureds;
- Broad Form Property Damage;
- If applicable, Tenant's Legal Liability in an amount adequate to cover a loss to premises of Government occupied by the Contractor.

(b) If Applicable, Automobile Liability insurance on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than $1,000,000 CAD.

(c) If Applicable, Professional Liability insurance in an amount not less than $2,000,000 CAD on a claims-made basis, subject to an annual aggregate limit of $2,000,000 CAD insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement. Such insurance shall continue for a term of six (6) years following completion of the Work.

(d) The policy or policies as required by this Agreement shall be in a form and with insurers satisfactory to Government. All required insurance shall be endorsed to provide Government with 30 days advance written notice of cancellation or material change. The foregoing insurance shall be primary and not require the sharing of any loss by any insurer of Government nor by any other form of recovery available such as the Provincial Self Insurance and Risk Management Fund. Certificate(s) of insurance and any renewals thereof shall be delivered to Government prior to execution of this Agreement. Default of delivery to Government or receipt by Government shall not be construed as acknowledgment or concurrence that there has been compliance with the terms of this Agreement.

General

19. This Agreement shall not be assigned or subcontracted in whole or in part by the Recipient without the prior written consent of Government.

20. This Agreement shall enure to the benefit of and be binding upon the parties hereto and, subject to the above assignment and subcontracting clause, their executors, administrators, successors and assigns.

21. This Agreement shall be interpreted and applied in accordance with the laws and in the Courts of the Province of Prince Edward Island.

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22. This Agreement, including Schedule "A", constitutes and expresses the entire agreement of the Parties hereto and any amendment or addition thereto shall be in writing and signed by the respective Parties.

23. The headings are inserted in this Agreement for reference only and shall not form part of the Agreement.

24. The provisions of this Agreement which, by their terms, are intended to survive or which must survive in order to give effect to continuing obligations of the Parties, shall survive the termination or expiry of this Agreement.

25. If any provision of this Agreement is, for any reason, invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the Parties as though the invalid provision had never been included in this Agreement.

IN WITNESS WHEREOF the Parties thereto have duly executed this Agreement as of the date first above written.

SIGNED, SEALED & DELIVERED)
In the presence of:)

_____)
Witness

Government of Prince Edward Island,
as represented by the Minister of Social Development and Seniors and Minister Responsible for the Status of Women

_____

SIGNED, SEALED & DELIVERED)
In the presence of:)

_____)
Witness

LEGAL NAME OF ORGANIZATION

_____
Authorized Signing Officer
Name:
Position:

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SCHEDULE "A"

TO AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
LEGAL NAME OF ORGANIZATION

DATED THE ___ DAY OF _____, 20__

STATEMENT OF WORK

The Recipient will apply the funding received under this Agreement towards the Project; _____.

The Work will include the following activities:

1. **Project Activities listed including evaluation**

2. **Preparing a comprehensive final report** with a full summary of the project activities and evaluation findings as detailed above**.**

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SCHEDULE "B"

TO AGREEMENT
BETWEEN
GOVERNMENT OF PRINCE EDWARD ISLAND
AND
LEGAL NAME OF ORGANIZATION

DATED THE ___ DAY OF _____, 20__

PAYMENT SCHEDULE AND AMOUNT

1. The Government will pay the Recipient the amount of $XX,XXX, exclusive of all applicable taxes, for the period of, the XX day of XXXX, 2026, to the XX day of XXXX, 2026 in two payments on the submission of an invoice and detailed financial statement outlining how the funds received under this Agreement have been spent to date, as follows:

Upon the Recipient signing this Agreement and upon returning the original signed copy of this Agreement to the Government	$XX,XXX
Upon completion of the Work and submission to the Government of a satisfactory final report	$XX,XXX

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