

Contribution Agreement

Parallel Runway Project

PARTICIPANT FUNDING PROGRAM

CONTRIBUTION AGREEMENT

Between

The Calgary Airport Authority

(hereinafter referred to as “the Authority”)

And

(NAME OF RECIPIENT)

(hereinafter referred to as “the Recipient”)

incorporated under the laws of **(CANADA, OR THE TERRITORY OR THE PROVINCE)**

Whereas consistent with environmental assessment practice under the *Canadian Environmental Assessment Act* hereinafter referred to as “the Act”), the Authority has established a participant funding program to be administered by the Authority to facilitate the participation of the public in the Parallel Runway Project Comprehensive Study;

Whereas a comprehensive study in relation to the proposed **Parallel Runway Project** (hereinafter referred to as “the Project”) is to be carried out under the Authority’s Environmental Assessment Program;

Whereas the Recipient intends to participate in the Comprehensive Study in relation to the Project;

Whereas the Authority is willing to make a contribution to the Recipient in a manner and upon the terms and conditions hereinafter set forth; and

Whereas the board of directors of the Recipient authorized **(NAME OF THE PERSON)** to execute this Agreement on the Recipient’s behalf **(INCLUDE IF THE RECIPIENT IS A CORPORATION)**.

Whereas the Recipient authorized **(NAME OF THE PERSON)** to execute this Agreement on the Recipient’s behalf **(INCLUDE IF THE RECIPIENT IS AN ABORIGINAL GOVERNMENT OR IF THE RECIPIENT IS NOT A LEGAL ENTITY)**.

Whereas the Band Council of the Recipient authorized **(NAME OF THE PERSON)** to execute this Agreement on the Recipient’s behalf **(INCLUDE IF THE RECIPIENT IS A BAND AS DEFINED UNDER THE INDIAN ACT)**.

Now therefore, this Agreement witnesses that in consideration of the mutual promises and covenants hereinafter contained, the parties hereto agree as follows.

1.0 Definitions

For the purposes of this agreement,

1.01 “Agreement” means this Participant Funding Program Contribution Agreement and includes all appendices attached hereto;

“Application” means the Recipient’s completed application for eligibility under the Participant Funding Program and includes all appendices attached thereto;

“Committee” means the Funding Review Committee appointed by the Authority;

“Comprehensive Study” means an environmental assessment that is conducted pursuant to sections 21 and 21.1 of the Act, and that includes a consideration of the factors required to be considered pursuant to subsections 16(1) and (2) of the Act;

“Eligible Costs” means those costs approved by the Authority and identified in Appendix “A” to this Agreement;

“Final Accounting” means a document (certified as accurate by the Recipient) containing:

- a) an itemized statement of and supporting invoices or receipts in support of all Eligible Costs incurred by the Recipient;
- b) an itemized list of all assets referred to in section 9.01; and
- c) an audited financial statement, if such statement is demanded under section 4.08.

“Fiscal Period” means the period or part of the period commencing January 1 and ending December 31 of any year during this Agreement;

“Parties” means the Authority and the Recipient;

“Program” means the Participant Funding Program established by the Authority with respect to the participation of the public in the Comprehensive Study; and

“Work Plan” means a description approved by the Authority of the work that will be done by the Recipient and partially paid for by the award of funds under this Agreement; the Work Plan shall be attached to this Agreement as Appendix B.

2.0 Obligations of the Recipient

2.01 If the Recipient is a corporation, a band council or an individual who is participating in the environmental assessment on his/her own behalf the Recipient shall proceed to participate in the Comprehensive Study in compliance with the Work Plan.

2.02 If the Recipient is one or more individuals who are receiving a contribution to facilitate an unincorporated organization’s participation in the environmental assessment: The Recipient shall ensure that (NAME OF UNINCORPORATED ENTITY) participates in the Comprehensive Study in compliance with the Work Plan as approved by the Authority.

2.03 The Recipient shall ensure that the monies received pursuant to this Agreement are spent entirely on Eligible Costs.

2.04 The Recipient shall ensure that information gathered pursuant to this Agreement or a summary thereof, is submitted to the Authority.

3.0 Financial Contribution of the Authority

- 3.01** Subject to section 3.03, the Authority will make a maximum contribution to the Recipient of **\$15,000** for Eligible Costs incurred as contemplated by this Agreement.
- 3.02** The Authority shall not contribute to any costs incurred by the Recipient prior to the effective date of this Agreement.
- 3.03** The contribution provided for in section 3.01 includes the costs for the goods and services tax (GST).

4.0 Payment Conditions

- 4.01** Unless the Authority agrees to make advance payments under section 4.02, following receipt of a claim (including copies of relevant invoices or receipts) acceptable to the Authority for payment of Eligible Costs paid by the Recipient, the Authority shall, subject to the limit established in section 3.01, reimburse the Recipient for the Eligible Costs that the Recipient incurred.
- 4.02** If requested in writing by the Recipient, an initial advance payment, not exceeding 75 per cent of the maximum contribution mentioned in section 3.01, may be provided to the Recipient based on the Work Plan and a cash flow forecast for the Fiscal Period in which the Eligible Costs will be incurred.
- 4.03** Subject to sections 4.04 and 4.05, where an initial advance payment has been made to a Recipient under section 4.02, the Authority may make subsequent advance payments to the Recipient, based on the Work Plan and cash flow forecast requirements for the applicable Fiscal Period, taking into account the progress of the Comprehensive Study, after the Authority is satisfied that the initial advance payment has been spent or is duly committed in writing for Eligible Costs.
- 4.04** In cases where the initial advance payment or part thereof has been spent, no subsequent advance payments to the Recipient will be considered until the supporting invoices or receipts have been provided to the Authority, and the Authority is satisfied that they substantiate the expenditure of the funds that were advanced.
- 4.05** Notwithstanding any other provision of this Agreement, 25 per cent of each payment made to the Recipient under sections 4.01, 4.02 or 4.03, shall be held back by the Authority and will only be remitted to the Recipient after the Recipient has provided a Final Accounting to the satisfaction of the Authority and has complied with section 9.01 of this Agreement, if applicable.
- 4.06** The Recipient shall provide a Final Accounting to the Authority within 60 days after the issuance of the draft Comprehensive Study to the public.
- 4.07** The invoices and receipts referred to in sections 4.01 and 4.04 and those that form a portion of the Final Accounting shall be sufficiently detailed to allow the determination of the type of services rendered for, or the assets purchased or leased by, the Recipient. The Recipient shall

certify in writing that these invoices and receipts reflect the true cost of the expenditures incurred.

- 4.08** The Authority reserves the right to demand that an audited financial statement, regarding the expenditure by the Recipient of all funds received by it under this Agreement, be submitted by the Recipient to the Authority. Such audited financial statement to be issued by an independent accountant duly qualified in the Province of Alberta to conduct such an audit.
- 4.09** The Recipient shall promptly inform the Authority in writing of any financial assistance that the Recipient has applied for, is to receive, has received or expects to receive in relation to the Recipient's participation in the Comprehensive Study.
- 4.10** The Authority may reduce the amount payable under this Agreement by such amount that the Authority may decide if the Recipient (or a party connected to or affiliated with the Recipient) receives or has received any contribution or other payment towards Eligible Costs from sources other than the Program. Any reduction under this section shall not exceed the amount received by the Recipient from other sources.

5.0 Acknowledgement

- 5.01** The Recipient recognizes that the Authority, in deciding to make the contribution, has relied on the truthfulness and completeness of the information provided by the Recipient, its representatives and agents.

6.0 Reimbursement to the Authority

- 6.01** If the Authority decides to abandon the Project, and the Authority decides to terminate the environmental assessment, the Authority shall pay only for those Eligible Costs incurred or irrecoverably committed prior to the decision. Any amount provided by the Authority to the Recipient under this Agreement that was not spent or irrecoverably committed for Eligible Costs at the time of the decision shall be paid forthwith by the Recipient to the Authority, and such amount shall constitute a debt owed to the Authority and may be so recovered.
- 6.02** Where the Authority makes a payment to the Recipient under this Agreement, and the Recipient is not entitled to the contribution, the Recipient does not spend or commit the funds received towards Eligible Costs, or for any other reason, the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the amount of the payment or the excess, as the case may be, shall be paid forthwith by the Recipient to the Authority, and such amount shall constitute a debt owed to the Authority and may be so recovered.
- 6.03** Interest at **5%** on any debt owed by the Recipient to the Authority under this Agreement shall be payable to the Authority.

7.0 Monitoring and Reporting Requirements

- 7.01** Up to and including 24 months after the final payment to the Recipient by the Authority pursuant to this Agreement, the Recipient shall, at its own expense:

- (a) preserve and keep proper books, accounts and records available for audit, examination, and duplication during business hours by the Authority or any person acting on the Authority's behalf; and
- (b) supply promptly, on request, such data regarding expenditures incurred pursuant to this Agreement as the Authority or any person acting on the Authority's behalf may require.

7.02 The Recipient shall provide reasonable access to its premises and records as requested by the Authority from time to time to allow the Authority or its representatives to review the materials described in Section 7.01.

8.0 Default

8.01 The following shall constitute events of default:

- (a) the Recipient becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (b) an order is made or resolution passed for the dissolution of the Recipient, or the Recipient is dissolved;
- (c) the Recipient has made misrepresentations to the Authority in respect of the Application;
- (d) the Recipient has provided any information in the Application that is false or misleading;
- (e) the Recipient has not met or satisfied a material term or condition of this Agreement; and
- (f) the Authority's contribution is not used for the purpose set out in section 2.01.

8.02 If an event of default has occurred, the Authority may at its discretion exercise one or more of the following options:

- (a) suspend any obligation by the Authority to contribute or continue to contribute, including any obligation to pay an amount owing before the date of such suspension;
- (b) terminate any obligation by the Authority to contribute or continue to contribute, including any obligation to pay an amount owing before the date of such termination; and
- (c) in cases described in paragraphs 8.01 (c) (d) (e) and (f), require the Recipient to pay forthwith to the Authority all or part of the amount received by the Recipient under this Agreement, and the amount to be paid by the Recipient under this paragraph is a debt owing to the Authority and may be so recovered.

9.0 Disposal of Assets

- 9.01** Within 60 days of the issuance to the public of the Comprehensive Study, the Recipient shall declare to the Authority any assets (excluding maps, reports, and analyses or copies thereof) of any kind purchased with funds provided under this Agreement.
- 9.02** Upon receipt of the declaration presented to the Authority concerning assets held by the Recipient, the Authority may require the Recipient to:
- (a) sell these assets at a fair market value and apply the funds realized from such sale to the eligible costs of the Project to offset the Authority's contribution to the Eligible Costs of the Project;
 - (b) turn over these assets to another person or organization designated or approved by the Authority;
 - (c) dispose of these assets in such other manner as may be determined by the Authority;
or
 - (d) keep these assets.

10.0 Notice

10.01 Any notice or correspondence to the Authority shall be addressed to:

Insert YYC address

or to such other address as designated by the Authority in writing.

10.02 Any notice or correspondence to the Recipient shall be addressed to:

(NAME OF CONTACT)

(TITLE)

(ADDRESS)

PHONE:

EMAIL:

10.03 Any notice to the Parties with respect to this Agreement will be effectively given if delivered or sent by letter or facsimile (postage or other charges prepaid) addressed to the Parties at the addresses as given in this Agreement or other addresses designated in writing by the Parties.

10.04 The Recipient shall promptly inform the Authority in writing of any changes to the address mentioned in section 10.02.

11.0 Indemnity

11.01 The Recipient shall indemnify and save harmless the Authority, its officers, employees and agents from and against any and all claims, loss, damages, claims or expense that they or any of them at any time incur or suffer as a result of or arising out of:

- (a) any injury or death of a person, or loss of or damage to property, caused or alleged to be caused as a result of the Recipient's participation in the Comprehensive Study;
- (b) any lien, attachment, charge, encumbrance or similar claim upon any property vested in the Authority under this Agreement;
- (c) the infringement or alleged infringement of patent, registered industrial design, copyright or other intangible property based upon the use thereof by the Recipient; and
- (d) the Authority's capacity as a provider of financial assistance under this Agreement, including without limitation any claim in respect of materials or services provided by a third party to the Recipient or to a contractor or subcontractor of the Recipient.

12.0 Consent to the Divulging and Copying of Certain Documents

12.01 The Recipient hereby gives consent to the Authority to provide a copy of this Agreement and the Recipient's Application to any person that the Authority deems appropriate in the circumstances.

12.02 The Recipient hereby allows the Authority to make copies of any written submissions made by the Recipient to the Authority for a Comprehensive Study and to use those copies for purposes related to the administration of its Environmental Assessment Program.

13.0 General

13.01 This Agreement shall not be assigned by the Recipient without the prior written consent of the Authority.

13.02 The Authority and the Recipient declare that nothing in this Agreement shall be construed as creating an association, joint venture or agency relationship between the Authority and the Recipient.

13.03 The Recipient shall comply with all federal, provincial and municipal laws for the duration of this Agreement including but not limited to statutes, regulations, by-laws, rules and ordinances.

13.04 The laws in force in the province of Alberta will govern the Parties to this Agreement and the interpretation of this Agreement.

13.05 The division of this Agreement into sections, subsections, paragraphs, sub paragraphs and headings is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

13.06 This Agreement is binding on the Recipient and his/her successors and permitted assigns.

- 13.07** The Recipient must include a statement indicating whether the Recipient or any people that may work on the Project have a possible conflict of interest and, if so, the nature of that conflict.
- 13.08** This Agreement may only be amended by mutual consent of the Parties in writing.
- 13.09** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all previous negotiations, communications and other agreements, whether written or verbal, between the Parties.
- 13.10** All representations, warranties, covenants and obligations contained in this Agreement on the part of each of the Parties shall survive the termination of this Agreement.

14.0 Effective date

14.01 This Agreement is effective on the date that it is signed by both Parties. *By signing this contribution agreement, the Parties acknowledge that they have read, understood and agree to the terms and conditions of this Agreement.*

THE CALGARY AIRPORT AUTHORITY

RECIPIENT

Per: _____

Per: _____

(Title)

(Title)

Date

Date

APPENDIX A: ELIGIBLE EXPENDITURES

Items	Amount
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Professional fees (excluding legal fees and staff salaries)	
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Travel expenses	
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Office Supplies	
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Etc...	
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Total	
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APPENDIX B

Approved Work Plan

General Work Plan:
Expense Descriptions: