

Veteran Support Partnership Program Contribution Agreement



An Agreement between:

The Royal Canadian Legion Dominion Command
hereinafter referred to as "the Legion"

hereinafter referred to as "the Recipient"

a. Purpose of Agreement

The purpose of this Agreement is to set out the terms under which the Legion will provide a contribution to the Recipient's project utilizing the Legion Poppy Fund for the contribution framework. The contribution assists with the eligible costs of the

Partnership in this project provides an opportunity for the Legion to partner in an activity that supports veterans.

b. Governing Terms

The parties agree that the terms and conditions set out in this document apply to the obligations of each party hereto and the parties agree to the following terms and conditions set out herein.

c. Governing Terms

This Contribution Agreement will be in effect from the date of the Legion representative's signature, and end on _____, subject to the termination by either party as provided herein.

d. Legion Contribution and Commitments

- i. The Legion agrees to make a contribution to the Recipient in an amount not to exceed _____ toward eligible costs verified in accordance with a financial statement, and to be paid to the Recipient in the _____ fiscal year.
- ii. The contribution payment will be paid as follows:
 - a lump sum payment in accordance with a financial statement which details the expenses incurred, and substantiates that the expenses have been paid by the Recipient **upon completion of the project and receipt of a final activity report.**
- iii. If it is determined that the contribution is not being expended in accordance with the terms of this Contribution Agreement, it may lead to an early termination of the approved undertaking. Failure to submit financial statements and performance reviews, upon the request of the Legion, will result in the non-payment of the contribution to the Recipient until the outstanding reviews are submitted.
- iv. Should the source Poppy Fund be reduced there could be a reduction or cancellation of the Contribution Agreement and a corresponding reduction in the parties' responsibilities and in the project deliverables.
- v. The Agreement may be terminated by either party giving **ninety (90) days** notice in writing to the other party.
- vi. By providing this contribution, the Legion does not assume any further or on-going responsibility or commitment with respect to the project, either during the term of the Agreement or after its expiry.
- vii. No agency or master – servant relation is established by this Agreement.
- viii. The Legion will provide the Recipient access to Legion policies and program information and will support the project by facilitating consultation with the applicable Legion representatives at all levels, and may direct periodic reviews by Legion staff during the term of the Agreement, if applicable.

- ix. Joint activities or initiatives involving another government, a company, an organization, a group or an individual must be communicated in a manner that is fair and equitable to all parties. **The Legion retains the right to establish the communications roles and responsibilities of the parties involved, with respect to official languages, corporate identity, visibility, publishing, marketing and promotional activities.**

Any “communications” activities must be discussed and approved by the Legion to ensure that promotion, advertising, etc. comply with the Legion Communications Policy.

When informing the public or publishing information about the partnering activities, contributions of all participants must be fairly acknowledged and attributed. As required under this agreement, the “Legion” logo must be used when identifying the Legion’s participation. If there is more than one level of Legion contribution involved in the partnership the applicable branch or provincial logo with identifier will also be required.

The Recipient, in consultation with the Legion, will determine the target audience and the language needs surrounding the project. When both parties agree that the target audience is composed of both official linguistic communities, the Recipient shall, with respect to the activity/project:

- make any announcements to the public in both official languages;
 - actively offer services to members of the public in both official languages;
 - make available in both official languages any documents for the general public;
 - encourage members of both official linguistic communities to participate in them; and
 - organize them, when appropriate, in such a manner as to meet the needs of the two linguistic communities.
- x. The Legion will publish and make regular announcements of its investments through its Marketing and Public Relations Departments and your project will be part of those announcements. In addition, all projects receiving funding will be posted on the Legion Web site.

Recipient’s Commitments

e. Project Undertaking

- i. The Recipient shall complete the project in accordance with the application submitted _____ and titled _____. To achieve the deliverables of the project, the Recipient shall:
- _____;
 - _____;
 - _____;
 - _____;
 - ensure the Legion’s support of this project will be profiled in publications and press releases. Refer to section D. ix.; and
 - ensure the requirements as set out in the D.ix are met. Refer to section D.ix.
- ii. The Recipient shall provide a report substantiating the deliverables, as outlined in Section E.i, have been fulfilled.

f. Financial Management

- i. Expenditures that are subject to payment by the Legion and are eligible project-related expenses include the following:
- costs associated with _____;
 - costs associated with _____;
 - costs associated with _____;
 - costs associated with _____;
 - other applicable costs in relation to the Recipient’s commitments as deemed acceptable by the Legion.

- ii. No part of the contribution shall be used to cover any expenditures by the Recipient made prior to or after the effective term of the Agreement.
- iii. Expenses are to be project-based and not ongoing operational costs.
- iv. Claims for payment must include a financial statement which details the individual expenses incurred and substantiates that the expenses have been paid by the Recipient.
- v. The Recipient accepts accountability for demonstrating good management practices in financial planning, expenditure control, and reporting with respect to eligible costs incurred to complete the project. The Recipient agrees to adhere to generally accepted accounting practices. This accountability may be verified through the annual audit reports prepared by the organization's official auditors. Where such a report is prepared, the Recipient shall provide a copy to the Legion within thirty (30) calendar days of its release.
- vi. The Legion is responsible for determining whether Recipients have complied with the terms and conditions applicable to the contributions. This responsibility includes the audit of Recipients when deemed necessary. An audit of a Recipient of a contribution may be undertaken by a Legion audit group or by an auditor under contract to the Legion.
- vii. The Recipient may use the contribution provided under the Agreement only for the purposes set out in the Agreement and in accordance with the budget to be submitted by the Recipient.

g. Financial Reporting

- i. During the project, the Recipient agrees to provide, upon written request from the Legion, a financial statement of project expenditures identifying the eligible costs, and project revenues if applicable. The Recipient will include all supporting documents required under this Agreement including any performance review requested by the Legion and required for that period.
- ii. **The Recipient shall, within sixty (60) days of the termination of the Agreement, submit to the Legion a final expenditure claim and a report outlining the accomplishments of the project.** There will be no obligation for the Legion to provide any contribution in respect to any request for reimbursement toward eligible costs submitted by the Recipient more than ninety (90) days after the termination of this Agreement.

h. Delegated Project Authorities

The Legion designates the _____, as his representative for the purpose of this Agreement.

The Recipient designates the _____ as the delegate for the purpose of this Agreement.

The respective project coordinators may be contacted as follows:

Name and Address: _____

Name and Address: _____

Telephone: _____

Telephone: _____

Email: _____

Email: _____

i. Notice

- i. Any notice, request, direction or other communication required to be given or made under this Contribution Agreement shall be in writing and shall be deemed to be sufficiently given if sent by registered mail, or by facsimile, or by delivery person to the other party at the addresses set out above in H.2.
- ii. Such notice, request, direction or other communication shall be deemed to have been received ten (10) business days after mailing if sent by registered mail, and the following business day if sent by telegram, facsimile or delivery in person.

This Contribution Agreement is executed on behalf of the Recipient and on behalf of the Legion by their duly authorized officers.

IN WITNESS WHEREOF, having read the Agreement, the parties have signed:

For _____

as represented by the _____

at _____ this _____ day of _____ Year _____

Per: _____

Name

Witness

For THE ROYAL CANADIAN LEGION DOMINION COMMAND

as represented by the _____

at _____ this _____ day of _____ Year _____

Per: _____

Name

Witness