

FOREST SECTOR SAFETY MEASURES PROGRAM
CONTRIBUTION AGREEMENT [ANNOTATED]

This Agreement made in duplicate effective as of the ____ day of _____, 2020.

BETWEEN:

FOREST RESOURCE IMPROVEMENT ASSOCIATION OF ALBERTA

(hereinafter called “**FRIAA**”)

- and -

(hereinafter called the “**Ultimate Recipient**”)

WHEREAS Natural Resources Canada has provided financial assistance through its COVID-19 Safety Measures in Forest Sector Operations Program for distribution amongst certain Small or Medium-Sized Enterprises that qualify for such financial assistance under FRIAA’s Forest Sector COVID Safety Measures Program (the “**Program**”) to defray the associated incremental and extraordinary costs of compliance with public health orders issued in respect of COVID-19.

AND WHEREAS FRIAA is willing and able to distribute said financial assistance toward those Eligible Expenditures Incurred and Paid by certain Small or Medium-Sized Enterprises in the manner and upon the terms and conditions set out in this Agreement.

AND WHEREAS the Ultimate Recipient has received goods and services described hereinafter to put in place measures that qualify for the relief contemplated under the Program to comply with the said public health orders issued in respect of COVID-19.

NOW THEREFORE in consideration of the premises and covenants herein the Parties agree as follows:

1. INTERPRETATION

1.1 In this Agreement

- (a) “**Contribution**” means the funding provided by FRIAA under the terms and conditions of this Agreement;
- (b) “**Eligible Expenditures**” means any expenditures Incurred and Paid by the Ultimate Recipient for which the Ultimate Recipient has submitted a claim for payment to FRIAA, including Contributions provided to the Ultimate Recipient within the Eligible Expenditure Period in accordance with the terms and conditions of this Agreement and including as follows:
 - (i) salaries and benefits, including employee development, training, education, publications and communications (extra kitchen staff, *etc.*);
 - (ii) contractors, and management, professional and technical services (health screening, monitoring, risk assessments, *etc.*);

- (iii) routine laboratory and field equipment maintenance;
- (iv) enhanced hygiene and cleaning, materials and supplies, machinery and equipment (personal protective equipment, handwashing stations, *etc.*);
- (v) transportation rental, operation and maintenance (“work pods”), rental, upgrading or expansion of facilities (camps);
- (vi) travel expenses including accommodation, and venue expenses;
- (vii) self-isolation and other costs; and
- (viii) GST, PST or HST, net of any tax rebate to which the Ultimate Recipient is entitled

and shall be:

- (ix) incremental expenses directly related to the implementation of COVID-19 health and safety measures (*e.g.* personal protective equipment, handwashing stations, extra vehicles and accommodations in work camps, extra sanitation efforts and facilities for self-isolation in work camps);
- (x) incremental, discrete, and distinguishable from other changes in revenues or productivity (*e.g.* lost revenues from reduced sales effectiveness shall not be Eligible Expenditures);
- (xi) incurred at places of work or work camp location (*i.e.* personal COVID-related costs such as the cost of employees isolating at home shall not be Eligible Expenditures);

and shall not be:

- (xii) in-kind costs, being contributions of goods and services provided by the Ultimate Recipient or other contributors;
- (xiii) expenses incurred by provincial and territorial governments for program administration, information dissemination and training on COVID-related health and safety requirements, monitoring, enforcement and any other provincial and territorial residual costs;
- (xiv) expenses that have already been covered by payments from other sources (*e.g.* already transmitted to and paid by large forest sector companies by way of higher fees);
- (xv) expenses and costs associated with the activities already supported under other federal or provincial programs, however, the Ultimate Recipient can apply to or benefit from other federal or provincial government COVID-related or other funding programs, provided such funding or other contributions do not directly support the implementation of COVID-19 safety measures.

- (c) **“Eligible Expenditure Period”** means the period starting on April 1, 2020, through March 15, 2021;
- (d) **“Event of Default”** has the meaning set forth in Article 10.1.
- (e) **“Fixed Asset”** means a tangible non-current asset, including buildings and equipment, acquired not for sale but for use relating to Eligible Expenditures during the Eligible

Expenditure Period;

- (f) **“Incurred and Paid”** means, in relation to an Eligible Expenditure, an Eligible Expenditure that the Ultimate Recipient has paid for;
 - (g) **“Intellectual Property”** means any intellectual property recognized by law, including any intellectual property right protected through legislation including governing patents, copyright, trade-marks, and industrial designs;
 - (h) **“Interest Rate”** means the Bank Rate, as defined in the federal *Interest and Administrative Charges Regulations*, in effect on the due date, plus 300 basis points, compounded monthly. The Interest Rate for any given month can be found at: tpsgc-pwgsc.gc.ca/recgen/txt/taux-rates-eng.html;
 - (i) **“NAICS Codes”** means the following codes set out under the North American Industry Classification Systems: 113 (forestry and logging), 1153 (support activities for forestry), 321 (wood product manufacturing), and 322 (pulp and paper manufacturing);
 - (j) **“NRCan”** means Her Majesty the Queen in Right of Canada represented by the Minister of Natural Resources and any duly authorized officers or representatives;
 - (k) **“Party”** means either FRIAA or the Ultimate Recipient and **“Parties”** means both FRIAA and the Ultimate Recipient;
 - (l) **“Small or Medium-Sized Enterprise”** or **“SME”** means a forest sector small or medium-sized enterprise with employee count averages less than 500 employees within the last 12 months of the date of this Agreement including all employees on the payroll in Canada at the corporate level (not by facility or by work site) whose primary business activities fall within one of the following classifications in order of priority:
 - (i) tree planting companies (NAICS Code 1153),
 - (ii) silviculture survey companies (NAICS Code 1153),
 - (iii) contractors and service providers (NAICS Codes 113 or 1153); and
 - (iv) all other SMEs.
- 1.2 Schedule “A” and Schedule “B” attached hereto and forming part hereof are, by reference, identified and incorporated herein and form an integral part hereof and the term “Agreement” when used herein shall be deemed to include Schedule “A” and Schedule “B”.
- 1.3 The headings of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction of this Agreement.
- 1.4 Grammatical variations of the above defined items have similar meanings.
- 1.5 Words importing the singular include the plural and *vice versa* and words importing a gender include all genders.
- 1.6 Any references to dollars or currency are to Canadian dollars (\$CAD).
- 1.7 Any technical or industry specific words or phrases not otherwise defined herein shall have the meaning ascribed to such terms in the industry in which they are normally applied or used.
- 1.8 Any references to legislation or regulations include any amendments thereto or successor

legislation or regulations.

2. REPRESENTATIONS AND WARRANTIES

2.1 The Ultimate Recipient represents and warrants that:

- (a) it is a Small or Medium-Sized Enterprise;
- (b) the signatory to this Agreement has been duly authorized to execute and deliver this Agreement on its behalf;
- (c) the execution, delivery, and performance of this Agreement have been duly authorized and when executed and delivered will constitute a legal, valid, and binding obligation of the Ultimate Recipient enforceable in accordance with its terms;
- (d) all factual matters contained in its claim(s) and all supporting material submitted are true and accurate in all material respects, and that all estimates, forecasts and other related matters involving judgement were prepared in good faith and to the best of its ability, skill and judgement;
- (e) it is not entitled to receive and has not received federal, provincial, territorial or municipal government assistance or assistance from other sources other than the sources described below:
 - (i) FRIAA (Other program): \$ _____
 - (ii) Federal Government: \$ _____
 - (iii) Provincial Government: \$ _____
 - (iv) Territorial Government: \$ _____
 - (v) Municipal Government: \$ _____;
- (f) it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of Alberta or FRIAA, for or with a view to obtaining this Agreement any bribe, gift or other inducement and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement;
- (g) any person who has been lobbying on behalf of the Ultimate Recipient to obtain the Contribution and who is required to be registered pursuant to the *Lobbyists Act*, SA 2007, c.L-20.5 was registered pursuant to such Act at the time that the lobbying occurred; and
- (h) it has not, nor has any person, corporation or organization directly or indirectly paid or agreed to pay and covenants that it and they shall not directly or indirectly pay any person to solicit the Contribution for a commission, contingency fee or any other consideration dependent on the payment in whole or in part of Eligible Expenditures.

3. TERM

3.1 The Ultimate Recipient shall have Incurred and Paid Eligible Expenses during the Eligible Expenditure Period (the “**Term**”).

3.2 Should this Agreement be terminated before March 15, 2021, FRIAA shall be discharged from and

have no further obligations or liability under this Agreement other than payment in accordance with this Agreement for Eligible Expenses Incurred and Paid by the Ultimate Recipient up to the effective date of the termination.

3.3 The following provisions shall survive the expiration or termination of this Agreement for an additional three (3) years:

- (a) Article 2.1(e) - Funding from Other Sources;
- (b) Subarticle 4.5 - Return of Contribution Paid in Error
- (c) Article 5 - Disposition of Assets
- (d) Article 6 - Records, Audits and Inspections;
- (e) Article 7 - Access
- (f) Article 8 - Intellectual Property;
- (g) Article 9 - Indemnification;
- (h) Subarticle 10.2(d);
- (i) Article 11 - Reports;
- (j) Article 12 - Acknowledgement
- (k) Article 16 - Dispute Resolution.

4. PAYMENT OF ELIGIBLE EXPENDITURES

4.1 The payment of monies by FRIAA under this Agreement is subject to the availability of funds received from NRCan.

4.2 The payment of monies by FRIAA under this Agreement shall made on a reimbursement basis and shall only be made when:

- (a) FRIAA is in receipt of funds under its contribution agreement with NRCan for unconditional release;
- (b) FRIAA has complied with all of the requirements of its contribution agreement with NRCan; and
- (c) the Ultimate Recipient has complied with all of the requirements of the Request for Applications and this Agreement.

4.3 Payment by FRIAA to the Ultimate Recipient is also subject to the following conditions:

- (a) the amounts are payable according to the terms of this Agreement;
- (b) the Ultimate Recipient has submitted a satisfactory invoice indicating the amount of Eligible Expenditures for which payment is claimed;
- (c) the Ultimate Recipient agrees to and does submit in support of satisfactory invoices such time sheets, summaries and other documentation which may be required from time to time by FRIAA;

- (d) the Ultimate Recipient has certified, in the manner set out in Schedule “A” (Certification of Eligible Expenditures Incurred and Paid), that the Ultimate Recipient has Incurred and Paid for all Eligible Expenditures claimed; and
 - (e) the Ultimate Recipient has complied with all applicable federal, provincial and municipal laws, regulations and bylaws, public health orders issued in respect of COVID-19, and any valid bylaw, order resolution or procedure of FRIAA that expressly or by implication applies to the Ultimate Recipient in carrying out its activities in respect of which its claim(s) are submitted.
- 4.4 FRIAA reserves the right to unilaterally amend this Agreement and reduce the Contribution in proportion to any reduction in funding by NRCan.
- 4.5 FRIAA has the right to order the return of all or any portion of the Contribution paid in error to the Ultimate Recipient if it is determined, in FRIAA’s sole opinion, that the Ultimate Recipient’s claim is inaccurate or the Ultimate Recipient has been reimbursed or paid for any Eligible Expenditures by a third party and the Ultimate Recipient shall return to FRIAA that amount of the Contribution determined by FRIAA to have been paid in error within thirty (30) days of from the date of the order. If that amount is not returned by its due date, interest accrues at the Interest Rate for the period beginning on the due date and ending on the day before the day on which repayment to FRIAA is received. Any such amount is a debt due and owing to FRIAA and is recoverable as such.
- 4.6 FRIAA will not contribute to any Eligible Expenditure Incurred and Paid prior to or after the Eligible Expenditure Period.
- 4.7 Subject to the review of the Ultimate Recipient’s documentation supporting Eligible Expenditures to the satisfaction of FRIAA in FRIAA’s sole opinion, the Ultimate Recipient shall be paid for those Eligible Expenses in accordance with this Agreement.
- 4.8 The Ultimate Recipient must submit its final claim for payment for Eligible Expenditures to FRIAA not later than March 15, 2021.
- 4.9 Invoices shall detail the expenses and disbursements incurred by the Ultimate Recipient and details on the Eligible Expenditures that have been Incurred and Paid by the Ultimate Recipient.
- 4.10 The Ultimate Recipient shall to the satisfaction of FRIAA, acting reasonably, ensure that all Eligible Expenditures are Incurred and Paid in a manner that is transparent, competitive and consistent with value for money principles.
- 4.11 The Ultimate Recipient acknowledges that FRIAA must be satisfied in its sole discretion that all expenses incurred by the Ultimate Recipient are Eligible Expenditures.
- 4.12 FRIAA maintains the right, at its sole discretion, to withhold any payment until the Ultimate Recipient provides sufficient verification or information in relation to any matter for which FRIAA requests verification.
- 4.13 Payment shall be made by FRIAA to the Ultimate Recipient within ninety (90) days of receipt of acceptable invoices for Eligible Expenditures Incurred and Paid by the Ultimate Recipient.
- 4.14 In the event that NRCan determines that a legal duty to consult with Aboriginal groups is triggered in carrying out the Program, all of FRIAA’s obligations pursuant to this Agreement shall be suspended and any payments to be made pursuant to this Agreement shall be withheld from the moment that FRIAA is informed that a legal duty to consult has arisen until such time as that duty to consult is completed to NRCan’s satisfaction.

- 4.15 In the event that the Program becomes a “designated project” or a “project” as defined in the *Canadian Environmental Assessment Act* or the *Impact Assessment Act*, FRIAA may:
- (a) suspend payment to the Ultimate Recipient until such time as NRCan determines that such payments may be made under the Program; or
 - (b) terminate this Agreement with immediate effect by giving notice in writing to the Ultimate Recipient where following such termination no further Contribution will be disbursed under this Agreement.

In any event, FRIAA shall not be liable for any direct, indirect, consequential, exemplary, or punitive damages, regardless of the form of action, whether in contract, tort, or extra-contractual liability, or otherwise, arising from the suspension of payments or termination of this Agreement.

- 4.16 FRIAA may reduce or cancel the Contribution upon written notice to the Ultimate Recipient in the event that funding amounts from NRCan are changed for any reason during the term of this Agreement. In the event that FRIAA reduces or cancels the Contribution, the Parties agree to amend the Eligible Expenditures under this Agreement to take into account the reduction or cancellation of the Contribution.
- 4.17 Notwithstanding any other provision in this Agreement, the Parties agree that all decisions made by FRIAA with respect to the amount of the Contribution and the payment of monies to the Ultimate Recipient under this Agreement shall be final and binding upon the Ultimate Recipient.

5. DISPOSITION OF ASSETS

- 5.1 If, prior to March 31, 2021 and for three (3) years thereafter, the Ultimate Recipient sells, leases or otherwise disposes of any Fixed Asset excluding Intellectual Property, where the cost of the Fixed Asset is part of the Eligible Expenditures to which FRIAA has contributed under this Agreement, and where the proceeds of the sale, lease or other disposition are not applied to acquire assets in replacement of the Fixed Asset, the Ultimate Recipient shall immediately notify FRIAA in writing of such sale, lease or disposition and, if FRIAA so requires, the Ultimate Recipient shall share with FRIAA the proceeds of the sale, lease or any other disposition in the same ratio as that of the Contribution to the purchase of the Fixed Asset by the Ultimate Recipient, except that FRIAA's share shall not exceed the Contribution.
- 5.2 The Ultimate Recipient shall secure written consent from FRIAA before the disposal of any goods acquired or used in relation to the Eligible Expenditures that are either disposed of or cease to be used for such purposes prior to March 31, 2021 and for three (3) years thereafter.

6. RECORDS, AUDITS AND INSPECTIONS

- 6.1 During the Term and for three (3) years after the expiry or termination of this Agreement, the Ultimate Recipient shall, at its own expense:
- (a) keep proper and accurate books, accounts, and records of its revenue received and expenses Incurred and Paid in connection with its activities under the Program and keep its signed agreements with its suppliers, reports, evaluations, invoices, receipts, and vouchers relating thereto (all of the foregoing collectively the “**Documents**”) on its premises;
 - (b) keep proper and accurate records of all data, analyses and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the Eligible Expenditures;
 - (c) on demand, make available to FRIAA the Documents and permit FRIAA access to the

Ultimate Recipient's premises as may be required by FRIAA to examine and audit and take copies and extracts from such Documents, data, analyses and other scientific or technical assessments and reports and all information relating to the outputs and outcomes of the Eligible Expenses;

- (d) allow FRIAA, at FRIAA's own expense and discretion, to conduct a technical audit to verify that all measures were implemented and Eligible Expenditures were Incurred and Paid in accordance with this Agreement;
 - (e) allow FRIAA, at FRIAA's own expense and discretion, to conduct an audit to verify the accuracy of reports submitted in respect of the Eligible Expenditures; and
 - (f) on demand, make available to FRIAA reports of reviews or audits carried out by, or on behalf of, the Ultimate Recipient related to the use of the funding by Ultimate Recipients.
- 6.2 The Ultimate Recipient shall provide FRIAA, its auditors, agents and other authorized persons with such assistance as may reasonably be required when present on the Ultimate Recipient's premises to examine and audit any Documents. This right to enter upon the Ultimate Recipient's premises to examine and audit the Documents is limited to the purpose of ascertaining the Ultimate Recipient's compliance with this Agreement.
- 6.3 The Ultimate Recipient agrees that FRIAA has the right to provide in its sole discretion copies of any Document, data, analyses and other scientific or technical assessments and reports and all information relating to the outputs and outcomes of the Eligible Expenditures and any other review or evaluation or audit reports to NRCan.
- 6.4 Any Documents required to be kept and maintained pursuant to this Agreement are subject to the access and protection provisions of the *Freedom of Information and Protection of Privacy Act*, RSA 2000, c.F-25.
- 6.5 The cost of any audit, examination or report shall be payable by FRIAA, unless the audit, examination or report reveals non-performance, non-observance or breaches of this Agreement or indicates that the Documents were inadequate to permit a determination of how the Contribution was used by the Ultimate Recipient or the results that were achieved through the performance of this Agreement, in which case the cost shall be borne by the Ultimate Recipient.

7. ACCESS

- 7.1 The Ultimate Recipient shall provide FRIAA, FRIAA's representatives or other persons authorized by FRIAA, during the Eligible Expenditure Period and for a period of three (3) years thereafter, reasonable access to any premises to assess the Ultimate Recipient's activities relating to the Eligible Expenditures claimed or any element thereof, subject to providing twenty-four (24) hours written notice and complying with the Ultimate Recipient's safety requirements for such access.
- 7.2 The Ultimate Recipient shall provide FRIAA, FRIAA's representatives or other persons authorized by FRIAA access to:
- (a) all signed agreements with the Ultimate Recipient's supplier(s) of goods and services; and
 - (b) the Ultimate Recipient's operating plans, including annual performance expectations, with respect to the Contribution.

8. INTELLECTUAL PROPERTY

- 8.1 All intellectual property that arises in the course of the performance of this Agreement shall vest in the Ultimate Recipient, or be licensed to the Ultimate Recipient in the event that the Ultimate

Recipient's subcontractor retains title to such intellectual property.

- 8.2 The Ultimate Recipient shall supply to FRIAA any and all reviews, audits, reports and Documents as required by FRIAA, and the Ultimate Recipient hereby grants to FRIAA a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to applicable privacy legislation, make publicly available in any manner whatsoever such reviews, audits, reports and Documents (the "**Licensed Materials**") for its non-commercial purposes.
- 8.3 The Ultimate Recipient represents and warrants the following:
- (a) that the Licensed Materials will be free from infringement of any proprietary rights; and
 - (b) the work relating to the Licensed Materials is original or the Ultimate Recipient has acquired the right to use, publish, license and distribute the Licensed Materials on a world-wide basis; and
- 8.4 The Ultimate Recipient hereby agrees that FRIAA may, in respect of all reviews, audits, reports and Documents supplied by the Ultimate Recipient to FRIAA, grant to NRCan a non-exclusive, irrevocable, world-wide, free and royalty-free license in perpetuity to use, modify, and, subject to the federal *Access to Information Act*, make publicly available such reviews, audits, reports and Documents for non-commercial governmental purposes.

9. INDEMNIFICATION

- 9.1 The Ultimate Recipient shall be liable to FRIAA, its directors and officers, employees, contractors and agents, for any and all costs, losses, damages and expenses whatsoever which FRIAA may sustain, pay or incur as a direct result of or in direct consequence of any defective performance or non-performance of this Agreement, and as a direct result of the negligence or misconduct of the Ultimate Recipient. Such liability shall survive the expiry or termination of this Agreement.
- 9.2 The Ultimate Recipient shall indemnify and hold harmless FRIAA, its directors and officers, employees, contractors and agents, from any and all claims, demands, actions and costs whatsoever that may arise directly out of any act or omission of the Ultimate Recipient, its directors, officers, employees contractors or agents, in the performance by the Ultimate Recipient of this Agreement, and as a direct result of the negligence, conduct or misconduct of the Ultimate Recipient, its directors, officers, employees, contractors or agents. Such indemnification shall survive the expiry or termination of this Agreement.
- 9.3 FRIAA shall not be liable nor responsible for any costs, losses, damages and expenses whatsoever that may be suffered or sustained by the Ultimate Recipient, its directors, officers, employees, contractors or agents in the performance of this Agreement as a result of or in consequence of any performance, purported performance or non-performance of this Agreement, except to the extent that such losses result from the intentional misconduct of FRIAA, its directors and officers, employees, contractors or agents.
- 9.4 The Ultimate Recipient shall indemnify and save harmless the Government of Canada, the Minister of Natural Resources and duly authorized officers or representatives of the Minister of Natural Resources and Natural Resources Canada, its employees, officers and agents from any and all claims for injury or damages arising from the activities of the Ultimate Recipient under this Agreement. Such indemnification shall survive the expiry or termination of this Agreement.

10. DEFAULT

- 10.1 FRIAA may declare that an event of default has occurred if:

- (a) the Ultimate Recipient becomes insolvent or is adjudged or declared bankrupt or if it 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 which is not being contested or appealed by the Ultimate Recipient or a resolution is passed for the winding up of the Ultimate Recipient or it is dissolved;
- (c) in the opinion of FRIAA, there has been a misrepresentation or breach of warranty under Article 2 (Representations and Warranties);
- (d) in the opinion of FRIAA, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of this Agreement has occurred;
- (e) any term, condition or undertaking in this Agreement is not complied with, including, without limitation, any of those in Article 4 (Payment of Eligible Expenditures), Article 5 (Disposition of Assets), Article 6 (Records, Audits and Inspections) and Article 7 (Access) and any such defect has not been cured by or remedied by the Ultimate Recipient within five (5) business days of written notice of such defect having been provided to the Ultimate Recipient;
- (f) the Ultimate Recipient neglects or fails to pay FRIAA any amount due in accordance with this Agreement;
- (g) the Ultimate Recipient uses all or any part of the Contribution other than for Eligible Expenditures; or
- (h) the Ultimate Recipient otherwise breaches any of the terms and conditions or its obligations pursuant to this Agreement.

10.2 If FRIAA declares that an event of default has occurred, in addition to all other remedies provided under contract law, FRIAA may exercise one or more of the following remedies:

- (a) suspend any obligation of FRIAA to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such suspension;
- (b) terminate any obligation of FRIAA to contribute or continue to contribute to the Eligible Expenditures, including any obligation to pay any amount owing prior to the date of such termination;
- (c) terminate this Agreement; and
- (d) direct the Ultimate Recipient to return all or part of the Contribution which has been paid to the Ultimate Recipient, together with interest from the date of demand at the Interest Rate, with the exception of an event of default listed in Paragraph 10.1(d). Any such amount is a debt due and owing to FRIAA and is recoverable as such.

For greater clarity, all above remedies are cumulative.

10.3 In the event of the appointment of a receiver over the assets and affairs of the Ultimate Recipient, FRIAA may, in its sole discretion, permit the receiver to carry out this Agreement prior to receivership, provided always that the receiver be obligated to the same extent and in the same manner as the Ultimate Recipient. FRIAA may, in its sole discretion permit the Contribution to be utilized by the receiver in a manner that is consistent with the bylaws, rules and policies of FRIAA, the Program and this Agreement all as if the receiver was the original Ultimate Recipient.

- 10.4 The fact that FRIAA does not exercise a remedy that FRIAA is entitled to exercise under this Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent FRIAA in any way from later exercising any other right or remedy under this Agreement or other applicable law.

11. REPORTS

- 11.1 The Ultimate Recipient shall upon FRIAA's written request submit such reports as may be required by FRIAA in a manner and format satisfactory to FRIAA.

12. ACKNOWLEDGEMENT

- 12.1 The Ultimate Recipient acknowledges that the Ultimate Recipient's name, the amount awarded and the general nature of the activities may, subject to applicable privacy legislation, be made publicly available by FRIAA or NRCan or both FRIAA and NRCan.

13. ASSIGNMENT

- 13.1 The Ultimate Recipient shall not assign this Agreement in whole or in part without the prior written consent of FRIAA and any assignment made without that consent shall be void and of no effect.

14. NOTICES

- 14.1 Claims for payment, requests, reports, notices, repayments and information referred to in this Agreement shall be sent in writing or by any method of telecommunication and, unless notice to the contrary is given, shall be addressed to the Party concerned at the following addresses:

(a) To FRIAA:

Todd Nash, General Manager
Forest Resource Improvement Association of Alberta
c/o MNP LLP,
Suite 1600, MNP Tower,
10235 101 Street NW,
Edmonton, Alberta, Canada. T5J 3G1
Telephone: (780) 429-5873
Facsimile: (780) 462-8643
Email: admin@friaa.ab.ca

(b) To the Ultimate Recipient:

- 14.2 Requests, notices and documents are deemed to have been received, if sent by registered mail, when the postal receipt is acknowledged by the other Party; by facsimile or email, when transmitted and receipt is confirmed; and by messenger or specialized courier agency, when delivered.

- 14.3 The Parties agree to notify each other in writing if the contact information set out above changes. This requirement will not cause or require an amendment.

15. LEGAL RELATIONSHIP

- 15.1 Nothing contained in this Agreement shall create the relationship of principle and agent, employer

and employee, partnership or joint venture as between the Parties.

15.2 The Ultimate Recipient shall not make any representation that:

- (a) the Ultimate Recipient is an agent of FRIAA; or
- (b) could reasonably lead any member of the public to believe that the Ultimate Recipient or its contractors or subcontractors are agents of FRIAA.

16. DISPUTE RESOLUTION

- 16.1 Subject to Paragraph 4.17, if a dispute arises concerning the application or interpretation of this Agreement, the Parties will attempt to resolve the matter through good faith negotiation and should direct negotiations fail, and the Parties give written consent, the dispute will be resolved through a dispute resolution process facilitated by a mutually acceptable mediator.
- 16.2 If the Parties cannot agree on a mediator, they shall ask the President or Executive Director of the Alberta Arbitration and Mediation Society to assist in the selection process.
- 16.3 The Parties shall share the cost of the mediator equally and shall bear their own costs incurred with respect to the mediator.
- 16.4 The mediation shall take place within the City of Edmonton.
- 16.5 No evidence of anything said or of any admission or communication made in the course of the mediation shall be admissible in any legal proceeding, except with the consent of both Parties.
- 16.6 Any resolution reached shall be based on the full participation of and evidenced in an agreement made between and executed by the Parties.

17. GENERAL

- 17.1 This Agreement, including the Schedules hereto, constitutes the entire agreement between FRIAA and the Ultimate Recipient with respect to the Contribution and supersedes and replaces all previous oral and written agreements, negotiations and understandings. There are no other agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.
- 17.2 The Ultimate Recipient agrees that the terms and conditions of this Agreement shall be binding upon and adhered to by the Ultimate Recipient and its directors, officers, employees, contractors and agents. The Ultimate Recipient further agrees that all consultants and subcontractors it may deal with in connection herewith (if any are allowed and approved by FRIAA) shall be required by the Ultimate Recipient to comply with and adhere to the said terms and conditions.
- 17.3 Each Party shall from time to time do all such acts and provide such further assurances and instruments as may reasonably be required to carry out the provisions of this Agreement according to their spirit and intent. The Ultimate Recipient shall execute whatever documents are required to implement and register these terms and conditions or the security interests granted hereunder.
- 17.4 FRIAA may, from time to time, waive the performance by the Ultimate Recipient of any provision of this Agreement, either before or after that performance is done, but a waiver
 - (a) is not effective or binding upon FRIAA unless it is in writing signed by FRIAA or under its authority; and
 - (b) does not limit or affect FRIAA's rights with respect to any other breach or non-

performance, whether previous thereto, subsequent, or in the future.

- 17.5 Time is of the essence of this Agreement.
- 17.6 Subject to Articles 4.4 and 4.16, the Parties shall not add to, delete from, vary or amend any provision of this Agreement except by written amending Agreement.
- 17.7 Subject to the restrictions herein against assignment or subcontracting by the Ultimate Recipient, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and assigns.
- 17.8 If any provision of this Agreement is found to be invalid at law by a court of competent jurisdiction, then such provision shall be deemed to be severed from this Agreement and the remainder of this Agreement shall not be affected and shall remain in full force to the extent permitted by law.
- 17.9 This Agreement shall be governed by the laws of the Province of Alberta and the Federal laws of Canada applicable therein, the forum for any legal proceedings relating to this Agreement is the Province of Alberta and the Alberta courts shall have jurisdiction with regard to all matters arising under or in connection with this Agreement.
- 17.10 This Agreement may be signed by originals or by facsimile or portable document format (PDF) and executed in any number of counterparts, and each executed counterpart shall be considered to be an original. All executed counterparts taken together shall constitute one agreement.

IN WITNESS WHEREOF the Parties have executed this Agreement on the date first written above.

**FOREST RESOURCE IMPROVEMENT
ASSOCIATION OF ALBERTA**

Per: _____

Print Name: _____

{ULTIMATE RECIPIENT}

Per: _____

Print Name: _____

SCHEDULE “A” *[adapted from NRCan Schedule D]*

CERTIFICATION OF ELIGIBLE EXPENDITURES INCURRED AND PAID

Pursuant to Articles 4.3(d) and 4.8 (Payment of Eligible Expenditures) of the Forest Sector COVID Safety Measures Program Contribution Agreement with the Forest Resource Improvement Association of Alberta made _____, 20____, (the “**Agreement**”) the Ultimate Recipient must submit, no later than **March 15, 2021**, the following certification in writing on company letterhead and signed by the duly authorized officer as follows.

“All claims for payment submitted by _____ (the “**Ultimate Recipient**”) to the Forest Resource Improvement Association of Alberta (“**FRIAA**”) for reimbursement of Eligible Expenditures for goods and services received have been Incurred and Paid by the Ultimate Recipient as of the date of this certification and all supporting documents to this effect have been provided to FRIAA.

In accordance with Articles 4.3(d) and 4.8 of the Agreement, the Ultimate Recipient, as of the date of this certification has reported all contributions and payments received by the Ultimate Recipient.

I, _____ being an officer of the Ultimate Recipient and duly authorized on behalf of the Ultimate Recipient to do so hereby represents and warrants that the above noted declarations are true and accurate. I understand that if, in the opinion of FRIAA, there has been a misrepresentation or a breach of this representation and warranty, FRIAA could place the Ultimate Recipient in default of the terms, conditions or obligations of the Agreement, and may exercise FRIAA’s rights to terminate the Agreement and direct the Ultimate Recipient to repay forthwith or to withhold all or any part of the Contribution paid or payable by FRIAA to the Ultimate Recipient pursuant to the Agreement.

Signature

Title

Date

SCHEDULE “B” *[imported NRCan Document]*

Forest Sector Safety Measures Fund (FSSMF) Federal Diversity and Inclusion Questionnaire

Why you are being asked to fill out this questionnaire

Natural Resources Canada (NRCan), the federal department administering the Forest Sector Safety Measures Fund (FSSMF), is interested in better understanding workforce diversity gaps, specifically gender and other representation gaps, within the forest sector. Building on a body of research and analysis, NRCan has introduced several measures across its portfolio of industry-facing programs to identify and help to address representation gaps in the forest sector workforce.

One of the most significant problems in addressing the workforce diversity gap in the forest sector is the lack of data regarding representation gaps and workforce diversity trends. With better data, more informed decisions on tools and strategies to promote workplace diversity can be made. In addition, with a greater understanding of the forest sector workforce, NRCan can monitor the equity performance of its programs and design new measures that promote greater equity, diversity and inclusion in its programs.

- Participating in this survey is voluntary -

Federal privacy notice statement

*If a company has more than 10 employees, NRCan encourages recipients of the Forest Sector Safety Measures Fund to complete the survey below on the diversity of its workforce. NRCan is collecting this information in an anonymous and aggregate form to analyze and promote workforce diversity and inclusion in the forest sector. **Please ensure that no identifying personal information of individuals is documented on the survey.***

The questions below are primarily based on the current standard used by Statistics Canada in the Census, and wording from the Employment Equity Act.

The data collected will be used to meet Gender Based Analysis Plus (GBA+) governmental policy, federal Treasury Board Secretariat (TBS) Directive on Results and TBS Policy Direction to Modernize the Government of Canada's Sex and Gender Information Practices. This data, complemented with other sources (i.e.: Census, Stats Canada), will allow NRCan to track progress on increasing workforce diversity.

NRCan may also use this summary information for the purposes of their program operations, planning, performance measurement and monitoring, evaluation, and audits, as well as reporting to government or to the public.

Thank you for your cooperation.

FSSMF Diversity and Inclusion Questionnaire

Company name	
Company type (refer to NAICS codes in Glossary)	
Company/facility/work site location *Indicate region of operations if work sites are not fixed.	Province: _____ City/town: _____
Is the company Indigenous-owned?	Yes: _____ No: _____
Total number of employees* *If you have less than 10 employees, please only respond to question #4.	
<p>1) Please indicate the number of employees in the following gender categories:</p> <p>Men: _____ Women: _____ Other: _____</p>	
<p>2) Please indicate the number of employees in the following age categories</p> <p>15-24 years old: _____ 25-34 years old: _____ 35-44 years old: _____ 45-54 years old: _____</p> <p>55-64 years old: _____ 65 and over: _____</p>	
<p>3) Please indicate the number of employees in the following underrepresented groups</p> <p>Indigenous people: _____ Immigrants : _____ Visible minorities: _____ People with disabilities: _____</p>	

Glossary

Employees: All persons who work part or full time, short-term or long-term contracts, permanent or non-permanent positions in Canada.

Immigrant: Persons who are, or who have been, landed immigrants or permanent residents. Immigrants who have obtained Canadian citizenship by naturalization are included in this category. Immigrants can also be visible minorities. Please see below for the definition.

NAICS (North American Industry Classification System) codes: The forest sector is comprised of four broad NAICS codes: 113 (Forestry and Logging), 1153 (Support Activities for Forestry), 321 (Wood product manufacturing) and 322 (Pulp and Paper Manufacturing).

Persons with disability: persons who have a long-term or recurring physical, mental, sensory, psychiatric or learning impairment and who

- consider themselves to be disadvantaged in employment by reason of that impairment, or
- believe that a employer or potential employer is likely to consider them to be disadvantaged in employment by reason of that impairment, and
- includes persons whose functional limitations owing to their impairment have been accommodated in their current job or workplace;

[The Accessible Canada Act](#) defines disability as “any impairment, including a physical, mental, intellectual, cognitive, learning, communication or sensory impairment—or a functional limitation—whether permanent, temporary or episodic in nature, or evident or not, that, in interaction with a barrier, hinders a person’s full and equal participation in society.”

Targeted underrepresented groups: Women, Immigrants, Indigenous people, and visible minorities

Visible minority: persons, other than Aboriginal peoples, who are non-Caucasian in race or non-white in colour

Workforce diversity: refers to valuing the many of ways that leaders, business partners, employees, consultants, student works, volunteers, customers, etc. are similar as well as dissimilar to one another in work environments. This can include but is not limited to gender, race, skin colour, age, ethnicity, sexual orientation, marital status, partner status, parental/maternal status, socioeconomic status, disability, spiritual beliefs, religious beliefs, ancestry, cultural customs, norms, etc.