Head Office P.O. Box 6051 Moncton, N.B. Canada E1C 9J8 Siège social C.P. 6051 Moncton (N.-B.) Canada E1C 9J8

PROTECTED

Our File Notre référence A-2013-00024 APR - 8 2014

Mr. Kevin Lacey 2615 Fuller Terr Halifax, Nova Scotia B3K 3V8

Dear Mr. Lacey:

This is in response to your request made under the Access to Information Act for a copy of agreements between ACOA and Department of National Defence and Halifax International Security Forum for the \$9.8 million in funding announced by the department on November 21, 2013.

Attached are all the records which fall within the scope of your request.

Please be advised that you are entitled to complain to the Information Commissioner of Canada on matters relating to the administration of the Act, within 60 days of the receipt of this notice.

If you have further questions regarding this request, please do not hesitate to contact Diane Cormier, the Agency's Director/Coordinator of Access to Information and Privacy, at 506-381-4270 or toll free at 1-800-561-7862.

Yours sincerely,

Denise Frenette

Vice President, Finance and Corporate Services and Corporate Secretary

Attachments



Memorandum of Understanding Between The Department of National Defence And

The Atlantic Canada Opportunities Agency

Concerning

ASSISTANCE IN THE FUNDING OF THE HALIFAX INTERNATIONAL SECURITY FORUM

Introduction

- This Memorandum of Understanding (MOU) is an Arrangement between the Department of National Defence (The Department) and the Atlantic Canada Opportunities Agency (The Agency).
- 2. The Halifax International Security Forum (The Organizer) is a not-for-profit entity incorporated in Washington, DC, organized exclusively for charitable and educational purposes. It will hold a prestigious, high-level conference annually to discuss global security and defence issues in Halifax- the 'Halifax International Security Forum'. This annual Forum will build on the success of the 2009 through 2012 Forums, which were the first major international security conferences in North America.
- 3. The Government of Canada is financially supporting the Forum through a funding contribution.
- 4. The Department and The Agency concur that The Agency will manage a contribution to The Organizer through The Agency's Business Development Program.

Definitions

- 5. For the purposes of this Memorandum of Understanding, the following definitions will apply:
 - a, "The Department" means "The Department of National Defence";
 - b. "The Agency" means "The Atlantic Canada Opportunities Agency";
 - c. "The Organizer" means "The Halifax International Security Forum," a not-for-profit based in Washington, DC:
 - d. "Participants" mean "The Department of National Defence" and 'The Atlantic Canada Opportunity Agency";

- e. "The Forum" means "The Halifax International Security Forum", an event scheduled to take place annually in Halifax, Nova Scotia, Canada;
- f. "MOU" means "Memorandum of Understanding".

Objectives and Scope

- 6. The Department and The Agency concur that the objective of this MOU is to set out the arrangements and responsibilities between them with respect to the transfer of funds for the purpose of the provision of an annual contribution to The Organizer to assist in the organization and delivery of The Halifax International Security Forum, which will be held annually beginning 2014 up-to and including 2018.
- 7. The Participants acknowledge that notwithstanding the wording used in this MOU, neither the MOU as a whole, nor any portion of its parts taken separately are, or ever have been, intended to be a contract, and no contractual obligations are incurred by the Participants as a result of this MOU.
- 8. This MOU is in no way intended to be a procurement instrument. Any material procurement resulting from, or required by, the implementation of this MOU must be accomplished in accordance with applicable procurement laws and regulations.

Financial Arrangements

- 9. The Department will annually reimburse The Agency the following (maximum) allocations:
- 2014/15: \$1,255,000 of the combined annual DND/ACOA contribution of \$2,500,000;
- 2015/16: \$1,204,000 of the combined annual DND/ACOA contribution of \$2,200,000;
- 2016/17: \$1,153,000 of the combined annual DND/ACOA contribution of \$1,900,000;
- 2017/18: \$1,202,000 of the combined annual DND/ACOA contribution of \$1,700,000; and
- 2018/19: \$1,251,000 of the combined annual DND/ACOA contribution of \$1,500,000.
- 10. The Department will transfer funds to The Agency, via the Annual Reference Level Update/Supplementary Estimates process.
- 11. Should the Government of Canada's contribution amount be less than that contractually stipulated in the agreement between The Organizer and The Agency, the contribution from DND will be reduced proportionately.
- 12. The Agency will submit, to The Department, a listing of all eligible expenditures submitted by The Organizer, categorized by purpose (eg. accommodation, travel, etc.). The Agency will

submit this listing to The Department once it is received from The Organizer and finalized.

- 13. Should The Organizer submit additional invoices after the original listing is submitted, an additional transfer of funds between The Department and The Agency is possible, subject to the provisions outlined in paragraph 9, through the next Supplementary Estimates remit in accordance with the expenditure management cycle. The Agency will submit a listing of these additional invoices to The Department prior to the end of the fiscal year in which The Forum took place.
- 14. All funds transferred from The Department to The Agency in accordance with this arrangement will be made in Canadian dollars.
- 15. The Department will not be responsible for any costs incurred by The Organizer and charged to The Agency prior to the date the contribution agreement is signed between The Organizer and The Agency.

Cost Recovery

16. In the event that there are unused funds from year to year, there may be a requirement to return funding via the Annual Reference Level Update/Supplementary Estimates process.

Auditing

17. In the case that an audit is performed, both The Department and The Agency will keep records of the costs of The Forum for a period of 6 years from the time The Agency starts considering eligible expenditures (i.e. the date the contribution agreement is signed by The Agency and The Organizer).

Disclosure of Information

18. Notwithstanding any provisions of this MOU, the information to be shared or exchanged between the Participants under this MOU will not include information for which disclosure is restricted by the applicable privacy laws of the Participants, and/or by an Act of Parliament, including the Access to Information Act and Privacy Act.

Settlement of Disputes

19. Any disputes regarding the interpretation or implementation of this MOU will be resolved only by consultation between the Participants, and will not be referred to a national or international fribunal, or other third party for settlement.

Amendment

20. This MOU may be amended with the mutual written consent of the Participants.

Duration, Withdrawal and Termination

- 21. This MOU will remain in effect until the later of 28 March, 2019, or until the full transfer of funds for eligible expenditures, or return of over payments; from the effective date.
- 22. This MOU may be terminated at any time, effective immediately, with the mutual written consent of the Participants.
- 23. Should the Participants terminate the MOU, they will consult with one another and The Organizer to ensure the mitigation of risks and minimizing disruptions to The Forum up to and including the date of actual termination. Additionally, the Participants will remain responsible for any eligible expenditures incurred by The Organizer for The Forum in accordance with the contribution agreement concluded between The Organizer and The Agency.
- 24. The designated contact offices for the purpose of communication and notification pursuant to this MOU are:

For The Agency: Jeff Mullen, Director, Enterprise Development, ACOA Nova Scotia, (902) 426-8978

For The Department: TBD

Effective Date and Signature

26. This MOU becomes effective on the date of the later signature, and the Participants also agree to terminate the previous MOU (which entered into effect on 24 November 2010) on the date of the later signature of this current MOU.

For the Department

Jill E. Sinclair

Assistant Deputy Minister (Policy)

For the Agency Peter Hogan

Vice-President, Nova Scotia

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Business Development Program

Project Number: 202933

This Contribution Agreement

BETWEEN:

ATLANTIC CANADA OPPORTUNITIES AGENCY

(hereinafter referred to as "the Agency")

AND

Halifax International Security Forum, a not for profit examization, duly incorporated under the laws of the Government of the District of Columbia, having its office who have the District of Columbia.

770 N Street NW Washington, District of Columbia

(hereinafter referred to as "the Recipient")

WHEREAS the Agency has established a program, the Business Development Program, to increase opportunities for economic development in Atlantic Canada,

(hereinafter referred to as "the Program")

WHEREAS this Agreement sets out the terms and conditions under which the Agency shall provide a contribution to the Recipient,

WHEREAS the Recipient submitted an application for assistance pursuant to the Program,

IN CONSIDERATION of their respective obligations set out below, the parties hereto agree as follows:

1.0 Documents Forming Part of this Agreement

1.1 The following documents form an integral part of this Agreement:

These Articles of Agreement Schedule 1 -- General Conditions

Schedule 2 - Statement of Work

Schedule 3 - Claims and Costs Principles

Schedule 4 - Reporting Requirements

Schedule 5 - Project Fact Sheet for News Release

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1.2 In the event of conflict or inconsistency, the order of precedence among the documents forming part of this Agreement shall be:

These Articles of Agreement Schedule 1 – General Conditions Schedule 2 – Statement of Work Other Schedules

2.0 The Project

- 2.1 The Recipient will carry out the Project as described in Schedule 2 Statement of Work, will make claims in accordance with Schedule 3 Claims and Costs Principles, will issue the reports required under Schedule 4 Reporting Requirements and will fulfill its other obligations hereunder in a diligent and professional manner using qualified personnel.
- 2.2 The Recipient shall commence the Project on or before February 28, 2013 (hereinafter referred to as "the Project Commencement Date").
- 2.3 The Recipient shall complete the Project on or before March 28, 2019 (hereinafter referred to as "the Project Completion Date").

3.0 The Contribution

3.1 Subject to all other provisions of this Agreement, the Agency shall make a Contribution ("the Contribution") to the Recipient with respect to the Project by installments over a five-year period. Each installment will be conditional upon Agency review as described in Article 3.2 as well as in compliance with all other terms of the Agreement. The decision to fund each year of this five-year project is solely at the discretion of the Agency. Maximum annual federal funding shall be based upon the following Eligible Costs in each year of the five-year period:

Year 1 \$2,500,000 Year 2 \$2,200,000 Year 3 \$1,900,000 Year 4 \$1,700,000 Year 5 \$1,500,000

Similarly, the Agency's total Project funding is limited to the following amounts in each year of the five-year period for a total contribution net of DND funds of \$3,735,000:

Year 1 \$1,245,000 Year 2 \$ 996,000 Year 3 \$ 747,000 Year 4 \$ 498,000 Year 5 \$ 249,000

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ACOA's funding is further conditional upon a DND contribution of \$6,065,000 spread over the five-year Project period as follows:

Year 1 \$1,255,000 Year 2 \$1,204,000 Year 3 \$1,153,000 Year 4 \$1,202,000 Year 5 \$1,251,000

- 3.2 By June 30 of each year of the Agreement, the Agency shall, at its sole discretion, conduct an annual review, assessing the situation with respect to Project costs and financing for the upcoming Halifax Forum. The level of annual funding provided will be determined by the Agency in its sole discretion.
- 3.3 Subject to all other provisions of this Agreement, the Agency shall make a Contribution ("the Contribution") to the Recipient, with respect to the Project, calculated as the lesser of:
 - (a) the percentage of the assistance rate of the Eligible Costs as stated on Schedule 2 Statement of Work; and
 - (b) \$9,800,000.00

4.0 Fiscal Year

4.1 The Recipient agrees that its fiscal year ends on December 31, and there shall be no change to that fiscal year without the prior consent of the Agency.

5.0 Payments

- 5.1 The Agency will pay the Contribution to the Recipient in respect of Eligible Costs incurred, as listed in Schedule 2 Statement of Work, on the basis of itemized claims submitted in accordance with the procedures set out in Schedule 3 Claims and Costs Principles.
- 5.2 The Agency will not contribute to any cost incurred by the Recipient prior to June 18, 2013. The Agency will not accept any cost incurred after the Project Completion Date, unless otherwise agreed to in writing, by the Agency, prior to the costs being incurred.
- 5.3 Prior to the initial payment, the Recipient shall provide the Agency with the following information:
 - (a) the completed and signed Pre-authorized Debit/Direct Deposit Authorization (PAD) form as provided by the Agency;

- (b) a work plan covering the period from the Project Commencement Date to the Project Completion Date, including a schedule of the activities to be completed and when the anticipated cash flow to pay for these items is expected to occur; and
- a MOU agreed to by ACOA and the Department of National Defence will be negotiated and signed to the satisfaction of the Agency;
- 5.4 The Recipient shall, no later than sixty (60) calendar days following the Project Completion Date, submit to the Agency a final claim in accordance with Schedule 3 Claims and Costs Principles. The Recipient must be able to demonstrate, at the request of the Agency, that all Eligible Costs that have been incurred and submitted for payment to the Agency have effectively been paid by the Recipient.
- 5.5 At the discretion of the Agency, an advance payment may be made to the Recipient. To request an advance payment, the Recipient must submit a completed and signed copy of the Request for an Advance Payment form provided by the Agency and include a monthly cash flow forecast of requirements with respect to the Agency's share of the Eligible Costs to be incurred during the advance period. Such documentation must demonstrate that the advance payment is essential to the successful completion of the Project.

The Recipient must demonstrate that the advance payment was applied to the payment of Eligible Costs, to the satisfaction of the Agency, within forty-five (45) calendar days of the end of the period for which the advance was made.

- 5.6 At the discretion of the Agency or at the request of the Recipient, the Agency may make payments jointly to the Recipient and a third party for Eligible Costs incurred.
- 5.7 Notwithstanding the foregoing, ten percent (10%) of the Contribution may, at the sole discretion of the Agency, be reserved for the final payment, to be made based on the final claim by the Recipient.

6.0 Special Condition(s)

6.1 Notwithstanding any other terms or conditions of this Agreement, if the Recipient does not submit a claim for payment or does not provide documentation with the claim that is satisfactory to the Agency by three (3) months after the Project Commencement Date ("the Lapsing Date"), the Agreement will terminate. The Agency may extend the Lapsing Date at its complete discretion and will advise the Recipient of its decision.

Notwithstanding any other terms or conditions of this Agreement, the Agency may cancel any outstanding balance of the Contribution that has not been fully disbursed by three (3) months after the Project Completion Date ("the End Date"). The Agency may extend the End Date at its complete discretion and will advise the Recipient of its decision.

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- 6.2 Notwithstanding, The Contribution, of these Articles of Agreement, revenues generated as a result of the Project in excess of anticipated revenues listed in the Cost and Financing section of Schedule 2 Statement of Work will be applied against the total costs of the Project and the Contribution may be reduced at the discretion of the Agency. If the Contribution is reduced, the Recipient agrees to repay to the Agency any amount of the Contribution that exceeds that amount to which the Recipient is entitled and such amount will be deemed an overpayment.
- 6.3 Prior to the Project Commencement Date, the Recipient shall provide the Agency with confirmation of the qualifications of the expertise to be engaged, and it is agreed that the Agency will not contribute to any Project cost unless satisfied with the qualifications of the expertise engaged.
- 6.4 The Recipient shall establish a separate accounting and segregation of funds earmarked for the Halifax Forum including the creation of a verifiable account for any Partnership Funds raised for each Forum.
- 6.5 The final project claim for any given year, except the final year, shall be submitted to the Agency, on appropriate Agency forms, no later than January 31 of the following year. The final project claim for the fifth and final year of this Agreement, shall be submitted no later than March 31 the following year. The final disbursement will take into consideration the actual Partnership funding levels, as well as annual project audits, in determining the conclusive level of funding from the Government of Canada.
- 6.6 In recognition of the application for assistance in Canadian dollars from the Government of Canada, the Recipient shall source Canadian goods and services wherever practical.
- 6.7 The Recipient shall provide the Agency with a representation that all costs incurred under this project are incremental, including attestations that (1) dedicated personnel as well as contracted consultants will be assigned solely to this project and (2) all costs submitted by the Applicant for reimbursement are directly related to the Halifax Forum event and incremental to all parties.

7.0 Official Languages

- 7.1 The Recipient agrees that any public acknowledgment of the Agency's support for the Project will be expressed in both official languages.
- 7.2 The Recipient agrees:
 - (a) that basic project information, such as project description, will be developed and made available to the public in both official languages;
 - (b) to invite members of the official-language minority community to participate in any public event relating to the Project, where appropriate; and

(c) that main signage components related to the Project will be in both official languages.

8.0 Project Financing

8.1 The Recipient shall provide the Agency with confirmation of commitments for all Project financing, as specified in Schedule 2 – Statement of Work, in the time frame detailed in the following table.

Financing Source	Amount	Confirmation Date	
External Funding	\$1,047,225	September 1, 2014	
	\$1,478,714	September 1, 2015	
	\$1,925,863	September 1, 2016	
	\$2,278,897	September 1, 2017	
	\$2,638,052	September 1, 2018	

8.2 The Recipient hereby acknowledges that no federal, provincial or municipal government assistance, other than that described in Schedule 2 – Statement of Work, has been requested or received by the Recipient for the Project. The Recipient shall promptly inform the Agency of the receipt of such assistance as described in Schedule 1 – General Conditions, Other Government Assistance.

9.0 Environmental Requirements

9.1 The Parties agree that the Canadian Environmental Assessment Act, 2012, S.C. 2012, c. 19, s. 52 (CEAA, 2012) does not apply to the Project and that an environmental assessment (EA) or a determination under section 67 of CEAA, 2012 are not required for the Project.

10.0 Communications

10.1 The Recipient must consult with the Agency regarding communication activities relating to the Project in accordance with Schedule 1 – General Conditions, Communications.

11.0 Notice

11.1 Any notice or correspondence to the Agency, including the attached duplicate copy of this Agreement signed by the Recipient, shall be addressed to:

Atlantic Canada Opportunities Agency P.O. Box 2284, Station Central Halifax, Nova Scotia B3J 3C8

Attention: Peter Wright .

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or to such address as is designated by the Agency in writing.

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

Halifax International Security Forum 1740 N Street NW Washington, District of Columbia 20036

Attention: Peter Van Praagh

12.0 Entire Agreement

12.1 This Agreement, if accepted, will constitute the entire Agreement between the Parties with respect to its subject matter. No amendments shall be made to the Agreement unless confirmed in writing.

13.0 Joint and Several Obligations

13.1 Where this Agreement has been executed by more than one Recipient, the liability of each Recipient is joint and several, and every reference in this Agreement to the "Recipient" or "it" or "its" in the context of referring to the Recipient shall be construed as meaning each person named as a Recipient, as well as all of them. Without limiting the generality of the foregoing, all covenants, representations and warranties of the Recipient in this Agreement shall be construed as having been made by each Recipient and by all of them considered as a single person.

The date of acceptance shall be the date this Agreement is duly executed by the Recipient.

IN WITNESS WHEREOF the parties hereto have executed this Agreement through duly authorized representatives.

ATLANTIC CANADA OPPORTUNITIES AGENCY

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PETER HOUND, VILE PRESIDENT (NS

Oct. 18/2013

Date

Halifax International Security Forum

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Signature of Authorized Signing Authorize

Name and Title (please print)

Signature of Authorized Signing Authority

Name and Title (please print)

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GENERAL CONDITIONS

1.0 Definitions

Average Bank Rate means the weighted arithmetic average of the Bank of Canada rates that are established weekly during the month preceding the month in respect of which interest is being calculated.

Background Intellectual Property means the intellectual property rights in all information of a scientific, technical or artistic nature, whether oral or recorded, that is required to carry out the Project or exploit the Foreground Intellectual Property.

Control Period means the period commencing on the Project Commencement Date and ending at the later of two years after the Project Completion Date or the end of any applicable repayment of the Contribution by the Recipient.

Costs Incurred means the costs for goods and/or services that have been received by the Recipient and that the Recipient has paid for or has a legal obligation to pay in the future.

Due Date, in relation to an amount owing to the Agency, means: (i) the day on which a scheduled repayment is to be made; or, (ii) where no repayment schedule has been arranged, the day that is normally thirty (30) calendar days after the date on which a demand for payment is issued.

Eligible Costs means those costs that comply with the principles of Schedule 3 — Claims and Costs Principles, are necessary to carry out the Project and are listed in Schedule 2 — Statement of Work.

End Date means the date that any outstanding balance of the Contribution will be cancelled and no longer available for payment under this Agreement.

Foreground Intellectual Property means all information of a scientific, technical or artistic nature first conceived, developed or reduced to practise as part of the Project.

Interest Rate means the rate of interest equal to three percent (3%) higher than the Average Bank Rate.

Lapsing Date means the date that this Agreement terminates because the Recipient failed to submit a claim for payment or provide documentation with the claim satisfactory to the Agency.

Parties mean the Agency and the Recipient.

Partnership Funds means the balance of funds, not including the ACOA portion, required to cover total project costs.

GENERAL CONDITIONS

Project means the undertaking this Agreement is based on and that is further described in Schedule 2 – Statement of Work.

Project Assets means the assets that have been contributed to by the Agency. These are listed in Schedule 2 – Statement of Work.

Project Commencement Date means the date on which, in the opinion of the Agency, the first major commitment is made by the Recipient to implement the Project.

Project Completion Date means the date on which, in the opinion of the Agency, all Eligible Costs have been incurred and/or the work completed in accordance with Schedule 2 - Statement of Work.

2.0 Representations, Warranties and Undertakings

2.1 Representations, Warranties and Undertakings by the Recipient

The Recipient hereby certifies that the representations, warranties and undertakings set out below are, and will be as of the date of execution of the Contribution Agreement, true and correct in all material respects and undertakes to advise the Agency of any changes that materially affect them.

2.2 Power and Authority of Recipient

Where the Recipient is not an individual, the Recipient represents and warrants that it is duly incorporated, validly existing, in good standing, and has the power and authority to carry on its business, to hold property and to enter into this Agreement. The Recipient undertakes to initiate all the necessary actions required to remain in good standing and to preserve its legal canacity.

2.3 Authorized Signatories

The Recipient represents and warrants that the signatories to the Agreement have been duly authorized to execute and deliver the Agreement.

2.4 Binding Obligations

The Recipient represents and warrants that the execution, delivery and performance of the Agreement have been duly and validly authorized and that when executed and delivered, the Agreement will constitute a legal, valid and binding obligation enforceable in accordance with its terms.

2.5 No Pending Suits or Actions

The Recipient warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings that could or would prevent compliance with this Agreement. The Recipient will advise the Agency forthwith of any such occurrence during the Term of the Agreement.

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GENERAL CONDITIONS

2.6 No Gifts or Inducements

The Recipient represents and warrants that it has not, nor has any person on its behalf, offered or promised to any official or employee of Her Majesty the Queen in Right of Canada any bribe, gift or other inducement for or with a view to obtaining the Agreement. And it has not, nor has any person on its behalf, employed any person to solicit the Agreement for a commission, contingency fee or any other consideration dependant upon the execution of the Agreement.

2.7 Compliance

The Recipient shall apply, in relation to the Project, in all material respects, the requirements of all applicable laws, regulations, orders and decrees of any regulatory bodies having jurisdiction over the Recipient or the Project.

2.8 Other Agreements

The Recipient represents and warrants that it has not entered, and undertakes not to enter, into any agreement, without the Agency's written consent that would prevent the full implementation of this Agreement by the Recipient.

2,9 Intellectual Properties

The Recipient represents and warrants that:

- (a) it has taken appropriate steps to ensure that it either owns the Background Intellectual Property or holds sufficient rights in the same to permit the Project to be carried out and the Foreground Intellectual Property to be exploited;
- (b) the title to the Foreground Intellectual Property is to be vested and, unless otherwise agreed to in writing by the Agency, to remain exclusively with the Recipient;
- (c) it shall take appropriate steps to protect the Foreground Intellectual Property and shall, upon request, provide information to the Agency in that regard; and
- (d) it has obtained written permission from every author who will contribute to any Foreground Intellectual Property that may be subject to copyright protection and that will form part of the Project. The Agency may request that the Recipient provide it with a copy of the written waiver(s) of moral rights.

3.0 Other Financing

3.1 The Recipient remains solely responsible for providing or obtaining the funding, in addition to the Contribution, required to carry out the Project and fulfill the Recipient's other obligations under this Agreement.

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4.0 Other Government Assistance

4.1 Until the end of the Control Period, the Recipient will promptly inform the Agency, in writing, of any assistance received or to be received from federal, provincial or municipal sources other than those identified in Schedule 2 – Statement of Work. The Agency shall have the right to adjust the Contribution to take into account the amount of any such assistance and may require repayment from the Recipient.

5.0 Values and Ethics

5.1 Members of the Senate and House of Commons

No member of the Senate or House of Commons shall be allowed to derive any financial advantage resulting from the Contribution that would not be permitted under the Parliament of Canada Act.

5.2 Members of a Provincial or Territorial Legislature

Members of a provincial or territorial legislature shall be governed by provincial or territorial conflict-of-interest guidelines in effect during the term of this Agreement.

5.3 Conflict of Interest

The Recipient acknowledges that individuals who are subject to the provisions of the Conflict of Interest Act, 2006, c. 9, s. 2, the Conflict of Interest Code for Members of the House of Commons, the Conflict of Interest Code for Senators, the Values and Ethics Code for the Public Service, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

6.0 Dispute Resolution

6.1 If a dispute arises concerning the application or interpretation of the Agreement, the Agency and the Recipient shall attempt to resolve the matter through good faith negotiations and may, if necessary and if the Agency and the Recipient consent in writing, resolve the matter through mediation or arbitration by a mutually acceptable mediator or arbitrator in accordance with the Commercial Arbitration Code set out in the schedule to the Commercial Arbitration Act (Canada) and all regulations made pursuant to that Act.

7.0 Restrictions on Distributions

7.1 The Recipient shall not make corporate distributions unless otherwise approved by the Agency. Corporate distributions are defined for the purpose of this Agreement as any payment to any shareholder, director, officer or associate company of the Recipient, including, without limitations, bonuses, dividends, salaries or repayment or granting of debt to any of the aforementioned parties, excluding salaries to officers or other

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GENERAL CONDITIONS

employees in the ordinary course of business.

8.0 Lobbying

8.1 The Recipient shall ensure that any person lobbying, as defined in the federal Lobbying Act, on its behalf in relation to this Agreement and to the Project is registered pursuant to the Act.

9.0 Relationship with the Agency

9.1 The Agency and the Recipient declare that nothing in this Agreement shall be construed as creating employment, a partnership, joint venture or agency relationship between the Agency and the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of Her Majesty in Right of Canada, and shall be solely responsible for any and all payments and deductions required by all applicable laws. The Recipient shall indemnify and save harmless the Agency in respect of any claims arising from failure to comply with the foregoing.

10.0 Termination

10.1 The Agreement will terminate at the end of the Control Period.

11.0 Force Majeure

11.1 Event of Force Majeure

The Recipient will not be in default by reason only of any failure in performance of the Project in accordance with Schedule 2 – Statement of Work if such failure arises through no fault or negligence of the Recipient and is caused by an event of force majeure.

11.2 Definition of Force Majeure

Force majeure means any cause that is unavoidable or beyond the reasonable control of the Recipient, including war, riot, insurrection, orders of government or any act of God or other similar circumstance beyond the Recipient's control and that could not have been reasonably circumvented by the Recipient without incurring unreasonable cost.

12.0 Communications

- 12.1 The Recipient consents to public announcements of the Project, by or on behalf of the Agency. The Recipient shall also acknowledge the Agency's Contribution in any public communications of the Project and shall obtain the approval of the Agency before preparing any announcements, brochures, advertisements, web content or other materials that will display the Agency logo or otherwise make reference to the Agency.
- 12.2 The Agency shall inform the Recipient of the date on which the announcement is to be made and the Recipient shall keep this Agreement confidential until such date. After

GENERAL CONDITIONS

- official announcement of the Project by the Agency or sixty (60) calendar days after the Recipient's acceptance of this Agreement, whichever is earlier, information appearing in Schedule 5 – Project Fact Sheet, herein, will be considered to be in the public domain.
- 12.3 The Recipient will advise the Agency at least thirty (30) calendar days in advance of any special event such as, but not limited to, an official opening, ribbon cutting or other like event that the Recipient organizes in connection with the Project. A ceremony shall be held on a date that is mutually acceptable to the Agency and the Recipient. The Recipient consents to having the Minister responsible for the Agency, or a designate, participate in any such exemony.
- 12.4 The Recipient agrees to the distribution by the Agency of information about the Project as part of public communication initiatives including, but not limited to, feature stories, news releases, speeches, web content, Agency promotional materials and special publications.
- 12.5 The Agency may, at its sole discretion, withdraw the requirements of the Recipient's acknowledgement of the Agency's Contribution in all public communications of the Project.

13.0 Material Changes

13.1 No material changes will be made to the estimated total scope or nature of any element of the Project without the prior written consent of the Agency. A material change includes, but is not limited to, ownership, control, management, financing, location, size of facilities, timing, expected results, or other government contributions with respect to the Project. With its request for consent, the Recipient will provide, in a timely manner, all documentation and information as may be required by the Agency.

14.0 Disposal of Assets

- 14.1 The Recipient shall retain possession and control of the Project Assets, the cost of which the Agency contributed to under the Agreement, and shall not, prior to the end of the Control Period, sell, dispose of, cease to use or transfer to commercial use Project Assets without the written consent of the Agency.
- 14.2 Any funds recovered by the Recipient pursuant to the sale or disposal of Project Assets shall be paid to the Agency, except where the Project Assets disposed of are immediately replaced by comparable assets of equal or greater value that are used for the Project.
- 14.3 If so directed by the Agency, the Recipient shall pay the Agency forthwith the greater of the percentage of assistance rate, as specified in Schedule 2 - Statement of Work, of the:
 - (a) proceeds of disposition of the Project Asset(s); or

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GENERAL CONDITIONS

- (b) fair market value of the Project Asset(s).
- 14.4 The total amount payable by the Recipient pursuant to, the Disposal of Assets, shall not exceed the amount of the Contribution.

15.0 Insurance Coverage

15.1 The Recipient is responsible for deciding the appropriate insurance coverage required to fulfill its obligations herein and to ensure compliance with any applicable laws. Any insurance acquired or maintained by the Recipient is at its own expense and for its own benefit and protection. It does not release the Recipient from or reduce its liability under this Agreement.

16.0 Monitoring, Rights to Audit and Physical Access

- 16.1 During the term of the Agreement, the Recipient will provide, to the Agency, the books, accounts and records of the Project and all information necessary to ensure compliance with this Agreement and for audit examination.
- 16.2 The Recipient will provide representatives of the Agency reasonable access to its premises to inspect and assess the progress of the Project, or any element thereof, and will supply, promptly on request, such data as the Agency may reasonably require for statistical or Project evaluation purposes.
- 16.3 The Recipient will, at its own expense, preserve and make available for audit and examination by the Agency or its representatives, for a period of thirty-six (36) months after the end of the Control Period, the books, accounts and records of the Project and all information necessary to ensure compliance with the terms and conditions of this Agreement, including payment of amounts to the Agency, and to assess the success of the Project and the Program. The Agency will have the right to conduct such additional audits and evaluations at its own expense as may be considered necessary, using the staff of the Agency, an independent firm or the Recipient's external auditors.
- 16.4 The Recipient shall also make records and information available to the Auditor General of Canada when requested by the Auditor General for the purpose of an inquiry under subsection 7.1(1) of the Auditor General Act.
- 16.5 The Recipient will assist the Agency with the monitoring of the Agreement and will facilitate access by the Agency to information from third parties and to the premises of third parties relating to the Agreement.

GENERAL CONDITIONS

17.0 Overpayment

- 17.1 Where, for any reason:
 - (a) the Recipient is not entitled to the Contribution; or
 - (b) the Agency determines that the amount of the Contribution disbursed exceeds the amount to which the Recipient is entitled,

the Recipient will repay to the Agency, promptly and no later than thirty (30) calendar days from the date of the notice from the Agency, the amount of the overpayment. Any such amount is a debt due to Her Majesty in Right of Canada and may be recovered as such.

18.0 Right to Set-off

- 18.1 Without limiting the scope of set-off rights available to the Crown at Common Law, under the Financial Administration Act or otherwise, the Agency may:
 - (a) set-off against any portion of the Contribution that is payable to the Recipient pursuant to the Agreement, any amount that the Recipient owes to Her Majesty under legislation or any other agreement of any kind; and
 - (b) set-off against any amounts that are owed to the Agency by the Recipient, any amount that is payable by Her Majesty under legislation or any other agreements of any kind to the Recipient.

19.0 Interest and Administrative Charges

19.1 Payments

When any payment is received from the Recipient on account of an overpayment, a disposal of asset or an event of default, the Agency shall apply that payment first to reduce any accrued interest and/or administrative charges owing and then, if any part of the payment remains, to reduce the outstanding principal balance.

19.2 Overdue Accounts

The Recipient shall pay, where the account is overdue and in addition to any amount payable, interest on that amount at the Interest Rate in accordance with the Interest and Administrative Charges Regulation. The interest, calculated daily and compounded monthly, shall accrue starting on the Due Date and ending on the day before the date on which the payment is received by the Agency.

19.3 Fe

An administrative fee shall be charged on every payment rejected by the Recipient's financial institution for any reason, in accordance with the Interest and Administrative

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GENERAL CONDITIONS

Charges Regulation, which may be amended from time to time. The current fee is set at fifteen dollars (\$15).

20.0 Events of Default

- 20.1 The following constitute events of default:
 - (a) the Recipient is, in the opinion of the Agency, 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 winding up of the Recipient, or the Recipient is dissolved;
 - (c) the Recipient, during the term of the Agreement, has defaulted under the terms and conditions of any agreement or arrangement, with any financial institution or creditor with rights to the property or assets of the Recipient;
 - (d) in the opinion of the Agency, the Recipient ceases to carry on business;
 - (e) the Recipient submits false or misleading information to the Agency;
 - (f) the Recipient is no longer eligible under the "eligibility criteria" of the Program;
 - (g) the Recipient makes a false or misleading statement concerning assistance by the Agency in a prospectus or other document related to raising funds;
 - (h) the Recipient has not met or satisfied a term or condition of this Agreement; or
 - the Recipient has not met or satisfied a term or condition under any other contribution agreement, or agreement of any kind, with the Agency.

21.0 Remedies on Default

- 21.1 If an event of default has occurred or, in the opinion of the Agency is likely to occur, the Agency may exercise one or more of the following remedies:
 - (a) suspend or terminate any obligation by the Agency to contribute to the Eligible Costs, including any obligation to pay any amount owing prior to the date of such suspension or termination;
 - (b) require the Recipient to repay to the Agency all or part of the Contribution paid by the Agency to the Recipient, together with interest at the Interest Rate in accordance with the Interest and Administrative Charges Regulations. The interest, calculated daily and compounded monthly, shall accrue commencing upon the date of the event

GENERAL CONDITIONS

of default as specified in the demand for payment issued by the Agency and ending on the day before the date on which the payment is received by the Agency.

- 21.2 The Recipient acknowledges that, in view of the policy objectives served by the Agency's agreement to make the Contribution, the fact that the Contribution comes from public monies and that the amount of damages sustained by the Crown in the event of default is difficult to ascertain, it is fair and reasonable that the Agency be entitled to exercise any or all of the remedies provided for in, Remedies on Default, of these General Conditions, and to do so in the manner provided for in this section if an event of default occurs.
- 21.3 The fact that the Agency refrains from exercising a remedy it is entitled to exercise under the Agreement will not constitute a waiver of such right and any partial exercise of a right will not prevent the Agency in any way from later exercising any other right or remedy under the Agreement or other applicable law.

22.0 Annual Appropriations

22.1 Parliamentary Allocation

Any payment by the Agency under this Agreement is subject to there being a sufficient appropriation for the fiscal year, beginning on April 1 and ending on the following March 31, in which the payment is to be made and is subject to cancellation or reduction in the event that departmental funding levels are changed by Parliament.

22.2 Lack of Appropriation

In the event the Agency is prevented from disbursing the full amount of the Contribution due to a lack or reduction of appropriation or departmental funding levels, the Parties agree to review the effects of such a shortfall in the Contribution on the implementation of the Agreement and to adjust, as appropriate, the expected results from the Project specified in Schedule 2 – Statement of Work.

23.0 Notice

23.1 Any notice required to be given with respect to this Agreement shall be in writing and shall be effectively given if delivered or if sent by ordinary or registered mail, ACOA Direct, courier, telegram or fax, addressed to the party for whom the notice is intended. Any notice shall be deemed to have been received on delivery. Any notice sent by telegram, ACOA Direct or fax shall be deemed to have been received one (1) working day after being sent. Any notice sent by mail shall be deemed to have been received eight (8) calendar days after being sent.

24.0 No Assignment of Agreement

24.1 The Recipient shall not assign the Agreement or any part thereof without the prior written consent of the Agency.

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GENERAL CONDITIONS

25.0 Indemnity

25.1 The Recipient shall indemnify and save harmless the Agency from and against all claims, losses, damages, costs and expenses that may be brought against or suffered by the Agency, and that he Agency may incur, sustain or pay arising out of or relating to any injury to or death of a person or loss to property or other loss or damage caused or alleged to be caused by the Recipient or its servants, agents, subcontractors or independent contractors in the course of carrying out the obligations of the present Agreement.

26.0 Cancellation of Agreement

26.1 The Agency, by thirty (30) calendar days' notice duly given to the Recipient in accordance with, Notice, of these General Conditions, may cancel this Agreement at any time if, in the Agency's opinion, Schedule 2 – Statement of Work has not been executed in a satisfactory manner or if the progress and objectives outlined in the Agreement have not been met.

27.0 Access to Information Act and Privacy Act

27.1 All information obtained by the Agency from the Recipient pursuant to an application or during the course of this Agreement will be treated in accordance with the Access to Information Act and the Privacy Act.

28.0 Aboriginal Consultation

28.1 The Recipient acknowledges that the Agency's obligation to pay the Contribution is conditional upon the Agency satisfying any obligation that it may have to consult with or to accommodate any Aboriginal groups that may be affected by the terms of this Agreement.

STATEMENT OF WORK

Project Description

This project will enable the Applicant to deliver the Halifax International Security Forum. (Halifax Forum or HISF) in November 2014, 2015, 2016, 2017 and 2018, which will assemble leaders, policy makers, and experts from both sides of the Atlantic to discuss the challenges to global security and defence.

The Recipient shall commit to working with the Agency and its partners to identify key initiatives to enhance economic activity in the Atlantic region. It shall commit to be a part of the process to enhance the profile of the region and become an advocate for specific sectors such as Aerospace, Defence, and Security.

The Recipient shall also expand its partnership network, which will result in increased levels of sustainability for the Halifax Forum at the conclusion of this five-year Agreement. This will include the active participation of ACOA, the active pursuit of industrial partnerships (ie: Industrial Regional Benefits), and, at the discretion of the Agency, the engagement of a consulting firm to develop industry partnerships to facilitate long-term sustainability. The recipient shall provide a plan that demonstrates significant progress toward sustainability before the end of this Agreement.

Determination of eligible costs for the period under review, as provided in clause 3.1 of the Articles of Agreement is solely at the discretion of the Agency.

Direct Labour (personnel) associated with the project costs shall be eligible up to a maximum amount per year as determined by the Agency.

Project Location HALIFAX, Nova Scotia

Project Financing

Total and Eligible Costs	Assistance Rate %	\$	Financing	\$
Operating	51.12	19,168,751	ACOA Non-Repayable	9,800,000
			External Funding	9,368,751
Total and Eligible Costs	51.12	19,168,751	Total Financing	19,168,751

Expected Results from the Project

The federal government requires that results from projects receiving federal funding be identified. The Agency will thus follow-up on the following expected results identified from your project.

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STATEMENT OF WORK

Expected Project Results

Foster a broader dialogue and build a closer relationship among Canada, the United States, South America and Europe, centred on a new and forward-looking global security agenda; 2) forge transatlantic partnerships through high-level collaboration that recognizes the ever changing global agenda confronting North America and Europe; 3) establish a "front of mind" presence within Atlantic Canada on security issues in the Atlantic region; 4) support and promote knowledge sharing to ensure that both sides of the Atlantic are speaking and listening to each other; 5) promote Canada's image internationally as a leader in global security issues; 6) create economic spin-offs from the delegates staying in Halifax during the event, during pre and postevent activities, as well as broader tourism opportunities by creating market awareness.

Means of Verification

Annual reporting, annual project audits and annual project reviews.

CLAIMS AND COSTS PRINCIPLES

1.0 Claims

- 1.1 The Agency will pay the Contribution to the Recipient, in respect of Eligible Costs incurred, on the basis of claims that:
 - (a) are submitted on claim forms provided by the Agency and include the details of all Eligible Costs being claimed;
 - (b) are completed and certified by an authorized signing officer of the Recipient; and
 - (c) include a declaration of any overdue amounts owed to Her Majesty the Queen in Right of Canada pursuant to any obligation other than this Agreement and provide details of any such amounts.
- 1.2 The total amount of the Contribution paid to the Recipient in respect to Eligible Costs that have been incurred but not yet paid to suppliers shall not exceed fifty per cent (50%) of the total authorized Contribution.
- 1.3 Unless specified in, Payments, of the Articles of Agreement, supporting documents do not need to be included when submitting a claim. However, purchase orders, cancelled cheques, invoices, receipts and all other supporting documentation must be retained and readily available for examination by the Agency during or after any payment in accordance with Schedule 1 –General Conditions, Monitoring, Rights to Audit and Physical Access.
- 1.4 With the submission of the final claim, the Recipient shall include a statement certified by a person authorized to sign on behalf of the Recipient attesting that the Bligible Costs for the entire Project have been incurred and paid.
- 1.5 Payments to the Recipient will be withheld if there are any outstanding reports as required in Schedule 4 – Reporting Requirements.

2.0 Project Costs Principles

2.1 Total Eligible Costs of the Project

The total Eligible Costs of the Project, as listed in Schedule 2 – Statement of Work, shall be the sum of the applicable direct costs that are or will reasonably and properly be incurred in the performance of the Project, less any applicable credits.

2.2 <u>Incremental Costs</u>

Eligible Costs, as identified in Schedule 2 – Statement of Work, include only incremental costs deemed essential for the implementation of the Project. Incremental costs are those that are new or additional or costs that would not have otherwise been incurred if not for the implementation of the Project.

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CLAIMS AND COSTS PRINCIPLES

2.3 Reasonable Costs

Eligible Costs, as identified in Schedule 2 – Statement of Work, include only those costs that are reasonable. A cost is reasonable if, in nature and amount, it does not exceed what would be incurred by an ordinary, prudent person in the conduct of competitive business. In determining the reasonableness of a particular cost, consideration shall be given to:

- (a) whether the cost is at fair market value;
- (b) the restraints and requirements of factors such as generally accepted sound business practices, arm's-length bargaining, federal, provincial and local laws and regulations, and agreement terms;
- (c) the action that prudent business persons would take in the circumstances, considering their responsibilities to the owners of the business, their employees, customers, stakeholders, the Government and the public at large;
- (d) significant deviations from the established practices of the Recipient that may unjustifiably increase Eligible Costs; and
- (e) the specifications, delivery schedule and quality requirements of the particular Project as they affect costs.

2.4 Travel Costs

Travel costs include transportation, accommodations and meals that are directly attributable to the Project and included in Schedule 2 – Statement of Work. The Agency will reimburse the Recipient's travel expenditures in accordance to the National Joint Council Directive (www.njc-cnm.go.ca). While the Recipient may travel by any means that it deems appropriate and incur any related costs, the Agency will only reimburse travel costs according to the principles, guidelines and rates prescribed by the Travel Directive.

2.5 General Administrative Costs

General administrative costs include expenditures for office supplies, courier charges, utilities/telecommunications (e.g. telephone, fax, internet, electricity), and other office expenses identified as being directly attributable to the Project and included in Schedule 2 – Statement of Work. Incremental costs are only acceptable when they can be substantiated by the Recipient.

2.6 Salary Costs

Salary costs must be incremental and essential for the Project. Such wages or salaries must be for employees on the Recipient's payroll and included in Schedule 2 – Statement of Work. The acceptable payroll rate shall be the regular pay rate for the period, excluding premiums paid for overtime or shift work.

CLAIMS AND COSTS PRINCIPLES

When hourly rates are being charged for salaried personnel, the hourly rates shall be the periodic remuneration (e.g. annual, monthly, weekly), divided by the total paid hours in the period, including holidays, vacations and paid sick leave.

When it has been authorized, salary costs may be claimed for the performance of an authorized and incremental role by qualified management personnel.

2.7 Payroll Burden

Payroll burden associated with eligible wages and salaries included in Schedule 2 – Statement of Work, which includes items such as group insurance, pension plans and the employer's share of federal deductions, is also eligible for personnel directly associated with the Project.

2.8 Non-Eligible Costs

The Agency considers certain categories of costs as non-eligible unless they are specified in Schedule 2 – Statement of Work as being Eligible costs. Non-eligible costs may include, but are not necessarily restricted to, items such as:

- (a) the cost of land and goodwill;
- (b) cost allocation for the use of existing space owned by the Recipient;
- fixed period costs (for example, recurring costs such as property taxes, rentals and a reasonable provision for depreciation);
- (d) entertainment expenses (does not include networking receptions) and first-class airfare;
- (e) insurance, except if the cost is directly related to construction and is capitalized (in accordance with Generally Accepted Accounting Principles or International Financial Reporting Standards) as part of the Project;
- (f) dues and other membership fees;
- (g) severance pay;
- (h) interest costs, bond discounts, and other financing costs; and
- any costs, such as amortization and in-kind, that would not necessitate an expenditure of cash by the Recipient.

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CLAIMS AND COSTS PRINCIPLES

2.9 Credits

<u>Credits</u>

Credits are defined as the applicable portion of any income, rebate, allowance or other credit relating to any incurred cost received by or accruing to the Recipient. This includes the input tax credit or the reimbursement of sales taxes paid by the Recipient for goods and services. These credits shall be taken into consideration in calculating Eligible Costs.

REPORTING REQUIREMENTS

1.0 General

1.1 Progress Report with Each Claim

From the Project Commencement Date until the Project Completion Date, the Recipient shall submit a progress report with each claim for payment, detailing the progress and results of the Project. The progress report shall contain the following information in relation to the Project:

- (a) a description of the progress made in the fulfillment of Schedule 2 Statement of Work during the reporting period;
- (b) an assessment of any significant delay in completing the Project or in attaining any expected result identified in Schedule 2 – Statement of Work, the reasons for such delay, and mitigation measures being taken; and
- (c) the Recipient's revised projection of Project cash flows for the current fiscal year if any significant change is expected.

1.2 Annual Financial Statements

The Recipient shall provide its annual financial statements or other above requested information until the later of the Project Completion Date or until the Contribution has been fully disbursed.

1.3 Final Progress Report

Prior to the final payment, the Recipient shall submit a final progress report detailing the actual results of the Project as compared to the expected results and using the means of verification identified in Schedule 2 – Statement of Work. All deviations should be explained.

2.0 Other Reports

2.1 Within thirty (30) calendar days of the Project Completion Date and prior to any payment exceeding ninety percent (90%) of the total Contribution, the Recipient shall provide a statement of the total funding from all sources for the Project, including total Canadian government funding received.

3.0 Communications Plan

3.1 The Recipient shall submit, prior to the Project Commencement Date, a communications plan satisfactory to the Agency. Where applicable, the Recipient shall invite the Agency to participate in discussions relating to the execution of the communications plan and related activities. The role of the Agency representative will be to advise the Recipient on Government of Canada and Agency communications requirements.

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FACT SHEET FOR NEWS RELEASE

Project No:

Program: The Agency's Business Development

202933 Program

Name and Address of Recipient: Recipient Contact: Halifax International Security Forum Name:

Peter Van Praagh 1740 N Street NW Title: Project Manager Washington, District of Columbia Telephone: (202) 688-2477

20036 Fax:

Project Location: Project Type: HALIFAX, Nova Scotia Business Support

Project Description: Deliver the Halifax International Security Forum 2014-2018

This project will enable the Applicant to deliver the Halifax International Security Forum (Halifax Forum or HISF) in November 2014, 2015, 2016, 2017 and 2018, which will assemble leaders, policy makers, and experts from both sides of the Atlantic to discuss the challenges to global security and defence.

Total Project Costs: Eligible Costs: \$19,168,751.00 \$19,168,751.00 Authorized Assistance: Total Government Funding:

\$9,800,000.00

Estimated Project Commencement Date: February 28, 2013

Estimated Project Completion Date: March 28, 2019

\$9,800,000.00

