

Nova Scotia Offica P.O. Box 2284 Station "C" Halifax, N.S. Burtau de la Noevelle-Écossa Cassier postal 2284 State. "C" Halfax (N.-É.) B31 308

JUL 2 9 2011

Halifax International Security Forum 1717 Rhode Island Avenue NW, Suite 650 Washington, District of Columbia 20036

Attention: Mr. Peter Van Praagh, Project Manager

Dear Mr. Van Praagh:

Re: Contribution under Atlantic Canada Opportunities Agency's - Business Development Program - Project number 199652

In response to your application received June 17, 2011, the Atlantic Canada Opportunities Agency ("the Agency"), hereby offers to make a Contribution to Halifax International Security Forum ("the Recipient"). The Contribution will be made pursuant to the Business Development Program ("the Program") and will be subject to the following terms and conditions:

1. Definitions

"Control Period" means the period commencing on the Project Commencement Date and ending two years after the Project Completion Date.

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

"Eligible Costs" means those costs which, in the opinion of the Agency, are reasonable incremental costs that are necessary to carry out the Project as described in Schedule 2 (Statement of Work).

"Parties" means the Agency and the Recipient.

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"Partnership Funds" means the development of relationships with other organizations to provide long-term funding to enable the Halifax Forum to become self-sustaining after the conclusion of this project.

"Project" means an undertaking that meets the Program eligibility and is further described in Schedule 2 (Statement of Work).

"Project Commencement Date" is August 31, 2011.

"Project Completion Date" is March 31, 2014.

"Statement of Work" means the work described in Schedule 2 (Statement of Work) which forms part of this Agreement.

2. Documents Forming Part of this Agreement

2.1 The following attached 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 Project Costs Principles

Schedule 4 - Progress and Results Reporting Requirements

Schedule 5 - Project Fact Sheet for News Release

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

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

3. The Project

- 3.1 The Recipient shall commence the Project on or before August 31, 2011, which date is the Project Commencement Date.
- 3.2 The Recipient shall complete the Project on or before March 31, 2014, which date is the Project Completion Date.
- 3.3 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 Project Costs Principles), will issue the reports under Schedule 4 (Progress and Results Reporting Requirements) and will fulfill its other obligations bereunder in a diligent and professional manner sing qualified personnel.

The Contribution

- 4.1 Subject to all other provisions of this Agreement, the Agency shall make a conditional Contribution ("the Contribution") to the Recipient, with respect to the Project, by installments over a three year period. Each installment will be conditional upon Agency review as described in Article 4.3 as well as in compliance with all other terms of the Agreement. The Recipient agrees that this stace year finding Agreement is condingent upon annual project reviews. The decision to fund each year of this three year project is solely the responsibility of the Agency. Federal funding shall be estimated at a maximum of \$2,400,000 per year for cligible costs over a three year period and subject to adjustment based on confirmation of Partnership funding.
- 4.2 In the event annual funding is granted in each year of the three year period the total contribution will be calculated as the lesser of:
 - (a) 100% of Eligible Costs, estimated to be \$7,470,000, and
 - (b) \$7,470,000.
- 4.3 By June 30 of each year of the Agreement, the Agency shall conduct an annual review, assessing the anticipated annual cost for the upcoming annual Halifax Forum. The level of funding will be determined by the Agency in consideration of, but not limited to the following:
 - (i) annual project review(s),
 - (ii) annual project audit(s) and
 - (iii) project revenues.
- 4.4 Direct labour (personnel) costs shall be eligible up to a maximum of \$225,000 per year.
- 4.5 The Recipient may be required to repay the Contribution where all of the Terms and Conditions of the Agreement are not met to the satisfaction of the Agency.
- 4.6 The Contribution will be applied to costs associated with this Project only.
- 4.7 The Recipient shall provide the Agency with a written representation that all costs incurred under this project are incremental, including attestations that:
 - dedicated personnel, as well as contracted consultants, will be assigned solely to this project; and
 - (2) all costs submitted by the Recipient for reimbursement are directly related to the Halifax Forum event and incremental to all parties.
- 4.8 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.

- 4.9 Eligible costs shall be reviewed, on a yearly basis, in relation to available Partnership Funds. This review shall be concluded no later than June 30 of each year. The determination of Partnership Funds, eligible costs, and total federal funding for the period under review, is solely at the discretion of the Agency.
- 4.10 The final project claim and comprehensive report of the prior year's event and benefits (see Statement of Work) 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 third and final year of this Agreement, shall be submitted no later than March 31 of the following year. The final disbursement will take into consideration the actual Partnership Funds available, as well as annual project gaints, in determining the conclusive level of funding from the Government of Canada.
- 4.11 In recognition of the application for assistance in Canadian dollars from the Government of Canada, the Recipient shall source Canadian goods and services wherever practicable.
- 4.12 The Recipient shall develop an effective partnership agreement with the Council on Foreign Relations (or Foreign Affair magazine) and Hattaway International LLC (or Hattaway Communications) that is acceptable to the Agency and clearly outlines their commitment and support of this project for the duration of the Control Period.

5. Other Government Assistance

5.1 The Recipient shall promptly inform the Agency, in writing, of any assistance received or to be received from federal, provincial or numicipal sources other than those identified in Article 8 which has been received or is to be received for the Project, and the Agency shall have the right to adjust the Contribution to take into account the amount of any such assistance received and may require repayment from the Recipient.

6. Payments

- 6.1 The Recipient shall, no later than 60 days following the Project Completion Date, submit to the Agency a claim it accordance with Schedule 3 Claims and Project Costs Principles). The Agency shall not contribute to any project Cost incurred prior to June 17.01011. Any Eligible Costs not claimed in accordance with the freeping imay, at the sole discretion of the Agency, be considered ineligible unless otherwise agreed to in writing by the Agency prior to the Project Completion Date.
- 6.2 The Agency shall not make any disbursements to the Recipient, above 50% of project assistance, without a claim for costs incurred to date, less sponsorship funds raised to date.
- 6.3 Advance Payment

o.3 Advance Payment

At the discretion of the Agency, a 50% advance payment may be made to the Recipient.

To request an advance payment, the Recipient must submit a completed copy of the Advance Payment Request Form, provided by the Agency, including a monthly cash flow finecast of requirements for the Eligible Costs to be incurred during the advance period. Such documentation must demonstrate that an advance payment is essential to the successful completion of the Project.

Should the Agency determine that an advance payment will be made, such payment will be made in accordance with the Treasury Board Policy on Transfer Payments.

The Recipient must demonstrate that the advance payment was applied exclusively to the payment of Eligible Costs, to the satisfaction of the Agency, within 45 days of the end of the period for which the advance was made.

6.4 Progress Payment

At the request of the Recipient, the Agency may make progress payments to the Recipient based on claims for Eligible Costs which have been incurred. Each claim shall be completed in accordance with Schedule 3 (Claims and Project Costs Principles).

6.5 Joint Payment

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 which have been incurred.

6.6 Final Payment

Notwithstanding the foregoing, ten percent (10%) of the Contribution will, at the sole discretion of the Agency, be reserved for a final payment to be based on a claim submitted by the Recipient.

7. Canadian Environmental Assessment Agency

7.1 The Recipient, on or before the completion of the Project, shall comply with the environmental protection requirements of all regulatory bodies of appropriate jurisdiction.

s. Financing

- 8.1 The Recipient, on or before the date of initial payment, shall provide the Agency confirmation of commitment for all Project financing, in a form satisfactory to the Agency, upon request.
- 8.2 The Recipient shall inform the Agency promptly in writing of any other government (federal, provincial or municipal) or private assistance received or to be received for the Project, and the Agency shall adjust the amount of the Contribution to take into account the amount of any star other assistance that is to be received.

9 Work Plan

9.1 Prior to the initial payment, the Recipient shall provide the Agency with a comprehensive plan of the current year's event.

10 Communications Plan

- 10.1 The Recipient shall submit, prior to the Project Communecament Date, a communications plan satisfactory to the Agency. Where applicable, the Recipient shall inside the Agency to onnimate a representative to participate in the discussions of the communications, marketing or promotional committees established to offercively execute the communications plan and related activities. The purpose of the Agency representative will be to advise the Recipication Government of Canada and Agency communications requirements.
- 10.2 The Recipient shall acknowledge the Government of Canada's support in any communications materials related to this event with the phase "the Halftax Forum is receiving support from the Government of Canada". Other communications considerations will be decided after consultation between the Recipient and the Agency/Department of National Defence and after agreement from the Government of Canada funding partners.

11. Official Languages

- 11.1 The Recipient, in carrying out the Project, will make reasonable efforts to support the Government of Canada's obligation under the Official Languages Act to enhance the vitatity of the official Language minority community, assist in the development and foster the full recognition and use of both English and French in Canadian society.
- 11.2 Where the Recipient communicates with members of the public regarding activities supported by the Contribution and/or where the Recipient provides services supported by the Contribution to members of the public, the Recipient shall:
 - (a) Make available in both official languages any notice, advertisement, announcement, document of publication for the information primarily of members of the public,

- (b) Actively offer and provide, in both official languages, any services to be provided or made available to members of the public,
- (c) Encourage members of both official language communities to participate in its activities, and
- (d) Organize activities when appropriate to meet the needs of members of both official language communities.

12. Progress and Results Reporting

- 12.1 From the Project Commencement Date until the Project Completion Date, the Recipient shall submit quarterly status reports on the progress and results of the Project in accordance with Schedule 4 (Progress and Results Reporting Requirements).
- 12.2 The Agency shall undertake Project Reviews at the end of each year of this Agreement. The Project Reviews will take place within 120 days following the final claim submission (January 31), and serve as decision points to gauge the degree of achievement in critical decision areas. Decision areas include, but are not limited to:
 - (a) Economic impact assessments;
 - (b) Partnership funding levels; and
 - (c) Participation/activity levels of the Agency and its partners.

Such Reviews, conclusions thereto, including decisions regarding project continuance and/or changes in approach, are solely the responsibility and determination of the Agency.

13. Notice

13.1 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: Jeff Mullen

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

14. Entire Agreement

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

This Agreement is open for acceptance for sixty (60) days from the date that appears on its face. The date of acceptance shall be the date the daplicate copy of this Agreement, unconditionally accepted and duly executed by the Recipient is received by the Agency and shall thereafter constitute the Contribution Agreement between the Parties.

If further information is required, please contact Martin Braganza, the officer assigned to your Project, at (800) 565-1228, (902) 426-9108, or via e-mail at martin.braganza@acoa-apeca.gc.ca.

Peter Hogan
A/Vice-President
ACOA Nova Scotia

The foregoing Agreement is hereby accepted this ______day of ______20___

(Project No.: 199652)

Halifax International Security Forum

Per: (Signature)

Per: (Signature)

(Title)

GENERAL CONDITIONS (Revised June, 2010)

Representations, Warranties and Undertakings

1.1 Power and Authority of Recipient

Where the Recipient is not an individual, it represents and warrants that it is duly incorporated and validly existing sed in good standing and has the power and authority to carry on its business, to hold properly and to enter into this Agreement and undertakes to take all necessary action to maintain itself in good standing and to preserve its legal capacity.

1.2 Authorized Signatories

Each Party represents and warrants that the signatories to the Agreement have been duly authorized to execute and deliver the Agreement.

1.3 Binding Obligations

Each Party 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.

1.4 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 which could or would prevent compliance with the Agreement. The Recipient will advise the Agency forthwith of any such occurrence during the term of the Agreement.

1.5 No Gifts or Inducements

The Recipient represents and warrants that it has not, nor has any person offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining the Agreement, my pribe, gift or other inducement, 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.

1.6 Compliance

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

1.7 Other Agreements

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

1.8 Other Financing

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

2. Successors and Assigns

2.1 This Agreement is binding on the Recipient and its successors and assigns.

3. Relationship with the Agency

3.1 The Agency and the Recipient declare that nothing in this Agreement shall be construed as creating an employment, 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 construct and to incur any liability on behalf of fiter Majesty in Right of Canada, and shall be solely responsible for any and all payments and deductions required by the applicable laws. The Recipient shall indemnify and save harmless the Agency in respect of any claims arising from failure to comply with the foregoing.

4. Communications

- 4.1 The Recipient shall acknowledge the Agency's contribution in any public communications of the Project and shall obtain the approval of the Agency before peparing any announcements, brochures, advertisements, web content or other materials that will display the Agency logo or otherwise make reference to the Agency.
- 4.2 The Recipient consents to public autouncements of the Project, by or on behalf of the Agency. The Agency shall inform the Recipient of the date on which the amouncement is to be made and the Recipient shall keep this Agreement confidential until such date. After official amouncement of the Project by the Agency, or sixty (60) days after the Recipient's acceptance of this Agreement, whichever is earlier, information appearing on Schedule's Project Fac Disce, therein, will be considered to be in the public domain.

- 4.3 The Recipient will advise the Agency at least thirty (30) days in advance of any special event, such as but not limited to official opening, ribbon cutting, sod-turning, the Recipient organizes in connection with the Project. A ceremony shall be held on a date which is mutually acceptable to the Minister and the Recipient. The Recipient consents to having the Minister of designate participate in any such ceremony.
- 4.4 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 multications.

5. Material Changes

5.1 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 which includes but is not limited to ownership, management, financing, location, size of facilities, timing, expected results, or other governmental contributions with respect to the Project.

6. Disposal of Assets

6.1 The Recipient shall retain possession and control of the Ptoject assets, the cost of which has been contributed to by ACOA under the Agreement and shall not, prior to the end of the Control Period, eases to use, all or otherwise dispace of Project assets without the written consent of the Agency except where the assets disposed of are immediately replaced by comparable assets of equal or greater value and used for the Project. Any funds recovered by the Recipieru pursuant to the sale or disposal of assisted assets shall be paid to the Agency, will be applied first to interest and administrative charges owing and secondly to repayment installments in reverse order of maturity.

7. Insurance Coverage

7.1 The Recipient shall obtain insurance coverage on assets acquired for the Project, satisfactory to the Agency, and maintain this insurance until the end of the Control Period.

8. Monitoring

8.1 Agency's Right to Audit Accounts and Records

The Recipient will, at its own expense, preserve and make available for audit and examination by the Agency or the Agency's representatives, for a period of 36 months after the end of the Control Period, the books, accounts and records of the Project and the 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 Forgram. The Agency will have the right to conduct such additional

audits at the Agency's expense as may be considered necessary using the audit staff of the Agency, the Audit Services Group of Consulting and Audit Canada, an independent auditing firm of the Recipiont's external auditors.

8.2 Access to Premises

The Recipient will provide the representatives of the Agency reasonable access to the Recipient's premises to inspect and assess the progress of the Agreement or any element thereof and supply promptly on request such data as the Agency may reasonably require for statistical or Project evaluation purposes.

8.3 Access to Third-Party Information and Premises

The Recipient will assist the Agency with the implementation of the Agreement and facilitate access by the Agency to information from third parties and to the premises of third parties, relating to the Agreement.

9. Events of Default

- 9.1 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) In the opinion of the Agency, the Recipient ceases to carry on business,
 - (d) The Recipient submits false or misleading information to the Agency,
 - (e) The Recipient makes a false or misleading statement concerning assistance by the Agency in a prospectus or other document related to raising funds,
 - (f) The Recipient has not met or satisfied a term or condition to which the Contribution is subject.
 - (g) In the opinion of the Agency, an adverse material change occurs in the Project, as described in section 6.1 of these General Conditions or in the Recipient's financial nosition or business operations.
 - (h) The Recipient has not met or satisfied a term or condition under any other contribution agreement, or agreement of any kind, with the Agency, or

 The Recipient has defaulted under the terms and conditions with any financial institution or creditor with rights to the property or assets of the Recipient.

10. Remedies on Default

- 10.1 If an Event of Default has occurred, or in the opinion of the Agency is likely to occur, the Agency may exercise either or both of the following remedies:
 - (a) Terminate any obligation by the Agency to contribute or continue to contribute to the Costs of the Project, including any obligation to pay an amount owing prior to the date of such termination, and/or
 - (b) Require the Recipient to repay part of or all of the Contribution forthwith to the Agency, and that amount is a debt due to Her Majesty in right of Canada and may be recovered as such
- 10.2 The Recipient acknowledges the policy objectives served by the Agency's agreement to make the Contribution, that the Contribution comes from the public monites, and that the amount of damages usuained by the Crown in an Event of Default is difficial to ascertain and therefore that it is fair and reasonable that the Agency be entitled to exercise any or all of their remedies provided for in this Agreement in do do so in the manner provided for in this Agreement if an Event Of Default occurs.

11. Right to Set-off

- 11.1 Without limiting the scope of set-off rights provided under the Financial Administration Act, it is understood that the Agency may:
 - (a) Set off against any amount that may be payable to the Recipient pursuant to the Agreement by any amount that the Recipient owes to her Majesty the Queen in Right of Canada under Jesislation or other agreements of any kind, and
 - (b) Set off against any payments arrears that may be payable to the Agency by the Recipient.

12. Repayment

- 12.1 Where for any reason:
 - (a) The Recipient is not entitled to the Contribution.
 - (b) The Recipient fails to make a payment as required by the terms of this Agreement,
 - (c) The Agency determines that the amount of the Contribution disbursed exceeds the amount to which the Recipient is entitled, or

- (d) The Agency exercised a repayment remedy under the Agreement, the Recipient will repay to the Agency, promptly and no later than 30 days from notice from the Agency, the amount of the Contribution disbused, the amount of the overpayment, or the repayment amount. Any such amount is a debt due to Her Majesty in Right of Canada and may be recovered as such.
- 12.2 The Recipient shall pay, in addition to any amount payable as a result of an Event of Default, interest on that amount 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 of Default as specified in the Demand for Payment. The rate of interest shall be equal to three percent (3%) higher than the average Bank of Canada discount rate for the provious month.
- 12.3 When any payment is received from the Recipient on account of a Contribution, the Agency shall apply that payment first to reduce any accrued interest and administrative charges owing and then, if any part of the payment remains, to reduce the outstending principal balance of the debt due.

13. Annual Appropriations

13.1 Parliamentary Allocation

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

13.2 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).

14. Notice

14.1 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, telegram, fix or telex 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, fax or telex shall be deemed to have been received one (1) working day after being sent; any notice mailed shall be deemed to have been received upon (8) calendar days after being mailed.

15. No Assignment of Agreement

15.1 This Agreement shall not be assigned by the Recipient without the prior written consent of the Agency.

16. Values and Ethics

- 16.1 No member of the House of Commons of Canada or the Senate of Canada shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 16.2 No current or former public office holder or public servant who is not in compliance with the Conflict of Interest Act, the Conflict of Interest and Past-employment Code for Public Office Holders and the Values and Ethics Code for the Public Service shall derive a direct benefit from this Agreement.

17. Lobbying

17.1 The Recipient represents and warrants that any person who lobbies on their behalf to obtain this Agreement, or any benefit thereunder, does so in compliance with the Lobbying Act.

18. Compensation

18.1 The Recipient shall indemnify and save harmless the Agency from and against all claims, losses, damages, costs and expenses relating to any injury to, or death of, a person or loss or damage to property caused or alleged to be caused by the Recipient or its servants or agents in carrying out the Project or any of the Recipient's activities.

19. Cancellation of Agreement

19.1 The Agency may, at any time, by 30 days notice to the Recipient, cancel this Agreement if, in the Agency's opinion, Schedule 2 (Statement of Work) has not been executed in a satisfactory manner, or the progress and objectives outlined in the Agreement have not been met.

20. Access to Information Act and Privacy Act

20.1 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.

Project No: 199652

STATEMENT OF WORK

Project Description

This Project will enable the Recipient to deliver the next three annual Halifax Forums. The first of the Halifax Forums will be held November 18-20, 2011 with subsequent forums held in 2012 and 2013. The forums will bring together leaders, policy makers, and experts from both sides of the Atlantic to discuss the challenges to transatlantic security.

The Recipient shall create a Partnership Fund that will result in sustainability for the Halifax Forum at the conclusion of this three year Agreement. This will include the active participation of the Agency, the active pursuit of industrial partnerships (e.g. Industrial Regional Benefits), and, at the discretion of the Agency, the engagement of a consulting firm, or firms, to develop industry partnerships to facilitate long term sustainability. The Recipient shall provide a plan, which demonstrates sustainability before the end of this Agreement,

In as much as Peter Van Praagh is considered critical to the success of this initiative and whose participation will yield proper file management and achievement of desired outcomes, the Recipient shall maintain Peter Van Praagh, or an acceptable replacement to the Agency, as project manager until the Project Completion Date.

Project Location: Halifax, Nova Scotia

Project Cost and Financing:

Eligible Costs		Financing Source	
Other Operating Costs	\$7,470,000	ACOA BDP Non-Repayable	\$7,470,000
Oliza opening		Contribution	
Total Costs	\$7,470,000	Total Financing	\$7,470,000

Expected Results from the Project:

The federal government requires that the identified results from Projects receiving federal funding be achieved. The Agency will require follow-up on the following results identified for your Project:

Foster a broader dialogue and build a closer relationship among Canada, the United States, South America and Europe, centered on a new and forward-looking global security agenda;

- Forge transatlantic partnerships through high level collaboration that recognizes the ever changing slobal agenda confronting North America and Europe;
- Establish a "front of mind" presence within Atlantic Canada on security issues in the Atlantic region;
- Support and promote knowledge sharing to ensure that both sides of the Atlantic are speaking and listening to each other;
- Promote Canada's image internationally as a leader in global security issues; and
- Create economic spin-offs from the delegates staying in Halifax during the event, during pre-and post-event activities, as well as broader tourism opportunities by creating market awareness.
- The Recipiont 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.

Means of Verification

Annual reporting, annual project audits and annual project reviews.

CLAIMS AND PROJECT COSTS PRINCIPLES

CLAIMS

- Prior to the first disbursement of the Contribution by the Agency, the Recipient shall complete and submit the Pre-authorized Debut / Direct Deposit Authorization (PAD) form to be provided by the Agency.
- No claim shall be paid if the Recipient is not in compliance with the conditions of this Agreement.
- The Agency will make payments to the Recipient, in respect of Eligible Costs incurred, based on claims:
 - (a) Submitted on a monthly basis ("Claim Period"),
 - (b) Submitted on claim forms provided by the Agency, within 45 days of the end of each Claim Period.
 - (e) <u>Accompanied with details of all Costs being claimed, which will be substantiated</u> by such documents as may be required by the Agency and presented in accordance with the structure contained in Schedule 2 (Statement of Work).
 - (d) Certified by the Recipient's authorized signing authority or other person satisfactory to the Agency, and
 - (e) Which include a certificate as to whether or not any amounts are due to Her Majesty the Queen in Right of Canada pursuant to any obligation other than this Agreement and provide details of any such amounts.
- The total amount of Contribution paid to the Recipient, including advances in respect to
 Costs which have been incurred but not paid to the suppliers, should never exceed 50% of
 the total authorized amount Contribution.
- 5. When submitting a claim supporting documents do not need to be included. However, purchase orders, cancelled cheques, invoices, receips and all other supporting documentation must be retained and readily available for an examination by the Agency during any payment verification or audit and until 36 months following the end of the Control Period.

- Within 120 days of the submission of the final claim, the Recipient shall submit a
 statement certified by a person authorized to sign on behalf of the Recipient attesting to
 the Bligible Costs for the entire Project having been incurred and paid.
- No claim for the Contribution will be processed if there are any Progress Reports, as required in Schedule 4 (Progress and Results Reporting Requirement), outstanding.

PROJECT COSTS PRINCIPLES

- General Principles
- 1.1 The total Eligible Costs of the Project shall be the sum of the applicable direct costs, which are, or will be reasonably and properly incurred, in the performance of the Project, less any anolicable credits and/or holdbacks as appropriate.
- 1.2 Eligible Costs include all those costs which, in the opinion of the Agency, are reasonable incremental costs that are necessary in order to carry out the Project.
- Reasonable Costs
- 2.1 A cost is reasonable if, in nature and amount, it does not exceed that which would be incurred by an ordinary prudent person in the conduct of competitive business.
- 2.2 In determining the reasonableness of a particular Cost, consideration shall be given to:
 - a. Whether the Cost is of a type generally recognized as normal and necessary for the conduct of the performance of the Project,
 - b. The restraints and requirements by such factors 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, the Government and public at large.
 - d. Significant deviations from the established practices of the Recipient which may unjustifiably increase the Eligible Costs, and
 - The specifications, delivery schedule and quality requirements of the particular Project as they affect Costs.
- 2.3 The Agency shall not contribute to any Cost that is not a reasonable and proper direct cost of the Project, or to any cost which is not substantiated by satisfactory supporting documentation.

- 2.4 Travel costs claimed as Eligible Costs are reasonable if comparable to the Treasury Board Travel Directive for the Public Service and exclude items such as entertainment and first-class air fare, etc. and are incurred solely in performance of the Project.
- 2.5 In house wages claimed as Eligible Costs are reasonable if the Agency is satisfied with the qualifications and experience of the personnel involved. Existing employees may be deemed as eligible to the extent that they are incremental to the operating costs. Hourly employees are considered incremental while salarned employees are formally considered incremental only when hird specifically for the Project or when replaced in their normal duties by additional employees. In the later case the incremental costs would be based on the cost of the replacement employee.
- Direct labour costs claimed for owners of a proprietorship or partnership are not eligible costs.

PROGRESS AND RESULTS REPORTING REQUIREMENTS

 From the Project Commencement Date until the Project Completion Date the Recipient shall submit status reports as required in this Schedule, on the progress and results of the Project in a form satisfactory to the Agency.

2. Quarterly Progress Reports

The Recipient shall submit progress reports on a quarterly basis, within 45 days of each quarter. For the purposes of this Agreement each progress report shall contain:

- (a) A description of the progress made in the fulfillment of Schedule 2 (Statement of Work) during the quarter, detailed as defined in Schedule 2 (Statement of Work).
- (b) An assessment of any significant delay in completing the Project or the attainment of 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 Projections of Project cash flows for the current fiscal year, if any significant change is expected.

3. Annual Reporting

- 3.1 By January 31, 2012, and by the same date each year thereafter, until the end of the Control Period, the Recipient shall provide the Agency a written progress report containing:
 - (a) A description of the progress in completion of the Project activities, in comparison with the schedule and milestones contained in Schedule 2 (Statement of Work) and the related Project expenditures for that segment of Project activities.
 - (b) The Recipient's revised estimated Cost breakdown by category and by fiscal year,
 - (c) An indication of any delay in completing the Project and the reasons for such delay, together with the Recipient's revised schedule and any proposed revisions to Schedule 2 (Statement of Work).

PROJECT BACT SHEET FOR NEWS DELFASE.

Project No:	
199652	
Recipient Co	entect:
Name:	Peter Van Praagh
Title:	Project Manager
Telephone:	(202) 316-6857
Fux:	
Project Typ	er .
Business Sur	port
suits:	
	199652 Recipient Co Nume: Title: Telephone: Fax: Project Typ Business Su

This project will enable the Recipiest to deliver the next three annual Halifax Forums. The first of the 'Halifax Forums will be held November 18-20, 2010 with subsequent forums held in 2012 and 2013. The forums will bring together leaders, policy makers, and experts from both sides of the Atlantic to discuss the challenges to transsulation security.

Total Project Costs: \$7,470,000	Eligible Costs: \$7,470,000
Authorized Assistance:	Total Government Funding:
\$7,470,000	\$7,470,000
Estimated Project Commencement	Date: August 31, 2011
Estimated Project Completion Dat	

Note: The date of the first forum should have been November 18 to 20, 2011 not 2010.



ACOA BUSINESS DEVELOPMENT PROGRAM -SEF TO

acco AUG 8 4 2811

PROGRAMME DE DÉVELOPPEMENT DES ENTREPRISE DE L'APECA DEMANDE D'AIDE

Project no. / Nº du projet

DIRECTIVES

INSTRUCTIONS

- Submit a completed and signed application form, along with any attachments, to the ACOA office in the province where you plan to locate the proposed project.
- . Please call your nearest ACOA office if you have any questions.
- Envoyez la formule de demande dûment remptie et signée, accompagnée des documents pertinents, au bureau de l'APECA dans la province où le projet sera exécuté.
 - Veuillez tétéphoner su bureau de l'APECA le plus près si vous avez des questions.

t – Legal name of applicant and operating Denomination sociale du requerant et a premier : HALIFAX INTER FORUM	name, if different: rom commercial, s'il diffère du NATIONAL SECURITY	2 - Name and title Nom et titre de Name:	of person to whom enquises ma to personne pouvant repondre a PETER VAN PRAAGH	y be directed: nux questions:
Mailing address: 1717 RHODE IS SUITE 650 WASHINGTON,	ELAND AVENUE NW DC 20036 5.20(1	Telephane no.: N° de telephone :	202,316.6857	(bus/bur.) (ses./sés.)
Business identification number: Numero d'identification d'entraprise ;		E-mail/Courriel : Fax no. N° de télécopieur	peter@halifaxtheforum.o	
3 - Form of organization / Genre d'organis				
Corporation Societé	Partnership Société de personnes	Goopera Coopéra	itive Organisme sant	eganization but sucratif
To be incorporated A consultuer en société	Sole proprietorship Entreprise Individuelle	Other (spec Autre (préci	cify) 🗆	
4 - Principal owners / Propriétaires princi	раих:			
Name / Nom	% Ownership / % d	e propriété	Title / Titre	
Jonathan Welsstub	N/A		Chairman of the Boa	rd of Directors
Jonathan Tepperman	N/A		Director	
David Kramer	N/A		Director	
5 - Is any part of your business owned b Un gouvernement eat-it propriétaire d Neme of parent company (if applicab Nom de la société mère (he cas éché	'una partie de votre entroprise? (e):	No 🖲 Non	Yes D	
Name of subsidiary companies (if ap Nom des filiales (le cas échéant) :	plicable): N/A			
8 - Location of project: Licu du projet : Halifax, Nova	Scotia			

ACOA 271 (11/08/04) (1 of 4)

Canadã

 strief description of project / Décrivez 	brièvement votre pro	jet: The Halifax International Se event hosted every Novemb 2009, Halifax Forum has de tooking Global Security Age makers and opinion feaders America, and the Middle Ea	er in Halifax veloped a re nda debate i from North	, Nova Scotia. Launched in putation for serious, forward with like-minded policy America, Europe, Asia, Latin
provides good information on issues	enction des exigences s potential environme to be addressed.	s environementales? Yes Out	oir sur l'enviro	
Summary of estimated project costs Sommaire des coûts estimés du pro	jet;	10 - Proposed financing Financement prop	p of project: osé pour le proj	et:
Project costs / Coûts du projet		Project financing /	Financement d	u projet
Description:	(\$)	Description:		(\$)
Personnel	675,000	ACOA		7,470,000
Travel	900,000			
Meetings	1,605,000			
Professional Services	2,205,000			
Production and Outreach	1,995,000			
Supplies and Communication	90,000			
Yotal	7,470,000		Total	7,470,000
Have you made any financial or le Avez-vous pris des arrangements	gal commitments for financiers ou juridiqu	the project?		
No Yes Oui	Provide details: Foumir des détails			
12 - Estimated start date of project: Date approximative de début du p	rojet : 6/17/2011	Estimated complete Date approximative	ion date of proje e de fin du proje	ect. os/31/2014
13 - Employment / Emplois		Number of joi	s / Nombre d'e	molels
		Average during the last year! Moyenne durant la demiète année	Approxima	to be created by this project/ tilf créé par le projet
Permanent full-time / Permanents	à temps plein :		3	boood\
Permanent seasonal / Permanen	is salsonniers :		30 (Halifa	
Permanent part-time / Permanen	is à temps partiel :		3 (Halifa:	(Dased)

ACOA 271 (11/08/04) (2 of 4)

14 - Business nian

Please e that the following is included with your signed application

FOR ALL PROJECTS (EXCEPT STUDIES)

- A history and description of the business, including the products manufactured or services rendered.
- Supporting data on major items to be purchased/builit, e.g. cost quotations (make, model, etc.), labour quotes for building or construction, size of building, etc.
- Sufficient market data on project, e.g. who are competitors, where are they, what is the proposed market, how will product be promoted?
- ure of business, résumés of key people, Outline of management structure of business, experience in type of proposed business, etc.

- For an existing business

Financial Statements for last facel year and one year projected Statement of Income and Expenses. It project is over \$200,000, three year projected statements are required including Cash Flow, Source and Application of Funds, and Ballenics Sheet, Include key assumptions which make up projections.

- Copy of projected Opening Balance Sheet and one year projected Statement of income and Expenses. If project is over \$200,000, three year projected statements are required including Cash Flow, Source and Application of Funds, and Balance Sheet. Include Key assumption which make up projections
- Personal Net Worth Statement

FOR MARKETING, TRAINING AND QUALITY PROJECTS

- Detailed implementation plan (3 years) outlining costs of various Detailed imptementation plan (3 years) outlining costs of various activities to be undertaken.
 if applying for a qualified person, include a detailed job description and resume of proposed person to be hims.
 Latest fearchial statements.

FOR INNOVATION PROJECTS

Complete description of the proposed project
 Latest financial statements.

COD STUDY PROJECTS

- Proposal from consultant
- Latest financial statements - Personal not worth statement
- The extent of information required will be dependent on the complexity and size of the business or project. For larger, more complex projects, a more detailed Business Plan, Feeshilty Study and/or Marketing Study with be required. Contact your ACOA representative for guidance.

14 - Disn d'entreorise

Veuillez inclure les tionnées suivantes avec votre formule de demande dúment signés.

POUR TOUS LES PROJETS (À L'EXCÉPTION DES ÉTUDES)

- L'historique et une description de l'entreprise; y compris les produits fabriqués ou les services offerts.
- Des données à l'appui pour les gros achals (devis pour chaque marque et modèle d'appareil, étc.) ou les gros travaux de construction (devis pour les travaux, talle de l'immeuble, etc.).
- Des données commerciales suffisantes concernant le projet (Qui sont les concurrents? Du sont-le situés? Quel est le marché ciblé? Comment le produit sera-l-à commercialisé?).
- Exposé de la structure de gestion de l'entreprise, curriculum vitae des principaux intervenants, expérience dans le genre d'entreprise ryonosée
 - Entranciso existante

États financiers du dernier exercice et état des revenus et des depenses prévus pour le procheme année. Si le projet est évalué à plus de 200 000, 5, les prévisions devient s'échlonner su trôle ans (mouvements de trèsorèrie, provenance et utilisation des fonds, blan). Mestionner les principaux éléments des prévisions.

Une copie du bilan d'ouverture et un étal des revenus et des Une copin du bilan d'ouverture et un étal des revenus et des dépenses prévus pour la prochaire année. Si le projet est évalué à plus de 200 000 ş, les prévisions doivent s'échelonnes our trols ans (mouverards de trésocrete, provenance et utilisation des fonds, bilan). Membanner les principaux éléments des prévisions.

État de la valour natte personnelle

PROJETS DE MARKETING, FORMATION ET QUALITÉ

- Plan de marketing trietmal énumérant le coût des diverses activités
- qui seront entreprises.
 Si la demande est pour un spécialiste en marketing, incluré une description de poste détaillée et le curriculum vitae de la personne
- qui sera embauchée.

 Demiers états financiers

PROJETS D'INNOVATION

Description complète du projet proposé.
 Derniers états financiers.

ÉTUDES

- Demiers états financiers.
 État de la valeur rette personnelle.

La quamité de données à fournir dépend de la complexité et de la taible de l'entreprise ou du projet. Pour les projets plus complexes, il faut envoyer un plan d'entreprise, une étude de liabstité étous une étude de marché plus déballés. Communiquer avec un représentant de l'APECA pour obtenir des conseils

 Applicance professional references	rif applicable) / Références	professionnelles du requérant (le cas échéant	ŋ.

Contact person Name of firm or agency Nom de ta firme ou de l'organisme Téléphone Personna-reasource Financial institution / Établissement financier Accountant / Comptable Lawyer / Avocat : Insurance company / Compagnie d'assurance :

ACDA 271 (11/08/04) (3 of 4)

s.20(1)(b) 5.19(1)

16 -	Official language preferred for correspondence: Choix de langue pour la correspondance :	Engli: Angla	sh IIs (French Français	0
17 -	No and consent TO THE MINISTER FOR THE		17 -	Avis et consentemen	INISTRE DE L'AGENCE DE
	ATLANTIC CANADA OPPORTUNITIES AGENCY (ACOA):		PF		MQUE DU CANADA ATLANTIQUE (APECA) :
(a)	I certify that the information given is, to the best of my knowle and ability, complete, true and correct and this will also apply information given in the future in connection with the incplementation of the project and the program.	edge ((a)	présentes est compté	connaissance, l'information fournile dans les ète, véridique et exacte, et que cela sera le cas qui sera fournie à l'avenir par rapport à la mise et du programme.
(D)	I certify that financial assistance from ACOA is a significant from the decision to proceed with this project.	ector i	(b)		écision de donner sulle au projet repose dans r l'aide financière consentie par l'APECA.
(c)	I also authorize ACCA in make any enquiries of such person firms, compositions, federal and provincial government agencies/departments and non-profil economic development organizations, to condect and share information with temperature as ACCA oceans necessary in order to reach a decision on this population, to administer and monitor the implementation of subject project, and to evaluate the results of the project amo program after project completion.	the	(c)	personne, toute entre fédérat ou provincial économique sans bu renseignements, selo décision relativement	LYAPECA à entier en communication avec toute prise, toute société, (out organisme ou ministère et tout organisme de dévelopement it lucraîté afin de demandar ou de donner das no ce qu'elle jugera indessaire pour prendre un et à la prèsente demande, pour gérer de contrôler pripile, et pour d'exilier les résultats du projet et ois le projet termind.
(d)	information provided to ACCA will be treated in accordance of the Access to Information Act and the Privacy Act. These govern, protect and first the collection, use and disclosure of personal, fizancial and technical information by federal government departments and appendix. Information private ACCA is secured from vinauthoritied access.	ws.	(d)	sur l'accès à l'informe rensaignements para l'utilisation et la diffus techniques par les m	iso à l'AFECA sera l'azilée conformément à la Lo ellon et à la Loi sur la profection des counsis: Ces des règlesses et l'amisent la collecte, sion de censelignements personnels, financiers a inistètées di les agencées du gouvernament. ansmise à l'AFECA est prolégée contre l'accès.
the c	I and understood the Notice and Consent. I voluntarily conser offection, use and disclosure as described. (You should keep a for your records).	signed	au a	assemblement, à l'util	pris le présent avis. Je consens volontairement lisation et à la divulgation de l'information décrite garder une copie signée pour vos dossiers).
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Note to file

German Marshall Fund QA 197160

The ACCA context with the Comman Marchall Fund states that all private partnership Sundarised and to the operation of the Comman Marchall Fund states are stated and the operation of the Comman Marchall Sundaria, and the Comman Marchall Sundaria, as a result, like Append contribution has been reduced by this amount. In reviewing codes barrished, a resulter of prepanses with the purposed by better all invites and not the Commence of Coseda. Those opposes have been submitted under the calenting and staff served categories.

The conclusive amount of funding form the Government of Canada is \$2,298,384.60 CAD based on submitted costs of \$2,549,677.59 USD.

As no further costs are to be incurred or reised, the project will be closed.