

Awareness Enhancement Fund

ARTICLES OF AGREEMENT

BETWEEN

Edmonton Housing Trust Fund on behalf of Edmonton Joint Planning Committee on Housing (Hereinafter referred to as the "TRUST FUND")

AND

The applicant identified as the "Legal Name of Applicant on the attached document entitled "Awareness Enhancement Fund Application / Agreement" (hereinafter referred to as the "APPLICANT")

AGREEMENT

1. The following documents and any amendments relating thereto form the agreement between the TRUST FUND and the APPLICANT:
 - a. These Articles of Agreement;
 - b. The document attached hereto and entitled "Awareness Enhancement Fund Application /Agreement"

INTERPRETATION

2. In this agreement,
 - "EJPCOH" refers to the Edmonton Joint Planning Committee on Housing.
 - "Activity" or "Proposed activity" refers to the description provided in box 15 and 15(a) of the document attached hereto and entitled "Awareness Enhancement Fund Application /Agreement".

CONTRIBUTION

3. Subject to the terms and conditions of this Agreement, the TRUST FUND agrees to make a contribution to the APPLICANT towards the total cost of the activity not to exceed the amount specified in box 23 of the document attached hereto and entitled "Awareness Enhancement Fund Application /Agreement".
4. All costs incurred over and above the terms of section 3 are the sole responsibility of the APPLICANT. This includes any and all cost overruns associated with the activity.
5. Any payment under this agreement is subject to the appropriation of funds by EJPCOH for the fiscal year in which the payment is to be made and to the maintenance of current and forecasted funding allocation levels for EJPCOH's Awareness Enhancement Fund. In the event that EJPCOH cancels the program or reduces the level of funding for the Awareness Enhancement Fund for any fiscal year in which payment is to be made under the agreement, the TRUST FUND may terminate the agreement in accordance with the termination provisions of this agreement or reduce the amount of its contribution payable under the agreement in that fiscal year.

6. Where, pursuant to section 4, the TRUST FUND intends to reduce the amount of its contribution under the agreement, it shall give the APPLICANT not less than 15 days notice of its intention to do so. Where, as a result of reduction in funding, the APPLICANT is unable or unwilling to conduct and/or maintain the proposed activity, the APPLICANT may, upon notice to the TRUST FUND, terminate the agreement.

TERMS OF PAYMENT

7. The TRUST FUND's contribution shall be payable upon receipt of a claim made by the APPLICANT in a form prescribed by the TRUST FUND, such claim to be submitted by the APPLICANT within 30 days following the completion of the activity.
8. Where the APPLICANT is a not-for-profit organization, the TRUST FUND's contribution may be made as follows:
 - a. An initial advance not exceeding 90% of the approved total contribution payable under the agreement if required;
 - b. Upon receipt of a claim made in a form prescribed by the TRUST FUND and submitted within 30 days following the completion of the activity, the balance, if any, of the contribution to the APPLICANT.
9. In the event payments made to the APPLICANT exceed the amount to which the APPLICANT is properly entitled under this agreement, the amount of such excess is a debt owing to the TRUST FUND and shall be repaid promptly to the TRUST FUND upon notification.
10. The TRUST FUND may withhold payment of any claim pending the completion of an audit of the APPLICANT'S books and records conducted either by the TRUST FUND or an agent thereof.

REPRESENTATION AND WARRANTY

11. The APPLICANT represents and warrants that all statements made to the TRUST FUND in connection with its application for funding are true and all the relevant facts have been disclosed.

OBLIGATIONS OF THE APPLICANT

12. The APPLICANT shall:
 - a) carry out and complete the activities in a diligent and professional manner, using qualified personnel;
 - b) demonstrate to the satisfaction of the TRUST FUND that the activities will maintain and implement any and all environmental protection measures ensuring that the harm to the environment if any, will remain minimal and that all standard and rules established by competent authorities are respected;
 - c) upon request of the TRUST FUND, produce any certificates, licenses and other authorizations required for the carrying out of the Activities in respect of the rules relating to the environment;
 - d) keep proper books of accounts and records, in accordance with generally

accepted business and accounting practices, of the financial management of the Activities and records of all other Activities expenditures and revenues including funding for Activity costs received from other sources;

- e) make the books and records referred to in paragraph d) available at all reasonable times for inspection and audit by the representatives of the TRUST FUND who shall be permitted to take copies and extracts from such books and records;
 - f) furnish the TRUST FUND such additional information as it may require with reference to such books and records;
 - g) preserve the books and records referred to in paragraph d) and keep them available for audit and inspection by representatives of the TRUST FUND for a period of six (6) years following the end of the funding period;
13. The APPLICANT shall obtain, prior to the commencement of any activities, all permits, licenses, consents and other authorizations that are deemed necessary to permit the carrying out of the activities, and the activities shall be executed in compliance with all laws, by-laws and regulations.
14. The APPLICANT shall both during and following the term of this agreement indemnify and save the TRUST FUND and EJPCOH harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the APPLICANT or its employees in connection with anything purposed to be or required to be provided by or done by the APPLICANT pursuant to this agreement or done otherwise in connection with the Activities. This provision shall survive the Termination of this agreement.

DEFAULT

15. The following constitute Events of Default:
- a) the APPLICANT becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
 - b) an order is made or resolution passed for the winding up of the APPLICANT, or the APPLICANT is dissolved;
 - c) the APPLICANT is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this agreement;
 - d) the APPLICANT has submitted false or misleading information to the TRUST FUND;
 - e) in the opinion of the TRUST FUND, the APPLICANT has failed to proceed diligently with the Activities
16. If an event of Default occurs, the TRUST FUND, without restricting any remedies

otherwise available, may notify, in writing, the employer of the default.

17. The TRUST FUND may, in addition to any remedies otherwise available, immediately terminate the agreement by written notice. Upon providing notice of termination, the TRUST FUND shall have no obligation to make any further contribution to the APPLICANT.

EARLY TERMINATION

18. The TRUST FUND or the APPLICANT may terminate this agreement at any time without just cause upon not less than 15 days written notice of intention to terminate.
19. In the event of termination notice being given by the TRUST FUND under section 17
 - a) the APPLICANT shall make no further commitments in relation to the Activities and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - b) all eligible costs incurred by the APPLICANT up to the date of termination will be paid by the TRUST FUND, including its costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the TRUST FUND that the costs mentioned herein were actually incurred by the APPLICANT and the same are reasonable and properly attributable to the termination of the agreement
20. The APPLICANT shall negotiate all contracts related to the Activities, including subcontracts and employment contract on terms that will enable the APPLICANT to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this agreement, and generally the APPLICANT shall cooperate with the TRUST FUND and do everything reasonably within its power at all times to minimize and reduce the amount of the TRUST FUND's obligations in the event of early termination hereunder.

REPORTS AND INFORMATION

21. The APPLICANT shall upon request, provide the TRUST FUND with progress reports, satisfactory to the TRUST FUND in scope and detail, concerning the progress of the Activities. This provision shall survive the termination of this agreement.
22. The APPLICANT shall upon request, arrange for representatives of the TRUST FUND to have access to the business premises of the APPLICANT and to the site or sites where The activities are being carried out to monitor their progress. This provision shall survive the termination of this agreement.

GENERAL

23. This agreement may be amended by the mutual consent of the parties. To be valid, any amendment to this agreement shall be in writing and signed by the parties.

24. The APPLICANT shall not assign this agreement or any part thereof or any payments to be made there under without the written permission of the TRUST FUND and any assignment made without that permission is void and of no effect.
25. The management, supervision and control of the Activities are the sole and absolute responsibility of the APPLICANT. The APPLICANT is not in any way authorized to make a promise, agreement or contract on behalf of the TRUST FUND.
26. The parties hereto declare that nothing in this agreement shall be construed as creating a legally binding partnership or agency relationship between them.
27. The APPLICANT shall ensure that it has adequate general liability insurance during the life of the Activities. Upon request of the TRUST FUND, the APPLICANT shall produce evidence of this general liability insurance.
28. This agreement is binding upon the APPLICANT and its successors and assigns and supersedes all previous agreements between the parties.
29. The APPLICANT warrants that its representative(s) who sign(s) the Awareness Enhancement Fund Application/Agreement on its behalf has (have) the authority to sign the agreement, and agrees to provide the TRUST FUND with such evidence of that authorization as the TRUST FUND may reasonably require.
30. This agreement shall come into force and effect when it is executed by both parties of this agreement.