

## Terms and Conditions

### The Canadian Red Cross Society Granting Agreement (the “Agreement”)

#### COVID-19 Emergency Response Support for Non-Profits

These terms and conditions are incorporated by reference to the Agreement.

By signing the Agreement, the Grantee hereby agrees to the following terms and conditions:

**1. Definitions.** Capitalized terms not defined in the Agreement have the definitions set out in the Emergency Support for Community Organizations - Granting Program Granting Guidelines (the “**Granting Guidelines**”) and the Project Description attached to these Terms.

**2. Entire Agreement.** This Agreement includes these Terms and Conditions, the Granting Guidelines and the Project Description as accepted by both parties. In the event of a conflict or inconsistency between these documents, the order of precedence shall be the following: (a) the Agreement and these Terms and Conditions; (b) The Granting Guidelines, and (c) the Project Description.

**3. Term.** This Agreement shall commence on the Effective Date and shall continue in effect throughout the Term or until either party terminates the Agreement in accordance with the provisions of Article 10 below.

**4. Payment, Use and Advance.** Any payments by the CRCS to the Grantee can only be used by the Grantee for Project expenses incurred after the Eligible Costing Date, as defined in the Project Description and cannot be used for any ineligible activities as set out in the Granting Guidelines. Payment of any funding under this Agreement is subject to the availability of funds and may be cancelled or reduced in the event that the Government of Canada cancels or reduces its funding to the CRCS. The CRCS may advance funds to the Grantee prior to the commencement of the Project. This amount will be considered an advance against fees and expenses incurred by the Grantee and will be accounted for in any reporting by the Grantee on the Project.

**5. Repayment.** The Grantee shall repay to the CRCS the amount of any funds provided to which it is not entitled, including the amounts of any payments: (i) made in error; (ii) made for costs in excess of the amount actually incurred for those costs; and (iii) that were used for costs that were not eligible under this Agreement. Such amounts shall be promptly repaid to the CRCS, upon receipt of notice to do so and within the period specified in the notice, together with interest.

**6. Equipment.** In the event that the CRCS provides capital equipment to the Grantee or the Grantee uses Project funds to purchase capital equipment that has a purchase or lease value of more than \$1,000 (before taxes), such equipment shall be owned by the CRCS and the CRCS shall retain all rights with respect to the equipment. On the completion or termination of this Agreement for any reason, unless otherwise agreed to in writing, such equipment (or the then fair market value of same) shall be returned to the CRCS or otherwise disposed of as directed by the CRCS.

**7. Progress Reports and Payments.** Payment and reporting expectations are set out in the Agreement. Installment payments contemplated in the Agreement will be based on confirmation by the Grantee (a) of reasonable progress on the Project, and (b) that any resources or funds previously provided by the CRCS have been applied to the Project appropriately. If the Grantee is not abiding by the terms of this Agreement, then the CRCS, in its sole discretion, may withdraw or withhold funds or other resources.

**8. Relationship.** Nothing in this Agreement shall constitute or be construed to create a partnership, agency, joint venture or an employment relationship as between the parties and neither party shall hold itself out as partner, agent, joint venturer or employee of the other or any other type of relationship that renders one party liable for the debts or obligations of the other party except as specifically provided for in this Agreement. Nothing in this Agreement creates any undertaking, commitment or obligation by the CRCS respecting additional or future funding of the Project beyond the Term, or that exceeds the maximum contribution specified in this Agreement. In addition, nothing in this Agreement creates nor is to be interpreted, construed or held out as creating any role, responsibility, obligation or interest for or in the Government of Canada.

**9. Insurance.** Without in any way limiting the liability of the Grantee under this Agreement it shall be the sole responsibility of the Grantee to maintain and keep in force and effect during the term of this Agreement sufficient insurance as is customarily kept by an organization conducting similar activities.

**10. Confidentiality.** Each party acknowledges that, during the term of this Agreement, it may be required from time to time to disclose to the other party certain

confidential and proprietary materials, information and data relating to that party's activities (all of which is referred to as "**Confidential Information**"). Each party acknowledges that the other's Confidential Information, other than that which is publicly known, is confidential and proprietary information. The parties shall not, during the term of this Agreement or thereafter, use, disclose, divulge or make available each other's Confidential Information to any third party either directly or indirectly in any manner whatsoever without the prior written consent of the other party, except that the CRCS may share information with its advisors and the Government of Canada as required. Notwithstanding the foregoing, the Grantee consents to the use and disclosure publicly or to other humanitarian organizations or government agencies, of data, outcomes, information, reports, statistics, modelling, and other materials related to the Project for the purposes of research, service delivery improvement, emergency preparedness and other humanitarian purposes and reporting to the Government of Canada.

**11. Termination.** The CRCS shall have the right to terminate this Agreement at any time and for any reason on ten (10) days' written notice to the Grantee. In the event of improper use of the funds by the Grantee under, or a material breach by the Grantee of, any term of this Agreement, as determined by the CRCS, the CRCS may terminate this Agreement effective immediately upon delivery of written notice of termination to the Grantee. In the event of termination, the Grantee will forthwith refund to the CRCS any monies advanced by the CRCS and not expended in accordance with the terms of this Agreement and the CRCS will have no further obligations under the Agreement.

**12. Books and Records and Reporting.** Each party shall maintain full and complete books and records of the Project. The CRCS reserves the right to audit the Grantee and the Grantee shall provide reasonable access to its books and records for this purpose for a period of seven years following completion of the Project. The Grantee shall provide full and complete reports, including invoices, receipts, vouchers, payment records, results achieved or any discrepancies thereof, on the Project to the CRCS in the form required by the CRCS. The Grantee shall immediately notify the CRCS regarding any changes to its eligibility for funding from the CRCS as set out in the Granting Guidelines.

**13. Recognition.** The Grantee shall recognize the support of the CRCS and Employment and Social Development Canada for the Project in any publicly

available information and other materials related to the Project in accordance with the Granting Guidelines. Without limiting Article 7, CRCS may list the Grantee's name, location and pertinent details of the Project on the CRCS' website and social media platforms and may use photographs, recordings and other testimonials on the CRCS website and in social media and in reports to the Government of Canada and other partners. The Grantee acknowledges that information obtained by the CRCS pertaining to this Agreement may be disclosed through a freedom of information request.

**14. Logos and Trademarks.** For the sole purpose of public communications and publicity for the Project, the CRCS consents to the Grantee's use of its name, trademarks, trade names, logo and other branding. For the sole purpose of public communications, research, reporting and publicity for the Project, the Grantee consents to the CRCS' and the Government of Canada's use of its name, trademarks, trade names, logo and other branding. Any and all use of marks mentioned in this section by a party (the "**recipient**") shall enure to the benefit of the owner of the marks (the "**grantor**") only and the recipient shall co-operate fully and in good faith with the grantor to establish and/or protect the grantor's rights, title, interest and/or goodwill in and to the marks used by the recipient. The recipient agrees that all such marks are owned by the grantor, and that nothing in this Agreement gives the recipient any rights, title, interest and/or goodwill in and to the marks used by the recipient, other than to use the grantor's marks in accordance with this Agreement. No party shall allow third parties to use the marks of the other party without prior written consent, which consent shall be in the form determined by the grantor. When using a trade-mark of the grantor, the recipient shall display with the trade-mark, (i) in the case of a registered trade-mark, "[TRADE-MARK] is a registered trade-mark of [GRANTOR], used under license by [RECIPIENT]", and (ii) in the case of an unregistered trade-mark, "[TRADE-MARK] is a trade-mark of [GRANTOR], used under license by [RECIPIENT]". The grantor's consent to use of a trade-mark by the recipient may be revoked upon failure by the recipient to comply with any term of this Agreement, or if the grantor is otherwise dissatisfied with the manner in which the trade-mark is being depicted, or with the character or quality of the goods or services in association with which the trade-mark is being used.

**15. Segregation of Funds.** The Grantee shall keep all funds received from the CRCS segregated and apart from other funds of the Grantee, either in its accounting

system or in a separate bank account, so that the funds of the CRCS are separately identifiable.

**16. Monitoring and Evaluation.** The Grantee will be responsible for the routine management and monitoring of the Project. The Grantee shall permit the CRCS to enter any premises used by the Grantee in connection with the Project at reasonable times and upon reasonable notice, in order to observe and evaluate the activities and inspect all records relating to the Project. The Grantee consents to the provision of contact information of members of the board of directors and/or management of the organization so that they can participate in a survey, interview, case study or other data collection exercise initiated by the Government of Canada.

**17. Amendment.** This Agreement may be amended upon mutual written agreement of the parties. Notwithstanding the foregoing, the CRCS may amend the Agreement by providing ten days' written notice to the Grantee.

**18. Assignment or Subcontracting.** Neither party may assign, pledge, mortgage or otherwise encumber any of its rights under this Agreement without the prior consent of the other.

**19. Contractual Commitments with Third Parties.** The CRCS shall not be held liable for any contractual commitments entered into by the Grantee with any third party for the performance of the Project.

**20. Compliance with Laws and Governing Laws.** Each of the parties agree to comply with all laws, ordinances, rules, and regulations of any government or administrative agency, federal, provincial, state or local that affect the Project. The Grantee shall obtain, prior to the commencement of the Project, all permits, licences, consents and other authorizations that are necessary for carrying out the Project. The Grantee shall ensure that professionals delivering specialized services as part of or related to the Project have the relevant certifications or checks. This Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

**21. Dispute Resolution.** In the event a dispute arises out of or in connection with this Agreement, the dispute shall be settled by arbitration before a single arbitrator in Ottawa, Ontario, in accordance with the Arbitration Act, 1991 (Ontario) or as otherwise agreed upon by the parties to the dispute. All proceedings relating to arbitration shall be kept confidential, and there shall be

no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law or mixed fact and law.

**22. Indemnity.** The Grantee agrees, both during and following the Term, to defend, indemnify, and hold the CRCS, its directors, officers, members, employees, volunteers, agents and affiliates, and their respective directors, officers, members, employees, volunteers, agents harmless from and against any direct loss, claim, cause of action, suit, injury, expense, damage or liability, including reasonable legal costs, relating to or as a result of: (a) this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder; (b) the negligence or wilful misconduct of the Grantee in connection with or related to the performance of its obligations pursuant to this Agreement; (c) any misrepresentation made by the Grantee in any application to or communication with the CRCS or made by the Grantee in furtherance of its performance pursuant to this Agreement; or (d) any breach or default by the Grantee of any of its obligations pursuant to this Agreement.