

COMPREHENSIVE FUNDING AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN in right of Canada as represented by the Minister of Indigenous Services and the Minister of Indian Affairs and Northern Development[COMMENT] *OPTIONAL-if multi-departmental*[COMMENT] and the Minister of [/:OtherFundingDepartment] ("Canada").

AND:

[COMMENT] *Select from 1 of the following 4 options:*

1. Select this option if the party receiving funding is a First Nation.

Insert full legal name for the FullLegalName.

Insert any name or short form to be chosen by the First Nation for the Name. If applicable for grammatical purposes, insert the word "the" before the name or short form.[COMMENT]

[/:FullLegalName], a First Nation that is a "band" as defined in the *Indian Act*, as represented by its Chief and Councillors ("[:Name]").

[COMMENT] *2. Select this option if the party receiving funding is a Tribal Council.*

Insert full legal name for the FullLegalName.

Insert non-profit corporation, corporation or society as applicable for the CompanyType.

Insert Canada or the Province or the Territory for IncorporatedJurisdiction.

Insert any name or short form to be chosen by the Tribal Council for the Name. If applicable for grammatical purposes, insert the word "the" before the name or short form.[COMMENT]

[/:FullLegalName], a Tribal Council, a [/:CompanyType], incorporated / established under the laws of [/:IncorporatedJurisdiction] and represented by its directors ("[:Name]").

[COMMENT] *3. Select this option if the party receiving funding is a corporation or society but not a Tribal Council: Note that the jurisdiction of incorporation may be federal (i.e. the Canada Not-for-profit Corporations Act) or provincial/territorial. Records of incorporation should be kept on file and updated.*

Insert full legal name for the FullLegalName.

Insert non-profit corporation, corporation or society as applicable for the CompanyType.

Insert Canada or the Province or the Territory for IncorporatedJurisdiction.

Insert any name or short form to be chosen by the entity for the Name. If applicable for grammatical purposes, insert the word "the" before the name or short form.[COMMENT]

[/:FullLegalName], a [/:CompanyType], incorporated / established under the laws of [/:IncorporatedJurisdiction] ("[:Name]").

[COMMENT] *4. If the party receiving funding is an Inuit organization (corporation or society), use the following and describe the entity:*

Insert full legal name for the FullLegalName.

Insert corporation or society as applicable for the CompanyType.

Insert Canada or the Province or the Territory for IncorporatedJurisdiction.

Insert any name or short form to be chosen by the entity for the Name. If applicable for grammatical purposes, insert the word "the" before the name or short form.[COMMENT]

[/:FullLegalName], a non-profit [/:CompanyType], incorporated / established under the laws of [/:IncorporatedJurisdiction] ("[:Name]").

PREAMBLE

WHEREAS the parties wish to enter into an agreement for the funding of certain Activities to be delivered by [/:Name].

[COMMENT] *If the party receiving funding is a First Nation, also include the following text*[COMMENT]

WHEREAS this Agreement has been developed in the context of an ongoing initiative to establish a new fiscal relationship between First Nations and the Crown, whereby First Nations and the Crown seek to co-develop new approaches:

- to support capacity-building by First Nations and to empower First Nation councils to plan and invest based on their own socio-economic, education and health priorities;
- to work toward the closure of socio-economic gaps between First Nations and other peoples of Canada; and

- that are founded on a mutual accountability relationship whereby Canada and the First Nations are mutually accountable for the commitments they make to one another under the Agreement, while First Nations are primarily accountable to their [/:CitizenOrMember]s.

[COMMENT] *If the party receiving funding is a First Nation and is receiving the NFR Grant, also include the following text.*[COMMENT]

WHEREAS [/:Name] has met the eligibility requirements for the NFR Grant as of the effective date of this Agreement and whereas the parties have agreed to include NFR Grant Funding in this Agreement.

[COMMENT] *If the party receiving funding is a First Nation or Tribal Council and it wishes to include a reference to Treaties, the following are the clauses which have been authorized for use.*[COMMENT]

WHEREAS the Crown entered into Treaty No. [/:TreatyNumber] with certain First Nations.

WHEREAS the parties acknowledge and recognize the historical and contemporary importance of the treaties to the relationship between the Crown and the First Nation(s) of [/:Name].

[COMMENT] *If the party receiving funding is a First Nation or Tribal Council and it wishes to include a reference to the fiduciary relationship of the Crown and First Nations, the following is the clause which has been authorized for use.*[COMMENT]

WHEREAS Canada and [/:Name] intend that nothing in this Agreement will have the effect of, or be interpreted as, limiting or expanding any fiduciary relationship between the Crown and First Nations people.

[COMMENT] *If the party receiving funding is a First Nation, also include the following text.*[COMMENT]

WHEREAS the parties anticipate that the terms and conditions of this Agreement may evolve over time and that such changes may be informed by policy processes between Canada and First Nations arising from their new fiscal relationship ("NFR"). Such changes may be introduced by way of amendments to this Agreement or through any successor agreements.

NOW THEREFORE, the parties agree as follows:

1 Duration

- 1.1 This Agreement will be in effect from [/:AgreementEffectiveDate] (the "effective date") and will expire on [/:AgreementExpirationDate], unless terminated earlier or shortened or extended by amendment.

2 Objective

- 2.1 The purpose of this Agreement is for Canada to provide the Funding to [/:Name] for the delivery by it of the Activities in the community or communities that it serves.

3 Responsibility

- 3.1 Each party shall carry out its respective rights and obligations in accordance with the terms of this Agreement and applicable laws.

4 Relationship

- 4.1 The parties shall implement this Agreement in a spirit of cooperation and in good faith but each party shall act on its own behalf and not on behalf of the other party.
- 4.2 Nothing in this Agreement creates or is to be construed as creating a joint venture, legal partnership, service contract or principal and agent relationship between the parties, and neither party will represent itself to any third party as acting on behalf of the other, as being a joint-venturer, legal partner, a service procurer, service contractor, principal, agent or delegate of the other party.

[COMMENT] *If the party receiving funding wishes to include a reference to Non-Derogation, it may choose to include any or all of the following clauses 5.1 (a) to (d).*[COMMENT]

5 Non- Derogation

- 5.1 Nothing in this Agreement will be construed to diminish, abrogate, derogate from, or prejudice any treaty or Aboriginal rights of [/:Name] and nothing in this Agreement will:
- (a) prejudice whatsoever any applications, negotiations or settlements with respect to land claims or land entitlement between the Crown and [/:Name];
 - (b) prejudice whatsoever the implementation of the inherent right to self-government nor prejudice in any way negotiations with respect to self-government involving [/:Name];

- (c) be construed as modifying any existing treaty; or
- (d) be construed to create a treaty within the meaning of the *Constitution Act, 1982*.

[COMMENT]If the party receiving funding is a Tribal Council and wishes to include a reference to Non-Derogation, it may choose to include any or all of the following clauses 5.1 (a) to (d).

Please insert the Member First Nation legal names into the MemberFirstNation(s)LegalName.[/COMMENT]

5 Non- Derogation

- 5.1 Nothing in this Agreement will be construed to diminish, abrogate, derogate from, or prejudice any treaty or Aboriginal rights of the [/:MemberFirstNation(s)LegalName] and nothing in this Agreement will:
- (a) prejudice whatsoever any applications, negotiations or settlements with respect to land claims or land entitlement between the Crown and the [/:MemberFirstNation(s)LegalName];
 - (b) prejudice whatsoever the implementation of the inherent right to self-government nor prejudice in any way negotiations with respect to self-government involving the [/:MemberFirstNation(s)LegalName];
 - (c) be construed as modifying any existing treaty; or
 - (d) be construed to create a treaty within the meaning of the *Constitution Act, 1982*.

[COMMENT]If the party receiving funding is a corporation or society and wishes to include a reference to Non-Derogation, it may choose to include any or all of the following clauses 5.1 (a) to (d).

Please insert the insert host First Nation(s) legal name into the HostFirstNation(s)LegalName.[/COMMENT]

5 Non- Derogation

- 5.1 Nothing in this Agreement will be construed to diminish, abrogate, derogate from, or prejudice any treaty or Aboriginal rights of the [/:HostFirstNation(s)LegalName] and nothing in this Agreement will:
- (a) prejudice whatsoever any applications, negotiations or settlements with respect to land claims or land entitlement between the Crown and the [/:HostFirstNation(s)LegalName];
 - (b) prejudice whatsoever the implementation of the inherent right to self-government nor prejudice in any way negotiations with respect to self-government involving the [/:HostFirstNation(s)LegalName];
 - (c) be construed as modifying any existing treaty; or
 - (d) be construed to create a treaty within the meaning of the *Constitution Act, 1982*.

[COMMENT]If the party receiving funding does not wish to include a reference to Non-Derogation, include the following.[/COMMENT]

5 Intentionally Omitted

6 Funding

- 6.1 Subject to the terms and conditions of this Agreement, Canada shall transfer the Funding to [/:Name] by way of payment of the amounts set out in Schedule 4 in the initial and subsequent Fiscal Years. These amounts will be paid according to the schedule of periodic advance payments set out in Schedule 4.
- 6.2 The parties acknowledge that, if this is a multi-year agreement, not all of the Funding for the full term of this Agreement may be set out in Schedule 4 at any given time. Funding for subsequent Fiscal Years may be determined or adjusted annually in accordance with the formulas or adjustment factors set out in Schedules 5 and 6, or other amendment process. Amendments to Schedule 4 for this purpose may be made by way of a NOBA or other amendment process.

7 Notice of Budget Adjustment (NOBA)

- 7.1 Canada may, by NOBA, amend Schedule 4 in order to adjust the Funding and/or periodic advance payments for one or more Fiscal Years.
- 7.2 A NOBA will be signed by Canada, set out the details of the Funding changes and contain an amended Schedule 4 for this Agreement.
- 7.3 A NOBA may not:
 - (a) reduce overall Funding except according to an adjustment factor or formula set out in Schedule 5 and 6; or
 - (b) modify the terms and conditions of this Agreement, except as provided for in subsection 7.1.

8 Multiple Departments

- 8.1 Where more than one Federal Department contributes any of the Funding under this Agreement on behalf of Canada:
 - (a) any Federal Department may transfer the Funding on behalf of other Federal Departments; and
 - (b) Canada's rights and obligations under this Agreement may be carried out by any Federal Department.

9 Funding Subject to Appropriations and Departmental Funding Authorities

- 9.1 Notwithstanding any other provision of this Agreement, the amount and payment of any Funding is subject to the appropriation of funds by the Parliament of Canada.
- 9.2 In the event that any funding authority of any Federal Department for which the Funding is provided is modified or cancelled by the Treasury Board of Canada or by that Federal Department, or if funding levels of any Federal Department are reduced or cancelled by Parliament for any Fiscal Year in which payment is to be made, Canada may adjust or cancel the Funding accordingly.
- 9.3 Where Set Funding, Fixed Funding or Flexible Funding is to be reduced or cancelled under subsection 9.2, Canada shall provide at least 60 days prior notice to [/:Name]. This notice will specify the Activities, the Fiscal Year(s) and amounts in respect of which any such Funding will be reduced or cancelled.
- 9.4 Where any Block Funding, Grant Funding or NFR Grant Funding is to be reduced or cancelled under subsection 9.2 Canada shall provide at least 1 year's notice to [/:Name].

10 Exceptional Circumstances

- 10.1 If exceptional circumstances occur during the term of this Agreement which were not reasonably foreseeable at the date this Agreement came into effect and which have a significant impact on [/:Name]'s ability to fulfill the terms and conditions of this Agreement, [/:Name] may return to the Federal Department that provides Funding for the Activity affected by the exceptional circumstances to request changes to the level of Funding for the affected Activity. If a Federal Department agrees to change the level of Funding, this Agreement will be amended accordingly.

11 Deficits

- 11.1 [/:Name] shall be responsible for any expenditure it makes in excess of the Funding.

[COMMENT]If another Federal Department will be the one receiving reports, change ISC to that Department. Also make the same change in 12.6 to align so that the Department receiving reports may deliver a copy to the others.[COMMENT]

12 Reports and Records

- 12.1 Each Fiscal Year, [/:Name] shall prepare and submit to [/:PrimaryDepartmentReceivingReports] all reports listed in Schedule 7 for that Fiscal Year in accordance with the requirements for each report set out in the *Reporting Guide* for that Fiscal Year.
- 12.2 If this Agreement covers more than one Fiscal Year, Canada may, on or before the start of each Fiscal Year, issue a new Schedule 7 for that Fiscal Year.

- 12.3 Each Fiscal Year, Canada shall publish the *Reporting Guide* no later than 90 days before the Fiscal Year. Canada may amend the *Reporting Guide* during a Fiscal Year for the same Fiscal Year only if the amendment arises from a Treasury Board requirement. Canada shall promptly notify [/:Name] of any such amendment.
- 12.4 Subject to any statutory obligations that may apply to [/:Name], Canada may, by notice to [/:Name], extend the deadline for the receipt of any reports if [/:Name] provides notice before the applicable due dates of circumstances beyond [/:Name]'s control preventing [/:Name] from meeting the deadlines. Such a notice may only change the reporting date and no other reporting requirements, will be signed by Canada and will amend this Agreement in accordance with its terms.
- 12.5 [/:Name] shall retain all original financial and non-financial accounts and records, in paper or electronic form, that relate to the Activities and use of Funding under this Agreement, including accounts and records that are required to prepare reports under this Agreement, for a period of 7 years following the end of the last Fiscal Year to which the records relate. Such records, whether kept in paper or electronic form, must be organized, complete, legible and accessible.

[COMMENT]If other Federal Departments join the Agreement, and if the recipient agrees that they may receive the reports listed in 12.6, then add those departments to the list of whom ISC may deliver a copies after "CIRNAC". If another Department receives funds as indicated above in 12.1, change ISC to that Department to align[/COMMENT]

- 12.6 ISC may deliver a copy of [/:Name]'s Consolidated Audited Financial Statements, together with all other financial reporting required under the *Reporting Guide*, to [/:OtherDepartment(s) ReceivingReports]. [/:PrimaryDepartmentReceivingReports] shall not provide a copy of such statements or reports to any other Federal Department or any third party except where agreed to in writing by [/:Name] or where authorized or permitted by law.

13 Contracting-Out and Delegation

- 13.1 Subject to the other provisions of this section, either party may contract-out or delegate any of its functions or obligations under this Agreement to any third party, including any contractor, delegate or agent and, in the case of [/:Name], an Agency. The parties acknowledge that they will remain responsible to the other for the performance of all such contracted or delegated matters.
- 13.2 If either party wishes to contract-out or delegate all or a substantial part of its functions or obligations under this Agreement to a third party or Agency, it shall: (i) enter into an agreement with the third party or Agency for that purpose; (ii) ensure that the third party or Agency complies with all requirements of this Agreement on its behalf; and (iii) make the agreement available to the other party upon request, subject to applicable laws.

[COMMENT]If the party receiving funding is a First Nation, include the following text.[/COMMENT]

- 13.3 Where statutory authority to act on behalf of a Federal Department is delegated to [/:Name], as in the case of delegated authority under sections 53 or 60 of the *Indian Act* to administer lands, [/:Name] shall not delegate any of that authority.

14 Environmental Obligations

- 14.1 [/:Name] and Canada shall cooperate to ensure that, with respect to any project to be undertaken by the [/:Name] with any of the Funding, all applicable requirements of the *Canadian Environmental Assessment Act, 2012* and any other applicable environmental laws will be followed.

15 Indemnification

- 15.1 [/:Name] shall indemnify and save harmless the Crown, her Ministers, officers, employees, agents, successors and assigns from and against all claims, liabilities, and demands arising directly or indirectly from any acts or omissions of [/:Name] or of any of its employees or agents in respect of or resulting from: (i) [/:Name]'s performance or non-performance of its obligations under this Agreement; or (ii) [/:Name] entering into any loan, capital lease or other long term obligation.
- 15.2 Canada shall save harmless and indemnify [/:Name] from and against all claims, liabilities and demands arising directly or indirectly from any breach of this Agreement by Canada.

16 Set-Off

16.1 Without limiting the scope of set-off or compensation rights available to the Crown at common law, under the *Civil Code of Québec*, under the *Financial Administration Act*, or otherwise, Canada may set-off or seek compensation against the Funding for:

- (a) any amount that is a debt due to the Crown for Contribution Funding and Grant Funding pursuant to section 18 of Schedule 2; and
- (b) any amount that the [/:Name] owes to the Crown under legislation or any other agreement of any kind.

16.2 Where set-off or compensation by Canada against any of the Funding could create undue financial hardship for [/:Name] or jeopardize the health and safety of [/:CitizenOrMember]s, Canada may consider any written request or proposal from [/:Name] to enter into a debt acknowledgement and repayment agreement with Canada to amortize the set-off or compensation amount over time.

17 Dispute Resolution

17.1 Canada and [/:Name] shall attempt to negotiate a resolution to any disputes arising between them regarding the interpretation of a provision of this Agreement or the obligation of a party under this Agreement in a timely manner.

17.2 Canada and [/:Name] may agree to non-binding mediation to resolve any dispute. In such case, each party shall bear its own costs and bear equally the costs of any independent third party appointed to assist the parties to try to resolve the dispute.

18 Evaluation

18.1 Canada may, at any time during the term of this Agreement or within 7 years of its expiry or termination, carry out one or more evaluations of the effectiveness of this Agreement.

18.2 [/:Name] shall cooperate in the conduct of any such evaluation and provide Canada or its representatives such information as they require, including any records that are required to be retained under subsection 12.5.

19 Termination

19.1 Either party may terminate this Agreement by providing notice to the other party stipulating the reason for termination, provided that before any such termination can become effective:

- (a) the parties exhaust the dispute resolution process if relevant to the termination; and
- (b) the parties agree on a time frame to terminate the Agreement in a manner that will minimize impacts on [/:CitizenOrMember]s.

19.2 In the event of the termination of this Agreement:

- (a) [/:Name] shall provide Canada with Consolidated Audited Financial Statements for all Funding together with all schedules and reports as required by the *Reporting Guide*, or such parts of that financial reporting as specified by Canada, within 120 days of the date of termination;
- (b) subject to rights of set-off, Canada shall pay to [/:Name] any Funding owed to [/:Name] up to the termination date of this Agreement unless [/:Name] and Canada agree otherwise in writing;
- (c) without limiting any other obligation under this Agreement to repay amounts to Canada, [/:Name] shall repay to Canada any unexpended Funding up to the termination date of this Agreement, and within 120 days thereof, unless [/:Name] and Canada agree otherwise in writing; and
- (d) [/:Name] shall fulfill any other obligation relating to termination set out in any Schedule.

20 This Agreement

20.1 This Agreement constitutes the entire agreement between the parties and supersedes all

discussions, negotiations and commitments in relation to the subject matter of this Agreement which may have preceded the signing of this Agreement. For greater certainty, this clause does not supersede or affect any obligations of the parties in relation to other subject matter, including obligations arising under prior or other funding agreements between the parties.

20.2 The following Schedules are attached to and form part of this Agreement:

- SCHEDULE 1 - Definitions
- SCHEDULE 2 - Contribution Funding (Set, Fixed, Flexible, Block) and Grant Funding
[COMMENT] *If NFR Grant*/[COMMENT]
- SCHEDULE 3 - NFR Grant Funding
[COMMENT] *If no NFR Grant*/[COMMENT]
- SCHEDULE 3 - Intentionally Omitted
- SCHEDULE 4 - Funding and Schedule of Payments
- SCHEDULE 5 - Contribution Funding: Delivery Requirements and Funding Adjustment Factors
[COMMENT] *If NFR Grant*/[COMMENT]
- SCHEDULE 6 - NFR Grant: Eligibility Criteria, Sources of Funding and Funding Formula Adjustments
[COMMENT] *If no NFR Grant*/[COMMENT]
- SCHEDULE 6 - Intentionally Omitted
- SCHEDULE 7 - Reporting and Due Dates
- SCHEDULE 8 - Management Action Plan, where applicable
[COMMENT] *If additional federal departments (after ISC and CIRNAC) are participating include the following bullet*[COMMENT]
- SCHEDULE 9 - Additional Federal Departments - Funding Terms and Conditions

20.3 Descriptive headings in this Agreement are inserted solely for convenience of reference, do not form part of this Agreement, and are not to be used as an aid in the interpretation of this Agreement.

20.4 If the phrase "Intentionally Omitted" appears in this Agreement opposite a section number, it either means that that the section, which is normally contained in other template forms of this Agreement, is not applicable to this Agreement or has been omitted by agreement. The enumeration of such a section is left intact in order to avoid re-numbering of this Agreement.

20.5 All rights and obligations of the parties which expressly, or by their nature, survive termination or expiry of this Agreement will survive unless and until they are fulfilled, or by their nature expire. Without limiting the generality of the foregoing, the following sections or subsections contain rights and obligations of the parties that may or will remain in effect after the termination or expiry of this Agreement:

- (a) *Main body of this Agreement:* 5 (Non-Derogation); 12 (Reports and Records); 13 (Contracting-out and Delegation); 15 (Indemnification); 16 (Set-Off); 17 (Dispute Resolution); 18 (Evaluation); 19.2 (Termination - consequential terms); and, 29 (Intellectual Property).
- (b) *Schedule 2 Contribution and Grant Funding:* 12 (Reimbursement); any sections or subsections in sections 4-9 and 11-12 that concern spending or repayment of any Contribution Funding or Grant Funding that could apply following expiry of this Agreement; 14 (Default); 15 (Remedial Measures); 18 (Repayment); 20 (Audit); and, 23 (Where Reporting or Disclosure Requirements are not met).
- (c) *Schedule 3 – NFR Grant Funding:* 3 (NFR Grant Funding - Use and Retention); 5.4 and 6.1 (certain elements of mutual accountability); and, 8 (Evaluation).

20.6 This Agreement will be interpreted in accordance with the laws of Canada and the applicable laws of the Province or Territory in which the Activities are undertaken or delivered.

20.7 All references throughout this Agreement to legislation and particular government publications are deemed to refer to the legislation and government publication in force or issued at the effective date of this Agreement, and include any subsequent amendments or replacements thereof.

21 Amendments

21.1 All amendments to this Agreement are to be made in writing and signed by both parties, except in the following cases where Canada shall sign the notices alone: by NOBA; by a reporting

extension notice issued by Canada under subsection 12.4; or by notice of acceptance for periodic payment changes under section 3 of Schedule 2.

22 Waiver

- 22.1 No provision of this Agreement and no event of default by [/:Name] or Canada of any provision of this Agreement will be deemed to have been waived unless the waiver is in writing and signed by the party waiving.
- 22.2 The waiver by a party of a default by the other party or of any provision of this Agreement will not be deemed to be a waiver of any subsequent default by the other party or of the same or any other provision of this Agreement.

23 Assignment

- 23.1 The parties may contract-out or delegate any of their obligations under this Agreement to a third party in accordance with section 13, but shall not assign any of their rights or obligations under this Agreement without the prior written consent of the other party.
- 23.2 This Agreement is binding upon the parties and their respective administrators and successors and permitted assigns.

24 Lobbyists

- 24.1 [/:Name] represents and warrants that it and any person lobbying on its behalf to obtain Funding has been, is, and will continue to remain in compliance with the *Lobbying Act*.
- 24.2 [/:Name] represents and warrants that it has not and will not make any payment to any individual or entity that is in whole or in part contingent upon the solicitation of the Funding or the negotiating/signing of this Agreement or any amendment hereto.

25 Warranty of Authority

- 25.1 The parties confirm that they each have the authority and the capacity necessary to enter into this Agreement and that their representatives have the authority to enter into this Agreement on their behalf.

[COMMENT]If the party receiving funding is a Tribal Council or corporation, include the following text. If it is a society, contact Legal Services for drafting assistance[/COMMENT]

- 25.2 [/:Name] further represents and warrants that it has the corporate power and authority to execute, deliver and perform its obligations under this Agreement and that it is duly incorporated and in good standing under the laws of Canada or of a Province or a Territory of Canada, and will remain in good standing at all times during the term of this Agreement.

26 Communications Related to Funding

- 26.1 Each party reserves the right to communicate to the public about the terms of this Agreement by way of, but not limited to, announcements, interviews, speeches, press releases, publications, signage, websites, advertising and promotional materials. The timing of these communications will be at the discretion of the party giving the communication. However, the party giving the communication will notify the other party in advance of any significant public event or news release in order to provide to the other party an opportunity to participate in a joint announcement or in the development of joint communications materials.

27 Conflict of Interest Regarding Federal Officials

- 27.1 [/:Name] declares and shall ensure that:
- (a) no member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Agreement or to any benefit arising from it; and
- (b) no individual to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-employment Code for Public Office Holders*, the *Values and Ethics Code for the Public Sector*, the *Values and Ethics Code for the Public Service*, the *Policy on Conflict of Interest and Post-Employment*, or the values and ethics code of any Federal Department apply will derive any direct benefit from this Agreement unless that individual is in compliance with the Act and all of the applicable codes and policies noted above.

28 Public Disclosure

28.1 Without limiting any right, obligation or capacity of Canada to disclose information, Canada may publicly disclose the name and address of [/:Name], the amount of Funding, the nature of the Activities for which Funding is provided, and any information relating to the Funding that the *Reporting Guide* states that Canada may publicly disclose.

29 Intellectual Property

29.1 All intellectual property that arises out of or under this Agreement will be owned by [/:Name] or a third party as may be set out in an agreement between [/:Name] and such third party.

29.2 [/:Name] hereby grants to Canada a non- exclusive, royalty-free, fully-paid, perpetual, worldwide, and irrevocable licence to exercise all intellectual property rights that arise under this Agreement for any Crown purpose.

29.3 [/:Name] shall secure all necessary rights to give effect to the licence granted under this Agreement.

30 Provision of Federal Department Policies and Guidelines

30.1 Each Federal Department shall, upon request, provide to [/:Name] any publically available policies or guidelines of that Federal Department that are relevant to the provision of any Funding or the exercise of Canada’s rights and obligations under this Agreement. For greater certainty, in the event of any conflict between the terms of any such policy or guideline and this Agreement, the terms of this Agreement shall prevail.

31 Notices

31.1 Notices, requests, reports and documents referred to or required by this Agreement must be in writing and, unless notice to the contrary is given by the receiving party, shall be addressed to the receiving party at the following addresses:

(a) Canada at:
[Insert Address]

(b) [/:Name] at:
[Insert Address]

31.2 Notices, requests, reports and documents may be sent by any method of delivery or telecommunication and will be deemed to have been received: (i) by registered mail when the postal receipt is acknowledged by the receiving party; (ii) by facsimile or electronic mail when transmitted and receipt is confirmed; and (iii) by personal delivery, messenger or courier when delivered.

32 Execution

32.1 This Agreement is signed on behalf of [/:Name] and on behalf of Canada by their duly authorized representatives.

32.2 This Agreement may be signed in identical counterparts, each of which constitutes an original, and such counterparts taken together will constitute one agreement. The signatures of the parties need not appear on the same counterpart, and executed counterparts may be delivered by facsimile or in electronically scanned form by electronic mail.

[COMMENT] the following clause to be added where relevant. However, it is mandatory to use this clause where [/:Name] is delivering Activities in an area where there may be an impact on members of either official language group.[COMMENT]

33 Official Languages

33.1 [/:Name] shall, when requested by Canada [and in a manner both parties agree to that is consistent with applicable laws, provide any or all of the following in relation to the Activities under this Agreement in both of Canada's official languages (English and French): (i) information; (ii) signage; (iii) oral and written communications; (iv) services; and (v) opportunities for official language minorities to participate in functions related to the Activities.

HER MAJESTY THE QUEEN IN RIGHT OF CANADA [/:FullLegalName]

as represented by the Minister of Indigenous Services

[COMMENT]*Note: if the party is an incorporated entity, insert after each signature: I have the authority to bind the corporation*[/COMMENT]

by: _____
(insert name and title)

[COMMENT]*for the Education and Social Development Programs and Partnership Sector and Regional Operations Sector*[/COMMENT]

Department of Indigenous Services Canada

by: _____
(insert name and title)

Date: _____

Date: _____

by: _____
(insert name and title)

by: _____
(insert name and title)

First Nations and Inuit Health Branch,
Department of Indigenous Services Canada

Date: _____

Date: _____

by: _____
(insert name and title)

as represented by the Minister of Indian Affairs and Northern Development

Date: _____

by: _____
(insert name and title)

[COMMENT]*for the Sectors with Canada-Indigenous Relations and Northern Affairs Canada*[/COMMENT]

Department of Indian Affairs and Northern Development

by: _____
(insert name and title)

Date: _____

Date: _____

by: _____
(insert name and title)

Date: _____

by: _____
(insert name and title)

Date: _____

by: _____
(insert name and title)

Date: _____

by: _____
(insert name and title)

Date: _____

by: _____
(insert name and title)

Date: _____

by: _____
(insert name and title)

Date: _____

by: _____
(insert name and title)

Date: _____

SCHEDULE 1 DEFINITIONS

In this Agreement, the following terms have the following meanings. These definitions apply equally to the singular and plural forms of the terms defined:

[COMMENT] The following "Activity" definition is to be included where the NFR Grant Schedule is NOT included in this Agreement. [/COMMENT]

"Activity" means any program, service, activity, initiative or project listed in Schedule 4 under the heading Program Service Area/Program Inventory/ Budget Activity/Functional Area.

[COMMENT] The following "Activity" definition is to be included where the NFR Grant Schedule IS included in this Agreement. [/COMMENT]

"Activity" means: (i) when this term is used in Schedule 2 or with respect to the use of Contribution Funding or Grant Funding, any program, service, activity, initiative or project listed in Schedule 4 under the heading Program Service Area/Program Inventory/ Budget Activity/Functional Area; and (ii) when this term is used in Schedule 3 or with respect to the use of NFR Grant Funding, any service, activity, initiative or project planned, designed or undertaken by [/:Name] in accordance Schedule 3.

"Agency" means any authority, board, committee, or third party authorized to carry out any functions or Activities under this Agreement on behalf of [/:Name].

"Agreement" means this Comprehensive Funding Agreement and includes all Schedules and any amendments to this Agreement.

[COMMENT] The "Annual Report" definition to be included only where Schedule 3 is included in this Agreement. [/COMMENT]

"Annual Report" means the annual report prepared by [/:Name] in accordance with its *Financial Administration Law* or *Financial Administration By-Law* for the purposes of the NFR Grant.

"Block Funding" means that portion of the Funding, if any, set out in Schedule 4 under the heading "Block Funding".

"CIRNAC" stands for Crown-Indigenous Relations and Northern Affairs Canada, an applied title for the Department of Indian Affairs and Northern Development (DIAND).

[COMMENT] Only to be inserted when the party receiving funding is a First Nation. The word Citizen may be replaced with Member at the discretion of the First Nation. If Member is used, remove the Citizen definition. [/COMMENT]

"Citizen" means a person whose name appears on the band list of [/:Name] maintained by the Department of Indian Affairs and Northern Development or [/:Name] in accordance with the *Indian Act*.

[COMMENT] Only to be inserted when the party receiving funding is a Tribal Council. The word Citizen may be replaced with Member at the discretion of the Tribal Council. If Member is used, remove the Citizen definition. [/COMMENT]

"Citizen" means a person whose name appears on the band list of a Member First Nation maintained by the Department of Indian Affairs and Northern Development or that Member First Nation in accordance with the *Indian Act*.

[COMMENT] Only to be inserted when the party receiving funding is a corporation or society. The word Citizen may be replaced with Member at the discretion of the corporation or society. If Member is used, remove the Citizen definition. [/COMMENT]

"Citizen" means a person whose name appears on the band list of the [/:HostFirstNation(s)LegalName], maintained by: (i) the Department of Indian Affairs and Northern Development; or (ii) the [/:HostFirstNation(s)LegalName] in accordance with the *Indian Act*.

"Consolidated Audited Financial Statements" means [/:Name]'s annual consolidated financial statements that are prepared and audited in accordance with the *Reporting Guide*.

“**Contribution Funding**” means Set Funding, Fixed Funding, Flexible Funding and Block Funding.

“**Cost-Sharing**” means a requirement set out in Schedule 5 for [/:Name] to supplement any Set, Fixed, Flexible or Grant Funding for an Activity with funding from other sources.

“**Crown**” means Her Majesty the Queen in right of Canada.

“**days**” means calendar days, unless otherwise indicated.

“**Delivery Requirements**” means the requirements for Contribution Funding set out in Schedule 5.

“**Federal Department**” means a federal department or federal government institution with respect to which a Minister representing the Crown in this Agreement presides and through which the Crown provides any of the Funding.

[COMMENT] *The following “Financial Administration Law” and “Financial Administration By-Law” definitions to be included only where Schedule 3 is included in this Agreement.*[COMMENT]

“**Financial Administration Law**” or “**FAL**” means a written set of governance and financial practices prepared by [/:Name] pursuant to the *First Nations Fiscal Management Act* that meet the Minimum FAL Provisions set out in Schedule 6.

“**Financial Administration By-Law**” or “**FAB**” means a written set of governance and financial practices contained in a bylaw of [/:Name] made pursuant to the *Indian Act* that meet the Minimum FAB Provisions set out in Schedule 6.

[COMMENT] *Note: Use the “First Nation” definition only for agreements with First Nations and Tribal Councils* [COMMENT]

“**First Nation**” means a “band” within the meaning of the *Indian Act*.

“**Fiscal Year**” means any period during the term of this Agreement, commencing on April 1st and ending on March 31st of the year immediately following, and includes part thereof in the event this Agreement commences after April 1st or expires or terminates before March 31st.

“**Fixed Funding**” means that portion of the Funding, if any, set out in Schedule 4 under the heading “Fixed Funding”.

“**Flexible Funding**” means that portion of the Funding, if any, set out in Schedule 4 under the heading “Flexible Funding”.

[COMMENT] *Use the following “Funding” definition if Schedule 3 (NFR Grant Funding) is NOT included in this Agreement.*[COMMENT]

“**Funding**” means the amounts payable or paid by Canada to [/:Name] under this Agreement, consisting of all Set Funding, Fixed Funding, Flexible Funding, Block Funding and Grant Funding.

[COMMENT] *Use the following “Funding” definition if Schedule 3 (NFR Grant Funding) is included in this Agreement.*[COMMENT]

“**Funding**” means the amounts payable or paid by Canada to [/:Name] under this Agreement, consisting of all Set Funding, Fixed Funding, Flexible Funding, Block Funding, Grant Funding, and NFR Grant Funding.

“**Grant Funding**” means that portion of the Funding, if any, set out in Schedule 4 under the heading “Grant Funding” and that is subject to Canada’s pre-established eligibility requirements.

“**Health Activities**” means the Activities set out in Schedule 4 that are related to health.

“**ISC**” means the Department of Indigenous Services Canada.

“**main body of this Agreement**” means that portion of this Agreement that precedes this Schedule.

“**Management Action Plan**” means a plan, developed by [/:Name] and acceptable to Canada, which reflects measures to be taken by [/:Name] to remedy a default under this Agreement as it applies with Contribution Funding and Grant Funding.

“**Mandatory Activities**” means the following Activities for the purposes of Flexible Funding:

- (i) “Communicable Disease Control”, “Environmental Public Health”, and/or “Treatment Services” as identified in Schedule 4.

and means the following Activities for the purposes of Block Funding:

- (i) “Communicable Disease Control”, “Environmental Public Health”, and/or “Treatment Services” as identified in Schedule 4; and
- (ii) each Activity found in any table entitled “Block Activity Delivery Requirements” in Schedule 5.

[COMMENT] Only to be inserted when the party receiving funding is a First Nation. The word Member may be replaced with Citizen at the discretion of the First Nation. If Citizen is used, remove the Member definition. [/COMMENT]

“**Member**” means a person whose name appears on the band list of [/:Name] maintained by the Department of Indian Affairs and Northern Development or [/:Name] in accordance with the *Indian Act*.

[COMMENT] Only to be inserted when the party receiving funding is a Tribal Council. The word Member may be replaced with Citizen at the discretion of the Tribal Council. If Citizen is used, remove the Member definition. [/COMMENT]

“**Member**” means a person whose name appears on the band list of a Member First Nation maintained by the Department of Indian Affairs and Northern Development or that Member First Nation in accordance with the *Indian Act*.

[COMMENT] Only to be inserted when the party receiving funding is a corporation or society. The word Member may be replaced with Citizen at the discretion of the corporation or society. If Citizen is used, remove the Member definition. [/COMMENT]

“**Member**” means a person whose name appears on the band list of the [/:HostFirstNation(s)LegalName], maintained by: (i) the Department of Indian Affairs and Northern Development; or (ii) the [/:HostFirstNation(s)LegalName] in accordance with the *Indian Act*.

[COMMENT] Note: Only to be inserted when the party receiving funding is a Tribal Council. [/COMMENT]

“**Member First Nation**” means a First Nation which is a member of [/:Name].

[COMMENT] The following “Multi-Year Financial Plan”, “NFR”, “NFR Grant” and “NFR Grant Funding” definitions to be included only where Schedule 3 (NFR Grant Funding) is included in this Agreement. [/COMMENT]

“**Multi-Year Financial Plan**” means the multi-year financial plan prepared by [/:Name] in accordance with its FAL or FAB for the purposes of the NFR Grant.

“**NFR**” means new fiscal relationship.

“**NFR Grant**” means the grant described in Schedule 3.

“**NFR Grant Funding**” means that portion of the Funding, if any, set out in Schedule 4 under the heading “NFR Grant Funding”, and does not include Grant Funding.

“**Notice of Budget Adjustment**” or “**NOBA**” means a notice, issued by Canada, which amends this Agreement to adjust Funding and/or periodic advance payments in accordance with section 7 of the main body of this Agreement.

“**Reporting Guide**” means the applicable reporting guide for each Fiscal Year issued by Canada prior to the commencement of that Fiscal Year that sets out accounting and reporting requirements for this Agreement.

“**Schedule**” means any schedule to this Agreement.

“**Set Funding**” means that portion of the Funding, if any, set out in Schedule 4 under the heading “Set Funding”.

[COMMENT] The “Strategic Plan” definition to be included only where Schedule 3 is included in this Agreement. [/COMMENT]

“**Strategic Plan**” has the meaning set out in section 5 of Schedule 3.

"Third Party Funding Agreement Manager" means a third party, appointed by Canada, that administers Funding otherwise payable to [/:Name] and undertakes [/:Name]'s obligations under this Agreement, in whole or in part, and that may assist [/:Name] to remedy default under this Agreement.

[COMMENT] Only to be inserted when the party receiving funding is a Tribal Council and uses the term "[/:Name]" or another word other than Tribal Council to define itself.[/COMMENT]

"Tribal Council" means an organization established by a number of First Nations with common interests who voluntarily join together and where the organization provides Activities to Member First Nations.

SCHEDULE 2

CONTRIBUTION FUNDING (SET, FIXED, FLEXIBLE, BLOCK) AND GRANT FUNDING

1 Application

- 1.1 All Set, Fixed, Flexible, Block and Grant Funding will be provided subject to and in accordance with: (i) the main body of this Agreement; (ii) this Schedule; and (iii) the applicable terms of the other Schedules.

2 Formula-based or Factor-based Funding Adjustments

- 2.1 Where the amount of any Contribution Funding or Grant Funding will change in accordance with a predetermined adjustment factor or formula set out in Schedule 5, Canada shall, by NOBA or other amendment process, amend Schedule 4 accordingly.

3 Adjustment of Cash Flow

- 3.1 [/:Name] may request adjustment of any periodic payment set out in Schedule 4 for an Activity where its differs from its anticipated expenditures for the corresponding period. In this case, [/:Name] shall propose adjustments to that Schedule accordingly. Canada shall notify [/:Name] of acceptance or rejection of the proposed adjustments within 30 days of [/:Name]'s notification. Where Canada accepts the proposed adjustments, Canada shall issue a notice of acceptance or a NOBA containing the revised Schedule 4.
- 3.2 The total annual funding amount for an Activity set out in Schedule 4 may not be changed under subsection 3.1.

4 Set Funding

- 4.1 [/:Name] may only expend Set Funding:
- (a) for each of the Activities for which it is allocated in Schedule 4 under the heading Set Funding (or SET) or reallocated in accordance with this section;
 - (b) in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements; and
 - (c) during the Fiscal Year in which the annual amount of the Set Funding is payable by Canada.
- 4.2 [/:Name] may, with the written agreement of Canada, reallocate any Set Funding among any Functional Areas within the same Budget Activity set out in Schedule 4 during the same Fiscal Year.
- 4.3 [/:Name] shall immediately notify Canada in writing during a Fiscal Year if it anticipates having unexpended Set Funding for that Fiscal Year.
- 4.4 If, at the end of a Fiscal Year and following any reallocation permitted in this section, [/:Name] has not expended all Set Funding as allocated for each Activity for that Fiscal Year, [/:Name] shall repay the unspent amount to Canada. If Cost-Sharing applies to the Activity, [/:Name] shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all sources.
- 4.5 Subject to the funding provisions of this Agreement, Canada shall reimburse to [/:Name] any shortfall in Set Funding for any Activity that is described in the Delivery Requirements as being subject to full reimbursement.

5 Fixed Funding

- 5.1 [/:Name] may only expend Fixed Funding:
- (a) for each of the Activities for which it is allocated in Schedule 4 under the heading Fixed Funding (or FIXED) or reallocated in accordance with this section; and
 - (b) in accordance with the terms and conditions of this Agreement for those Activities, including those set out in the Delivery Requirements.

- 5.2 Unless Schedule 5 provides otherwise, [/:Name] may reallocate any Fixed Funding among any Functional Area within the same Budget Activity set out in Schedule 4 during a Fiscal Year, provided that Activities are delivered in that Fiscal Year.
- 5.3 Subject to paragraph 19.2(c) of the main body of this Agreement, [/:Name] may retain and use unexpended Fixed Funding from a Fiscal Year in respect of an Activity funded by Fixed Funding, if all of the following conditions have been met:
- (a) [/:Name] expends the unexpended Fixed Funding in the 1 year period immediately following the Fiscal Year for which the Fixed Funding was provided, including the 1 year after the expiry of the agreement, if applicable:
 - (i) on an Activity that is similar to and has the same purpose as the Activity for which the Fixed Funding was provided; or
 - (ii) in accordance with a plan for expenditure of the unexpended Fixed Funding that is submitted by [/:Name] to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to [/:Name];
 - (b) an unexpended amount from any Health Activities may not be expended on any non-Health Activities, nor may any unexpended amount for any non-Health Activities be expended on any Health Activities; and
 - (c) [/:Name] reports on its expenditure of the unexpended Fixed Funding in accordance with the *Reporting Guide*.
- 5.4 Subject to subsections 5.2 and 5.3, if [/:Name] has not expended all Fixed Funding allocated for each Activity for that Fiscal Year, [/:Name] shall repay the unspent amount to Canada. If Cost-Sharing applies to the Activity, [/:Name] shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all required sources.

6 Flexible Funding

- 6.1 [/:Name] may only expend Flexible Funding:
- (a) for each of the Activities for which it is allocated in Schedule 4 under the heading Flexible Funding (or FLEX) or reallocated in accordance with this section; and
 - (b) in accordance with the terms and conditions of this Agreement for those Activities including those set out in the Delivery Requirements.
- 6.2 Unless Schedule 5 provides otherwise, [/:Name] may reallocate any Flexible Funding as follows, provided that all Mandatory Activities, funded by Flexible Funding, are delivered in that Fiscal Year:
- (a) with respect to non-Health Activities, among any other Functional Areas that have Flexible Funding that falls under the same Program Inventory (and within the same Program Service Area) according to Schedule 4, during a Fiscal Year; and
 - (b) with respect to Health Activities, among any Functional Areas that have Flexible Funding that falls under Program Service Areas with the same 3 letter prefix, irrespective of the Program Inventory, according to Schedule 4, during a Fiscal Year.
- 6.3 Subject to paragraph 19.2(c) of the main body of this Agreement, if at the end of a Fiscal Year other than the final Fiscal Year, [/:Name] has not expended all Flexible Funding for that Fiscal Year, [/:Name] may retain the unspent amount for expenditure in a subsequent Fiscal Year if all of the following conditions are met:
- (a) [/:Name] expends the unexpended Flexible Funding:
 - (i) on an Activity that is similar to and has the same purpose as the Activity for which the Flexible Funding was provided; or
 - (ii) in accordance with a plan for expenditure of the unexpended Flexible Funding that is submitted by [/:Name] to Canada within 120 days after the end of that Fiscal Year and that Canada accepts by way of notice to [/:Name];
 - (b) an unexpended amount from any Health Activities may not be expended on any non-Health Activities, nor may any unexpended amount for any non-Health Activities be expended on any

Health Activities; and

- (c) [/:Name] reports on its expenditure of the unexpended Flexible Funding in accordance with the *Reporting Guide*.

6.4 Subject to subsection 6.3, following any reallocation permitted in this section, [/:Name] shall repay any unexpended Flexible Funding following the expiry or termination of this Agreement. If Cost-Sharing applies to the Activity, [/:Name] shall instead repay to Canada an amount, proportional to Canada's funding share, of the unspent amount from all required sources.

7 Block Funding

7.1 [/:Name] may only expend any Block Funding:

- (a) for the Activities under the heading Block Funding (or BLOCK) in Schedule 4 or in accordance with this section; and
- (b) in accordance with the terms and conditions of this Agreement for those Activities including those set out in the Delivery Requirements.

7.2 Subject to subsection 7.4, expenditures in a Fiscal Year for Activities funded by Block Funding will be against the aggregate of all annual amounts allocated in that Fiscal Year for those Activities.

7.3 Subject to subsection 7.4, and provided that Mandatory Activities, funded by Block Funding, are delivered in the relevant Fiscal Year, [/:Name] may expend Block Funding on any Activities funded by Set, Fixed, Flexible or Grant Funding during that Fiscal Year if [/:Name] submits a written plan to Canada for such expenditures and Canada accepts the plan by notice to [/:Name].

7.4 Block Funding allocated for any Health Activities may not be expended on any non-Health Activities, nor may any Block Funding allocated for any non-Health Activities be expended on any Health Activities.

7.5 If, at the end of a Fiscal Year, [/:Name] has not expended all Block Funding for that Fiscal Year after: (i) delivering all Mandatory Activities funded by Block Funding; and (ii) making expenditures on any non-Block Activities under subsection 7.3, [/:Name] may, subject to paragraph 19.2(c) of the main body of this Agreement, retain any unexpended Block Funding for use in a subsequent Fiscal Year or after the expiry of this Agreement, provided that [/:Name]:

- (a) uses the unexpended Block Funding:
- (i) for purposes consistent with the Activities funded by Block Funding; or
- (ii) in accordance with a written plan submitted by it to Canada within 120 days following the end of the Fiscal Year in question and such plan is accepted by Canada by notice to [/:Name];
- (b) an unexpended amount from any Health Activities may not be expended on any non-Health Activities, nor may any unexpended amount for any non-Health Activities be expended on any Health Activities; and
- (c) reports on the use of unexpended Block Funding in accordance with the *Reporting Guide* issued for the Fiscal Year in which the unexpended Block Funding is used.

8 Limit on Reallocation of Contribution Funding

8.1 Notwithstanding sections 4 to 7 of this Schedule [/:Name] may not reallocate, to other Activities, any Contribution Funding from Non-Insured Health Benefits programs, the Indian Residential Schools Resolution Health Support program, the Health Services Integration Fund, the Jordan's Principle-Child First Initiative or the Capital Investments Functional Area according to Schedule 4.

9 Grant Funding

9.1 [/:Name] may only expend the Grant Funding for the Activities for which it is allocated in Schedule 4 under the heading Grant Funding.

9.2 Subject to paragraph 19.2(c) of the main body of this Agreement, [/:Name] may retain any unexpended Grant Funding in a subsequent Fiscal Year and after the expiry of this Agreement.

9.3 If at any time, [/:Name] no longer meets Canada's eligibility requirements for Grant Funding for any

Activity, Canada may require [/:Name] to repay to Canada up to the full amount of the Grant Funding paid to [/:Name] for that Activity of the Grant Funding.

10 Loans

10.1 Where the Delivery Requirements for an Activity permit the making of loans, [/:Name] may make loans from the Contribution Funding or Grant Funding for that Activity provided that:

- (a) the loans are directly related to the specific Activity and will not be made for personal use; and
- (b) [/:Name]'s loan policy is in writing and available to [/:CitizenOrMember]s and Canada upon request, and
- (c) all loans are evidenced by an agreement in writing between [/:Name] and each borrower.

[COMMENT]The following section is to be included when the party receiving funding does not permit the making of loans from the Contribution Funding or Grant Funding loans or if that party is not permitted to do so under this Agreement[/COMMENT]

10 Intentionally Omitted

11 Eligible Expenses - General

11.1 In addition to the requirements of sections 4 to 10 of this Schedule, [/:Name] may only expend Contribution Funding and Grant Funding where the expense is: (i) directly related to the carrying out of [/:Name]'s responsibilities under this Agreement; and (ii) [/:Name] follows generally accepted business practices in negotiating the price and other terms and conditions for the expenditure.

12 Reimbursement of Ineligible Expenditures

12.1 For each Activity identified as Set, Fixed and Flexible in Schedule 4, [/:Name] shall repay to Canada any expenditure it makes against annual amounts allocated in that Schedule for that Activity that is not in accordance with the terms and conditions of this Schedule or the Delivery Requirements set out in Schedule 5 for that Activity, unless Canada agrees otherwise in writing.

12.2 Subject to subsections 7.3 and 7.4, [/:Name] shall repay to Canada any expenditure it makes in a Fiscal Year against the total of annual amounts for Activities funded by Block Funding where that expenditure is not in accordance with the Delivery Requirements for at least one of those Activities.

12.3 If Cost-Sharing applies to any Activity according to the Delivery Requirements, [/:Name] shall instead repay to Canada an amount, proportional to Canada's funding share, of any expenditure against the annual amounts from all required sources allocated for that Activity that is not in accordance with the terms and conditions of this Schedule or the Delivery Requirements.

13 Stacking of Assistance

13.1 [/:Name] shall provide notice to Canada, prior to the end of each Fiscal Year, if [/:Name] receives funding assistance from the Crown (other than as contained in this Agreement) or from any provincial, territorial or municipal government that may be used for any of the Activities. In such case, Canada may require [/:Name] to repay the lesser of: (i) any amount of the Funding that Canada considers a duplication of the funding from the other sources; and (ii) the amount, if any, that [/:Name] receives from all the Canadian government sources noted above that exceeds the reasonable cost of the Activities.

14 Default

14.1 [/:Name] will be in default of this Agreement in the event:

- (a) [/:Name] defaults on any of its obligations set out in this Agreement or any other agreement through which a Federal Department provides funding to [/:Name];
- (b) the auditor of [/:Name] gives a disclaimer of opinion or adverse opinion on the Consolidated Audited Financial Statements of [/:Name] in the course of conducting any audit under this Agreement or any previous agreement under which a Federal Department provides funding to [/:Name];
- (c) Canada, having regard to [/:Name] financial statements and any other financial information relating to [/:Name] reviewed by Canada, determines the financial position of [/:Name] is such that the delivery of any Activity is at risk; or

- (d) Canada determines the health, safety or welfare of [/:CitizenOrMember]s is at risk of being compromised; OR / .

[COMMENT]Insert “; or” at the end of (d) if the party receiving funding is a Tribal Council, corporation or society. For a First Nation insert a period at the end of (d)/COMMENT]

[COMMENT]The following paragraph is to be included if the party receiving funding is an incorporated Tribal Council, corporation or society. Delete the following paragraph if the entity is a First Nation/COMMENT]

- (e) [/:Name] becomes bankrupt or insolvent, goes into receivership, takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors, or ceases to be a corporation in good standing under the laws of Canada or of a Province or Territory of Canada, as applicable.

15 Remedies on Default

15.1 Without limiting any remedy or other action Canada may take under this Agreement, in the event [/:Name] is in default under this Agreement, the parties will communicate or meet to review the situation.

15.2 In the event [/:Name] is in default under this Agreement, Canada may take one or more of the following actions as may reasonably be necessary, having regard to the nature and extent of the default:

- (a) require [/:Name] to develop and implement a Management Action Plan within 60 days, or at such other time as the parties may agree upon and set out in writing;
- (b) require [/:Name] to seek advisory support acceptable to Canada;
- (c) appoint, upon providing notice to [/:Name], a Third Party Funding Agreement Manager;
- (d) withhold any Funding otherwise payable under this Agreement;
- (e) require [/:Name] to take any other reasonable action necessary to remedy the default;
- (f) take such other reasonable action as Canada deems necessary, including any remedies which may be set out in any Schedule; or
- (g) terminate this Agreement.

16 Repayment

16.1 [/:Name] shall, at such times as this Agreement specifies and otherwise upon written demand, repay to Canada any amount of the Contribution Funding and Grant Funding which:

- (a) has not been accounted for by [/:Name] in accordance with this Agreement;
- (b) is spent by [/:Name] for purposes other than those authorized under this Agreement;
- (c) Canada determines to be a recoverable stacking amount under section 13 of this Schedule; or
- (d) is an overpayment or any other amount that is repayable by [/:Name] under this Agreement.

Such amounts are debts due to the Crown.

16.2 Interest will be charged on any debts in accordance with the *Interest and Administrative Charges Regulations* and also constitutes a debt due to the Crown.

17 Non-Monetary Contributions

17.1 Canada may provide a contribution of goods or services to [/:Name] to support [/:Name]’s delivery of any Activities.

17.2 Any non-monetary contribution with a value of up to \$5,000 may be made by way of Canada:

- (a) delivering the goods and/or services to [/:Name]; and
- (b) issuing a notice of non-monetary contribution (“NONMC”) to [/:Name] for the delivery of the

contributed goods or services pursuant to this section.

17.3 A NONMC will be signed by Canada and will:

- (a) list each of the goods and/or services to be contributed;
- (b) set out the location where each of the goods and/or services will be delivered and the expected date or time period for such delivery;
- (c) indicate the value of the non-monetary contribution based on Canada's actual costs for the purchase and delivery of the contributed goods and/or services, or the fair market value of the foregoing (whichever is less); and
- (d) be issued prior to or upon delivery of the goods and/or services and include conditions for the contribution, including any reporting conditions.

17.4 Any non-monetary contribution with a value in excess of \$5,000 may be made by way of:

- (a) Canada and [/:Name] entering into a non-monetary contribution agreement.

17.5 Where Canada contributes goods and/or services under this section, [/:Name] shall:

- (a) use the goods or services solely for the purposes of delivering Activities as specified in the NONMC or as otherwise agreed between the parties in writing;
- (b) comply with the conditions set out in the NONMC; and
- (c) account for the non-monetary contribution in its Consolidated Audited Financial Statements.

18 Audit

18.1 This section only applies to Contribution Funding.

18.2 Canada may audit or cause to have audited the accounts and records of [/:Name] and any Agency at any time during the term of this Agreement or within 7 years of the termination or expiry of this Agreement, in order to:

- (a) assess or review [/:Name]'s compliance with the terms and conditions of this Agreement;
- (b) review [/:Name]'s program management and financial control practices in relation to this Agreement; or
- (c) confirm the integrity of any data which has been reported by [/:Name] pursuant to this Agreement.

18.3 The scope, coverage and timing of any audit will be determined by Canada and may be carried out by one or more auditors employed or contracted by Canada.

18.4 Canada shall notify [/:Name] at least 2 weeks in advance of an audit under this section.

18.5 In the event of an audit under this section, [/:Name] shall, upon request:

- (a) provide the auditors with all accounts and records of [/:Name] relating to this Agreement and to the Contribution Funding, including all original supporting documentation (whether in paper or electronic form);
- (b) allow those auditors to inspect such accounts and records and, except where prohibited by law, to take copies and extracts of such accounts and records;
- (c) provide to those auditors such additional information as they may require with reference to such accounts and records;
- (d) provide all necessary assistance to those auditors, including providing them with access to [/:Name]'s premises;
- (e) direct any entity that has provided accounting or record-keeping services to [/:Name] to provide copies of those accounts and records to the auditors; and

- (f) give consent to [/:Name]'s auditors to allow access by Canada's auditors to working papers of [/:Name]'s auditors that support the opinion or disclaimer of opinion on Consolidated Audited Financial Statements.

18.6 If at any time during the term of this Agreement, Canada is of the opinion that there may have been a default, the 2 week notice period will not apply and [/:Name] shall, on request, provide Canada with immediate access to its accounts, records and supporting documentation (whether in paper or electronic form) relating to the Contribution Funding, or those of any Agency.

18.7 The accounts and records Canada may audit or cause to have audited under this section include records maintained under any previous funding agreement through which the Crown has provided funding to [/:Name] that, in the opinion of any auditor employed or contracted by Canada, may be relevant to the audit.

18.8 An audit under this section does not limit:

- (a) Canada's right to conduct an evaluation of this Agreement under section 18 of the main body of this Agreement;
- (b) [/:Name]'s obligation to provide Consolidated Audited Financial Statements to Canada; or
- (c) Canada's right to appoint an independent auditor or to require [/:Name] to appoint an independent auditor under section 21 of this Schedule where Consolidated Audited Financial Statements have not been provided to Canada by [/:Name].

[COMMENT] The following section is to be included when the party receiving funding is a Tribal Council.
[COMMENT]

19 Tribal Council Membership

19.1 Where [/:Name] receives notice of a Member First Nation's withdrawal or notice of a First Nation's addition to the Tribal Council, [/:Name] shall immediately notify Canada in writing and shall include with such notice a copy of the band council resolution confirming the Member First Nation's intention to withdraw from, or request for addition to [/:Name].

19.2 For the purposes of the status of [/:Name] under this Agreement, a change in Tribal Council membership will not take effect until the April 1st occurring after 1 calendar year has elapsed from the date [/:Name] has notified Canada of the change in membership, or at such other time as the parties may agree in writing, and during that notice period [/:Name] and Canada shall meet to discuss the impacts of the change in membership on the continuing obligations of the parties.

19.3 Nothing in this section obliges Canada to enter into any funding agreement with a former Member First Nation.

[COMMENT] The following section is to be included when the party receiving funding is a First Nation, corporation or society.
[COMMENT]

19 Intentionally Omitted

20 Accountability to [/:CitizenOrMember]s

20.1 [/:Name] shall maintain a system of accountability toward its [/:CitizenOrMember]s which provides, at a minimum, for transparency and openness relating to this Agreement by keeping the following documents readily available to any [/:CitizenOrMember] upon request, at no charge beyond the reasonable cost of reproducing documents:

- (a) this Agreement and any plans or budgets created by [/:Name] for this Agreement;
- (b) any Management Action Plan, and any amendments to it;
- (c) [/:Name]'s Consolidated Audited Financial Statements, including the auditor's report; and
- (d) any other reports or evaluations required by this Agreement.

20.2 [/:Name] shall also include at least the following processes in its system of accountability, and [/:Name] shall provide a copy of policies relating to these matters to any [/:CitizenOrMember] or other person to

whom Activities are provided, upon request, at no charge beyond the reasonable cost of reproducing documents:

- (a) written standards, policies or procedures of [/:Name] relating to the provision of the Activities;
- (b) a redress process for any disputes or complaints about the delivery of any Activities; and
- (c) a conflict of interest policy for [/:Name] officers, councillors, directors and volunteers who work for or manage [/:Name].

20.3 In the event of an inconsistency or conflict between the system of accountability established by [/:Name] pursuant to this section and the terms of this Agreement, this Agreement will prevail.

21 Where Reporting or Disclosure Requirements not met

21.1 Without limiting remedies available to Canada under this Agreement, if [/:Name] defaults in its obligation under this Agreement or any predecessor to provide Canada with Consolidated Audited Financial Statements, together with all schedules and reports required under the *Reporting Guide*, Canada may:

- (a) require that an independent auditor who is a member in good standing of a corporation, institute or association of accountants incorporated under an Act of the legislature of the Province or Territory in which [/:Name] has its administrative offices be engaged immediately by [/:Name] at [/:Name]'s cost and that the Consolidated Audited Financial Statements, together with all schedules and reports required under the *Reporting Guide*, be delivered within a reasonable time as Canada may determine; or
- (b) appoint an independent auditor who is a member in good standing of a corporation, institute or association of accountants incorporated under an Act of the legislature of the Province or Territory in which [/:Name] has its administrative offices and in which case:
 - (i) [/:Name] shall provide the auditor appointed by Canada with full access to its financial records and provide such other information as the auditor may require to perform the audit; and
 - (ii) [/:Name] shall reimburse Canada for all costs incurred in having the audit conducted.

[COMMENT]The following subsection is to be included when the party receiving funding is a First Nation.
[COMMENT]

- (c) Without limiting remedies available to Canada set out in this Agreement, if [/:Name] defaults on its obligation to make any Management Action Plan, or Consolidated Audited Financial Statements, together with all schedules and reports required under the *Reporting Guide*, readily available to [/:CitizenORMember]s that request them, Canada may make those documents available to those [/:CitizenORMember]s.

[COMMENT]The following subsection is to be included when the party receiving funding is a Tribal Council.
[COMMENT]

- (c) Without limiting remedies available to Canada set out in this Agreement, if [/:Name] defaults on its obligation to make any Management Action Plan, or Consolidated Audited Financial Statements, together with all schedules and reports required under the *Reporting Guide*, readily available to [/:CitizenOrMember]s and Member First Nations that request them, Canada may make those documents available to those [/:CitizenOrMember]s and Member First Nations.

[COMMENT]The following subsection is to be included when the party receiving funding is a corporation or society.[COMMENT]

- (c) Without limiting remedies available to Canada set out in this Agreement, if [/:Name] defaults on its obligation to make any Management Action Plan, or Consolidated Audited Financial Statements, together with all schedules and reports required under the *Reporting Guide*, readily available to the First Nation(s) to whom it provides Activities and [/:CitizenOrMember]s that request them, Canada may make those documents available to the host First Nation(s) and those [/:CitizenOrMember]s.

**SCHEDULE 3
NFR GRANT FUNDING**

1 Purpose and Application

- 1.1 The purpose of the NFR Grant is to empower First Nations to improve outcomes for their communities and [/:CitizenOrMember]s by providing funding in a flexible and predictable manner, in a context of mutual accountability.
- 1.2 NFR Grant Funding will be provided subject to and in accordance with: (i) the main body of this Agreement; (ii) this Schedule; and (iii) the applicable provisions of the other Schedules.
- 1.3 For the purposes of information, transfer payment programs used by Canada to provide funding sources for the NFR Grant are listed in Section 2 of Schedule 6.

[COMMENT]If section 3 of Schedule 6 is included in this Agreement, include the following[/COMMENT]

2 Formula-based Funding Adjustments

- 2.1 Where the amount of any NFR Grant Funding will change in accordance with a predetermined formula set out in section 3 of Schedule 6, Canada shall, by NOBA or other amendment process, amend Schedule 4 accordingly.

[COMMENT]If section 3 of Schedule 6 is NOT included in this Agreement, include the following[/COMMENT]

2 Intentionally Omitted

3 NFR Grant Funding –Use and Retention

- 3.1 [/:Name] shall use the NFR Grant Funding in a manner consistent with its Strategic Plan in order to plan, design and undertake Activities that support [/:Name]'s desired outcomes. [/:Name] shall be accountable to its [/:CitizenOrMember]s for how these Activities support those outcomes in accordance with section 5 of this Schedule.
- 3.2 Subject to paragraph 19.2(c) of the main body of this Agreement and subsection 3.1 of this Schedule, [/:Name] may retain any unexpended NFR Grant Funding from a Fiscal Year for use in a subsequent Fiscal Year and after the expiry of this Agreement.

4 Eligibility

- 4.1 In order to be and remain eligible for the NFR Grant under this Agreement, [/:Name] shall:
- (a) implement and maintain a Financial Administration Law or a Financial Administration By-Law in accordance with Schedule 6; and
 - (b) meet or exceed all Financial Performance Ratios set out in Schedule 6 for each Fiscal Year.
- 4.2 Canada may monitor and verify the eligibility status of [/:Name] to confirm [/:Name]'s continued eligibility for the NFR Grant during the term of this Agreement. [/:Name] shall, for this purpose, make records and information relevant to its eligibility status for the NFR Grant available to Canada on reasonable notice.
- 4.3 [/:Name] shall promptly notify Canada if it becomes aware that it no longer meets the eligibility criteria for the NFR Grant.

5 Accountability to [/:CitizenOrMember]s

- 5.1 [/:Name] shall develop a strategic plan within 12 months of the effective date of this Agreement that will guide [/:Name]'s planning, design and undertaking of Activities to support proposed outcomes ("Strategic Plan"). The Strategic Plan must include [/:Name]'s vision, priorities, targets and proposed outcomes, and financial planning developed pursuant to requirements under the First Nation's Financial Administration Law or Financial Administration By-Law.
- 5.2 [/:Name] shall update its Strategic Plan annually as necessary to accommodate changes to its priorities and financial planning.

5.3 [/:Name] shall ensure that Annual Reports developed pursuant to requirements under the First Nation's Financial Administration Law or Financial Administration By-Law incorporate reporting on outcomes from its Strategic Plan. Where deemed appropriate by [/:Name], the Annual Report may also incorporate data referred to in Schedule 7 that are reported to Canada pursuant to subsection 12.1 of the main body of this Agreement.

5.4 [/:Name] shall create and maintain a system of accountability and transparency to its [/:CitizenOrMember]s relating to the NFR Grant. This system must include:

- (a) adherence with the accountability measures set out in its Financial Administration Law or Financial Administration By-Law; and
- (b) making available to [/:CitizenOrMember]s, on a timely basis, copies of: (i) the Strategic Plan; (ii) the Multi-Year Financial Plan; (iii) the Annual Report; and (iv) the Consolidated Audited Financial Statements. The Strategic Plan and the Multi-Year Financial Plan may be prepared separately or contained in a single document.

6 Mutual Accountability – the Parties

6.1 Without limiting other terms of this Agreement related to the provision of reports and records, including the reports referred to under section 12 of the main body of this Agreement, [/:Name] shall provide to Canada a copy of each of the documents referred to in paragraph 5.4(b)(i) to (iii) of this Schedule.

6.2 The parties shall, at minimum, convene an annual meeting between representatives of [/:Name] and regional officials from ISC to discuss the implementation of this Agreement and the overall functioning of the new fiscal relationship as it pertains to the NFR Grant. During these meetings the parties shall discuss:

- (a) [/:Name]'s Activity outcomes over the past year, including:
 - (i) [/:Name] suggestions for improving community outcomes; and
 - (ii) what is needed to improve Activity outcomes.
- (b) whether [/:Name] is continuing to meet all eligibility criteria for the NFR Grant as set out in subsection 4.1 of this Schedule and in Schedule 6;
- (c) whether [/:Name] has provided all reporting on performance indicators required by this Agreement for the NFR Grant as set out in Schedule 7; and
- (d) whether [/:Name] has established or is putting in place a Strategic Plan and whether Annual Reports outline progress as against the Strategic Plan.

6.3 The parties may also exchange information regarding the effectiveness of the NFR Grant and this Agreement in [/:Name]'s community as well as suggestions for ongoing co-development of the fiscal relationship between Canada and First Nations.

6.4 In the event that implementation challenges are identified which compromise the effectiveness or sustainability of this Agreement as it applies with the NFR Grant, the parties may, by mutual agreement, convene additional meetings with the goal of developing proactive responses, measures or strategies to meet the challenges identified, where possible.

7 Risk Mitigation

7.1 Each party shall notify the other if it determines that, or is advised by any [/:CitizenOrMember] that, [/:Name] has failed to, or is at immediate risk of failing to:

- (a) maintain eligibility for the NFR Grant in accordance with subsection 4.1 of this Schedule;
- (b) prepare a Strategic Plan in accordance with this Schedule;
- (c) provide information to its [/:CitizenOrMember]s or to Canada under subsections 5.4, 6.1 and 6.2 of this Schedule or section 12 of the main body of this Agreement; or
- (d) protect the health, safety and welfare of any of the [/:CitizenOrMember]s.

7.2 In the event of a notification under subsection 7.1, the parties shall make arrangements to promptly

discuss the matter. Following such discussion, and subject to subsection 7.5, [/:Name] shall determine what steps are required (if any) to address or redress the matters for which the notification was given, including any steps [/:Name] may wish to take under subsection 7.3. The parties shall have further discussions at 3 month intervals to track [/:Name]'s progress in addressing or redressing the matter for which notification was given.

- 7.3 [/:Name] may, in its discretion, implement capacity development measures on a proactive or remedial basis in order to address, redress or reduce the chances of recurrence of any issue for which notification was given under subsection 7.1. Such measures may be undertaken with the support of a capacity development organization or other qualified service provider, to be chosen and hired by [/:Name]. [/:Name] shall be solely responsible for setting the terms of reference and functions of any capacity development organization or other qualified service provider.
- 7.4 The costs of any capacity development measures under subsection 7.3, including the costs of a capacity development organization or other qualified service provider chosen by [/:Name] under that subsection, shall be paid by [/:Name]. However, Canada shall provide additional funding to [/:Name] for those costs where Canada agrees that the organization or provider is necessary and to the extent that Canada agrees that those costs are reasonable.
- 7.5 If, 12 months after a notification date under subsection 7.1, Canada is of the opinion that there has been a sustained or recurring failure by [/:Name] to effectively address or redress any matter for which notification was given under subsection 7.1, Canada shall offer to meet with [/:Name] and unless they agree otherwise, the parties shall act in accordance with the following process:
- (a) the parties shall cooperate to immediately amend this Agreement in order to re-profile any NFR Grant Funding that is not yet paid, or which has been paid but not expended by [/:Name], as Contribution Funding or Grant Funding; and
 - (b) [/:Name] shall use the re-profiled funding to undertake Activities in accordance with the amended Agreement.

8 Evaluation

- 8.1 An evaluation conducted under section 18 of the main body of this Agreement may, in respect of the NFR Grant, evaluate the relevance, effectiveness and efficiency of the NFR Grant in achieving expected results.

9 Stacking

- 9.1 Total government assistance for the same purposes as those set out in this Schedule shall not exceed 100%.
- 9.2 Notwithstanding subsection 9.1:
- (a) Canada shall not impose any restrictions against the receipt, by [/:Name], of other government assistance or other source funding for the same purposes as those set out in this Schedule; and
 - (b) Canada shall not adjust or reduce any NFR Grant Funding as a result of anything in this section.

Agreement No.: [/:ArrangementNumber]

Agreement No.: [/:ArrangementNumber]

Agreement No.: [/:ArrangementNumber]

Agreement No.: [/:ArrangementNumber]

SCHEDULE 5

CONTRIBUTION FUNDING: DELIVERY REQUIREMENTS AND FUNDING ADJUSTMENT FACTORS

HEALTH ACTIVITIES

1 Delivery Requirements for Health Activities

- 1.1 Health Activities shall be delivered by [/:Name] in accordance with the terms of this Agreement and the following plans or protocol:
- (a) Health Activities funded by Set Funding or Fixed Funding shall be delivered by [/:Name] in accordance with the Program Plan;
 - (b) Health Activities funded by Flexible Funding or Block Funding shall be delivered by [/:Name] in accordance with its Health Plan; and
 - (c) Health Facility and Health Asset projects funded under the Capital Investments Functional Area according to Schedule 4 must be delivered by [/:Name] in accordance with the Health Infrastructure and Capital Protocol.
- 1.2 In the event of a conflict between the plans referred to in subsection 1.1 and the other provisions of this Agreement, the other provisions of this Agreement will govern.

2 Health Plan

- 2.1 [/:Name] shall, if it has not done so prior to the commencement of this Agreement, submit a Health Plan to Canada to establish terms and conditions for Health Activities funded by Flexible Funding or Block Funding. [/:Name] shall amend the Health Plan as necessary to reflect any changes made to its Activity priorities and objectives and submit such amendments to Canada. [/:Name] shall provide all amendments to Canada for review prior to implementing them.
- 2.2 Canada shall review the Health Plan and any amendments or replacements thereof to determine whether the plan is eligible to be supported with Flexible Funding or Block Funding. Canada may require adjustments to the Health Plan prior to the commencement or continuation of the provision of the Funding.

3 Health Facilities and Health Assets

- 3.1 [/:Name] shall use each Health Facility and Health Asset solely for the purposes of providing Health Activities, unless otherwise agreed to in writing by Canada.
- 3.2 [/:Name] may not, without the consent of Canada:
- (a) change the use of any Health Facility or Health Assets or permit them to be used for additional uses which are not directly related to fulfilling the terms and conditions of this Agreement or any agreement under which funding for the Health Facility or Health Asset was provided;
 - (b) pledge, mortgage, charge or permit the creation of any security interest, claim or lien against the Health Facilities and Health Assets;
 - (c) undertake significant alteration of the Health Facilities and Health Assets; or
 - (d) sell, exchange, transfer or dispose of such facilities and assets.
- 3.3 [/:Name] acknowledges that:
- (a) it holds the beneficial interest in any Health Facilities or Health Assets and acknowledges that Canada does not exercise any control over any Health Facilities and Health Assets; and
 - (b) acknowledges that it shall enjoy sole possession and control over any Health Facilities or Health Assets acquired with Funding and shall have the sole legal responsibility for any matters arising from the construction, possession, control, operation or maintenance of the Health Facilities or Health Assets.

- 3.4 Where Canada, its employees, contractors or agents require the use of any Health Facilities or Health Assets in whole or in part to deliver federal health programs in [/:Name]'s community, [/:Name] shall permit such use or take all steps necessary to facilitate or consent to such use. Any such use by Canada shall be permitted free of rent or charge by [/:Name] in view of the capital or maintenance contributions for such Health Facilities and Health Assets by Canada.
- 3.5 Where this Agreement contains Funding under the Capital Investments Functional Area according to Schedule 4, [/:Name] shall also comply with the Health Infrastructure and Capital Protocol issued by Canada with respect to such Funding.

4 Health Research Projects

- 4.1 [/:Name] shall, in respect of any health research study, assessment or report containing opinions of [/:Name] that is prepared with the Funding, include with the Funding recognition statement a disclaimer that the views and opinions expressed therein are solely those of [/:Name] and may not reflect the views and opinions of Canada.

5 Definitions

In this Schedule, the following terms have the following meanings. These definitions apply equally to the singular and plural forms of the terms defined:

“Health Asset” means an asset of any kind used for Health Activities other than a Health Facility, and which: (i) is in the possession, control or ownership of [/:Name]; (ii) has been acquired in whole or in part by [/:Name] with any Funding or funding from a previous health contribution agreement between the parties, and (iii) is not consumed or expended in the natural course of its use.

“Health Facility” means a building or facility of any kind used for Health Activities or to support Health Activities, including any fixtures thereto, which has been constructed, purchased or maintained by in whole or in part with any Funding or funding from a previous health contribution agreement between the parties.

“Health Infrastructure and Capital Protocol” means a document issued by, and available from, Canada that consists of functional activities associated with the planning, design, construction or repair of Health Facilities and Health Assets.

“Health Plan” means a comprehensive health plan or the multi-year workplan prepared by [/:Name] and approved by Canada which sets out how [/:Name] will deliver Health Activities funded by Flexible or Block Funding, and further described in section 2 of this Schedule.

“Program Plan” means a plan prepared by Canada and provided to [/:Name] for the delivery of Health Activities funded by Set Funding or Fixed Funding. The Program Plan may be incorporated into [/:Name]'s Health Plan if it also receives Flexible Funding or Block Funding for Health Activities.

NON-HEALTH ACTIVITIES

[COMMENT]Note: The following national program delivery requirements for the purpose of the funding provided pursuant to this Agreement are to be numbered.[/COMMENT]

6 Activities Funded by Block Funding for ISC

BLOCK ACTIVITY DELIVERY REQUIREMENTS	
ACTIVITY	DELIVERY REQUIREMENTS
Indian Government Support	<p>[COMMENT]For Tribal Councils[/COMMENT] [/:Name] accepts responsibility for the delivery of services and capacity development in accordance with the requirements of Member First Nations and the <i>Tribal Council Funding Program Policy</i> issued by ISC as amended from time to time.</p> <p>Pension plans established by [/:Name] for the benefit of elected officials and employees of [/:Name] and employees of their Member First Nations, for which funding was applied for and provided under Indian Government Support, must be administered in accordance with the <i>Band Employee Benefits Program Policy</i> issued by ISC as amended from time to time.</p> <p>[COMMENT]For First Nations[/COMMENT] [/:Name] will comply with the provisions of the Canada Labour Code.</p> <p>Pension plans established by [/:Name] for the benefit of elected officials and employees of [/:Name], for which funding was applied for and provided under Indian Government Support, must be administered in accordance with the <i>Band Employee Benefits Program Policy</i> issued by ISC as amended from time to time.</p>
Post-Secondary Student Support Program and University and College Entrance Preparation Program	[/:Name] shall administer the Post-Secondary Student Support Program and the University and College Entrance Preparation Program in accordance with the <i>Post-Secondary Student Support Program and University and College Entrance Preparation Program National Program Guidelines</i> issued by ISC as amended from time to time.
Elementary and Secondary Education – First Nations Schools	[/:Name] shall administer the Elementary and Secondary Education in accordance with the National Guidelines for the <i>Elementary and Secondary Educations</i> issued by ISC as amended from time to time.
Elementary and Secondary Education – Provincial and Private/Independent Schools	[/:Name] shall administer the Elementary and Secondary Education in accordance with the National Guidelines for the <i>Elementary and Secondary Educations</i> issued by ISC as amended from time to time.
Income Assistance	<p>[/:Name] shall:</p> <p>(a) administer the Income Assistance Program in accordance with ISC's Income Assistance National Program Guidelines and any other approved program documentation issued by ISC as amended from time to time.</p> <p>[COMMENT]Use the following text when funding the Recipient to administer pre-employment supports based on an approved proposal.[/COMMENT]</p> <p>(b) administer pre-employment supports in accordance with the proposal approved on [Month, Day, Year].</p>
Assisted Living	[/:Name] shall administer the Assisted Living Program in accordance with ISC's Assisted Living National Program Guidelines and any other current approved program documentation issued by ISC as amended from time to time.
Community Infrastructure Program	[/:Name] shall at all times provide for the preservation of public health and safety and the protection of the environment.

	<p>Ownership and Use of Capital Facilities and Assets:</p> <p>[/:Name] acknowledges that it has the beneficial legal interest in any capital facility or asset acquired with funding provided by ISC and acknowledges that ISC does not exercise any control over such facilities or assets.</p> <p>[/:Name] acknowledges that it shall enjoy sole possession and control over any capital facility or asset acquired with funding provided by ISC and shall have the sole legal responsibility for any matters arising from the construction, possession, control, operation or maintenance of the facility or asset.</p> <p>[/:Name] shall use each facility or asset for the purpose described in this Agreement, unless otherwise agreed to in writing by ISC.</p> <p>[/:Name] shall comply with the <i>Protocol for INAC-Funded Infrastructure</i> issued by ISC as amended from time to time.</p>
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7 Block Formula Adjustment for ISC

Note: Regional formula to be included

8 Block Formula Adjustment for CIRNAC

BLOCK ACTIVITY DELIVERY REQUIREMENTS	
ACTIVITY	DELIVERY REQUIREMENTS
Registration and Membership	The Indian Registry Administrator appointed by [/:Name] will provide information required by CIRNAC for the purpose of maintaining the Indian Register and, where the band does not control its own membership rules under section 10 of the <i>Indian Act</i> , for the maintenance of the "band list" within the meaning of section 8 of the <i>Indian Act</i> , in accordance with the <i>Indian Registry Reporting Manual</i> and policies issued by CIRNAC as amended from time to time.
Lands and Economic Development Services Program - Core Allocations: Economic Development	[/:Name] shall administer the Lands and Economic Development Services Program in accordance with the <i>Lands and Economic Development Services Program Guidelines</i> issued by CIRNAC as amended from time to time, and its final CIRNAC-approved Economic Development Plan.
Lands and Economic Development Services Program - Core Allocations: Reserve Land and Environmental Management	<p>[COMMENT]Note: the Regional Office to select the appropriate level of responsibility:[/COMMENT]</p> <p>Training and Developmental Operational Delegated Authority (a) [/:Name] shall carry out the activities in accordance with the <i>Reserve Land and Environmental Management Manual</i> and the <i>Land Management Manual</i> issued by CIRNAC as amended from time to time and in with the roles and responsibilities</p>

found in the statement of work dated [Month, Day, Year].

[COMMENT]Note: the Regional Office is to include the following clause in the funding agreement for recipients who have delegated authority under sections 53 and/or 60 of the Indian Act:[COMMENT]

(b) [/:Name] shall also carry out their delegated authority in accordance with the terms and conditions outlined in the Order in Council/Ministerial letter dated [Month, Day, Year].

9 Block Formula Adjustment for CIRNAC

Note: Regional formula to be included

10 Activities Funded by Set, Fixed, Flexible and Grant Funding for ISC

ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS			
ACTIVITY	DELIVERY REQUIREMENTS	COST-SHARING [COMMENT]NOTE: WHERE THE TERMS AND CONDITIONS OF ISC'S FUNDING PROGRAM REQUIRES THE COUNCIL TO SUPPLEMENT ISC FUNDING WITH FUNDING FROM OTHER SOURCES, EACH FUNDING SOURCE AND THE REQUIRED PERCENTAGE SHARE FROM EACH SOURCE MUST BE SET OUT HERE.HERE IS THE RECOMMENDED FORMAT: The [/:Name] shall supplement ISC funding with funding from other sources as follows: ISC funding: xx% (name other source) Funding: xx% (name other source, if any) Funding: xx% [COMMENT]	ADJUSTMENT FACTOR [COMMENT]NOTE: THE REGIONS SPECIFIC PRACTICES, AS AT AGREEMENT ENTRY, ARE TO BE DESCRIBED HERE IN ACCORDANCE WITH HQ PROGRAM INSTRUCTIONS (PROGRAM T&C) [COMMENT]
Band Employee Benefits	Pension plans established by [/:Name] for the benefit of elected officials and employees of [/:Name] must be administered in accordance with the <i>Band Employee Benefits Program Policy</i> issued by ISC as amended from time to time.		insert an Adjustment Factor when applicable
Band Support Funding	[/:Name] shall maintain a soundly administered and managed organization and provide efficient delivery of the programs and services as set out in this Agreement. Funds provided under this Agreement shall be used to assist band councils to meet the costs of local government and administration of departmentally funded services in accordance with the <i>Band Support Funding Program Policy</i> issued by ISC.		insert an Adjustment Factor when applicable
Professional & Institutional Development Program	[/:Name] shall administer approved Professional and Institutional Development Program projects in accordance with the <i>Professional and Institutional Development Program Guidelines</i> issued by ISC as amended from time to time.		insert an Adjustment Factor when applicable

<p>Tribal Council Funding</p>	<p>[/:Name] accepts responsibility for the delivery of services and capacity development in accordance with the requirements of Member First Nations and the <i>Tribal Council Funding Program Policy</i> issued by ISC as amended from time to time.</p>		<p>insert an Adjustment Factor when applicable</p>
<p>Elementary and Secondary Education – First Nation Schools</p>	<p>[/:Name] shall administer the Elementary and Secondary Education in accordance with the <i>National Elementary and Secondary Education</i> issued by ISC as amended from time to time.</p>		<p>insert an Adjustment Factor when applicable</p>
<p>Elementary and Secondary Education – Federal Schools</p>	<p>[/:Name] shall administer the Elementary and Secondary Education in accordance with the <i>National Guidelines for the Elementary and Secondary Education</i> issued by ISC as amended from time to time.</p>		<p>insert an Adjustment Factor when applicable</p>
<p>Elementary and Secondary Education - Provincial and Private/Independent Schools</p>	<p>[/:Name] shall administer the Elementary and Secondary Education in accordance with the <i>National Guidelines for the Elementary and Secondary Education</i> issued by ISC as amended from time to time.</p>		<p>insert an Adjustment Factor when applicable</p>
<p>Innovation Program</p>	<p>[/:Name] shall deliver the Innovation project in accordance with the workplan that has been approved through a regionally-based process with First Nations and relevant program guidelines.</p>		<p>insert an Adjustment Factor when applicable</p>
<p>Research Program</p>	<p>[/:Name] shall deliver the Research project in accordance with the workplan that has been approved through a regionally-based process with First Nations and relevant program guidelines.</p>		<p>insert an Adjustment Factor when applicable</p>
<p>High-Cost Special Education Program</p>	<p>[/:Name] shall administer the Targeted High-Cost Special Education Program in accordance with the workplan approved by ISC, and the <i>High-Cost Special Education Program National Program Guidelines</i> issued by ISC as amended from time to time.</p>		<p>insert an Adjustment Factor when applicable</p>
<p>Education Partnerships Program</p>	<p>[/:Name] shall administer the Education Partnerships Program in accordance with</p>		<p>insert an Adjustment Factor when applicable</p>

	the workplan(s) or proposal (s) approved by ISC, the <i>Education Partnerships Program - Partnership Establishment and Partnership Advancement Components</i> National Program Guidelines, and, the Education Partnerships Program., <i>Structural Readiness Component National Program Guidelines</i> issued by ISC as amended from time to time..		
First Nations and Inuit Youth Employment Strategy	[/:Name] shall administer the First Nations and Inuit Youth Employment Strategy in accordance with the proposal(s) approved by ISC, and the <i>Summer Work Experience Program</i> and the <i>Skills Link Program National Program Guidelines</i> issued by ISC as amended from time to time.		insert an Adjustment Factor when applicable
Post-Secondary Student Support Program the University and College Entrance Preparation Program	[/:Name] shall administer the Post-Secondary Student Support Program and University and College Entrance Preparation Program in accordance with the <i>Post-Secondary Student Support Program and University and College Entrance Preparation Program National Program Guidelines</i> issued by ISC as amended from time to time.		insert an Adjustment Factor when applicable
Post-Secondary Partnerships Program	[/:Name] shall administer the Post-Secondary Partnerships Program in accordance with the proposal and workplan(s) approved by ISC, and the <i>Post-Secondary Partnerships Program National Program Guidelines</i> issued by ISC as amended from time to time..		insert an Adjustment Factor when applicable
First Nations and Inuit Cultural Education Centres Program	[/:Name] shall administer the First Nations and Inuit Cultural Education Centres Program in accordance with the proposal approved by ISC and the <i>First Nations and Inuit Cultural Education Centres Program National Program Guidelines</i> issued by ISC as amended from time to time..		insert an Adjustment Factor when applicable
Income Assistance	[/:Name] shall: (a) administer the Income Assistance Program in		insert an Adjustment Factor when applicable

	<p>accordance with ISC's Income Assistance National Program Guidelines and any other approved program documentation issued by ISC as amended from time to time.</p> <p><i>[COMMENT] Use the following text when funding the Recipient to administer pre-employment supports based on an approved proposal [COMMENT]</i></p> <p>(b) administer pre-employment supports in accordance with the proposal [Name of Project] approved on [Day, Month, Year].</p>		
First Nation Child and Family Services	[/:Name] shall administer the First Nation Child and Family Services Program in accordance with Provincial/Territorial legislation, as well as ISC's First Nations Child and Family Services Program Guidelines and any other current approved program documentation issued by ISC as amended from time to time.		insert an Adjustment Factor when applicable
Assisted Living	[/:Name] shall administer the Assisted Living Program in accordance with ISC's Assisted Living National Program Guidelines and any other current approved program documentation issued by ISC as amended from time to time.		insert an Adjustment Factor when applicable
Family Violence Prevention	[/:Name] shall administer the Family Violence Prevention Program in accordance with ISC's Family Violence Prevention Program National Guidelines and any other current approved program documentation issued by ISC as amended from time to time.		<insert an Adjustment Factor when applicable>
Community Infrastructure Program	[/:Name] shall at all times provide for the preservation of public health and safety and the protection of the environment.		<insert an Adjustment Factor when applicable>
	Ownership and Use of Capital Facilities and Assets:		

	<p>[/:Name] acknowledges that it has the beneficial legal interest in any capital facility or asset acquired with funding provided by ISC and acknowledges that ISC does not exercise any ownership rights over such facilities or assets.</p> <p>[/:Name] acknowledges that it shall enjoy sole possession and control over any capital facility or asset acquired with funding provided by ISC and shall have the sole legal responsibility for any matters arising from the construction, possession, control, operation or maintenance of the facility or asset.</p> <p>[/:Name] is required, as a condition of funding, to agree to use each facility or asset for the purpose described in this Agreement, unless otherwise agreed by ISC.</p> <p>Conditions of Funding: [/:Name] shall comply with the <i>Protocol for AANDC-Funded Infrastructure</i> issued by ISC as amended from time to time.</p>		
<p>Community Infrastructure Program</p> <p>Major Capital Infrastructure Projects</p>	<p>[/:Name] shall:</p> <p>(a) carry out and complete the Project in accordance with the Approved Project Approval Request entitled ;</p> <p>(b) provide evidence to the Minister, prior to the commencement of the Project, that the Project Manager has the required experience and qualifications given the nature and scope of the Project and has adequate liability insurance;</p> <p>(c) not alter the nature or scope of the Project as set out in the Approved Project Request, without the prior consent of the Minister;</p> <p>(d) provide evidence to the Minister that all inspections, and design certifications are carried out by professionals who are licensed in the Province or Territory in which the Project is taking place;</p>		<p><insert an Adjustment Factor when applicable></p>

	<p>(e) obtain the approval of a qualified person, such as an engineer, during the design/construction process for conformance to applicable fire codes prior to the occupancy and usage of public buildings such as schools, community buildings, etc.; and</p> <p>(f) submit and obtain, 30 days prior to the completion of the Project the maintenance and financial management plans that shall be adhered to once the Project is completed.</p>		
<p>Emergency Management Assistance - Preparedness; Mitigation; Response; Recovery</p>	<p>[/:Name] shall provide Emergency Management Assistance activities in accordance with the terms and conditions found in the ISC approved statement of work for [insert name of activity being funded], and dated [Month, Day, Year] (insert the date [/:Name]'s statement of work was approved by ISC).</p>		<p><insert an Adjustment Factor when applicable></p>
<p>Emergency Management Assistance - Search and Recovery</p>	<p>[/:Name] shall provide Emergency Management Assistance - Search and Recovery activities in accordance with the <i>ISC Search and Recovery Guidelines</i> as amended from time to time and the ISC approved proposal dated [Month, Day, Year] (insert the date [/:Name]'s proposal was approved by ISC).</p>		<p><insert an Adjustment Factor when applicable></p>

11 Activities Funded by Set, Fixed, Flexible and Grant Funding for CIRNAC

ACTIVITY DELIVERY REQUIREMENTS, COST- SHARING AND ADJUSTMENT FACTORS			
ACTIVITY	DELIVERY REQUIREMENTS	COST-SHARING [COMMENT] <i>NOTE: WHERE THE TERMS AND CONDITIONS OF CIRNAC'S FUNDING PROGRAM REQUIRES THE COUNCIL TO SUPPLEMENT CIRNAC FUNDING WITH FUNDING FROM OTHER SOURCES, EACH FUNDING SOURCE AND THE REQUIRED PERCENTAGE SHARED FROM EACH SOURCE MUST BE SET OUT HERE. HERE IS THE RECOMMENDED FORMAT: The Council shall supplement CIRNAC funding with funding from other sources as follows: CIRNAC funding: xx% [name other source] funding: xx% [name other source, if any</i> [COMMENT]	ADJUSTMENT FACTOR [COMMENT] <i>NOTE: THE REGIONS' SPECIFIC PRACTICES, AS AT AGREEMENT ENTRY, ARE TO BE DESCRIBED HERE IN ACCORDANCE WITH HQ PROGRAM INSTRUCTIONS (PROGRAM T&C)</i> [COMMENT]
Registration and Membership	The Indian Registry Administrator appointed by [/:Name] shall provide information required by CIRNAC for the purpose of maintaining the Indian Register and, where the band does not control its own membership rules under section 10 of the <i>Indian Act</i> for the maintenance of the band list within the meaning of section 8 of the <i>Indian Act</i> in accordance with the Indian Registry Reporting Manual and policies issued by CIRNAC as amended from time to time.		<insert an Adjustment Factor when applicable>
Claims Implementation - Contributions	[/:Name] shall carry out activities in accordance with the Land Claim Agreement and CIRNAC approved work plans.		<insert an Adjustment Factor when applicable>
Federal Initiative on Consultation	[/:Name] shall carry out activities in accordance with the agreed upon terms and conditions in the approved proposal, related work description and work plan dated [Month, Day, Year].		<insert an Adjustment Factor when applicable>
Independent Assessment Process - Group	[/:Name] shall carry out activities in accordance with the attached Project Description for the Group Independent Assessment Process.		<insert an Adjustment Factor when applicable>
Estates Management	[/:Name] shall carry out activities in accordance with the approved proposal dated		<insert an Adjustment Factor when applicable>

	[Month, Day, Year] and the terms and conditions of the Contributions to Indian bands for land and estates management authority.		
Lands and Economic Development Services Program - Core Allocations: Economic Development	[/:Name] shall administer the Lands and Economic Development Services Program in accordance with the Lands and Economic Development Services Program Guidelines issued by DIAND as amended from time to time, and its final DIAND- approved Economic Development plan.		<insert an Adjustment Factor when applicable>
Lands and Economic Development Services Program – Core Allocations: Reserve Land and Environmental Management	[COMMENT]Note: the Regional Office to select the appropriate level of responsibility.[/COMMENT] Training and Developmental Operational Delegated Authority to insert an Adjustment Factor when applicable. [/:Name] shall carry out the activities in accordance with the Reserve Land and Environmental Management Manual and the Land Management Manual issued by DIAND as amended from time to time and in accordance with the roles and responsibilities found in the statement of work dated [Month, Day, Year]. [COMMENT]Note: the Regional Office is to include the following clause in the funding agreement for recipients who have delegated authority under sections 53 and/or 60 of the Indian Act:[/COMMENT] insert an Adjustment Factor when applicable. [/:Name] shall also carry out their delegated authority in accordance with the terms and conditions outlined in the Order in Council/Ministerial letter dated [Month, Day, Year].		<insert an Adjustment Factor when applicable>
Lands and Economic Development Services Program: Targeted Funding	[/:Name] shall carry out activities in accordance with the Lands and Economic Development Services Program Guidelines issued by DIAND as amended from time to time, and in accordance with the terms and conditions found in the statement of work dated [Month, Day, Year].		<insert an Adjustment Factor when applicable>
Lands and Economic Development Services Program: First Nations Land Management	(a) Developmental [/:Name] shall implement the Framework Agreement on First Nation Land Management through the Community Approval Process		<insert an Adjustment Factor when applicable>

	<p>Plan, as amended from time to time, and agreed to by the Parties and the First Nations Land Management Resource Centre Inc.</p> <p>(b) Operational</p> <p>[/:Name] I shall manage their land, resources and environment in accordance with the First Nation's own Land Code, the Framework Agreement on First Nation Land Management and the First Nation Land Management Act and shall ensure that all land transactions are registered in the First Nations Land Registry in accordance with the First Nations Land Management Registry Regulations.</p> <p>(c) Environmental Site Assessment</p> <p>[/:Name] shall carry out the approved Activities as described in the project description.</p>		
First Nation Oil and Gas Money Management Act (FNOGMMA)	<p>[/:Name] shall carry out activities in accordance with the approved First Nation Oil and Gas Money Management Act (FNOGMMA) Implementation Plan dated: [Month, Day, Year] including the terms and conditions outlined in the plan.</p>		<insert an Adjustment Factor when applicable>
Investment in Economic Opportunities: Community Opportunity Readiness Program	<p>Investment in Economic Opportunity [/:Name] shall carry out activities in accordance with Community Opportunity Readiness Program Guidelines issued by DIAND as amended from time to time and in accordance with the terms and conditions found in the Statement of Work dated: [Month, Day, Year].</p>		<insert an Adjustment Factor when applicable>
Renewable Resources - General Resource Policy - General Northern Boards	<p>[/:Name] shall carry out project activities in accordance with [associated program terms and conditions] [and] or [approved work plan] or [proposed work plan] [and] or [the proposal] [and] [related budget] for [Name of Project].</p>		<insert an Adjustment Factor when applicable>
CIMS-CEAM	<p>[/:Name] shall carry out activities in accordance with the Interim Resources Management Assistance (IRMA) Program Guidelines and DIAND approved plans including project terms and conditions.</p>		<insert an Adjustment Factor when applicable>

Interim Resources Management Assistance Program	[/:Name] shall carry out activities in accordance with the Interim Resources Management Assistance (IRMA) Program Guidelines and DIAND approved plans including project terms and conditions.		<insert an Adjustment Factor when applicable>
Northern Contaminants Program	[/:Name] shall carry out Northern Contaminants Program activities in accordance with the Northern Contaminants Program Guidelines and DIAND approved plan including project terms and conditions.		<insert an Adjustment Factor when applicable>
Northern REACHE	[/:Name] will carry out Northern REACHE activities in accordance with the approved project plan and agreed-upon terms and conditions dated proposal submission date		<insert an Adjustment Factor when applicable>
Climate Policy Engagement	[/:Name] will carry out Climate Policy Engagement activities in accordance with the approved project plan and agreed-upon terms and conditions dated proposal submission date		<insert an Adjustment Factor when applicable>
First Nation Adapt	[/:Name] will carry out First Nation Adapt activities in accordance with the approved project plan and agreed-upon terms and conditions dated proposal submission date		<insert an Adjustment Factor when applicable>
Indigenous Community-Based Climate Monitoring Program	[/:Name] will carry out Indigenous Community-Based Climate Monitoring Program activities in accordance with the approved project plan and agreed-upon terms and conditions dated proposal submission date		<insert an Adjustment Factor when applicable>
Climate Change Preparedness in the North	[/:Name] will carry out Climate Change Preparedness in the North activities in accordance with the approved project plan and agreed-upon terms and conditions dated proposal submission date		<insert an Adjustment Factor when applicable>
Northern Sustainable Development - Conservation & Protection	[/:Name] shall carry out activities in accordance with associated program terms and conditions and or approved work plan or proposed work plan and or the proposal and related budget for Name of Project.		<insert an Adjustment Factor when applicable>
Contaminated Sites on Reserve	1.0 [/:Name] shall undertake the activities set out in the Detailed Work Plan dated [Month, Day, Year].		<insert an Adjustment Factor when applicable>

	2.0 The implementation of the activities shall be subject to the project management and governance framework as set out in the Detailed Work Plan dated: [Month, Day, Year].		
Contaminated Sites FCSAP, Non-FCSAP Consultation and/or Engagement	[/:Name] shall conduct activities in accordance with [associated program terms and conditions] [and] or [approved work plan] or [proposed work plan] [and] or [the proposal] [and] [related budget] for [Name of Project].		<insert an Adjustment Factor when applicable>
Arctic Science Canadian High Arctic Research Station (CHARS) - Science and Technology Canadian High Arctic Research Station (CHARS) - Construction	[/:Name] shall carry out activities in accordance with the program guidelines and the DIAND approved plans, including the Treasury Board approved project terms and conditions.		<insert an Adjustment Factor when applicable>
Inherent Right – NG70 (Self-Government Negotiation)	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Governance Capacity Development – NG71	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Discussion Tables NG8R	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Comprehensive Claims and Treaties - NG8U	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Negotiation Preparedness – NG85	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		<insert an Adjustment Factor when applicable>
Non-Treaty Agreements - Incremental Agreements - NG87	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.

Enrollment and Ratification Activities - NG8A	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Inherent Right Consultation	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Comprehensive Claims Submission - NG7W	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Specific and Special Claims Submission - NGBL	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Specific Claims Tribunal Activities - NGBM	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Specific Claims Negotiations - NGBA	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Office of the Treaty Commissioner - NGL0	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Treaty Commissions & Discussions - NGL1	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.
Indigenous Nations Rebuilding - NG9V	[/:Name] shall carry out activities in accordance with the agreed upon work plan, and/or work description/proposal, and related budget.		The budget is set at the start of the Arrangement and may be adjusted over the life of the Arrangement.

SCHEDULE 6

NFR GRANT: ELIGIBILITY CRITERIA, SOURCES OF FUNDING AND FUNDING FORMULA ADJUSTMENTS

1. Eligibility Definitions applicable to Schedule 3

(1) “**Financial Performance Ratios**” referred to in section 4 of Schedule 3 mean the following financial ratios based on its Consolidated Audited Financial Statements for the preceding 5-year period, as more particularly set out in the First Nations Financial Management Board *Financial Performance Standards* dated February 22, 2018, as amended or replaced from time to time:

- ┆ An average “fiscal growth ratio” of no lower than minus 5%;
- ┆ An average “operating margin ratio” of no lower than minus 5%;
- ┆ An average “asset maintenance ratio” of no lower than 100%;
- ┆ A weighted average “net debt ratio” of no more than 60% OR a current year “net debt ratio” of no more than 60%; and,
- ┆ An average “interest expense ratio” of no more than 5%.

(2) “**Minimum FAL Provisions**” means the following provisions, the full text of which can be found in the documents set out in the column titles of a FAL, which documents shall be provided or made available by Canada:

Section Title	Sample FAL Section W/ Local Revenue FAL or FAB Sample	Sample FAL Section W/O Local Revenue FAL or FAB Sample	Coming into force No Later Than
Citation	1	1	The effective date of the grant
Definitions	2(1-4)	2(1-4)	The effective date of the grant
Interpretation	3(1-3)	3(1-3)	The effective date of the grant
Posting of Public Notice	4(1-2)	4(1-2)	The effective date of the grant
Calculation of Time	5	5	The effective date of the grant
Conflict of Laws	6(1-3)	6(1-3)	The effective date of the grant
Scope and application	7	7	The effective date of the grant
Responsibilities of Council	8(1-2)	8(1-2)	Nine months after the effective date of the grant
Finance and Audit Committee - Interpretation	11	11	Nine months after the effective date of the grant
Committee Established	12(1)	12(1)	Nine months after the effective date of the grant
Senior Manager	18(1)	18(1)	Nine months after the effective date of the grant
Senior Financial Officer	19(1)	19(1)	Nine months after the effective date of the grant
Organizational Structure	21(1)	20(1)	Nine months after the effective date of the grant
Conduct of Councillors	22(1)	21(1)	Nine months after the effective date of the grant
Conduct of Officers, Employees, Contractors, etc.	23(2,4)	22(2,4)	Nine months after the effective date of the grant
Fiscal Year	24	23	The effective date of the grant
Multi-year Financial Plan	25	24	Nine months after the effective date of the grant
Content of Annual Budget	26	25	The effective date of the grant
Budget and Planning Process Schedule	27	26	The effective date of the grant

Amendments to Annual Budgets	29	28	The effective date of the grant
Local Revenues Budget Requirements	30	NA	The effective date of the grant
Policy for First Nation Information or Involvement	31(1)	29(1)	Nine months after the effective date of the grant
GAAP	69	67	The effective date of the grant
Separate Accounting	70(1-2)	68	The effective date of the grant
Monthly Financial Information	71(1-2)	69 (1-2)	The effective date of the grant
Quarterly Financial Statements	72(1-3)	70 (1-3)	The effective date of the grant
Annual Financial Statements	73(1-6)	71 (1-5)	The effective date of the grant
Local Revenues Annual Financial Statements	74(1-4)	NA	The effective date of the grant
Appointment of Auditor	76(1-4)	73 (1-4)	The effective date of the grant
Auditor's Authority	77(1-6)	74 (1-6)	The effective date of the grant
Audit Requirements	78(1-4)	75 (1-3)	The effective date of the grant
Review of Audited Annual Financial Statements	79(1-3)	76 (1-2)	The effective date of the grant
Access to Annual Financial Statements	80(1-3)	77 (1-2)	The effective date of the grant
Annual Report	81(1-4)	78 (1-4)	Nine months after the effective date of the grant
Account Records	86(1-2)	83	The effective date of the grant
Board Standards	97(1-2)	94 (1-2)	The effective date of the grant
Delegated Authority on Intervention	98(1-2)	95	The effective date of the grant
Reports of Breaches and Financial Irregularities, etc.	101 (1-3)	98 (1-3)	Nine months after the effective date of the grant
Inquiry into Report	102(1-3)	99 (1-3)	Nine months after the effective date of the grant
Protection of Parties	103(1-4)	100 (1-4)	Nine months after the effective date of the grant
Liability for Improper Use of Money	104(1-4)	101 (1-4)	Nine months after the effective date of the grant
Coming into Force	108 (1-2)	105 (1-2)	The effective date of the grant
SCHEDULE – Avoiding And Mitigating Conflicts Of Interest (entire section)	All sections	All sections	Nine months after the effective date of the grant

(3) “**Minimum FAB Provisions**” means the following provisions, the full text of which can be found in the documents set out in the column titles of a FAB, which documents shall be provided or made available by Canada:

Section Title	Sample FAB – With Local Revenue	Sample FAB – Without Local Revenue	Coming into force No Later Than
Citation	1	1	The effective date of the grant
Definitions	2(1-4)	2 (1-4)	The effective date of the grant
Interpretation	3 (1-3)	3 (1-3)	The effective date of the grant

Posting of Public Notice	4 (1-2)	4 (1-2)	The effective date of the grant
Calculation of Time	5	5	The effective date of the grant
Conflict of Laws	6 (1-2)	6	The effective date of the grant
Scope and application	7	7	The effective date of the grant
Responsibilities of Council	8 (1-2)	8 (1-2)	Nine months after the effective date of the grant
Finance and Audit Committee - Interpretation	11	11	Nine months after the effective date of the grant
Committee Established	12(1)	12(1)	Nine months after the effective date of the grant
Senior Manager	18(1)	18(1)	Nine months after the effective date of the grant
Senior Financial Officer	19(1)	19(1)	Nine months after the effective date of the grant
Organizational Structure	21 (1)	20 (1)	Nine months after the effective date of the grant
Conduct of Councillors	22 (1)	21 (1)	Nine months after the effective date of the grant
Conduct of Officers, Employees, Contractors, etc.	23 (2,4)	22 (2,4)	Nine months after the effective date of the grant
Fiscal Year	24	23	The effective date of the grant
Multi-year Financial Plan	25	24	Nine months after the effective date of the grant
Content of Annual Budget	26	25	The effective date of the grant
Budget and Planning Process Schedule	27	26	The effective date of the grant
Amendments to Annual Budgets	29	28	The effective date of the grant
Local Revenues Budget Requirements	30	NA	The effective date of the grant
Policy for First Nation Information or Involvement	31(1)	29(1)	Nine months after the effective date of the grant
GAAP	68	66	The effective date of the grant
Separate Accounting	69	N/A	The effective date of the grant
Monthly Financial Information	70 (1-2)	67 (1-2)	The effective date of the grant
Quarterly Financial Statements	71 (1-3)	68 (1-3)	The effective date of the grant
Annual Financial Statements	72 (1-6)	69 (1-5)	The effective date of the grant
Local Revenues Annual Financial Statements	73	NA	The effective date of the grant
Appointment of Auditor	75 (1-4)	71 (1-4)	The effective date of the grant
Auditor's Authority	76 (1-6)	72 (1-6)	The effective date of the grant
Audit Requirements	77 (1-4)	73 (1-3)	The effective date of the grant
Review of Audited Annual Financial Statements	78 (1-2)	74 (1-2)	The effective date of the grant
Access to Annual Financial Statements	79 (1-2)	75 (1-2)	The effective date of the grant
Annual Report	80 (1-4)	76 (1-4)	Nine months after the effective date of the grant

Reports of Breaches and Financial Irregularities, etc.	97 (1-3)	93 (1-3)	Nine months after the effective date of the grant
Inquiry into Report	98 (1-3)	94 (1-3)	Nine months after the effective date of the grant
Protection of Parties	99 (1-4)	95 (1-4)	Nine months after the effective date of the grant
Liability for Improper Use of Money	100 (1-4)	96 (1-4)	Nine months after the effective date of the grant
Coming into Force	103 (1-3)	99 (1-3)	The effective date of the grant
SCHEDULE – Avoiding And Mitigating Conflicts Of Interest	All sections	All sections	Nine months after the effective date of the grant

2. ISC and CIRNA Programs that Provide Sources of Funding for the NFR Grant

(1) The following is a list of programs from which funding for the NFR Grant has been sourced, along with objective/outcome area statements for those programs derived from the Departmental Results Framework and other departmental sources:

Band Support Funding

Band support funding is provided to assist band councils to meet the costs of local government and administration of departmentally funded services. This support is intended to provide a stable funding base to facilitate effective community governance and the efficient delivery of services, which includes the formulation, implementation and enforcement of policies and regulations, selection of representatives, and efficient delivery of services to [/:CitizenOrMember]s in a way that enhances social and economic well-being.

Employee Benefits

Employee Benefits supports eligible First Nation employers in attracting and keeping the qualified staff needed to manage and deliver services taken over from the federal government and enables eligible employers to establish competitive employee benefit packages comparable to other employers.

Non-Health Capital Facilities and Maintenance

- ┆ Operations and Maintenance
- ┆ Minor Capital

Capital facilities and maintenance funding is provided to First Nations in order to plan, construct and/or acquire and operate and maintain community capital facilities and services (infrastructure, including schools, health and housing (residential)). Eligible streams of funding include: operations and maintenance funding provided for the maintenance and operation of existing assets; and minor capital funding for housing and for construction, acquisition, renovation, or significant repair projects with value below \$1.5 million.

Income Assistance

Income assistance provides funding as a last resort to assist eligible individuals and families who are ordinarily resident on reserve with basic needs (such as food, clothing, and rent and utilities allowance), special needs (such as essential household items, personal incidentals and doctor-recommended diets), and pre-employment and employment supports to move individuals toward self-sufficiency (such as life skills and job training) supporting improved quality of life through the reduction of poverty and hardship on reserve and improved participation in and attachment to the workforce.

Assisted Living

Assisted Living provides funding to assist eligible individuals with in-home care, adult foster care and institutional care. The purpose of the funding is to help provide non-medical social support services to seniors, adults with chronic illness, and children and adults with disabilities (mental and physical) so that they can maintain functional independence and achieve greater self-reliance.

Elementary/Secondary Education

The Elementary and Secondary Education Program objective is to provide predictable and flexible funding, based on the respective provincial funding model with adaptations, for funded First Nation students to receive a quality, linguistically and culturally relevant education that support their needs. It also aims to support models for First Nations to have control of First Nations education through regional education models with an ultimate goal to improve educational outcomes for First Nations students.

Post-Secondary Education

The Post-Secondary Education Program objective is to improve the employability of First Nations people by providing funding for students to access education and skills development opportunities at the post-secondary level. Streams of funding include: Post-Secondary Student Support providing non-repayable financial support to First Nations students attending certified colleges and universities in Canada and abroad; and University and College Entrance Preparation provides financial support to First Nations students who are enrolled in university and college entrance preparation programs offered in Canadian post-secondary institutions to enable them to attain the academic level required for entrance into degree and diploma credit programs.

Primary Health Care

- | Health Promotion and Disease Prevention
- | Public Health Protection
- | Primary Care

Primary Health Care includes funding for a suite of services provided primarily to First Nations individuals, families and communities living on-reserve. It encompasses health promotion and disease prevention to improve health outcomes and reduce health risks, public health protection, including surveillance, to prevent and/or mitigate human health risks associated with communicable diseases and exposure to environmental hazards, and primary care where individuals are provided diagnostic, curative, rehabilitative, supportive, palliative/end-of life care and referral services.

Health Infrastructure Support

- | Health System Capacity
- | Health System Transformation

Health Infrastructure Support provides a foundation to support the delivery of services in First Nations communities and for individuals. More specifically, Health System Capacity funding enhances First Nations capacity to design, manage, deliver and evaluate quality health programs and services through planning, management and infrastructure and Health System Transformation supports the integration, coordination and innovation of the health systems serving First Nations.

Lands and Economic Development Services

- | Community Economic Development
- | Lands and Environment

Lands and Economic Development Services funding provides support to First Nations to assist with enhancing the economic development, land and environmental capacity of communities and to support the establishment of the conditions for economic development to occur, increasing their participation in the economy. Eligible streams of funding include: allocations to First Nation communities for economic development services; and allocations to First Nations for land and environmental responsibilities.

Registration Administration

Registration Administration funding supports First Nations in facilitating the administration of the Indian Registration System and maintenance of Band Lists, and increasing the adoption of the Secure Certificate of Indian Status at the community level. Funding provides for local provision of Indian registration administration that results in eligible Indians gaining status and the attendant benefits as well as an updated Indian Register held by the federal government.

[COMMENT]Add the following clause only if the First Nation was, immediately prior to entering into this Agreement, funded under a contribution agreement that contained block funding for non-health programs [COMMENT]

3 Funding Formula Adjustment NFR Grant Funding (based on non-Health notional amounts)

(1) The NFR Grant Funding will be subject to annual formula based adjustments. For the purpose of calculating these adjustments, the NFR Grant Funding will be notionally divided as follows:

<u>NFR Grant Non-Health Notional Activity</u>	<u>Notional Non-Health Activity Amount (Base Year)</u>
Band Support Funding	\$1
Employee Benefits	\$1
Non-Health Capital Facilities and Maintenance	\$1
Income Assistance	\$1
Assisted Living	\$1

Elementary/Secondary Education	\$1
Post-Secondary Education	\$1
Registration Administration	\$1
Lands and Economic Development Services	\$1
Base Year Total	\${total}

(2) Adjustments to the NFR Grant Funding will be made in accordance with the following formula that is based on non-Health NFR Funding notional amounts other than the Elementary/Secondary Education notional amount: [Region to insert](#)

(3) Adjustments to the NRF Grant Funding will also be made in accordance with the following formula that is based on teh Elementary/Secondary Education notional amount:

[Regions to insert](#)

[COMMENT]insert formulae in (2) and (3) for both: f/INAC programs except education (2); and education (3). This will need to be drafted with assistance from Legal bearing in mind that there is no funding but NFR Grant Funding – i.e. it is not broken into activity areas like block – so reference to any segment of that funding can only be done on a “notional” basis agreed to by both parties as established in (1).[COMMENT]

Agreement No.: [/:ArrangementNumber]

SCHEDULE 8
MANAGEMENT ACTION PLAN (if applicable)

Note: Here will be attached [/:Name]'s Management Action Plan, if applicable

SCHEDULE 9
ADDITIONAL FEDERAL DEPARTMENTS TERMS AND CONDITIONS

[Regional Office will insert if applicable]