

COMMEMORATIVE PARTNERSHIP PROGRAM

CONTRIBUTION AGREEMENT

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Veterans Affairs (hereinafter referred to as the "Minister")

AND

The **VANCOUVER-WHISTLER GAMES CORPORATION** as represented by the Director

(hereinafter referred to as the "Recipient")

Hereinafter collectively referred to as "the Parties"

ARTICLES OF AGREEMENT

Whereas the Minister is responsible for the program entitled the Commemorative Partnership Program (hereinafter referred to as the "Program"), which provides funding to eligible organizations undertaking remembrance initiatives that recognize Canadian veterans;

Whereas the Recipient has applied to the Minister for funding to carry out the Project described in Annex A;

Whereas the Minister has determined that the Recipient is eligible to apply for funding under the Program and that the Project qualifies for support under the Program; and

Whereas the Minister has agreed to make a contribution to the Recipient towards the eligible expenditures of the Project;

Now, therefore, the Minister and the Recipient agree as follows:

1.0 AGREEMENT

1.1 The following documents, and any amendments thereto, constitute the entire Agreement between the Recipient and the Minister with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between the Parties relating to its subject matter:

- (a) These Articles of Agreement
- (b) Annex A – entitled "Project Description"
- (c) Annex B – entitled "Financial Provisions" and
- (d) Annex C – entitled "Additional Provisions"

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"Business Day" means Monday through Friday except statutory holidays;

"Eligible Expenditures" means the expenditures incurred by the Recipient during the Funding Period which are listed in the Project Budget in Annex B and that are in compliance with the conditions governing the eligibility of expenditures set out in Annex B;

"Fiscal Year" means the period beginning on April 1 in one calendar year and ending on March 31 in the next calendar year;

"Funding Period" means the period beginning on the Funding Period Start Date specified in Annex B and ending on the Funding Period End Date specified in Annex B;

“**Project**” means the project described in Annex A;

“**Project Period**” means the period beginning on the Project Start Date specified in Annex A and ending on the Project End Date specified in Annex A.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the date it is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Recipient shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 PURPOSE OF THE CONTRIBUTION AGREEMENT

4.1 The purpose of this Agreement is to set out the terms and conditions pursuant to which the Minister will make a contribution to the Recipient towards Eligible Expenditures solely for the purpose of implementing the Project.

5.0 THE MINISTER’S CONTRIBUTION

5.1 Subject to the terms and conditions of this Agreement, the Minister agrees to make a contribution to the Recipient in respect of the Eligible Expenditures. The amount of the Minister’s contribution shall not exceed the total maximum amount specified in Annex B.

5.2 Where the Project Period covers more than one Fiscal Year, the amount payable by the Minister on account of his contribution in each Fiscal Year of the Project Period shall not exceed the amount shown in Annex B for that Fiscal Year.

6.0 APPROPRIATION

6.1 Pursuant to section 40 of the *Financial Administration Act* (R.S.C. 1985, c. F-11), the payment of monies under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 If

- (a) the Program is cancelled,
- (b) the level of funding for the Program for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (c) Parliament reduces the overall level of funding for the programs of the Department of Veterans Affairs for any Fiscal Year in which payment is to be made under the Agreement,

the Minister may, upon not less than ninety (90) days’ notice to the Recipient, reduce the funding under this Agreement or terminate the Agreement.

7.2 Where, pursuant to section 7.1, the Minister gives notice of its intention to reduce its financial contribution and where, as a result of the reduction in its financial contribution, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient shall notify the Minister of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days’ written notice to the Minister, terminate the Agreement.

8.0 STATUS OF RECIPIENT AND PROJECT

8.1 During the term of this Agreement, the Recipient shall:

- (a) Take all necessary actions to maintain itself in good standing, to preserve its legal capacity, and to

inform the Minister without delay of any failure to do so;

(b) Provide, upon the written request of the Minister and without delay, any information as the Minister may require concerning this Agreement;

(c) Notify the Minister, without delay, of any fact or event that would or might compromise the Project's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including, but not limited to, pending or potential lawsuits and audits.

9.0 RECIPIENT DECLARATIONS

9.1 The Recipient

(a) declares that it has provided the Minister with a true and accurate list of all amounts owing to the Government of Canada under legislation or funding agreements which were past due and in arrears at the time of the Recipient's application for funding under the Program,

(b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which have become past due and in arrears following the date of its application for funding, and

(c) recognizes that the Minister may recover any amounts referred to in paragraph (a) or (b) that are owing by deducting or setting off such amounts from any sum of money that may be due or payable to the Recipient under this Agreement.

9.2 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act* [R.S.C.1985 c. 44 (4th Supp.)], as amended from time to time, at the time the lobbying occurred and that any such person to whom that Act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

10.0 PROJECT RECORDS

10.1 The Recipient shall

(a) keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project, including cash contributions received from the Minister and cash contributions from other sources, as well as records substantiating the receipt and value of any in-kind contributions to the costs of the Project referred to in the Project Budget in Annex B,

(b) keep records of all Project-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures, and

(c) keep records of all Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.

10.2 The Recipient, or its agent acting on its behalf, shall keep retain the books and records referred to in section 10.1 for a period of six (6) years following the Project Period.

11.0 AUDIT AND EVALUATION

11.1 During the Project Period and for a period of six (6) years thereafter, the Recipient, or its agent acting on its behalf shall, upon request, grant the Minister access to the books and records referred to in section 10.0 for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures. The Recipient or its agent acting on its behalf shall permit the Minister to take copies and extracts from such accounts and records. The Recipient or its agent shall also provide the Minister with such additional information as the Minister may require with reference to such books and records.

11.2 The Recipient, or its agent acting on its behalf, agrees to cooperate with the Minister in the conduct of any evaluation of the Project or the Program that the Minister may carry out during the Project Period or within a period of six (6) years thereafter. Without limiting the generality of the foregoing, if requested by the Minister to do so for the purpose of conducting an evaluation, the Recipient, or its agent acting on its behalf agrees to:

(a) participate in any survey, interview, case study or other data collection exercise initiated by the

Minister; and

(b) subject to section 11.3, provide the Minister with contact information of the key Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.

11.3 The Recipient shall provide the Minister with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 11.2(b) only if the person has given their written consent to the release of the information to the Minister. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to the Minister, the Recipient shall provide the Minister with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with the Minister.

12.0 FINANCIAL AND ACTIVITY MONITORING

12.1 During the Project Period, the Recipient shall grant the Minister reasonable access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records referred to in section 10.0 at all reasonable times for the purpose of conducting periodic financial and activity monitoring reviews of the Project. The Recipient shall also, upon request, provide the Minister with copies and extracts from such books and records.

13.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

13.1 The Recipient acknowledges that, pursuant to subsection 7.1 of the *Auditor General Act* [R.S.C., 1985, c. A-17], the Auditor General of Canada may, at the Auditor General's own cost, conduct an inquiry respecting the Recipient's compliance with the terms and conditions of this Agreement or an inquiry into the Recipient's procedures to measure and report on performance with respect to this Agreement. The Recipient shall cooperate with the Auditor General of Canada and his or her representatives, employees, or contractors relative to any such inquiry and grant them access to the Recipient's documents, records and premises for the purposes of any such inquiry. The Auditor General of Canada may discuss any concerns raised in such an inquiry with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General of Canada.

14.0 FINAL REPORT

14.1 Unless the Recipient is required under an Annex to this Agreement to provide another, more specific, final report outlining the results of the Project, the Recipient shall provide the Minister with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as the Minister may specify in writing to the Recipient. The Recipient shall provide the Minister with the final report within sixty (60) days following the Project Period.

15.0 TERMINATION OF AGREEMENT

Termination for Default

15.1 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- (b) the Recipient ceases to operate;
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its application for Minister's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to the Minister; or
- (e) in the opinion of the Minister, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in Annex A.

(2) If

- (a) an Event of Default specified in paragraph (1)(a) or (b) occurs; or
 - (b) an Event of Default specified in paragraphs (1)(c), (d) or (e) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period, the Minister may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, the Minister shall have no obligation to make any further contribution to the Recipient.
- (3) In the event the Minister gives the Recipient written notice of default pursuant to paragraph (2)(b), the Minister may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.
- (4) The fact that the Minister refrains from exercising a right or a remedy he is entitled to exercise under this Agreement shall not be considered to be a waiver of such right or remedy and, furthermore, partial or limited exercise of a right or remedy conferred upon the Minister shall not prevent the Minister in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

15.2 This Agreement may be terminated by either party giving ninety (90) days' notice in writing to the other party.

Obligations Relating to Termination under section 7.1 or 15.2 and Minimizing Cancellation Costs

15.3 In the event of a termination notice being given by the Minister under section 7.1 or 15.2,

- (a) the Recipient shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by the Minister, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Minister that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

15.4 The Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient shall

cooperate with the Minister and do everything reasonably within its power at all times to minimize and reduce the amount of the Minister's obligations under section 15.3 in the event of a termination of this Agreement.

16.0 INDEMNIFICATION

16.1 The Recipient shall, both during and following the Project Period, indemnify and save the Minister, his employees, representatives and agents harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

17.0 INSURANCE

17.1 The Recipient shall arrange purchase, provide and maintain at its sole expense, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

18.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

18.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of the Minister. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The Minister's responsibility is limited to providing financial assistance to the Recipient towards the Eligible Expenditures. The Parties declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of the Minister.

18.2 Nothing in this Agreement creates any undertaking, commitment or obligation by the Minister respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in Annex B. The Minister shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

18.3 The Recipient agrees that the Minister and his employees and agents shall not be held liable for any injury, including death, to any person, or for any loss or damage to property of any person or for any obligation of the Recipient or anyone else, including any obligations arising from loans, capital leases, or other long-term obligations in relation to the Agreement.

19.0 CONFLICT OF INTEREST

19.1 The Recipient declares that individuals who are subject to the provisions of the *Conflict of Interest Act* S.C. 2006, c. 9, s. 2, the *Conflict of Interest Code for Members of the House of Commons*, the *Conflict of Interest Code for Senators*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Veterans Affairs Canada Code of Conduct*, the *Values and Ethics Code for the Public Sector*, or any other values and ethics codes applicable within provincial or territorial governments or specific organizations, cannot derive any direct benefit resulting from this Agreement unless the provision or receipt of such benefit is in compliance with such legislation and codes.

20.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA’S CONTRIBUTION

20.1 The Recipient shall allow the Minister sixty (60) days from the date of signature of the Agreement to announce the Project. During this 60-day period, the Recipient shall not make any public announcements of funding, deferring all questions to the Minister. After the expiry of the 60-day period, the Recipient may begin its own communication activities for the Project.

20.2 The Recipient shall notify the Minister twenty (20) Business Days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. The Minister reserves the right to approve the time, place and agenda of the ceremony.

20.3 The Recipient shall notify the Minister fifteen (15) Business Days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project.

20.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to the Minister, are given to the Minister’s financial assistance to the Project.

20.5 The Recipient agrees to display such signs, plaques or symbols as the Minister may provide in such locations on its premises as the Minister may designate.

20.6 The Recipient shall cooperate with representatives of the Minister during any official news release or ceremonies relating to the announcement of the Project.

21.0 ACCESS TO INFORMATION

21.1 Subject to the *Access to Information Act* (R.S.C.), 1985, c. A-1) and the *Privacy Act* (R.S.C., 1985, c. P-21), all information pertaining to the contribution provided under this Agreement is public information and may be disclosed to third parties upon request under the relevant Act.

22.0 PROACTIVE DISCLOSURE

22.1 The Recipient acknowledges that the name of the Recipient, the amount of the contribution and the general nature of the Project may be made publicly available by the Minister in accordance with the Government of Canada’s commitment to proactively disclose the awarding of grants and contributions.

23.0 NOTICES

23.1 Any notices to be given, all reports and documents required to be provided under this Agreement and all correspondence to be sent between the parties shall be given, provided or sent by personal delivery, courier service, mail, fax or email as shown below:

| | | |
|---|---|--|
| <p>To the Minister</p> <p>Amanda Brazeau Director, Commemoration Operations Commemoration Division Veterans Affairs Canada P.O. Box 7700 Charlottetown, Prince Edward Island C1A 8M9</p> <p>Telephone: 613-355-8901</p> <p>Email: amanda.brazeau@veterans.gc.ca</p> | <p>To the Recipient</p> <p>Nick Booth Chief Executive Officer True Patriot Love Foundation 150 York Street, Suite 1700 Toronto, ON M5H 3S5</p> <p>Telephone: [REDACTED]</p> <p>Email: [REDACTED]</p> | <p>To the Recipient</p> <p>Peter Lawless Vancouver-Whistler Games Corporation 666 Burrard St #2500, Vancouver, BC V6C 2X8</p> <p>Telephone: [REDACTED]</p> <p>Email: [REDACTED]</p> |
|---|---|--|

- 23.2 Notices, reports, documents and correspondence that are given, provided or sent by:
- (a) personal delivery or by courier service shall be deemed to have been received upon confirmation of delivery;
 - (b) mail shall be deemed to have been received eight (8) Business Days after the date of mailing;
 - (c) fax or email shall be deemed to have been received one Business Day after they are sent.

23.3 If there is any change to the postal address, fax number or email address or contact person of a party, the party concerned shall notify the other party in writing of the change without delay. Such change shall take effect fifteen (15) Business Days after notice is received.

24.0 DISPUTE RESOLUTION

24.1 In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute through negotiation. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

25.0 ASSIGNMENT OF THE AGREEMENT

25.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of the Minister.

26.0 SUCCESSORS AND ASSIGNS

26.1 This Agreement is binding upon the Parties and their respective successors and assigns.

27.0 COMPLIANCE WITH LAWS

27.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient shall obtain, prior to the commencement of the Project Period, all evaluations, assessments, permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

28.0 APPLICABLE LAW

28.1 This Agreement shall be governed by and interpreted in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be performed in more than one province or territory or outside of Canada, of the province or territory where the Recipient has its main place of business. The Parties agree that the superior court of that province or that territory and the appeal courts shall be competent to hear any case relating to a dispute under this Agreement.

29.0 AMENDMENT

29.1 This Agreement may be amended by mutual consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties.

30.0 UNINCORPORATED ASSOCIATION

30.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under this Agreement, including the obligation to pay any debt that may become owing to the Minister under this Agreement.

31.0 COUNTERPARTS

31.1 This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same Agreement.

32.0 ENGLISH LANGUAGE

32.1 The Parties agree that this Agreement shall be drafted in English only. Les parties au présent accord acceptant qu'il soit rédigé en anglais seulement.

SIGNATURES

This Contribution Agreement is executed on behalf of the Recipient and on behalf of the Minister by their duly authorized officers.

IN WITNESS WHEREOF, having read the Agreement, the parties have signed:

For the **Vancouver-Whistler Games Corporation** as represented by the Director

Signed at Toronto this 6 day of October, 2022.

Per: 
Shaun Francis, Director Vancouver-Whistler Games Corporation


Witness

For HIS MAJESTY THE KING IN RIGHT OF CANADA as represented by the Minister of Veterans Affairs

Signed at _____ this _____ day of _____, 2022.

Per: **Meunier, Amy** Digitally signed by Meunier, Amy
DN: c=CA, o=GC, ou=VAC-ACC,
cn=Meunier, Amy
Date: 2022.10.11 14:55:04 -03'00'
Amy Meunier, Assistant Deputy Minister
Commemoration and Public Affairs
Veterans Affairs Canada

Witness

ANNEX A

PROJECT DESCRIPTION

Vancouver-Whistler Games Corporation

Project Title: Winter Hybrid Invictus Games

Project Period: 1 April 2022 to 30 September 2025

Project Description:

The Vancouver-Whistler Games Corporation will organize the Winter Hybrid Invictus Games taking place in Vancouver and Whistler, British Columbia from 6 to 17 February 2025.

The Invictus Games are an international sporting competition for ill and injured servicemen and women that use the power of sport to generate understanding and respect for those who serve their country, while also inspiring recovery and supporting rehabilitation. The Games are held under the auspices of the Invictus Games Foundation whose patron is The Duke of Sussex. Since its inception in 2014, over 1,500 competitors from 20 nations have taken part, supported by 2,500 members of their families and friends.

The vision for the 2025 Games is to “take the Invictus Games to new heights through the unrivaled power of sport, innovation, and the strength of community.” This vision provides a direct correlation to the Invictus Games Foundation pillars of Inspire, Improve, and Influence.

The 2025 Invictus Games in Vancouver and Whistler will highlight the power of adaptive sports in a mountain winter environment, and deliver a lasting impact on the well-being of competitors, family and friends and the wider Invictus community. The province of British Columbia has experience in staging major events and its world-class facilities, strong passion for sport, commitment to innovation and accessibility, and robust approach to sustainability, all make Vancouver/Whistler the ideal place to host the next evolution of the Invictus Games.

The 2025 Invictus Games are committed to diversity, inclusion and social impact. Alongside the most popular traditional Invictus sports, the aim is to demonstrate the additional benefits of adaptive winter sports, developing capacity for year-round programming and participation across the Invictus community. The hosting of the 2025 Invictus Games also presents a unique opportunity to recognize the First Nations, Inuit and Métis Peoples, and their long and proud tradition of military service dating back over 200 years. More broadly, the Games will provide a platform to recognize the rights, dignity, and independence of people with disabilities, breaking down barriers to participation and increasing opportunities.

Following extensive consultation with experts in adaptive summer and winter sports, nine sports have been chosen for inclusion in the 2025 program (four new winter events and five summer/traditional Invictus events) to maximize competitor participation and enhance the spectator experience.

**ANNEX B
FINANCIAL PROVISIONS**

Vancouver-Whistler Games Corporation

Project Title: Winter Hybrid Invictus Games

Funding Period: 1 April 2022 to 31 March 2025

1.0 MAXIMUM CONTRIBUTION

1.1 Subject to the terms and conditions of this Agreement, the Minister agrees to make a contribution to the Recipient with a value of not more than one hundred percent (100%) of the Eligible Expenditures of the Project up to a maximum of fifteen million (\$15,000,000).

1.2 The maximum amount payable by the Minister in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by the Minister:

| Fiscal Year | | |
|--------------------|--------------------|--------------------|
| 2022-2023 | 2023-2024 | 2024-2025 |
| \$2,000,000 | \$3,500,000 | \$9,500,000 |

1.3 If the Minister's total contribution towards the Project exceeds one hundred percent (100%) of the Project's total Eligible Expenditures, the Minister may recover the excess from the Recipient or reduce his contribution by an amount equal to the excess.

2.0 REPAYMENT REQUIREMENTS

2.1 Subject to section 2.2, in the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this Agreement, the amount of the excess is a debt owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include:

- (a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
- (b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

2.2 Interest shall be charged on overdue repayments owing under section 2.1 in accordance with the *Interest and Administrative Charges Regulations*, SOR/96-188 (the "Regulations") made pursuant to the *Financial Administration Act*, R.S.C., 1985, c. F-11. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

2.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 2.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Recipient to Canada in accordance with the *Regulations*.

3.0 OTHER SOURCES OF FUNDING

3.1 The Recipient declares that it has disclosed to the Minister, as part of its application for funding under the Program, all proposed sources of funding, including cash and/or in-kind amounts, towards any Project expenditures. These proposed sources of funding and the expenditures to which they relate are set out in the Project Budget set out below in section 4.

3.2 The Recipient agrees to notify the Minister in writing without delay of any change to the declaration made under section 3.1.

3.3 Upon completion of the Project, the Recipient agrees to provide Canada with a statement identifying the total funding provided from all sources for the Project, including total funding received for the Project from federal, provincial/territorial and municipal governments.

3.4 The Recipient agrees that where there is a change to the declaration made in section 3.1, including a change revealed through the statement required under section 3.3, or where total funding from all other sources exceeds 100% of the total Project expenditures, the Minister may, in his discretion, reduce the amount of the maximum contribution to the Project by such amount, not exceeding the amount of the change in funding received, that the Minister considers appropriate.

3.5 If the Minister's contribution already paid to the Recipient exceeds the reduced maximum contribution, as determined under section 3.4, the amount of the excess shall be deemed to be an amount to which the Recipient is not entitled and shall be repaid to Canada in accordance with section 2.0 of this Annex (Repayment Requirements).

4.0 PROJECT BUDGET AND ELIGIBLE EXPENDITURES

4.1 The following is the Project Budget:

| Expenditure | Costs | Other funding sources |
|--------------------------|--------------|------------------------------|
| Accommodation | | |
| Accreditation | | |
| Catering | | |
| Ceremonies | | |
| Family & Friends Program | | |
| Logistics | | |
| Medical Services | | |
| Security | | |
| Sport Operations | | |
| Sport Presentation | | |
| Transportation | | |
| Venue Management | | |
| Brand & Advertising | | |
| Broadcast | | |
| Communications | | |
| Sponsorships | | |
| Special Projects | | |
| Corporate Administration | | |
| External Relations | | |
| Nation Relations | | |
| Protocol | | |
| Technology | | |
| Workforce | | |
| IGF Fees | | |
| Legacy Fund | | |
| | | |
| Revenue | | |
| Provincial Government | | \$15,000,000 |
| Sponsorships | | |
| Donations/Events | | |
| Merchandise | | |
| Ticketing | | |
| Veterans Affairs Canada | | \$15,000,000 |
| TOTAL | | |

4.2 ELIGIBLE EXPENDITURES

Eligible expenses to be reimbursed by Veterans Affairs Canada will be those incurred during the Funding Period and include costs directly related to:

- **Ceremonies** (Project Management, production, talent and expenses, Handover Germany 2022)
- **Family and Friends Program** (Friends and Family Symposium and Summit, Invictus Pavilion, Friends and Family activities)
- **Ground Transportation** (Arrivals and departures, to and from training venues, to and from competition venues, ceremonies)
- **Venue Management** (Venues, venue clean costs)
- **Communications** (Production services, printing services, media services, editing and translation, launch and PR events)
- **Special Projects** (Activation events, Dusseldorf events 2022, Community outreach events, arts and cultural services)
- **Corporate Administration** (Administrative services, finance, rent, professional services)
- **Technology** (Radio, office IT support, GMS, Games-time laptop/scanners, Games-time phones/plans, office assets)
- **Workforce** (Volunteers, staffing)
- Other expenses deemed eligible and approved by the Minister

5.0 CONDITIONS GOVERNING THE ELIGIBILITY OF EXPENDITURES

5.1 The expenditures set out in the Project Budget above are subject to the following conditions:

- (a) expenditures must, subject to section 5.2, be incurred during the Funding Period;
- (b) expenditures must, in the opinion of the Minister, be reasonable;
- (c) the portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a tax credit or reimbursement is not eligible for reimbursement;
- (d) depreciation of capital assets is not eligible for reimbursement;
- (e) fines and penalties are not eligible for reimbursement;
- (f) cost of alcoholic beverages is not eligible for reimbursement;
- (g) costs of and related to international air travel are not eligible for reimbursement;
- (h) expenditures related to the purchase of land or a building are not eligible for reimbursement;
- (i) design or assessment fees for projects other than permanent exhibits and community war memorials are not eligible for reimbursement;
- (j) construction expenditures for projects other than permanent exhibits and community war memorials are not eligible for reimbursement;

5.2 If, under the terms of this Agreement, the Recipient is required to provide to the Minister an audited annual financial report at the end of the Funding Period, and if the cost of the audit is otherwise an Eligible Expenditure, the audit cost is an Eligible Expenditure notwithstanding that it is incurred outside the Project Period.

6.0 TERMS OF PAYMENT

6.1 (1) Subject to paragraph 6.1(2) the Minister will make payments of the contribution by way of *Advance payments* subject to section 6.2, each advance payment shall cover a six-month period (hereinafter referred to as the "Payment Period") during the Project Period;

(2) Subject to subsection 6.1(3), the Minister may, at any time and in its sole discretion,

- (a) change the basis of payments of its contribution to the Recipient to milestone payments /periodic

payments for any period during the Project Period,

- (b) change the Payment Period to a monthly or quarterly period, or
- (c) change both (a) and (b).

(3) Where the Minister decides to make a payment change pursuant to subsection (1), the Minister shall notify the Recipient in writing of the change and of the period during which the change will be applicable.

(4) For the purposes of this Annex,

“**six-month period**,” in relation to a series of consecutive six-month periods encompassing the Project Period and beginning on the first day of the calendar month determined by the Minister for purposes of administering this agreement, means such a period that falls within the Project Period or, if the period falls only partially within the Project Period, such portion thereof.

Advances

6.2 (1) Where the Minister makes payments of its contribution to the Recipient by way of advances,

(6) each advance shall cover the Recipient’s estimated financial requirements for each Payment Period and are limited to the immediate cash requirements of the Recipient. Such estimate shall be based upon an approved cash flow statement and forecast of Project Expenditures that, in the opinion of the Minister, is reliable and up-to-date;
and

(6) if the amount of an advance payment for a Payment Period exceeds the actual amount of Eligible Expenditures incurred by the Recipient during the Payment Period, the Minister reserves the right to deduct the excess amount from any subsequent advance payment to be made under this Agreement.

(2) The Minister may withhold any advance payment due to the Recipient under this Agreement

(a) if the Recipient has failed to submit when due

(i) a financial claim referred to in section 6.5; or

(ii) any other document required by the Minister under this Agreement; or

(6) pending the completion of an audit of the Recipient’s books and records, should the Minister decide to undertake such an audit.

(3) If the Minister has made payment of its contribution by way of advances, and if the amount of interest earned on the advance payments is in excess of one hundred dollars (\$100), such interest is deemed to be part payment of the Minister’s contribution and will be taken into account in the calculation of the final payment by the Minister, or repayment by the Recipient, as may be appropriate in the circumstances.

6.3 The Contribution payments will be paid as follows:

| | Payment | Maximum Amount | Requirements of Recipient to Receive Payment |
|--------|------------------------------|-----------------------|--|
| 6.4(1) | October 2022 Advance Payment | \$2,000,000 | Provision of the original signed Partnership Contribution Agreement. Provision of a financial statement, per cost category, of Eligible Expenditures incurred and paid by the Recipient between 1 April 2022 and 30 September 2022. Provision of a signed Cash Flow Forecast for the period 1 April 2022 to 30 September 2022 justifying the need for the April advance payment. |

| | | | |
|---------|------------------------------|--------------------------------------|---|
| 6.4(3) | April 2023 Advance Payment | \$1,750,000 | <p>Provision of signed Cash Flow Forecast for the period 1 April 2023 to 30 September 2023 justifying the need for the April advance payment.</p> <p>Provision of a financial statement, per cost category, of Eligible Expenditures incurred and paid by the Recipient between 1 October 2022 and 31 March 2023.</p> |
| 6.4(4) | October 2023 Advance Payment | \$1,750,000 | <p>Provision of signed Cash Flow Forecast for the period 1 October 2023 to 31 March 2024 justifying the need for the October advance payment.</p> <p>Provision of a financial statement, per cost category, of Eligible Expenditures incurred and paid by the Recipient between 1 April 2023 and 30 September 2023.</p> |
| 6.4(5) | April 2024 Advance Payment | \$4,750,000 | <p>Provision of signed Cash Flow Forecast for the period 1 April 2024 to 30 September 2024 justifying the need for the April advance payment.</p> <p>Provision of a financial statement, per cost category, of Eligible Expenditures incurred and paid by the Recipient between 1 October 2023 and 31 March 2024.</p> |
| 6.4(6) | October 2024 Advance Payment | \$3,250,000 | <p>Provision of signed Cash Flow Forecast for the period 1 October 2024 to 31 March 2025 justifying the need for the October advance payment.</p> <p>Provision of a financial statement, per cost category, of Eligible Expenditures incurred and paid by the Recipient between 1 April 2024 and 30 September 2024.</p> |
| 6.4 (7) | March 31, 2025 Final Payment | \$1,500,000 (10% holdback – see 6.6) | <p>Provision of a financial statement, per cost category, incurred and paid by the Recipient for the full duration of the project. Including Eligible Expenditures incurred and paid.</p> <p>Provision of a final report detailing the deliverables have been met.</p> |

Financial Claims

6.5 (1) Following the end of the Funding Period, and, in the case of periodic and milestone payments, following each Milestone or Payment Period of the Agreement, the Recipient shall provide the Minister with the financial claim(s) required according to the terms of this Agreement. The financial claim shall contain:

- (a) a summary breakdown, per cost category in the Project Budget, of Eligible Expenditures incurred during the Milestone or Funding Period, as applicable;
- (b) an updated Forecast of Project Expenditures, if requested by the Minister;
- (c) an activity report describing the work completed on the Project during the Milestone or Payment Period, as applicable; and

(d) any supporting documentation relative to the financial claim that may be requested by the Minister, including but not limited to financial statements, receipts and invoices and proof of payment of same satisfactory to the Minister.

(2) The Recipient shall submit the financial claim required under subsection (1) no later than thirty days following the Funding Period.

6.6 The Minister will retain a holdback of an amount up to 10% of its maximum contribution at the end of the Funding Period pending

(a) receipt and verification by the Minister of a final financial claim referred to in section 6.5 for the Funding where advances have been made,

(b) receipt and acceptance by the Minister of the financial claim referred to in section 6.5 and the final report for the Project that the Recipient is required to submit under the terms of this Agreement, and

(c) receipt of any other Project-related record that may be required by the Minister.

6.7 Any unused funds at the completion of the project will be placed in the 2025 Invictus Games Legacy Fund ("Legacy Fund") to contribute towards maintaining the Invictus Games legacy and supporting Canadian programs. The Legacy Fund will be considered as an eligible Project expense for reporting purposes and will be transferred by the Recipient at the end of the Project to the True Patriot Love Foundation, a Canadian military support organization. The Legacy Fund will be used by the True Patriot Love Foundation to support adaptive sports programming for ill and injured Veterans in Canada, beyond the Games.

**ANNEX C
ADDITIONAL PROVISIONS**

OFFICIAL LANGUAGES

The Recipient shall:

- a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages;
- b) actively offer Project-related services in both official languages;
- c) encourage members of both official language communities to participate in the Project; and
- d) provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

LANGUES OFFICIELLES

Le bénéficiaire doit :

- a) faire toute documentation ou annonce concernant le projet (destinée au public et aux participants potentiels au projet, le cas échéant) dans les deux langues officielles;
- b) offrir activement les services relatifs au projet dans les deux langues officielles;
- c) encourager les membres des deux communautés de langue officielle à participer au projet; et
- d) fournir ses services, le cas échéant, de manière à répondre aux besoins des deux communautés de langue officielle.

OTHER

Consideration will also be given to the translation to appropriate indigenous languages given the focus on reconciliation as part of the Games.

To ensure ongoing collaboration, coordination and alignment the recipient shall include a VAC senior executive as part of the board of directors for the entity as a non-voting member.

ACKNOWLEDGMENT OF FINANCIAL ASSISTANCE

Beyond the provisions in Section 20.0 – Informing Canadians of the Government of Canada Contributions – the recipient shall ensure collaboration, coordination and alignment with the VAC Team responsible for supporting the Project.

Recipient must develop an acknowledgement and visibility plan. This plan must demonstrate how the Recipient intends to use communications and marketing, including its social media presence, following Canadian Remembers on social media by subscribing to the Instagram account @canadaremembers and Facebook page <https://www.facebook.com/CanadaRemembers> and share the content of interest with its own subscribers, if applicable. This plan must forecast major milestones for communications activities (e.g. tender notices, ground-breaking, official openings, etc.).

The Recipient must provide VAC with an opportunity to participate in milestone events related to the funded project and provide VAC with a speaking role and must inform VAC of the proposed activities planned for these events at least 28 days in advance. Also provide a Minister's message in any program guide, user guide, activity guide or insert for distribution to the public for the project event or activity. These publications can be in printed, electronic or any other format. For a Minister's message, Recipient must contact the Department at least 20 business days in advance of the printing date.

Recipient must provide VAC with the first right of refusal, at its own cost from the Recipient, any space that the Recipient purchases, rents, contracts or otherwise holds control over during or prior to the event to use as a pavilion or kiosk space during a funded event if such space is offered to any other sponsor, supporter or funding party. Any such space offered to VAC must be at least of equivalent size, value, quality and price to that offered to any other sponsor, supporter or funding party.

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Recipient must enter into a non-commercial, non-exclusive agreement with the Department for the use of the Recipient's logos, signs or symbols and other intellectual property owned by the Recipient or by a third party and licensed to the Recipient with the right to grant further licenses or sub-licenses (the Recipient's intellectual property). The Recipient's license or intellectual property includes the right of the Government of Canada to use the Recipient's intellectual property in conjunction with a specific designation of the Government of Canada as a funder of the project. The terms and conditions of the license will be drafted by the Department.

The recipient agrees to allow the Minister the use of the Recipient's logos, signs or symbols and other intellectual property owned by the Recipient or by a third party and licensed to the Recipient with the right to grant further licenses or sub-licenses (the Recipient's intellectual property). The Recipient's license or intellectual property includes the right of the Minister to use the Recipient's intellectual property in conjunction with a specific designation of the Minister as a funder of the project.