

The Corporation of the Township of Whitewater Region

By-law Number 18-01-1034

A by-law to authorize the entering into an agreement with Her Majesty The Queen, in right of Canada, represented by the Ministry responsible for the Federal Economic Development Agency for Southern Ontario

Whereas, Section 5 of the *Municipal Act, 2001 S.O. 2001, c.25* as amended states that the powers of a municipality shall be exercised by its Council and generally through by-law; and

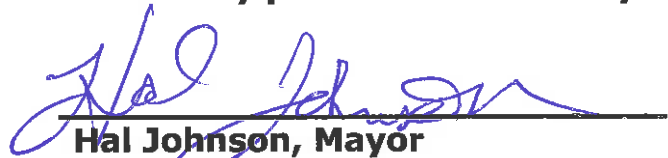
Whereas, Section 9 of the *Municipal Act, 2001 S.O. 2001, c.25* as amended states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority;

Whereas, Council deems it expedient and necessary to enter into a contribution agreement for the Canada 150 Infrastructure Program (Little Lakes Park);


Now therefore Council of the Corporation of the Township of Whitewater Region enacts as follows:

1. That the contribution agreement with Her Majesty The Queen, in right of Canada, represented by the Ministry responsible for Federal Economic Development Agency for Southern Ontario Agreement is hereby authorized.
2. That the Mayor or Reeve and CAO/Clerk are authorized and directed to execute all documents on behalf of the Corporation of the Township of Whitewater Region and to affix thereto the seal.
3. That the Contribution Agreement attached hereto as Schedule "A" forms part of this by-law.
4. That this by-law shall come into force and take effect upon being passed by Council.

Read a first, second and third time and finally passed this 24th day of January, 2018.



Hal Johnson, Mayor



Robert H.A. Tremblay, Clerk

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM CONTRIBUTION AGREEMENT

This Contribution Agreement is made as of _____

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF CANADA ("Her Majesty") hereby represented by the Minister responsible for Federal Economic Development Agency for Southern Ontario

AND: The Corporation of the Township of Whitewater Region ("Recipient") a municipal government established under the laws of Ontario.

WHEREAS the Federal Economic Development Agency for Southern Ontario ("Agency") was created to help make Canadians more productive and competitive in the knowledge-based economy, by supporting economic development, economic diversification, job creation, and sustainable, self-reliant communities in southern Ontario;

WHEREAS in its 2016 Budget, the Government of Canada allocated an additional \$150 million to the Canada 150 Community Infrastructure Program ("CIP 150") to renovate, expand and improve existing community infrastructure assets; and

WHEREAS the Minister has agreed to make a non-repayable contribution to the Recipient up to the maximum amount of thirty-five thousand dollars (\$35,000) in support of the Recipient's Eligible Costs (as defined herein) of the Project (as defined herein),

NOW THEREFORE, in accordance with the mutual covenants and agreements herein, Her Majesty as represented by the Minister and the Recipient agree as follows:

1. Purpose of the Agreement

The purpose of this Agreement is to set out the terms and conditions under which the Minister will provide CIP 150 (as defined herein) funding in support of the Project (as defined herein).

2. Interpretation

2.1 **Definitions.** In this Agreement, a capitalized term has the meaning given to it in this section, unless the context indicates otherwise:

Project Costs means the total costs of the Project as set out in Annex 1 – Statement of Work.

Southern Ontario includes the following 2011 Statistics Canada Census Regions: 1 Stormont, Dundas and Glengarry; 2 Prescott and Russell; 6 Ottawa; 7 Leeds and Grenville; 9 Lanark; 10 Frontenac; 11 Lennox and Addington; 12 Hastings; 13 Prince Edward; 14 Northumberland; 15 Peterborough; 16 Kawartha Lakes; 18 Durham; 19 York; 20 Toronto; 21 Peel; 22 Dufferin; 23 Wellington; 24 Halton; 25 Hamilton; 26 Niagara; 28 Haldimand-Norfolk; 29 Brant; 30 Waterloo; 31 Perth; 32 Oxford; 34 Elgin; 36 Chatham-Kent; 37 Essex; 38 Lambton; 39 Middlesex; 40 Huron; 41 Bruce; 42 Grey; 43 Simcoe; 46 Haliburton; and 47 Renfrew.

“Substantially Completed” has the same meaning and shall be determined in accordance with how the term “substantially performed” is determined in subsection 2(1) of the *Construction Lien Act*, R.S.O. 1990, c. C.30, as amended, and **“Substantial Completion”** shall have a corresponding meaning.

- 2.2 **Singular/Plural.** Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural.
- 2.3 **Entire Agreement.** This Agreement comprises the entire agreement between the Parties. No prior document, negotiation, provision, undertaking or agreement in relation to the subject matter of this Agreement has legal effect. No representation or warranty, whether express, implied or otherwise, has been made by the Minister to the Recipient, except as expressly set out in this Agreement.
- 2.4 **Inconsistency.** In case of inconsistency or conflict between a provision contained in the part of the Agreement preceding the signatures and a provision contained in any of the Annexes to this Agreement, the provision contained in the part of the Agreement preceding the signatures will prevail.
- 2.5 **Annexes.** This Agreement contains the following Annexes as described below, which form an integral part of this Agreement:

Annex 1 - Statement of Work
Annex 2 - Costing Guideline Memorandum
Annex 3 - Reporting Requirements
Annex 4 - Federal Visibility Requirements

3. Duration of Agreement

- 3.1 **Duration of Agreement.** This Agreement comes into force on the Date of Acceptance and, subject to Subsection 3.2, will terminate:
- (a) twelve (12) months after the earlier of:
- i) the Project is Substantially Completed; or
 - ii) the Program Completion Date.

4.6 **Holdbacks.** Notwithstanding any other provisions of this Agreement, the Minister will, at the Minister's sole discretion, withhold up to ten percent (10%) of the Contribution amount until:

- (a) the Project is Substantially Completed;
- (b) the Recipient has satisfied all the conditions of this Agreement;
- (c) the Final Report described in Subsection 6.4(a)(ii) has been submitted to the satisfaction of the Minister;
- (d) audits and site visits, where required by the Minister, have been completed to the satisfaction of the Minister; and
- (e) the Minister has approved the final claim described in Subsection 6.4.

5. **Other Government Financial Support**

- 5.1 The Recipient hereby confirms that for purposes of this Project no other federal, provincial, local Government assistance has been requested, received or will be received, except as disclosed in Annex 1 – Statement of Work.
- 5.2 The Recipient shall promptly inform the Minister in writing in the event additional other government financial support has been requested or received for the Project, during the term of this Agreement and acknowledges and agrees that an adjustment to the amount of the Contribution and a request for repayment of part or all of the amounts paid to the Recipient may be made as a result thereof. The amount of repayment requested will constitute a debt due to Her Majesty and will be recovered as such from the Recipient.
- 5.3 In no instance will the total government funding towards the Eligible Costs of the Project be allowed to exceed one hundred percent (100%) of the total Eligible Costs.

6. **Claims and Payments**

- 6.1 The Recipient shall maintain accounting records that account for the Contribution paid to the Recipient and the related Project Costs in respect of this Agreement, separate and distinct from any other funding.
- 6.2 **Claims Procedures.** The Recipient shall submit claims for reimbursement of Eligible Costs incurred and paid, not less frequently than semi-annually or more frequently than monthly, in a form satisfactory to the Minister. Each claim will include the following information:

6.4 Final Claim Procedures.

- (a) The Recipient shall submit a final claim pertaining to the final reimbursement of any Eligible Costs previously claimed or not, signed by a director or officer of the Recipient and accompanied by the following, in addition to the requirements set out in Subsection 6.2, in a form satisfactory to the Minister in scope and detail:
 - (i) a confirmation that it is the final claim for payment and as such, it includes all final Eligible Costs submitted for payment; and
 - (ii) a Final Report substantially in the form prescribed by the Minister.
- (b) The Recipient shall submit the final claim for reimbursement of Eligible Costs to the satisfaction of the Minister the earlier of:
 - (i) the date which falls no later than three (3) months after Project is Substantially Completed; and
 - (ii) the Final Report Date.

The Minister shall have no obligation to pay any claims submitted after this date.

6.5 Payment Procedures.

- (a) The Minister shall review and approve the documentation submitted by the Recipient following the receipt of the Recipient's claim and in the event of any deficiency in the documentation, the Minister will notify the Recipient and the Recipient shall immediately take action to address and rectify the deficiency.
- (b) Subject to the maximum Contribution amounts set forth in Subsection 4.1 and all other conditions contained in this Agreement, the Minister shall pay to the Recipient the Eligible Costs set forth in the Recipient's claim, in accordance with the Minister's customary practices.
- (c) The Minister may request at any time that the Recipient provides satisfactory evidence to demonstrate that all Eligible Costs claimed have been paid.
- (d) The Minister may require, at his expense, any claim submitted for payment of the Contribution be certified by the Recipient's external auditor or by an auditor approved by the Minister.

6.6 Overpayment or non-entitlement. Where, for any reason, the Recipient is not entitled to all or part of the Contribution or the amount paid to the Recipient exceeds the amount to which the Recipient is entitled, the Contribution or the amount in excess, as the case may be, shall constitute a debt due to Her Majesty and shall be

Agreement, and confirming amounts repayable to Her Majesty under the provisions of this Agreement.

- 7.5 Any audits performed hereunder will be carried out by auditors selected by the Minister, which may include any of the following: Agency officials, an independent auditing firm, and/or the Recipient's external auditors. The Minister will provide the Recipient with a description of the scope and criteria of the audit and the expected time frames for completion of the audit and public release of the related reports.
- 7.6 The Recipient agrees that the Minister, at his expense, may engage outside firms or individuals, unrelated to the Government of Canada, with the required expertise to evaluate and monitor the Project and its implementation or review any documents submitted by the Recipient. The Recipient agrees to provide access to any site, meeting or to any document in relation to the Project to such firms or individuals.
- 7.7 **Auditor General of Canada.** The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide, upon request and in a timely manner, to the Auditor General or anyone acting on behalf of the Auditor General:
- (a) all records held by the Recipient or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution; and
 - (b) such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement and/or the Contribution.

8. Representations and Covenants

- 8.1 The Recipient represents and warrants that
- (a) it is a municipal government and is in good standing under the laws of Ontario, and has the power and authority to carry on its business, to hold its property and to enter into this Agreement and it has the power and authority, and has met all legal requirements, necessary to carry on business, hold property, and to enter into, deliver and perform this Agreement. The Recipient warrants that it shall remain as such for the duration of this Agreement;
 - (b) the execution, delivery and performance of this Agreement have been duly and validly authorized by the necessary corporate actions of the Recipient and when executed and delivered by the Recipient, this Agreement constitutes a

- (i) all information provided during the CIP 150 application process remains true, correct and complete in every respect except as set out to the contrary herein; and
- (j) the description of the Project in Annex 1 – Statement of Work is complete and accurate.

8.2 The Recipient covenants and agrees that:

- (a) it shall obtain the prior written consent of the Minister before making any change to any aspect of the Project or to the management of the Project or Recipient.
- (b) it shall acquire and manage all equipment, services and supplies required for the Project in a manner that ensures the best value for funds expended and it shall comply with its procurement policies, rules and regulations.
- (c) it shall maintain the usage as described in Annex 1 – Statement of Work, of any assets to which the Minister has contributed to for a minimum of six (6) years after the expiry or the termination of this Agreement.
- (d) the Project is located in southern Ontario.
- (e) it shall contribute no less than fifty percent (50%) to the Eligible Costs of the Project.
- (f) it shall use the Contribution solely and exclusively to support the Eligible Costs of the Project, as detailed in Annex 1 - Statement of Work and in Annex 2 - Costing Guideline Memorandum and shall carry out the Project in a diligent and professional manner, using qualified personnel and the Project shall be Substantially Completed on or before the Program Completion Date.
- (g) it shall comply with the Federal Visibility Requirements as set out in Annex 4 – Federal Visibility Requirements.

9. **Official Languages**

The Recipient agrees:

- (a) that any public acknowledgement of the Agency's support for the Project will be expressed in both official languages;
- (b) that basic project information will be developed and made available in both official languages;

obligation that Her Majesty may have to consult with or to accommodate any Aboriginal groups, which may be affected by the terms of this Agreement.

11. Indemnification and Limitation of Liability

- 11.1 The Recipient shall at all times indemnify and save harmless Her Majesty, her officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:
- (a) the Project, its operation, conduct or any other aspect thereof;
 - (b) the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
 - (c) the design, construction, operation, maintenance and repair of any part of the Project; or
 - (d) any omission or other wilful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of Her Majesty, in the performance of his or her duties.
- 11.2 The Minister shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.
- 11.3 Her Majesty, her agents, employees and servants will not be held liable in the event the Recipient enters into a loan, a capital or operating lease or other long-term obligation in relation to the Project for which the Contribution is provided.

- 12.2 Notice and Rectification Period.** Except in the case of default under Subsection 12.1 (d), (e) and (f), the Minister will not declare that an Event of Default has occurred unless he has given prior written notice to the Recipient of the occurrence, which in the Minister's opinion constitutes an Event of Default. The Recipient shall, within such period of time as the Minister may specify in the notice, either correct the condition or event or demonstrate, to the satisfaction of the Minister, that it has taken such steps as are necessary to correct the condition, failing which the Minister may declare that an Event of Default has occurred.
- 12.3 Remedies.** If the Minister declares that an Event of Default has occurred, the Minister may immediately exercise any one or more of the following remedies, in addition to any remedy available at law:
- (a) terminate the Agreement, including any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such termination;
 - (b) suspend any obligation by the Minister to make any payment under this Agreement, including any obligation to pay an amount owing prior to such suspension; and
 - (c) require the Recipient to repay forthwith to Her Majesty all or part of the Contribution, and that amount is a debt due to Her Majesty and may be recovered as such.
- 12.4** The Recipient acknowledges the policy objectives served by the Minister's agreement to make the Contribution, that the Contribution comes from the public monies, and that the amount of damages sustained by Her Majesty in an Event of Default is difficult to ascertain and therefore, that it is fair and reasonable that the Minister be entitled to exercise any or all of the remedies, provided for in this Agreement and to do so in the manner provided for in this Agreement, if an Event of Default occurs.

13. Project Assets

- 13.1** The Recipient shall retain title to, and ownership of any assets, the cost of which has been contributed to by the Minister under this Agreement and shall not sell, assign, transfer, encumber, pledge, grant a security interest or otherwise dispose of same, for a minimum of six (6) years after the expiry or termination of this Agreement without the prior written consent of the Minister. As a condition of such consent, the Minister may require the Recipient to repay Her Majesty the whole or any part of the Contribution paid to the Recipient hereunder in the following proportions:

- (d) any persons who may be engaged by the Recipient to communicate or arrange meetings with public office holders, regarding the Project or this Agreement, will at all times be in full compliance with the requirements of the *Lobbying Act*.

14.4 The Recipient acknowledges that the representations and warranties in this section are fundamental terms of this Agreement. In the event of breach of these, the Minister may exercise the remedies provided under Subsection 12.3.

15. General

- 15.1 **Debt due to Canada.** Any amount owed to Her Majesty under this Agreement shall constitute a debt due to Her Majesty and shall be recoverable as such. Unless otherwise specified herein, the Recipient agrees to make payment of any such debt forthwith on demand.
- 15.2 **Interest.** Debts due to Her Majesty will accrue interest in accordance with the *Interest and Administrative Charges Regulations*, in effect on the due date, compounded monthly on overdue balances payable, from the date on which the payment is due, until payment in full is received by Her Majesty. Any such amount is a debt due to Her Majesty and is recoverable as such.
- 15.3 **Set-Off.** Without limiting the scope of set-off rights provided in the *Financial Administration Act*, the Minister may set off against the Contribution, any amounts owed by the Recipient to Her Majesty under legislation or contribution agreements and the Recipient shall declare to the Minister all amounts outstanding in that regard, when making any claim under this Agreement.
- 15.4 **No Assignment of Agreement.** Neither this Agreement nor any part thereof shall be assigned by the Recipient, without the prior written consent of the Minister.
- 15.5 **Annual Appropriation.** Payment by the Minister of amounts due under this Agreement shall be conditional on there being a legislated appropriation for the Fiscal Year in which the payment is to be made. The Minister shall have the right to terminate or reduce the Contribution, in the event that the amount of the appropriation is reduced or denied by Parliament. In the event that any portion of the Contribution has been paid to the Recipient and the legislated appropriation for the Fiscal Year in which such payment is made is not obtained, the Minister shall have the right to recover the amount so paid from the Recipient.
- 15.6 **Successors and Assigns.** This Agreement is binding upon the Recipient, its successors and permitted assigns.

- 15.14 **No conflict of interest.** The Recipient and its consultants and any of their respective advisors, partners, directors, officers, shareholders, employees, agents and volunteers shall not engage in any activity where such activity creates a real, apparent or potential conflict of interest in the sole opinion of the Minister, with the carrying out of the Project. For greater certainty, and without limiting the generality of the foregoing, a conflict of interest includes a situation where anyone associated with the Recipient owns or has an interest in an organization that is carrying out work related to the Project.
- 15.15 **Disclose potential conflict of interest.** The Recipient shall disclose to the Minister without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- 15.16 **Severability.** If for any reason a provision of this Agreement that is not a fundamental term of the agreement between the Parties is found to be or becomes invalid or unenforceable, whether in whole or in part, such provision or part thereof declared invalid or unenforceable shall be deemed to be severable and shall be deleted from this Agreement and all remaining terms and conditions of this Agreement will continue to be valid and enforceable.

16. **Notice**

16.1 Any notice, information or document required under this Agreement shall be effectively given, if delivered or sent by letter or facsimile (postage or other charges prepaid). Any notice that is delivered shall be deemed to have been received on delivery; any notice sent by facsimile shall be deemed to have been received one (1) working day after being sent, any notice that is mailed shall be deemed to have been received eight (8) calendar days after being mailed.

16.2 Any notice or correspondence to the Minister shall be addressed to:

Federal Economic Development Agency for Southern Ontario
101-139 Northfield Drive West
Waterloo, ON N2L 5A6
Attention: Canada 150 Community Infrastructure Program

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

16.3 Any notice or correspondence to the Recipient shall be addressed to:

Township of Whitewater Region
44 Main Street
Cobden, ON K0J 1K0
Attention: Treasurer/Deputy CAO

18. Acceptance

The Recipient agrees that unless the Minister receives a duly executed duplicate copy of this Agreement within thirty (30) calendar days of the date of execution by the Minister, this Agreement is revocable at the discretion of the Minister.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

Project No.: 809673

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

Per: [Signature]

Date: January 16, 2018

Federal Economic Development Agency
for Southern Ontario

RECIPIENT

Per: [Signature]
HAL JOHNSON, MAYOR

Date: Jan 24/18

I have authority to bind the Recipient.

Per: [Signature]
ROBERT TREMBLAY, CLERK

Date: Jan 24/18

I have authority to bind the Recipient.

PROJECT COSTS AND FINANCING:

CAPITAL		
Eligible Costs		
Costs	Amount	
Planning/Design/ Engineering	\$6,000	
Repair/Construction	\$64,000	
Project Management	\$0	
Other	\$0	
Contingency	\$5,000	
Total Eligible Costs (TEC)	\$75,000	
Financing	Amount	% TEC
FedDev Ontario Contribution	\$35,000	46.67%
Other Federal Contribution	\$0	0.0%
Recipient Contribution	\$40,000	53.33%
Other (specify source)	\$0	0.0%
Other (specify source)	\$0	0.0%
Sub-Total Financing TEC	\$75,000	100.0%
Ineligible Components		

STACKING LIMITS	
STACKING - CAPITAL	
Total Eligible Costs	\$75,000
Total Government Contributions (Federal, Provincial, and Municipal)	\$75,000
Estimated Investment Tax Credits	\$0
Contribution subject to Stacking %	\$35,000
Stacking %	100%
Total Government Stacking Limit	100%

Please Note:

- 1) Eligible Costs include the amount of the harmonized sales tax (HST), net of any refund or eligible credits due from the Canada Revenue Agency.
- 2) The list of ineligible components shown is not exhaustive. For more information on ineligible costs, see Annex 2.
- 3) The Recipient shall not redirect funding between cost categories without prior written consent of the Minister.
- 4) Incremental costs (i.e. employees and/or materials and/or equipment) have been approved up to the following maximum amounts, which are included in the Total Eligible Costs indicated above:

Employees: \$0
Materials: \$0
Equipment: \$0

- (e) other costs that are considered to be direct and necessary for the successful implementation of the Project and that have been approved in advance, and in writing, by the Minister; and
- (f) for municipal, regional and Aboriginal Governments, incremental costs listed in Subsection 2.1 below.

2.1 Employee, Material and Equipment costs

While these costs are not normally eligible for reimbursement, the incremental costs of the Recipient's employees, materials or equipment may be included in its Eligible Costs under the following conditions:

- (a) the Recipient is a municipal, regional or an Aboriginal Government; and
- (b) the Recipient satisfies the Minister that it is not economically feasible to tender a contract; and
- (c) employees, material or equipment are employed directly in respect of the work that would have been the subject of the contract; and
- (d) costs are approved in advance and in writing by the Minister, and are included in Annex 1 – Statement of Work.

2.2 Communications

- (a) For the purposes of events, Eligible Costs include the following:
 - Printing and mailing invitations;
 - Light refreshments, such as coffee, tea, juice, donuts, muffins, snacks;
 - Project material for display and/or media kit;
 - Signage; and
 - Rentals such as: flagpoles, stage, chairs, podium, PA system.
- (b) For the purposes of Project signage, Eligible Costs include reasonable costs incurred to produce signage.

3.0 Ineligible Costs

Costs related to the following items are ineligible costs:

- (a) Project Costs incurred before the Eligibility Date and after the Program Completion Date;

Annex 3

CANADA 150 COMMUNITY INFRASTRUCTURE PROGRAM

REPORTING REQUIREMENTS

1. **Semi-annual Progress Reports.** The Recipient shall submit, at a minimum, semi-annual progress reports until Project completion, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the progress of the Project. The progress report will detail progress on the implementation of the Project, and amounts received through this Agreement, amounts expended on projects, and an overall update on the Project status. These reports are due April 15th and October 15th covering the six month periods ending March 31st and September 30th respectively.
2. **Final Reporting Requirements.** In accordance with Subsection 6.4, the Recipient shall submit to the Minister a Final Report on the Project, substantially in the form prescribed by the Minister and satisfactory to the Minister in scope and detail, in order to allow the Minister to assess the outcome of the Project.
3. **Recognition of Funding.** In order to acknowledge the Government of Canada's support for the Project, the Recipient shall submit photograph(s) of the required signage as required by the Minister.

funded in whole or in part by this Agreement, including, but not limited to, electronic media (web, television, video), and print media (signs, print advertising, brochures, magazines, maps, posters). The Recipient will consult with the Minister in preparing the content and look of all such material, which must be approved in advance. The Recipient will provide the Agency with no less than ten (10) business days for the approval of all materials prior to its release.

The Minister may, by notice in writing given to the Recipient, require that recognition of the support provided by the Minister not be made in any public communication of the Recipient.