

PROJECT FUNDING AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA,
represented by the Minister of Justice and Attorney General of
Canada, (hereinafter "the Minister")

AND:

GOVERNMENT OF YUKON, represented by the Deputy
Minister of Justice and Deputy Attorney General, (hereinafter
"Yukon")

The Parties agree as follows:

1. PURPOSE

- 1.1 The purpose of this Agreement is to set out the terms under which the Minister will provide funding to Yukon under the Department of Justice Canada Child-centred Family Justice Fund (Family Justice Initiatives component) to cover some of the costs associated with Yukon's Family Justice activities (hereinafter "the Project"), as outlined in the funding proposal for fiscal year 2007-2008.

2. EFFECTIVE DATE AND DURATION OF THE AGREEMENT

- 2.1 This Agreement shall be for the period from April 1, 2007 to March 31, 2008 and shall be effective once signed by all Parties, subject to earlier termination in accordance with Section 12 of this Agreement.

3. AMOUNT OF CONTRIBUTION

- 3.1 The Minister agrees to provide a contribution to Yukon in an amount not to exceed \$207,676.

4. SCHEDULES

- 4.1 The following schedules are incorporated into and form part of this Agreement:

Schedule A: Objectives and Workplan

Schedule B: Budget

Schedule C: Consolidated Payment and Reporting Dates

5. WORKPLAN

- 5.1 Schedule A sets out Yukon's workplan for the 2007-2008 fiscal year.

6. BUDGET

- 6.1 Schedule B sets out Yukon's budget for the 2007-2008 fiscal year.

- 6.2 This budget does not include any portion of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) that the Canada Revenue Agency will rebate to the Recipient. All GST or HST taxes recovered or receivable will

not be included with the individual budget items in Yukon's final statement of accounts.

6.3 The maximum rate that Yukon can claim for travel expenses is the federal government-approved rate for the province or territory in which the travel takes place. The rates are found on the Treasury Board of Canada Secretariat website <http://www.tbs-sct.gc.ca>.

6.4 Yukon may transfer funds between categories of expenditures in Schedule B. However, Yukon may not increase the budget in any category of expenditure by more than twenty percent (20%) without the written permission of the Manager, Program Development, Family, Children and Youth Section.

7. PAYMENT SCHEDULE

7.1 Schedule C sets out the schedule of payments owing from the Minister to Yukon and details:

- a. the dates and the amounts of the specific contribution instalments to be provided by the Minister; and
- b. the dates on which either financial or activity reports are required to be submitted to the Minister, together with any special arrangements regarding the form and content of these reports.

7.2 The Minister reserves the right to withhold up to twenty percent (20%) of its contribution to Yukon until sixty (60) days after it receives and approves all final reports and financial statements from Yukon to which it is entitled under this Agreement. Approval of funding will be based on Yukon complying with all the terms and conditions of this Agreement.

7.3 The Minister will only issue payments under this Agreement if the Department of Justice Canada receives money from Parliament for the fiscal year in which any payment is to be made. If payments cannot be made either in full or in part because the money is not received from Parliament, the Minister will notify Yukon as soon as possible whether any payment can be made.

7.4 The Minister agrees, subject to the terms and conditions of this Agreement, to make a Contribution towards eligible Project expenses incurred by Yukon, as approved in the budget, up to a maximum of \$207,676. Only eligible Project expenses are subject to reimbursement under this Agreement.

8. SURPLUS/OVERPAYMENTS

8.1 Subject to subsection 8.4, Yukon agrees to repay any surplus of funds or overpayments of money received from the Minister. If a Project expenditure is disallowed or any surplus or overpayment occurs, Yukon will return the money to the Minister as a debt owing to the federal government by writing a cheque payable to the Receiver General for Canada. Any interest owing on this debt is calculated from the date of the overpayment or the date the amount became repayable.

8.2 If this Agreement is terminated, Yukon agrees to repay to the Minister immediately all or any part of the contribution it received except for expenses incurred up to the point of termination, if asked to do so.

8.3 Yukon agrees to declare any sources of funding, or proposed sources of funding, in addition to the funds received under this Agreement, before the signature of this Agreement.

8.4 Yukon agrees that any amount owing to the Minister under this Agreement, including any overpayment, unexpended balance, surplus or expense which

the Minister has disallowed, shall constitute a debt owing to the federal government. Yukon agrees that the Minister may recover this debt by deducting it from any other amount that the Minister may owe to Yukon under this Agreement, or any future Agreement.

9. REPORTING REQUIREMENTS

9.1 Yukon shall provide the Minister, on the dates prescribed in Schedule C, with reports as follows:

- a. financial statements for the Project during that period;
- b. reports detailing the Project's progress in fulfilling its objectives and its approved workplan (Schedule A).

9.2 The form of financial statements acceptable to the Minister is as follows:

- a. Interim Financial Statements shall consist of a statement of revenues, expenditures and projected expenditures for the Project for the appropriate period requested. The statement of revenues, expenditures and projected expenditures may be in a form prescribed by the Minister (PA-4), or another form as mutually agreed to between the Minister and Yukon.
- b. Fiscal Year-End Financial Statements shall be provided in one of the following formats:

A statement of Revenues and Expenditures for the Project which may be in a form prescribed by the Minister (PA-1) or another appropriate form as mutually agreed to between the Minister and Yukon, together with:

A statement of Disposition of Federal Contribution Funds (PA-5) certified by the Director of Financial Services or an independent external auditor;

OR

An audited financial statement using generally accepted accounting and auditing principles that correspond with all revenues and expenses itemized in the budget shown as Schedule B.

9.3 On or before June 30, 2008, Yukon shall provide to the Minister a Final Narrative Report on the activities of the Project that will contain the following key elements of data:

- a. The objective(s) of the Project;
- b. The results of any monitoring or evaluation activities, particularly the research questions that measure the degree to which the Project objectives were met, what data was collected and how the data was analyzed;
- c. The results of any data capture available at the time of reporting (e.g. Project statistics);
- d. Copies of any communication materials that were produced (i.e. brochures, fact sheets, videos, etc.); and
- e. Any other information that is relevant to the impact or success of the Project activities undertaken.

9.4 If the Minister decides to assess the Project while it is ongoing, or once it is completed, the Minister must inform Yukon of its intention to assess the effectiveness and the efficiency of the activities of Yukon under this Agreement. Yukon must provide all Project and financial information that the Minister requires for the assessment.

9.5 Yukon agrees to keep all Project and financial records for the Project for three years after the date that this Agreement expires or is terminated. The Minister

may audit Yukon's Project accounts and records to ensure compliance with the terms of this Agreement. An audit is an examination of the accounts, records or other necessary information of Yukon. The audit may be conducted by an employee of the federal government or by another person recognized as a qualified auditor. Yukon will provide the auditors with any Project related information they require, upon request.

9.6 The Minister will inform Yukon of the contents of any audit reports. If money is owing to Yukon, the Minister must pay it as soon as possible after completion of the audit. If money is owing to the Minister, then Yukon must pay it as soon as possible upon being informed of the debt.

10. ASSUMPTION OF LIABILITY

10.1 Each Party shall be responsible for any claim or demand made against it by a third party, save and except any claim or demand arising out of negligence or malfeasance of the other Party, its officers, agents and employees.

11. DISPUTE RESOLUTION

11.1 In the event of a dispute between the Parties arising out of this Agreement, the Parties agree to attempt resolution through mediation or other agreed upon dispute resolution processes.

11.2 The Minister and Yukon agree to call a meeting attended by individuals with decision-making authority, and attempt in good faith to negotiate a resolution. If the Minister and Yukon have not resolved the dispute in thirty (30) days, they will meet as soon as possible with a neutral convenor to help select a dispute resolution process that will best suit the dispute. They will select this neutral convenor together from a list of proposed neutral convenors compiled by the Minister and Yukon, and will equally share the related fees and expenses for the neutral convenor.

12. TERMINATION

12.1 Either Party may terminate this Agreement at any time by giving the other Party thirty (30) days written notice of the date of termination by registered mail.

12.2 Notwithstanding anything else in this Agreement, valid notice of termination absolves the Minister of any financial obligation to Yukon under this Agreement, except in respect of any expenses incurred or legal obligations to pay undertaken by Yukon pursuant to this Agreement on or before the date of notice of termination.

12.3 Within ninety (90) days after the date of termination,

- a. The Minister shall pay to Yukon any monies still owing to it in respect of outstanding expenses and obligations,
- b. Yukon shall repay to the Minister any monies it has received for the Project pursuant to this Agreement, except those actually expended or required to meet existing financial obligations, and
- c. Either Party may set off against its financial obligations to the other Party under this section any amount owing to it for damages, costs, loss or expenses resulting from the other Party's failure to fulfill its obligations under the terms and conditions of this Agreement.

13. NO EMPLOYEE OR AGENCY RELATIONSHIP

13.1 Neither Yukon, nor any person acting for it or on its behalf in any capacity, shall be deemed to be an employee, partner, or agent with the Minister.

Yukon agrees not to represent itself, including in any agreement with a third party, as a partner or agent of the Minister.

14. ASSIGNMENT

14.1 Yukon agrees to do this Project work as described in the funding proposal that was approved on October 26, 2007. Yukon will manage the Project, and will not assign, delegate or subcontract the responsibility or management of the work funded under this Agreement to any organization or individual, except as noted in this Agreement, without the Minister's written permission.

15. ASSETS

15.1 Yukon agrees to dispose of any assets acquired from funds received under this Agreement in accordance with instructions received from the Minister's representative, which may include returning the assets to the Department of Justice Canada or disposing of the assets in accordance with the *Surplus Crown Assets Act*.

16. PUBLIC ACKNOWLEDGEMENT

16.1 Yukon agrees to acknowledge the financial contribution of the Department of Justice Canada in any appropriate public announcement concerning the Project or this Agreement, or in any materials produced as a result of the Project. Yukon also agrees to provide for comment, in draft form, copies of public communication materials to be produced with funding from the Department of Justice Canada before final production of these materials.

17. COPYRIGHT

17.1 Yukon retains copyright for any work produced under this Agreement.

17.2 Yukon gives the Minister a royalty-free permanent license to produce, reproduce or publish, in any way, the original work or an adaptation, in any language, for use within the federal public service and for non-commercial distribution.

18. AMENDMENTS

18.1 This Agreement may be amended at any time upon the written agreement of both Parties, and any amendments shall be deemed to form part of this Agreement.

19. WHOLE AGREEMENT

19.1 This Agreement constitutes the whole Agreement between the Parties.

20. ACCESS TO INFORMATION

20.1 The Parties agree that any of them may make this Agreement available to the public.

20.2 The Parties acknowledge that this Agreement, and any information that the Minister or Yukon may hold under it, are subject to the disclosure provisions in the *Access to Information Act*, R.S.C. 1985, c. A-1 as amended, and *The Access to Information and Protection of Privacy Act*, R.S.Y. 2002, c.1, as amended from time to time.

21. CONFLICT OF INTEREST

21.1 Yukon will not allow any Member of the House of Commons or the Senate to be involved with or benefit from any part of this Agreement.

21.2 Yukon does not, and will not for the duration of this Agreement, allow any members of the immediate family -- spouse, parents, children, brothers or sisters -- of:

- a. the Minister of Justice for Canada;
- b. his or her spouse, or
- c. any other Minister or representative of the governing party in the House of Commons or the Senate

to derive any direct benefit from this Agreement.

21.3 Yukon agrees that no current or former public office holder or public servant that is not in compliance with *The Conflict of Interest and Post-employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* shall derive any direct benefit from this Agreement.

21.4 Yukon agrees to disclose to the Minister, in writing and before this Agreement is signed, any real, apparent or potential conflict of interest that could have a direct impact on the award of these funds to Yukon.

21.5 Yukon confirms that any person lobbying on its behalf is registered pursuant to the federal *Lobbyist Registration Act*.

22. APPLICABILITY OF LAWS

22.1 Yukon shall ensure that all activities carried out under this Agreement will be operated or executed in compliance with all applicable laws and regulations; whether federal, provincial or territorial, of the jurisdiction in which Yukon's activities are carried out.

23. CONFIDENTIALITY

23.1 If one Party becomes aware of any information that the other Party indicates is confidential, it will be treated as confidential by that Party, during and after the period of this Agreement. Each Party also agrees to uphold any security commitments that it makes to the other Party.

24. CONTINGENCY FEES

24.1 Yukon has not paid, and will not pay or agree to pay, a contingency fee to any person or organization for soliciting, negotiating or obtaining this Agreement.

24.2 It is acceptable if Yukon has an employee whose regular duties involve soliciting, negotiating or obtaining agreements of this type. If that is the case, Yukon will include the accounts and records of any payments to that employee in the final statement of account for the Project and in the records made available to the auditor.

25. OFFICIAL LANGUAGES

25.1 Yukon must demonstrate that the specific needs of the official language minority community have been taken into consideration, where circumstances justify or warrant.

26. NOTICES

26.1 Either Party may, at any time, designate a different official or address to the other Party by delivering written notice.

26.2 Any payment, notice, demand or other communication between the Parties shall be directed:

- i. in the case of Yukon, Ms. Catherine Simpson, Department of Justice, Court Services Branch, Box 2703, Whitehorse, YT, Y1A 2C6;
- ii. in the case of the Minister, Director General, Programs Branch, Department of Justice, 284 Wellington Street, Ottawa, ON, K1A 0H8.

26.3 Either Party may send any written notice by registered mail, facsimile, electronic transmission or by delivery in person to the address indicated above. Notice will be considered as received within ten (10) business days after mailing if sent by registered mail and the following business day if sent by facsimile, electronic transmission or delivery in person.

The Parties agree to comply with all the terms of this Agreement.

SIGNED, AND DELIVERED.

Carmen St-Jean
Witness

Barbara Annam
on behalf of HER MAJESTY THE QUEEN IN
RIGHT OF CANADA

4/1/08
Date

A Williams
Witness

D. Cooley
on behalf of THE GOVERNMENT OF
YUKON

Dec 27, 2007
Date

OBJECTIVES AND WORKPLAN

Project Objectives

The overall objectives of the project are to:

- Coordinate activities under the Child-centred Family Justice Fund (CCFJF). A Family Justice Project Officer will coordinate all projects detailed in these objectives. Yukon will provide staff to participate in meetings of the Coordinating Committee for Senior Officials - Family Justice and its Sub-committees, such as the Inter-jurisdictional Support Orders and Research Sub-committees, and will continue to support federal data collection projects by providing a contractor with access to a computer in the court registry and access to Supreme Court divorce files.
- Continue the Parent Education Program "*For the Sake of the Children*". The program will include: four two-hour information sessions for professionals working with children and families; 12 three-hour parent information workshops; three six-hour parent communication workshops; and, facilitator training occurring throughout the year culminating in a seminar.
- Continue to implement the Family Law Information Centre (FLIC) in stages. In 2007/2008, funding will be used to provide for the FLIC Administrator's salary and a budget for acquiring more FLIC materials as well as updating the website as needed.
- Provide a variety of community outreach services. In Whitehorse, the newly hired FLIC Administrator, with assistance from the Project Officer, will meet with service providers and potential clients at shelters and other community locations. They will also travel to some of Yukon's smaller, rural, predominantly First Nations communities to meet with service providers and members of the public. The expectation is that community outreach will be an effective way of reaching clients who may not be aware of the services available or that these services are applicable to their situations.
- Publish (print, layout and translate into French) the "Splitting Up" booklet.
- Hold the 2008 Annual Family Justice Information Session to inform service providers of current family law issues and projects, and to obtain their views on past projects and ideas for future projects.
- Develop and implement a communications strategy to ensure widespread awareness of the new services and information available to the public on family law concerns.
- Promote awareness of the Maintenance Enforcement Program (MEP) through radio ads.
- Update MEP materials, in particular, information regarding enforcement options, and revise MEP form letters and translate into French.

SCHEDULE B**BUDGET
2007-2008****REVENUE:**

Department of Justice Canada
Government of Yukon

\$207,676
\$145,000

TOTAL REVENUE

\$352,676

JUSTICE CANADA ELIGIBLE EXPENDITURES:**Coordination & Administration:**

Salary – Project Officer (part-time)
Supplies and Expenses
Travel – CCSO Family Justice Sub-committee Meetings

\$65,000
\$1,676
\$4,000

Innovative Child-Centred Family Justice Activities:

Parenting After Separation Education Program
French Splitting Up
FLIC Administrator
FLIC Resource Centre Materials and Expenses
FLIC Preparation Assistance

\$50,000
\$13,000
\$44,000
\$1,000
\$3,000

Public Awareness:

Community Outreach
Information Session
FLIC Website and Resource Centre Promotion

\$5,000
\$5,000
\$8,000

Innovative Support Enforcement Activities:

Advertising for MEP
Update MEP Materials and Letters

\$4,000
\$4,000

Sub-Total

\$207,676

TERRITORIAL EXPENDITURES:

Salaries

\$90,500

Other:

Translation Costs
FLIC Resource Centre
Travel – CCSO Family Justice Committee Meeting
Facilities
Postage / Courier
Office Equipment
Forms, Supplies and Printing

\$2,000
\$20,000
\$2,000
\$20,000
\$2,000
\$2,500
\$6,000

Sub-Total

\$145,000

TOTAL EXPENDITURES

\$352,676

The contribution of the Department of Justice Canada will be limited to the lesser of \$207,676 or the eligible approved costs incurred.

The claimed expenditures should be net of any relief of the Goods and Services Tax (GST) or the Harmonized Sales Tax (HST) rebate from the Canada Revenue Agency.

SCHEDULE C

CONSOLIDATED PAYMENT AND REPORTING DATES

NOTE: When any date listed in this schedule falls on a Saturday, Sunday or statutory holiday, the payment or report shall be due, or the event take place, not later than the first business day *after* that date.

Fiscal Year 2007-2008

DATE	REQUIREMENT
March 31, 2008	As outlined in Section 9.2, Yukon to provide a financial statement (PA-4), covering the period from April 1, 2007 to March 31, 2008, in order for the Minister to set up a PAYE to reimburse Yukon the actual eligible project expenditures incurred upon receipt and acceptance of the final financial claim and the final activity report.
June 30, 2008	As outlined in Section 9.3, Yukon to provide a Final Narrative Report covering the period from April 1, 2007 to March 31, 2008. AND As outlined in Section 9.2, Yukon to provide final financial statements covering the period from April 1, 2007 to March 31, 2008.
Within 60 days of receipt and approval of Final Narrative Report and final financial statements	The Minister to reimburse Yukon the actual eligible project expenditures incurred during the fiscal year up to the maximum amount of the Contribution in this Agreement.
Three years after expiry or termination of this Agreement	Yukon's obligation to keep Project records expires.