

Contribution Agreement

CA92 - 55

This Agreement made

BETWEEN: Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans (hereinafter called "DFO")

OF THE FIRST PART

AND: Carrier Sekani Tribal Council for and on behalf of the Bands it represents (hereinafter called the "Recipient")

OF THE SECOND PART

WHEREAS the Recipient has requested financial assistance from DFO towards the costs associated with carrying out the Project defined in paragraph 1.1(d) of this Agreement;

AND WHEREAS DFO agrees to contribute financial assistance to the Recipient to be used in accordance with this Agreement towards costs associated with carrying out the Project;

NOW THEREFORE the Parties agree as follows:

Definitions

1.1 In this Agreement:

- (a) "Agreement" means this agreement and the attached Schedules "A", "B" and "C";
- (b) "Contribution" means the amount referred to in subsection 2.1 of this Agreement;
- (c) "Allowable Costs" means any reasonable and proper costs and expenses approved by DFO, paid or payable by the Recipient in relation to the Project between April 1, 1992 and the expiration of this Agreement inclusive and identified in Schedule "C" hereto, but does not include any Goods and Services Tax (GST) paid in relation to such costs and expenses for which the Recipient may claim reimbursement or exemption;
- (d) "Project" means the activities described in Schedule "A" hereto;
- (e) "Role" means all of the responsibilities and obligations of the Recipient as set out in this Agreement including but not limited to those described in Schedule "B" hereto;

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- (f) "Detailed Report" means a detailed report on activities undertaken to further the Project and on results obtained towards the furtherance of the Project itemized with respect to each of the activities identified in Schedule "A" of this Agreement;
- (g) "Statement of Expenses" means:
- (i) a report setting out the total amount paid or payable by the Recipient for Allowable Costs with respect to each of the activities identified in Schedule "A" of this Agreement; and
 - (ii) a report on Allowable Costs itemized in accordance with Schedule "C" of this Agreement;
- (h) "Balance" means an amount equal to the difference between the total amount received by the Recipient from DFO pursuant to this Agreement and the total amount paid or payable by the Recipient towards Allowable Costs at the relevant reporting date;
- (i) "Final Report" means a report as of the date of the said report consisting of:
- (i) a Detailed Report covering the period from April 1, 1992 until expiration of this Agreement;
 - (ii) a Statement of Expenses including all Allowable Costs paid or payable in furtherance of the Project; and
 - (iii) a statement of the Balance;
- (j) "month" means a calendar month, including any part calendar month;
- (k) "Bands" means the following ten (10) Indian bands
- (i) Broman Lake Indian Band;
 - (ii) Burns Lake Indian Band;
 - (iii) Nak'azdli Indian Band;
 - (iv) Stellaquo Indian Band;
 - (v) Stoney Creek Indian Band;
 - (vi) Takla Lake Indian Band;
 - (vii) ~~Mesilinka Indian Band~~; Cheslatta Indian Band; *AM*
 - (viii) Tl'azt'en Nation Indian Band;
 - (ix) Tsay Kay Dene Indian Band; and
 - (x) Nautley Indian Band. *AM*

1.2 The Project shall be deemed to be completed:

- (a) when the Recipient has incurred Allowable Costs in an amount equal to or exceeding the Contribution; or
- (b) when the activities described in Schedule "A" of this Agreement are completed;

whichever first occurs.

1.3 This Agreement shall be deemed to have expired

- (a) on completion of the Project;
- (b) on March 31, 1993; or

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(c) on termination of this Agreement;
whichever first occurs.

Contribution and Purpose

- 2.1 Subject to the terms of this Agreement, DFO will contribute to the Recipient, as administrator of the funds, a contribution of funds in an amount not to exceed a maximum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00) to be used exclusively towards the payment of Allowable Costs.
- 2.2 The Recipient shall ensure that the Contribution, including interest earned thereon, is used exclusively for the payment of Allowable Costs.

Payments and Disbursements

- 3.1 Following entry into force of this Agreement and receipt by DFO from the Recipient of:
- (a) a Detailed Report, and
 - (b) a Statement of Expenses;
- covering the period from April 1, 1992 to the day immediately preceding the date of signature of this Agreement by both Parties, DFO shall reimburse the Recipient for Allowable Costs paid by the Recipient during that period.
- 3.2 Following entry into force of this Agreement, the Recipient will provide DFO with a cash flow projection setting out Allowable Costs projected to be incurred during the period from the date of signature of this Agreement by both Parties to January 31, 1993 and for each of the months of February 1993 and March 1993.
- 3.3 Subject to subsection 3.4, DFO shall pay to the Recipient the projected Allowable Costs for the period from the date of signature of this Agreement by both Parties to March 31, 1993.
- 3.4 Notwithstanding anything in this Agreement, the maximum aggregate amount paid to the Recipient pursuant to subsections 3.1 and 3.3 of this Agreement shall not exceed SIXTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$67,500.00).
- 3.5 The Recipient shall provide DFO with a Final Report at least fifteen (15) days prior to the expiration of this Agreement.
- 3.6 Following receipt of the Final Report, DFO shall pay to the Recipient a final payment, if any, equal to the amount by which Allowable Costs paid or payable by the Recipient exceed all previous payments made by DFO to the Recipient pursuant to this Agreement.
- 3.7 Notwithstanding anything in this Agreement, the maximum aggregate amount which may be paid to the Recipient pursuant to subsections 3.1, 3.3 and 3.6 of this Agreement shall not exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000.00).

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Reports

- 4.1 The Recipient will furnish to DFO the Detailed Reports, the Statements of Expenses, the statements of Balance, the cash flow projections and the Final Report, in a form acceptable to DFO.

Books and Records

- 5.1 The Recipient shall,
- (a) keep books, accounts, records and supporting documentation with respect to all financial transactions related to the Contribution in accordance with Canadian generally accepted accounting principles;
 - (b) preserve the books, accounts, records and supporting documentation mentioned in paragraph 5.1(a) of this Agreement together with reports and any other documents related to the Project for a period of two years following termination of this Agreement;
 - (c) on demand, provide to DFO any of the documentation mentioned in paragraph 5.1(b) of Agreement for examination and audit by any person that DFO may from time to time designate; and
 - (d) at all reasonable times permit DFO, or any person that DFO may from time to time designate, to audit, take copies and extracts from and examine such books, accounts, records, supporting documentation, reports and any other documents referred to in paragraph 5.1(b) of this Agreement as it deems fit and shall provide all necessary assistance for such audits and examinations.

Duration and Termination

- 6.1 Upon signature of this Agreement by both Parties, this Agreement shall commence as of April 1, 1992 and, subject to subsection 6.2 of this Agreement, shall continue in effect until March 31, 1993.
- 6.2 Either Party may terminate this Agreement by giving thirty (30) days notice in writing to that effect to the other Party.
- 6.3 Within fifteen (15) days following the expiration of this Agreement, the Recipient shall repay to DFO any amount of the Contribution not disbursed for Allowable Costs.
- 6.4 The Recipient shall refund to DFO, forthwith upon written request by DFO, any monies advanced to the Recipient for which unsatisfactory evidence has been furnished by the Recipient that the monies have been expended in accordance with this Agreement.
- 6.5 Any amount that the Recipient is under an obligation to refund under subsection 6.3 or 6.4 of this Agreement shall be a debt owing to Her Majesty the Queen in Right of Canada.

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Notices and Addresses and Representatives

7.1

Subject to subsection 7.2 of this Agreement, in this Agreement where any notice, request, direction, claim for payment, payment, information or other communication is required to be given, it shall be in writing and delivered personally, by courier or registered mail, or by telecopier and, unless notice to the contrary is given, shall be addressed to the Party as follows:

To DFO:

Native Affairs
Department of Fisheries and Oceans
200 Kent Street
11th Floor
Ottawa, Ontario
K1A 0E6

Attention: M. Lefebvre
Director
Native Affairs

Telephone: (613) 991-0181
Facsimile: (613) 993-7651

To Recipient:

Carrier Sekani Tribal Council
1460-6th Avenue
Prince George, British Columbia
V2L 3N2

Attention: Chief Justa Monk
Tribal Chief

Telephone: (604) 562-6279
Facsimile: (604) 562-8206

7.2

In this Agreement where any claims for payment, payment, payment information or other communication or report related to payment is required to be given by the Recipient to DFO, it shall be in writing and delivered personally, by courier or registered mail, or by telecopier and, unless notice to the contrary is given, shall be addressed to DFO as follows:

To DFO:

Department of Fisheries and Oceans
555 West Hastings Street
5th Floor
Vancouver, British Columbia
V6B 5G3

Attention: P. Kariya
Director
Aboriginal Fisheries Branch

Telephone: (604) 666-7478
Facsimile: (604) 666-2336

7.3

Such notices, requests, directions, claims for payment,

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payments, reports, information or other communications shall be deemed to have been received when the postal receipt is acknowledged by the other Party if sent by registered mail and the following business day if sent by telecopier or courier or delivered in person.

- 7.4 A Party may change its representative or its address by giving a notice of change to the other Party in accordance with subsection 7.1 of this Agreement.

General

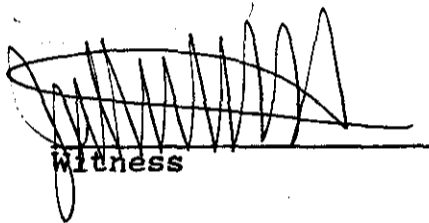
- 8.1 The Recipient shall carry out the Project in accordance with this Agreement.
- 8.2 The Recipient shall not assign or subcontract this Agreement or any part thereof.
- 8.3 No Member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
- 8.4 No former Public Office Holder who is not in compliance with the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders shall derive any direct benefit from this Agreement.
- 8.5 The Recipient will disclose to DFO any individual it intends to hire or remunerate who was formerly or is presently a federal public servant. The Recipient will make such disclosure prior to hiring or remunerating, directly or indirectly, any such individual.
- 8.6 This Agreement sets forth the entire agreement and understanding between the Parties.
- 8.7 No amendment to this Agreement shall have any force or effect unless made in writing and signed by both Parties.
- 8.8 Nothing contained in this Agreement nor any acts of the Recipient or DFO shall constitute or be deemed to constitute either of the said Parties as agent or agents of the other for any purpose.
- 8.9 Neither Party shall at any time hold itself out as acting as an agent of the other in any dealings with third parties.
- 8.10 The Recipient shall indemnify and save harmless Her Majesty the Queen in Right of Canada, and Her ministers, officers, employees and agents from and against all claims, demands, costs (including legal costs), losses, damages, actions, suits and proceedings, by whomsoever brought or prosecuted, caused by or related to any act or omission of the Recipient, its officers, members, employees, agents, contractors or anyone for whom the Recipient is responsible in law or any or all of them, in carrying out this Agreement or the Project or any part thereof.
- 8.11 DFO and the Recipient shall consult from time to time at the request of each other on all matters arising out of this Agreement and shall co-operate to attempt to find a mutually acceptable solution to any issue that may arise out of this Agreement.
- 8.12 In accordance with section 40 of the Financial Administration Act, R.S.C. 1985, c. F-11, payment

hereunder is subject to there being an appropriation for the fiscal year in which any commitment hereunder would come due for payment.

- 8.13 It is understood and agreed that this Agreement is not intended to be, and shall not be interpreted to be, a promise or commitment by DFO to contribute any additional funds to the Recipient with respect to the Project or any part thereof.
- 8.14 Subsections 5.1, 6.3, 6.4, 6.5 and 8.10 of this Agreement survive expiration of this Agreement.

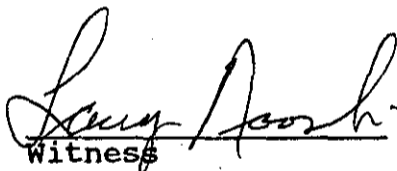
IN WITNESS WHEREOF the Parties have executed this Agreement by their proper officers duly authorized in that behalf.

Her Majesty the Queen in Right of Canada as represented by the Minister of Fisheries and Oceans by Assistant Deputy Minister Policy and Program Planning


Witness

M. Flumian Jan 26/93
M. Flumian, Assistant Deputy Date
Minister, Policy and Program
Planning, Department of
Fisheries and Oceans

Carrier Sekani Tribal Council by


Witness

Justa Monk Jan 26/93
Chief Justa Monk Date
Tribal Chief

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SCHEDULE "A"

Description of the Project

- 1.0 The Project consists of activities related to the management of fisheries resources and includes:
- (a) community meetings with member Bands to consult and discuss with regards to co-operative management of fisheries resources and to document fisheries management options with regards to stock and habitat enhancement;
 - (b) the development of a package of information to be presented in the community meetings described in paragraph 1.0(a);
 - (c) the conduct of feasibility studies of proposed stock and habitat enhancement activities; and
 - (d) a series of meetings, as part of a process of community consultation and negotiation with regards to Fraser watershed fisheries management.

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SCHEDULE "B"

Role of the Recipient

1. In addition to all other responsibilities and obligations of the Recipient as set out in this Agreement, the Recipient covenants and agrees to:
 - (a) act as recipient and administrator of the Contribution;
 - (b) carry out all its obligations and to comply with all the terms and conditions set out in this Agreement; and
 - (c) liaise with DFO with respect to the Project on behalf of the Bands.

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SCHEDULE "C"

Description of Allowable Costs

1.0 Allowable Costs associated with the execution of the Project and eligible for reimbursement shall include the following:

- (a) travel and related expenses;
- (b) consultant fees;
- (c) meeting expenses;
- (d) costs of producing and printing an information package for use in community consultations;
- (e) reasonable and proper administrative costs; and
- (f) other reasonable and proper costs incurred and paid in relation to the Project operations and approved by DFO.

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BETWEEN: Her Majesty the Queen in Right of Canada
as represented by the Minister of Fisheries
and Oceans (DFO)

AND: Carrier Sekani Tribal Council ("Recipient")

Contribution Agreement

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