

CA-83

Contribution Agreement

CA93-83

This Agreement made the 22<sup>nd</sup> day of June, 1993 (hereinafter called the "date of this Agreement")

**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** DFO and the Recipient entered into a Subagreement #1 on June 22<sup>nd</sup>, 1993 which sets out certain activities which DFO and the Recipient wish to see carried out;

**AND 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, 1993 and the completion of the Project 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 set out in the Subagreement #1 as further defined by the specific projects jointly developed by the Recipient and DFO pursuant to subsection 9.1 of the Subagreement #1 and described in Schedule "A" hereto as may be described in more detail in accordance with subsection 3.14;

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- (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;
- (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 total amount received by the Recipient from DFO pursuant to this Agreement less the total amount paid or payable by the Recipient towards Allowable Costs at the relevant date;
- (i) "Interim Report" means a report consisting of:
  - (i) a Detailed Report;
  - (ii) a Statement of Expenses;
  - (iii) a statement of the Balance; and
  - (iv) a cash flow projection setting out Allowable Costs projected to be incurred during each month remaining until the projected completion of the project, with subtotals for each month;
- (j) "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, 1993 until completion of the project;
  - (ii) a Statement of Expenses including all Allowable Costs paid or payable in furtherance of the Project;
  - (iii) a statement of the Balance; and
  - (iv) a summary of benefits related to this Agreement in a format to be provided by DFO;
- (k) "Supplementary Report" means a report that consists of:
  - (i) a Detailed Report, a Statement of Expenses and a statement of the Balance, all as of the date of the Supplementary Report; and
  - (ii) a revised cash flow projection for the period between the date of the Supplementary Report and the next Interim Report or the Final Report, whichever is applicable;
- (l) "month" means a calendar month, including any part calendar month;

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(m) "Bands" means the following ten 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) Cheslatta Indian Band; ✓
- (viii) Tl'azt'en Nation Indian Band; ✓
- (ix) Tsy Keh Dene Indian Band; and,
- (x) Nadley Whut'en Indian Band. ✓

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;
- (b) when the activities described in Schedule "A" of this Agreement are completed;
- (c) on termination of this Agreement; or
- (d) on March 31, 1994;

whichever first occurs.

1.3 This Agreement shall be deemed to have expired

- (a) upon receipt by DFO of the Final Report and receipt by the Recipient of the payment referred to in subsection 3.7, if any; or
- (b) on April 1, 1994,

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 SIX HUNDRED THOUSAND DOLLARS (\$600,000) 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 The Recipient will provide to DFO a cash flow projection setting out Allowable Costs projected to be incurred during the term of this Agreement with subtotals for each month.

3.2 Following entry into force of the Agreement and receipt by DFO from the Recipient of:

- (a) a Detailed Report, and

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(b) a Statement of Expenses

covering the period from April 1, 1993 to the date of the last day of the month preceeding the month of the date of this Agreement, DFO shall reimburse the Recipient for Allowable Costs paid by the Recipient during that period.

3.3 (a) Subject to subsection 3.5 of this Agreement, following receipt by DFO from the Recipient of the cash flow projection referred to in subsection 3.1, a detailed description of the Project if required by DFO pursuant to subsection 3.14 of this Agreement and the statement of Balance if required by DFO pursuant to subsection 3.14 of this Agreement, DFO shall pay to the Recipient, at the beginning of each month of the term of this Agreement beginning with the month of the date of this Agreement, an amount not exceeding the projected Allowable Costs to be incurred during the respective month as set out in the most recent cash flow projection for that month.

(b) Notwithstanding anything in this Agreement, DFO will, following receipt of an Interim Report required pursuant to subsection 3.4 of this Agreement or a statement of Balance required pursuant to subsection 3.13 of this Agreement, deduct from a payment or payments to be made by DFO to the Recipient pursuant to paragraph 3.3(a) or subsection 3.7 of this Agreement any Balance greater than zero as of the last day of the previous month as reported in the said Interim Report or statement of Balance.

3.4 Within fifteen (15) days following the last day of each consecutive three (3) month period of this Agreement commencing with the month of this Agreement, unless during such period the Project is completed, the Recipient shall provide DFO with an Interim Report for that three (3) month period as of the last day of that three (3) month period.

3.5 If the Recipient fails to provide any document or information referred to in subsection 4.1 of this Agreement or the audited statement referred to in subsection 4.2 of this Agreement or description of the Project referred to in subsection 3.14 of this Agreement in a form acceptable to DFO, DFO may, in its discretion, withhold any payment to be made by DFO to the Recipient pursuant to this Agreement pending receipt by DFO from the Recipient of the relevent document or information in a form acceptable to DFO.

3.6 Within fifteen (15) days following the completion of the Project, the Recipient shall provide DFO with a Final Report.

3.7 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 pursuant to this Agreement.

3.8 Notwithstanding anything in this Agreement, the Recipient may, at any time prior to submission of the Final Report, submit a Supplementary Report.

3.9 Following receipt of a Supplementary Report, DFO may, at its discretion, increase the amount to be paid during the period covered by the revised cash flow projections contained in the Supplementary Report by:

(a) adjusting the amounts of any payments due during such period; or

(b) paying to the Recipient an additional payment;

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provided that the total amount paid during such period does not exceed the difference between the Allowable Costs projected to be incurred over such period and the Balance as reported in the Supplementary Report.

- 3.10 Notwithstanding anything in this Agreement, the maximum aggregate amount which may be paid to the Recipient pursuant to subsections 3.2, 3.3 and 3.9 of this Agreement shall not exceed FIVE HUNDRED FORTY THOUSAND DOLLARS (\$540,000).
- 3.11 Notwithstanding anything in this Agreement, the maximum aggregate amount which may be paid to the Recipient pursuant to subsections 3.2, 3.3, 3.7 and 3.9 of this Agreement shall not exceed SIX HUNDRED THOUSAND DOLLARS (\$600,000).
- 3.12 Notwithstanding anything in this Agreement, no payments will be made by DFO to the Recipient following receipt by DFO of the Final Report except the final payment referred to in subsection 3.7 of this Agreement, if any.
- 3.13 DFO may, in its discretion, require the Recipient to provide a statement of Balance at any time.
- 3.14 DFO may, in its discretion, require the Recipient to provide to DFO a detailed description of the Project which is consistent with the description set out in Schedule "A" and is in a form acceptable to DFO which detailed description will serve to define the Project to be undertaken by the Recipient and the Recipient's obligations in carrying out the Project in more detail than is set out in Schedule "A".

**Reports**

- 4.1 The Recipient will furnish to DFO the Detailed Reports, the Statements of Expenses, the Statement of Balance, the cash flow projections, the Final Report, the Interim Reports and the Supplementary Reports in a form acceptable to DFO.
- 4.2 The Recipient, at its own expense, shall provide to DFO an audited statement in a form acceptable to DFO with respect to all financial transactions related to the Contribution audited by
  - (a) a person who is a member, or a partnership whose partners are members, in good standing of the Canadian Institute of Chartered Accountants, or the Certified General Accountants' Association of British Columbia; or
  - (b) a person who is certified by the Auditor Certification Board established by section 205 of the Company Act of British Columbia.

**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;

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