



Funding Agreement – IDEA Encouragement Fund

THIS AGREEMENT MADE: <insert date>

BETWEEN:

SQUASH CANADA
20 Jamie Avenue, 2nd Floor
Nepean, ON K2E 6T6

AND:

<insert recipient>

“Squash Canada” and “Final Recipient” are referred to individually as a “Party” or collectively as the “Parties”

WHEREAS Squash Canada is responsible for the Program entitled “Inclusivity, Diversity, Equity and Accessibility Encouragement Fund” (IDEA Encouragement Fund), hereinafter called the “Program”; and

WHEREAS the Final Recipient has submitted to Squash Canada an application for the funding of Project called “<insert project name>”, hereinafter called the “Project”, which has qualified for support under the Program; and

WHEREAS Squash Canada wishes to provide financial assistance to support the Project and define the terms and conditions of the financial assistance; and

THEREFORE in consideration of the mutual covenants contained herein, Squash Canada and the Final Recipient agree as follows:

1. PURPOSE OF CONTRIBUTION

Squash Canada agrees to enter into this Funding Agreement hereinafter referred to as “the Agreement”, in order to grant financial assistance to the Final Recipient solely for the purpose of implementing the Project described in Annex A – Project Description, Conditions and Budget.

2. MAXIMUM AMOUNT OF CONTRIBUTION BY SQUASH CANADA

Subject to all terms and conditions indicated in this Agreement being met, Squash Canada agrees to contribute, a maximum amount of <insert \$\$ amount> towards the eligible expenditures incurred by the Final Recipient, for carrying out the Project described in Annex A and Annex B.

3. TERM

The present Agreement will take effect on the date when all parties will have signed and will cease on or before March 31, 2023, when the Final Recipient completes all activities described in Annex A, which includes the submission of a Final Report and Financial Statements (templates to be provided Squash Canada). The Agreement may be subject to termination on a prior date if the Final Recipient fails to comply with the activities and conditions outlined within. Unless otherwise pre-authorized by Squash Canada, only goods and services rendered within this time period shall be considered as eligible expenses.

4. OBLIGATION TO INFORM THE PUBLIC

The Final Recipient hereby agrees that a public announcement with respect to this Agreement may be made by Squash Canada in the form of a press release, press conference or otherwise and that all reasonable and necessary assistance in the organization of the public announcement, as Squash Canada sees fit, shall be provided.



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5. PUBLIC ACKNOWLEDGMENT OF FINANCIAL SUPPORT

The Final Recipient must publicly acknowledge, in English and in French, the financial support received from Squash Canada and the Government of Canada (recognizing that Canadian Heritage is the source of Program funding to Squash Canada), in all communication materials and promotional activities related to the Agreement, such as advertising, promotional and program materials, public announcements, speeches, website, social media, etc.

The Government of Canada's *Guide on the Public Acknowledgment of Financial Support* will assist the Recipient in providing such recognition. The Guide can be found at the following address:

<https://www.canada.ca/en/canadian-heritage/services/funding/acknowledgement-financial-support.html>.

6. INDEMNIFICATION

6.1 The Final Recipient shall indemnify and save harmless Squash Canada and the Minister and her employees and agents from and against all claims, losses, damages, costs and expenses (including reasonable solicitor/client fees, administrative fees and disbursements); and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner, based upon, occasioned by, or attributable to an injury to a person, the death of a person, an environmental effect, damage to (or loss of) property, whether arising directly or indirectly, or due to the result of a willful or negligent act or delay, on the part of the Recipient, its employees, agents or voluntary workers in carrying out the Project. Squash Canada and the Minister shall not claim indemnification, under this clause, to the extent that the injury, loss or damage has been caused by Squash Canada and the Minister or her employees or agents.

6.2 In the event that either Squash Canada, the Minister or the Final Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the Party or Parties named shall notify the other Party, and the named Party may defend the action or proceeding in its own name and at its own cost. If the named Party believes that the other Party has administration or control of any material having potential evidentiary value in such action or proceeding, the named Party may request access to such material for purposes of the litigation. The un-named Party may, however, refuse such access, if it is of the view that disclosure of the material would be contrary to its interest or its obligations under the law. The un-named Party shall refrain from any extra-judicial conduct which would prejudice the successful conclusion of the action or proceeding.

7. INSURANCE

The Final Recipient agrees to purchase, provide, and maintain adequate comprehensive public liability insurance against injury, death, or other loss or damage resulting from the actions of the Final Recipient in connection with the activities funded under this Agreement.

8. DEFAULT AND REMEDIES

8.1 The following constitute events of default:

8.1.1 the Final Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors; and

8.1.2 an order is made, or a resolution is passed for the winding-up of the Final Recipient or the Final Recipient is dissolved; and

8.1.3 in Squash Canada's opinion, there is a change in risk that would jeopardize the success of the Project;

8.1.4 the Final Recipient, either directly or through its representatives, makes or has made a false or misleading statement or representation in respect of any matter related to this Agreement other than in good faith to Squash Canada; and

8.1.5 in Squash Canada's opinion, a term, condition, commitment, or obligation provided for in the Agreement has not been respected or complied with; or



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8.1.6 the Final Recipient is no longer eligible under the “Eligibility Criteria” of the Program as defined in the **Program Guide**.

8.2 Where there is a default or where, in Squash Canada’s opinion, there is likely to be a default under this Agreement, Squash Canada may reduce the contribution level, suspend any payment, request repayment of any advances, make arrangements under particular terms and conditions so that the Project will be completed or continued by another Final Recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.

8.3 The fact that Squash Canada refrains from exercising a remedy or any right herein shall not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on it shall not prevent it in any way from later exercising any other remedy or right under this Agreement or other applicable law.

8.4 Notwithstanding anything else provided for in this section, Squash Canada may not terminate this Agreement unless it has served written notice to the Final Recipient of the event of default and the Final Recipient has failed to remedy the default within a period of thirty (30) days from the date that the written notice was served. At the expiration of the thirty (30) days, Squash Canada may terminate this Agreement and rely on any remedy provided for under this Agreement if it deems that the Final Recipient has not remedied the event of default in a satisfactory manner.

9. REDUCTION/TERMINATION OF THE AGREEMENT

Any funding commitment or payment made under this Agreement is subject to Government of Canada funding to Squash Canada for the Program. Funding to Squash Canada, under its agreement with the Government of Canada may be reduced or terminated at the Minister’s discretion in response to the government’s annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or re-ordering of the federal mandate and responsibilities that impact on the Program under which this Agreement is made.

In the event of a proposed reduction or termination of the Government of Canada funding to Squash Canada for the Program, Squash Canada may, upon giving the Final Recipient written notice of ninety (90) days, reduce the funding or terminate this Agreement.

Following receipt of a notice of termination, Squash Canada shall make no further commitments in relation to the Program or Project and shall take all prudent measures available to reduce its liability for any outstanding commitments.

10. ADDITIONAL CONDITIONS

10.1 Maltreatment

10.1.1 The Final Recipient shall have policies and procedures in place to prevent and respond to incidents of maltreatment, including independent procedures for reporting and investigating complaints, or be subject to the relevant policies and procedures of their governing body or provincial/territorial government.

10.1.2 The Final Recipient shall communicate information on organizational policies and procedures, available resources, including access to a third party if applicable, and general awareness on preventing and addressing maltreatment of individuals affiliated with the organization and participants in activities of the organization. For the purposes of this Agreement, “individuals affiliated with the organization” includes an employee, a contractual worker, an administrator, or a volunteer acting on behalf of, or representing the recipient in any capacity.

10.2 Dispute Resolution: 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.



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10.3 Successors: This Agreement is binding upon the parties and their respective administrators and successors.

10.4 Any intellectual property developed as a result of the Project shall belong to Squash Canada.

10.5 The Final Recipient shall, upon request of Squash Canada, and without delay, provide any information as Squash Canada may require concerning the Project or Agreement.

10.6 The Final Recipient must provide Squash Canada and authorized representatives access, at reasonable times, to the Final Recipient's premises and accounts and records for oversight or review or to assess or audit the funded activities at any time during the term of the agreement and for up to five years after the end of the agreement. If any review, assessment, or audit is conducted by Squash Canada that the Final Recipient agrees that Squash Canada has the right to provide the Government of Canada with copies of any such review, assessment or audit.

10.7 This Agreement shall be interpreted in accordance with the laws of the Province of Ontario.

10.8 If any provision of this Agreement is void, invalid, illegal or unenforceable my reason of law or public policy, all other provisions of this Agreement shall nonetheless remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement through duly authorized representatives.

Final Recipient <insert name> <insert position> <insert organization & address>	Squash Canada Dan Wolfenden Executive Director 20 Jamie Avenue, 2 nd Floor Nepean, ON K2E 6T6
Signature	Signature
Date	Date



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ANNEX A – PROJECT DESCRIPTION, CONDITIONS AND BUDGET

DESCRIPTION OF THE FINAL RECIPIENT’S PROJECT

The Final Recipient is receiving Community Sport for All Initiative funding from Squash Canada to implement its IDEA Encouragement Fund Project, which will initiate and/or expand participation-oriented programming for Canadians from underrepresented groups.

The detailed project description of activities, outcomes/results and budget proposed by the Final Recipient as per the Application submitted, which forms part of the Funding Agreement. See Annex B.

DESCRIPTION OF ELIGIBLE EXPENDITURES

Eligible expenses: only project-related expenses are eligible. These may include:

Administration – costs related to the actual costs associated with administering the Project. You may allocate up to 10% of your total funding toward administration costs.

Salaries, fees and benefits – costs of employing or contracting part-time staff to support or oversee the activities and/or administration of the funding Agreement. Eligible expenses include contracts and honoraria; and pro-rated salaries/wages, statutory deductions and benefits.

Operations and programming – costs associated with the planning and/or delivery of your Project. Eligible expenses include:

- marketing and promotion of the Project; and
- resource design, printing and distribution; and
- translation services for web content, promotional material and activities, social media, communication, and documents related to the project; and
- court or facility rental; and
- sporting equipment **; and
- coaching, instructing, teaching, facilitating, managing in support of program delivery; and
- travel, meals, accommodation, for development opportunities.

** All uniforms and sporting equipment for the Project must remain the property of the Final Recipient.

In-kind contributions (i.e. donated racquets) are not reimbursable.

Ineligible expenses include:

- capital costs: a tangible asset held for long-term use rather than for sale, such as building, or land owned by the organization; and
- costs of sales; and
- fundraising; and
- medals, awards, trophies, and banquets; and
- personal items.

Squash Canada cannot fund expenses incurred before we receive your application. If you incur expenses for your project before receiving written confirmation of your funding approval, you will be doing so at your own risk.

OFFICIAL LANGUAGES REQUIREMENTS

Final Recipients must adhere to the following:



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1. Provide general information on the Project in both official languages, regardless of the communication medium chosen.
2. Promote the Project in both official languages, regardless of the communication medium chosen, to encourage the participation of members of both official language communities.
3. Identify the official language(s) chosen by the Project's participants and take the necessary measures to communicate with them and to provide the services related to the Project in English, in French or in both official languages, according to the choice of the participants.
4. Report to Squash Canada on how the above have been met.

PAYMENT CONDITIONS

Squash Canada shall pay, to the Final Recipient, the contribution described in clause 2. Maximum Amount of Contribution Made by Squash Canada. The Final Recipient must provide Squash Canada the appropriate banking information for the community organization to receive an electronic payment (payments will not be made to an individual).

The Final Recipient must submit the reports indicated in the schedule below. Payments are conditional upon receipt and acceptance, by Squash Canada, of these reports and upon compliance with previous conditions.

Advance payments are at 50% of the total financial assistance unless other arrangements are approved by Squash Canada.

Payments to the Final Recipient will be adjusted for any difference between previous advance payments and actual eligible expenditures incurred.

Payments to the Final Recipient shall be conditional, where applicable, upon receipt and acceptance of appropriate financial and activity reports enabling Squash Canada to account, in a timely fashion, for the contribution, in accordance with the requirements set for that purpose in this Agreement.

Squash Canada requires the Final Recipient to provide final financial report which shall include, as separate items, the budget as well as all of the revenues realized and expenditures incurred for the given period with regard to the project being funded, as per the budget categories set out in the project budget included in the agreement. Any other sources of revenues or expenditures added to the project being funded after the agreement is signed must be declared and shall also be included. The report shall be prepared in accordance with generally accepted accounting principles.

The Final Recipient will be required to provide reimbursement, without delay, of any overpayment, unexpended balances and disallowed costs resulting from payments made under the agreement.

The Final Recipient will be required to repay to Squash Canada any excess contribution where the total funds from federal, provincial, territorial and municipal sources exceeds 100 percent of the total cost to the Final Recipient of completing the Project.

Late Claims: Squash Canada will not be held to pay bills or other expenditures after the end date of the agreement, which is outlined as March 31, 2023.

Final Recipient – Report Obligations		
Required Documents/Information	Due Date	Payment
Signed Funding Agreement with Banking Information by Final Recipient	Upon signature of agreement and receipt by Squash Canada	50%
Quote by the lead Project contact to include in a possible funding announcement	November 15, 2022	N/A
Final report with supporting financials and pictures	March 1, 2023	
Final payment to Final Recipient	March 15, 2023	Balance Owing



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ANNEX B – PROJECT APPLICATION