

Terms and Conditions
The Canadian Red Cross Society Granting Agreement (the “Agreement”)
Strengthening Community Capacity to Support Mental Health and Wellbeing
These terms and conditions are incorporated by reference to the Agreement.

By signing the Granting Agreement, the Grantee hereby agrees to the following terms and conditions:

1. Definitions. Capitalized terms not defined in the Agreement have the definitions set out in the Program Guidelines – Strengthening Community Capacity to Support Mental Health and Wellbeing (the “**Program Guidelines**”).

2. Entire Agreement. This Agreement includes these Terms and Conditions, the Program Guidelines and the Agreement, as accepted by both parties. In the event of a conflict or inconsistency between these documents, the order of precedence shall be the following: (a) the Granting Agreement and these Terms and Conditions; and (b) The Program Guidelines.

3. Term. This Granting Agreement shall commence on the Effective Date as defined in the Granting Agreement and shall continue in effect throughout the Term or until either party terminates the Granting Agreement in accordance with the provisions of Article 12 below.

4. Payment. Use and Advance. Any payments by the CRCS to the Grantee can only be used by the Grantee for Project expenses incurred within the Eligible Costing Dates, and cannot be used for any ineligible activities as set out in the Program Guidelines. Payment of any funding under this Agreement is subject to the availability of funds and may be cancelled or reduced in the event that the Government of Canada cancels or reduces its funding to the CRCS. The CRCS may advance funds to the Grantee prior to the commencement of the Project. This amount will be considered an advance against fees and expenses incurred by the Grantee and will be accounted for in any reporting by the Grantee on the Project.

5. Repayment. The Grantee shall repay to the CRCS the amount of any funds provided to which it is not entitled, including the amounts of any payments: (i) made in error; (ii) made for costs in excess of the amount actually and properly incurred for those costs; and (iii) that were used for costs that were not eligible under this Granting Agreement (including the Program Guidelines) or that were not in alignment with the Eligible Costing Guidelines. Such amounts shall be promptly repaid to the CRCS, upon receipt of notice to do so and within the period specified in the notice, together with interest as requested.

6. Equipment and Inventory. In the event that the CRCS provides physical tangible items for the Project (which is referred to as “Capital Equipment”) to the Grantee, or the Grantee uses Project funds to purchase Capital Equipment, such Capital Equipment shall be owned by the CRCS and the CRCS shall retain all rights with respect to the Capital Equipment. On the completion or termination of this Agreement for any reason, unless otherwise agreed to in writing, such Capital Equipment (or the then fair market value of same) shall be returned to the CRCS or otherwise disposed of as directed by the CRCS. The Grantee confirms and agrees that all Capital Equipment and inventory purchased will be used for exclusively humanitarian purposes and not for private benefit for the term of the Agreement and beyond if approved by the CRCS. This shall be supported by Capital Equipment and inventory listings available upon request.

7. Assets. Any assets, including equipment, inventory, materials and/or supplies, purchased by the Grantee under this Agreement shall be used only for the purposes of the Project. Such assets shall not, except with the prior written consent of CRCS, and in accordance with any terms and conditions imposed by CRCS, (a) be used for any purpose not directly related to the Project, (b) be sold, exchanged, transferred, or disposed of, or (c) pledged, mortgaged, or otherwise encumbered. Upon the expiration or termination of this Agreement, the Grantee shall provide an inventory of any assets to CRCS and comply with any direction by CRCS including the sale, transfer, or disposal of the assets.

8. Progress Reports and Payments. Payment and reporting expectations are set out in the Agreement. Installment payments contemplated in the Agreement will be based on confirmation by the Grantee (a) of reasonable progress on the Project, and (b) that any resources or funds previously provided by the CRCS have been applied to the Project appropriately. If the Grantee is not abiding by the terms of this Agreement, then the CRCS, in its sole discretion, may reduce installment payment amounts, or withdraw or withhold funds or other resources.

9. Relationship. Nothing in this Agreement shall constitute or be construed to create a partnership, agency, joint venture, or an employment relationship as between the parties and neither party shall hold itself out as partner, agent, joint

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venturer, or employee of the other or any other type of relationship that renders one party liable for the debts or obligations of the other party except as specifically provided for in this Agreement. Nothing in this Agreement creates any undertaking, commitment, or obligation by the CRCS respecting additional or future funding of the Project beyond the Term, or that exceeds the maximum contribution specified in this Agreement. In addition, nothing in this Agreement creates nor is to be interpreted, construed, or held out as creating any role, responsibility, obligation, or interest for or in the Government of Canada.

10. Insurance. Without in any way limiting the liability of the Grantee under this Agreement it shall be the sole responsibility of the Grantee to maintain and keep in force and effect during the term of this Agreement sufficient insurance against liability resulting from anything done or omitted by the Grantee in carrying out the activities under this Agreement, for such coverage limits as a reasonably prudent Party carrying out the same or similar activities might obtain.

11. Confidentiality. Each party acknowledges that, during the term of this Agreement, it may be required from time to time to disclose to the other party certain confidential and proprietary materials, information and data relating to that party's activities (all of which is referred to as "Confidential Information"). Each party acknowledges that the other's Confidential Information, other than that which is publicly known, is confidential and proprietary information. The parties shall not, during the term of this Agreement or thereafter, use, disclose, divulge, or make available each other's Confidential Information to any third party either directly or indirectly in any manner whatsoever without the prior written consent of the other party, except that the CRCS may share information with its advisors and the Government of Canada as required. Notwithstanding the foregoing, the Grantee consents to the use and disclosure publicly or to other humanitarian organizations or government agencies, of data, outcomes, information, reports, statistics, modelling, and other materials related to the Project for the purposes of research, service delivery improvement, emergency preparedness and other humanitarian purposes and reporting to the Government of Canada.

12. Termination. The CRCS shall have the right to terminate this Agreement at any time and for any reason on ten (10) days' written notice to the Grantee. In the event of improper use of the funds by the Grantee under, or a material breach by the Grantee of, any term of this Agreement, as determined by the CRCS, the CRCS may terminate this Agreement effective immediately upon delivery of written notice of termination to the Grantee. In the event of termination, the Grantee will forthwith refund to the CRCS any monies advanced by the CRCS and not expended in accordance with the terms of this Agreement and the CRCS will have no further obligations under the Agreement.

13. Books and Records and Reporting. Each party shall maintain full and complete books and records of the Project. The CRCS reserves the right to audit the Grantee and the Grantee shall provide reasonable access to its books and records for this purpose for a period of seven years following completion of the Project. The Grantee shall provide full and complete reports, including invoices, receipts, vouchers, payment records, results achieved or any discrepancies thereof, on the Project to the CRCS in the form required by the CRCS. The Grantee shall immediately notify the CRCS regarding any changes to its eligibility for funding from the CRCS as set out in the Program Guidelines. In addition to the foregoing, the Grantee will cooperate with any inquiry into the use of the funds by the Auditor General of Canada and their agents or representatives and grant access to its documents, records, and premises as required for such inquiry. The Grantee understands that any concerns may be discussed by the Auditor General with the CRCS and/or the Grantee and that the results may be reported to Parliament.

14. Recognition. The Grantee shall recognize the support of the CRCS and the Public Health Agency of Canada for the Project in any publicly available information and other materials related to the Project in accordance with the Recognition Guidelines. Without limiting Article 7, CRCS may list the Grantee's name, location, and pertinent details of the Project on the CRCS' website and social media platforms and may use photographs, recordings, and other testimonials on the CRCS website and in social media and in reports to the Government of Canada and other partners. The Grantee acknowledges that information obtained by the CRCS

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pertaining to this Agreement may be disclosed through a freedom of information request.

15. Logos and Trademarks. For the sole purpose of public communications and publicity for the Project, the CRCS consents to the Grantee’s use of its name, trademarks, trade names, logo, and other branding in line with the Recognition Guidelines. For the sole purpose of public communications, research, reporting and publicity for the Project, the Grantee consents to the CRCS’ and the Government of Canada’s use of its name, trademarks, trade names, logo, and other branding. Any and all use of marks mentioned in this section by a party (the “Recipient”) shall ensure to the benefit of the owner of the marks (the “Grantor”) only and the Recipient shall co-operate fully and in good faith with the Grantor to establish and/or protect the Grantor’s rights, title, interest and/or goodwill in and to the marks used by the Recipient. The Recipient agrees that all such marks are owned by the Grantor, and that nothing in this Agreement gives the Recipient any rights, title, interest and/or goodwill in and to the marks used by the Recipient, other than to use the Grantor’s marks in accordance with this Agreement. No party shall allow third parties to use the marks of the other party without prior written consent, which consent shall be in the form determined by the Grantor. When using a trademark of the Grantor, the Recipient shall display with the trademark, (i) in the case of a registered trademark, “[TRADEMARK] is a registered trademark of [GRANTOR], used under license by [RECIPIENT]”, and (ii) in the case of an unregistered trademark, “[TRADEMARK] is a trademark of [GRANTOR], used under license by [RECIPIENT]”. The Grantor’s consent to use of a trademark by the Recipient may be revoked upon failure by the Recipient to comply with any term of this Agreement, or if the Grantor is otherwise dissatisfied with the manner in which the trademark is being depicted, or with the character or quality of the goods or services in association with which the trademark is being used.

16. Segregation of Funds. The Grantee shall keep all funds received from the CRCS segregated and apart from other funds of the Grantee, either in its accounting system or in a separate bank account, so that the funds of the CRCS are separately identifiable.

17. Monitoring and Evaluation. The Grantee will be responsible for the routine management and monitoring of

the Project. The Grantee shall permit the CRCS or the Government of Canada to enter any premises used by the Grantee in connection with the Project at reasonable times and upon reasonable notice, in order to observe and evaluate the activities and inspect all records relating to the Project. The Grantee consents to the provision of contact information of members of the board of directors and/or management of the organization so that they can participate in a survey, interview, case study or other data collection exercise initiated by the Government of Canada.

18. Amendment. This Agreement may be amended upon mutual written agreement of the parties. Notwithstanding the foregoing, the CRCS may amend the Agreement by providing ten days’ written notice to the Grantee.

19. Assignment or Subcontracting. Neither party may assign, pledge, mortgage or otherwise encumber any of its rights under this Agreement without the prior consent of the other.

20. Contractual Commitments with Third Parties. The CRCS shall not be held liable for any contractual commitments entered into by the Grantee with any third party for the performance of the Project.

21. Compliance with Laws and Governing Laws. Each of the parties agree to comply with all laws, ordinances, rules, and regulations of any government or administrative agency, federal, provincial, state, or local that affect the Project. The Grantee shall obtain, prior to the commencement of the Project, all permits, licences, consents, and other authorizations that are necessary for carrying out the Project. The Grantee shall ensure that professionals delivering specialized services as part of or related to the Project have the relevant certifications or checks. This Agreement and the rights and obligations and relations of the parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

22. Dispute Resolution. In the event a dispute arises out of or in connection with this Agreement, the dispute shall be settled by arbitration before a single arbitrator in Ottawa, Ontario, in accordance with the Arbitration Act, 1991 (Ontario) or as otherwise agreed upon by the parties to the dispute. All proceedings relating to arbitration shall be kept confidential, and there shall be no disclosure of any kind. The

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decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law or mixed fact and law.

23. Indemnity. The Grantee agrees, both during and following the Term, to defend, indemnify, and hold the Government of Canada, CRCS, its directors, officers, members, employees, volunteers, agents and affiliates, and their respective directors, officers, members, employees, volunteers, agents harmless from and against any direct loss, claim, cause of action, suit, injury, expense, damage or liability, including reasonable legal costs, relating to or as a result of: (a) this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder; (b) the negligence or wilful misconduct of the Grantee in connection with or related to the performance of its obligations pursuant to this Agreement; (c) any misrepresentation made by the Grantee in any application to or communication with the CRCS or made by the Grantee in furtherance of its performance pursuant to this Agreement; or (d) any breach or default by the Grantee of any of its obligations pursuant to this Agreement.

24. Professional Certifications for Grantee and all Subcontractors. The Grantee shall ensure all personnel undertaking the Project, including, but not limited to, its own personnel and those of subcontractors and third parties have the proper registration in good standing with the appropriate professional governing body/accreditation. (Including but not limited to Registered/Chartered Psychologist, Registered Social Worker, Certified/Registered Clinical Counsellor, Registered Marital & Family Therapist, Registered Psychotherapist, Registered Psychiatric Nurse) for personnel (employees, volunteers, and contractors) delivering mental health intervention.

25. Procurement. The Grantee must use a competitive process for the procurement of goods, assets and services for the Project that enhances access, transparency, competition and fairness and results in best value. The Grantee shall ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods, services, or assets for the Project to a specific person or entity.

26. Intellectual Property. All deliverables created by or during the activities within the Eligible Costing Date, which may include reports, data collected and processed, creative assets, course materials, drafts, apps, software tools or edits to the CRCS programs, shall be the sole property of the CRCS. The Grantee shall, execute all documents, do all other acts necessary and generally assist the CRCS to secure and protect its ownership and intellectual property rights. All materials supplied by CRCS to Grantee in connection with this Agreement, including, without limitation and as may be applicable, all manuals, reports, data, artwork, graphics, logos, video and other products and documents, are and shall remain the sole property of CRCS (“**CRCS Materials**”). No rights are transferred to Grantee with respect to the CRCS Materials, except to the extent necessary to perform the Project. All materials of Grantee, which may include, without limitation, pre-existing materials, templates, forms, know-how, processes, precedents, software and technologies, are and shall remain the sole property of Grantee (“**Grantee Materials**”). No rights are transferred to CRCS with respect to the Grantee Materials, except to the extent necessary for the performance of this Agreement.