

Don Richardson
DRAFT
990-9151
992-5051

CONTRIBUTION AGREEMENT

This agreement (hereinafter referred to as the "Agreement") made this day of , 1995.

BETWEEN: Government of Yukon as represented by the Department of Economic Development (hereinafter referred to as the "Department")

AND: **Geological Survey of Canada** (hereinafter referred to as the "Recipient").

WHEREAS the Recipient has requested a contribution to assist in carrying out the project described in Clause 2(a) that will result in providing the northeastern Yukon with standard RGS style drainage sediment surveys with helicopter support;

WHEREAS the project is expected to contribute to the expansion of the Yukon geoscience data base.

This Agreement witnesses that subject to the Financial Administration Act and the granting of necessary appropriations by the Yukon Legislative Assembly and the Parliament of Canada:

1. The Department agrees to:
 - (a) provide a **non-repayable contribution** at 100% of designated eligible project costs for sixty thousand dollars (\$60,000) for the project described in Clause 2(a).
 - (b) disburse said contribution to the Recipient on the basis of progress claims described in Clause 2(d). The amount remitted will be based on the applicable percentage of actual eligible costs already incurred.
2. The Recipient agrees to:
 - (a) provide standard RGS style drainage sediments surveys of the designated area in northern Yukon with helicopter support: as described in the proposal submitted by the Recipient, and further detailed in appendix "C";
 - (b) regularly maintain financial records, in accordance with generally accepted accounting principles and practices, to ensure the adequacy, accuracy, completeness and timeliness of reports and plans based upon these records as required in paragraph 2(c);
 - (c) allow the Department to carry out on site inspections of the Project to verify that any costs submitted for the purpose of claims are those actually incurred during the Project for the claim period under review;
 - (d) provide any post-project information as may be required by the Department to conduct its evaluation of the Project;

- (e) adhere to the Specific Terms and Conditions of the Contribution Agreement which forms part of this Agreement and are attached as "Appendix B".
3. All expenditures made by the Recipient from funds contributed pursuant to this Agreement shall be made in accordance with the budget which forms part of this Agreement and is attached as Appendix "A".
4. Any change proposed to the Project shall require a written request from the Recipient, specifically outlining the changes said request shall be submitted to the Department prior to being undertaken by the Recipient.
5. (a) The Agreement shall not be assigned in whole or in part by the Recipient without the prior written consent of the Department and any assignment made without the consent is void and of no effect; and,
- (b) No assignment of the Agreement shall relieve the Recipient from any obligation under the Agreement or impose any liability upon Her Majesty or the Department.
6. No amendment of the Agreement nor waiver of any of the terms and provisions shall be deemed valid unless affected by a written amendment.
7. Ensure that no member of the House of Commons of Canada, or the Legislative Assembly of Yukon shall be admitted to any share or part of this Agreement or any benefit arising therefrom.
8. This Agreement is effective from 22 June, 1995 and will remain in effect until the project is completed or until survey result have been published/ open filed and the Department is provided with an appropriate number of distribution copies.
9. All claims for financial assistance under this Contribution Agreement must be submitted to the Administering Agency in the prescribed manner no later than 4:00pm on 01 March 1996.
10. For all purposes in connection with the Agreement, the Department's address shall be:
- Economic Programs Branch
Department of Economic Development F-1
Government of Yukon
P.O. Box 2703
Whitehorse, Yukon, Y1A 1C6
11. Upon acceptance of this offer, the offer shall constitute the entire Agreement.
12. The recipient's address shall be::
- Geological Survey of Canada
601 Booth Street
Ottawa, Ontario. K1A 0E8
- Attention: Dan Richardson,
Natural Resources Canada

AMENDMENT TO CONTRIBUTION AGREEMENT

ACCEPTED ON BEHALF OF:

WITNESS:

Geological Survey of Canada

Print Name of Signatory

Print Name of Witness

Signature

Signature

Date

Date

Government of Yukon

Print Name of Authorized Officer - Dept.
of Economic Development

Print Name of Witness

Signature

Signature

Date

Date

TERMS AND CONDITIONS OF CONTRIBUTION AGREEMENT

Approved
Budget

1. No funds contributed under the Agreement may be used for any purpose except that of carrying out the objectives of the Project.

Eligible expenditures for purposes of this Agreement shall be considered as those described as follows:

Drainage Sediment Surveys	60,000.00
Total Project Costs	60,000.00
Total Eligible Costs	60,000.00
Applicant's Equity for Eligible Costs	60,000.00

Advances

2. Where the Department agrees to provide an advance payment, it will be based upon cash flows, forecasted by month, supplied by the Recipient. The Recipient agrees to provide an accounting for any advance prior to requesting further claims.

Audits

3.
 - (a) The Recipient shall keep all accounting records and supporting documentation until a final audit has been performed by the Department or its representatives and shall not destroy or dispose of those records and documents without the prior written approval of the Department for a period of three (3) years following completion of the work; and,
 - (b) The Department may, at any time, audit and inspect the accounting records and supporting documentation of the Recipient who shall make available to the Department all accounting records and supporting documentation and shall assist the Department or its representatives in carrying out any audits or inspections.

Repayments

4. The Recipient shall refund any moneys provided by the Department in excess of those allowed under the terms and conditions of this Contribution Agreement to Yukon Consolidated Revenue Fund within thirty (30) days of notification by the Department. Determination of the amount of excess money shall be at the sole discretion of the Department.
5. If any contractual commitment, not identified in the Agreement was made before signature of the Agreement, the financial assistance offered may be withdrawn, whether or not such contractual commitment remains in force.

Final Report

6.
 - (a) The Recipient agrees to provide a final report;
 - (b) The recipient also agrees to provide information in progress and final reports on Yukon benefits, expressed as a percentage of total employment and expenditures.

APPENDIX "B"

SPECIFIC TERMS AND CONDITIONS OF CONTRIBUTION AGREEMENT

1. The maximum contribution is 100% (\$60,000.00) of the total eligible project costs as set out in the detailed budget of Item 1 of Appendix "A".
2. Interim payments will be authorized at a period of no less than one (1) month.
3. The Recipient agrees to provide a copy of the final report for review and acceptance.
4. The total of advance payments is not to exceed 75% or (\$45,000.00) of the approved eligible contribution. The remaining 25% will be distributed upon receipt of financial statement progress reports.
5. Final Report is not to be released to the public until a decision has been made on withdrawal of lands and the lands are withdrawn.