



APPLICATION FORM – INDIGENOUS PARTICIPANT FUNDING PROGRAM (IPFP) – PROJECT-BASED COMPONENT

(under the Program Advance Indigenous Reconciliation)

Please complete, sign and return this application form to IndigenousParticipation-ParticipationAutochtone@tc.gc.ca.

Important note: For larger scale projects (applications over \$3,500), please contact your TC regional Indigenous Relations Unit about the proposed consultation approach and activities, prior to submitting an application.

SECTION 1 - APPLICANT INFORMATION			
Legal Name of Applicant (the "Applicant") (i.e. legal name of the organization):			
Name and Position (of the primary contact for the Applicant)			
Primary phone number (999-999-9999)		Secondary phone number (999-999-9999)	
Fax number (999-999-9999)		Email	
Mailing Address (for notification and payment)			
Number and Street (Suite No., P.O. Box, Other)		City/Town	Province/Territory
			Postal code (A1A 1A1)
In which official language do you wish to communicate with Transport Canada?			
<input type="checkbox"/> English <input type="checkbox"/> French			
Eligibility Assessment Criteria			
Select eligible recipient category			
Indigenous community or organization with potential or established Aboriginal or treaty rights, or a representative of such a community or organization including:			
<input type="checkbox"/> Indigenous governments, tribal councils and other forms of regional government, nationally or regionally representative Indigenous organizations, and/or Indigenous development corporations <input type="checkbox"/> Indigenous Communities / Bands / Settlements <input type="checkbox"/> District Councils / Chiefs' Councils / Tribal Councils <input type="checkbox"/> Indigenous Associations / Organizations / Societies <input type="checkbox"/> Indigenous Commissions / Councils / Authorities / Boards <input type="checkbox"/> Indigenous Economic Institutions / Organizations / Corporations / Co-operatives <input type="checkbox"/> Partnerships or aggregations of Indigenous communities or organizations			
To be eligible, Applicants must also identify that they:			
<input type="checkbox"/> Are potentially adversely affected by a decision being contemplated by Transport Canada under the <i>Canadian Navigable Waters Act</i> and/or the <i>Wrecked, Abandoned or Hazardous Vessels</i> and; <input type="checkbox"/> Have received a notification from Transport Canada's Indigenous Relations Unit or Navigation Protection Program regarding a proposed project application under review.			
Eligible Activities (Please select those that best describe your proposed activities)			
<input type="checkbox"/> Coordination of and/or participation in activities such as workshops, meetings or other type of assembly that support consultation activities <input type="checkbox"/> Collection, development and provision of data, information and studies to inform Indigenous positions specific to a project <input type="checkbox"/> Provision of feedback to Transport Canada on potential impacts on Aboriginal and Treaty rights and potential measures to minimize those impacts, including accommodation <input type="checkbox"/> Review of studies and reports relevant to the review of a project subject to Transport Canada decision-making			
Have the consultation activities proposed in this application been developed in consultation with Transport Canada? *Required for applications greater than \$3500			
<input type="checkbox"/> Yes <input type="checkbox"/> No			
Name of Transport Canada Regional Contact:			

- The Applicant has a direct interest in and/or the Applicant's Aboriginal or Treaty rights are potentially adversely affected by the project subject to Transport Canada decision-making under the Canadian Navigable Waters Act and/or Wrecked, Abandoned or Hazardous Vessels Act, such as:
- Located in an area that would be potentially affected
 - Has community knowledge or Indigenous knowledge relevant to the proposed project
 - Has expert information or knowledge relevant to the anticipated effects of the proposed project
 - Has interests in the potential impact of the proposed project on treaty lands, settlement lands or territories or related claims and rights

Please describe how the proposed project (i.e. works, undertakings or activities requiring a decision) may adversely impact your Aboriginal and Treaty rights (maximum 500 words):

Project Information (i.e. regarding the Project subject to decision under the CNWA and/or WAHVA)

Title of Proposed Project (i.e., related to the work, undertaking or activity you are being consulted on)

Duration of Consultation/Review (i.e., # of days, weeks or months)

Please include all key activities and describe how the proposed activities will be undertaken to support participation in the Crown consultation process (e.g., who will be involved, how the consultation approach will gather the views of rights holders (including key activities and milestones), and how your organization will provide input to Transport Canada for inclusion in the consultation process)

Budget Information

The budget forecast needs to take into consideration the scope of the project and the activities proposed to be undertaken by the applicant.

Grant funding (if approved) will be provided for the following eligible expenditures, which must be directly related to eligible activities outlined above.

* Please ensure your budget forecast does not exceed the maximum funding allocation under this Program of \$3,500.
 (An amount over \$3,500 may be accepted if warranted by the scope of the Project, provided the application includes a rationale and confirmation from your TC regional Indigenous Relations contact that the proposed consultation approach and activities were discussed)

Eligible Expenditure Category	Description of Activity	Amount Requested From Transport Canada
Salaries and benefits		
Professional fees (fees for contracted services)		
Room rentals and other facility costs		
Public outreach, communications materials and associated activity costs		
Translation costs		
Travel expenditures (i.e. accommodation, meals, incidentals expenses, transportation)		
Honoraria		
Administrative expenditures (up to 15% of total costs)		

TOTAL

Note: The budget forecast, if approved, will be the amount that the recipient will receive.

Have you sought funding from other departments for similar activities:

If yes, please explain:

SECTION 2 – DECLARATION/SIGNATURE

I declare that, on behalf of the Applicant:

- I have read, understood and agree to abide by all the terms and conditions, instructions and notices set out in the Application Guide, Terms and Conditions and Application Form.
- The information I have provided in the Application Form is true, accurate and complete in every respect.
- I agree to inform Transport Canada immediately of any change in the application that may have an impact on the approval of this grant (e.g., the eligibility criteria are no longer met).
- I will use the grant only for expenses that are directly related, and are reasonably required to support the activities as set out in Section 3 (Eligible Activities).
- The information I have provided in support of the criteria for eligibility as set out in Section 5 (Eligibility Assessment Criteria) is true and accurate.
- Any person or legal entity I have hired, for payment, to speak to or correspond with any employee or other person representing Transport Canada on my behalf, concerning any matter relating to the grant under the Grant Agreement or any benefit hereunder and who is required to be registered pursuant to the *Lobbying Act*, is registered pursuant to that *Act*; and I have not and will not make a payment or other compensation to any such person or legal entity that is contingent upon or is calculated upon the grant hereunder or negotiating the whole or any part of the terms and conditions of the Grant Agreement.
- I agree that Transport Canada may seek a reimbursement, in whole or in part, of the grant funding if: I am not in compliance with the Grant Agreement; if the information provided in the application has changed in any way that affects the eligibility to receive a grant; or, if the information I have provided is inaccurate, false or misleading.

Full Name of Applicant (Please Print)

Signature

Date (yyyy-mm-dd)

TERMS AND CONDITIONS

1. Grant Agreement

The Application Guide, Terms and Conditions and Application Form (including Letter of funding Approval) constitute the grant agreement (the "Grant Agreement") between Her Majesty the Queen in right of Canada, as represented by the Minister of Transport Canada ("Canada") and the Applicant (collectively referred to as the "Parties").

2. Effective Date

The Grant Agreement will be effective as of Canada's approval of the Applicant's request for funding.

3. Entire Grant Agreement

The Grant Agreement comprises the entire agreement between the Parties in relation to the subject of the Grant agreement. No prior document, negotiation, provision, undertaking or agreement has legal effect, unless incorporated by reference into the Grant Agreement. No representation or warranty express, implied, or otherwise, is made by Canada to the Applicant except as expressly set out in the Grant Agreement.

4. Basis of Payment

The Grant will be provided as a fixed amount and the payment will be made following the approval of the funding request.

5. Appropriations and Funding Levels

Notwithstanding Canada's obligation to make any payment under this Grant Agreement, this obligation does not arise if, at the time when a payment under this agreement becomes due, the Parliament of Canada has not passed an appropriation that is sufficient and constitutes lawful authority for making the payment. Canada may reduce or terminate any payment under this agreement in response to the reduction of appropriations or departmental funding levels in respect of transfer payments, the program under which this Grant Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. Canada will promptly advise the grant recipient of any reduction or termination of funding once it becomes aware of any such situation. Canada will not be liable for any direct, indirect, consequential, exemplary or punitive damages, regardless of the form of action, whether in contract, tort or otherwise, arising from any such reduction or termination of funding.

6. Public Acknowledgement of Funding

The Applicant agrees that its name, the amount awarded by Canada, and the general nature of the activities supported by the grant may be made publicly available by Canada.

7. Audit

The Applicant agrees that the Auditor General of Canada may, after notification to the Applicant, conduct an inquiry under the authority of paragraph 7.1(1) of the federal [Auditor General Act](#) in relation to the use of funds. For the purposes of any such inquiry undertaken by the Auditor General of Canada, the Applicant will provide, upon request and in a timely manner, to the Auditor General of Canada or its designated representative:

- a) all records held by the Applicant, its agents, or third parties relating to the Grant Agreement and the use of the funds, to the extent possible; and
- b) any further information and explanations as the Auditor General of Canada, or its designated representative may request relating to the Grant Agreement or the use of the funds.

8. Default

8.1 Events of Default

The following events constitute Events of Default under this Agreement:

- a) the Recipient has not complied with one or more of the terms and conditions of this Agreement;
- b) the Recipient no longer meets the Eligibility Criteria;
- c) the Recipient has submitted false or misleading information to Canada or made a false or misleading representation in respect of the Project, except for an error in good faith, demonstration of which is incumbent on the Recipient, to Canada's satisfaction;
- d) the Recipient becomes insolvent, commits an act of bankruptcy, takes the benefit of any statute relating to bankrupt and insolvent debtors, or goes into receivership or bankruptcy;
- e) the Recipient is wound up or dissolved.

8.2 Declaration of Default

- a) Canada may declare a default if:
 - i. In Canada's opinion, one or more of the Events of Default occurs;
 - ii. Canada gave notice to the Recipient of the event which constitutes an Event of Default; and
 - iii. The Recipient has failed, within thirty (30) business days of receipt of the notice from Canada, either to remedy the Event of Default or to notify Canada and demonstrate, to the satisfaction of Canada, that it has taken such steps as are necessary to remedy the Event of Default.

8.3 Remedies on Default

In the event of default under this Agreement, Canada may exercise one or more of the following remedies, without limiting any remedy available to it at law:

- a) suspend any obligation by Canada to make a grant payment to the Project, including any obligation to pay an amount owing prior to the date of such suspension;
- b) terminate any obligation of Canada to make a grant payment to the Project, including any obligation to pay any amount owing prior to the date of such termination;
- c) require the Recipient to reimburse Canada all or part of the grant paid by Canada to the Recipient;
- d) terminate the Agreement

9. Limitation of Liability

9.1 Definition of a Person

In this section, "Person" includes, without limitation, a person, the Applicant, a third party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

9.2 Limitation of Liability

In no event will Canada, its officers, servants, employees or agents be held liable for any damages in contract, tort (including negligence) or otherwise, for:

- a) any injury to any Person, including, but not limited to, death, economic loss or infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Grant Agreement or the project.

9.3 Indemnification

The Applicant will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in any manner based upon or occasioned by:

- a) any injury to any Person, including, but not limited to, death, economic loss or any infringement of rights;
- b) any damage to or loss or destruction of property of any Person; or
- c) any obligation of any Person, including, but not limited to, any obligation arising from a loan, capital lease or other long term obligation;

in relation to this Grant Agreement or project, except to the extent to which such actions, claims, demands, losses, costs, damages, suits or other proceedings are caused by the negligence or breach of the Grant Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

10. Members of the House of Commons and Senate

No member of the House of Commons or the Senate of Canada will be admitted to any share or part of this Grant Agreement, or to any benefit arising from it, that is not otherwise available to the public. The Applicant will promptly inform Canada should it become aware of the existence of any such situation.

11. Conflict of Interest

No current or former public servant or public office holder to whom any post-employment, ethics and conflict of interest legislation, guidelines, codes or policies of Canada applies will derive direct benefit from the Grant Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. The Applicant will promptly inform Canada of the existence of any such situation.

12. No Agency, Partnership, Joint Venture, etc.

- a) No provision of the Grant Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship, or employer-employee relationship in any way or for any purpose whatsoever between Canada and the Applicant.
- b) The Applicant will not represent itself, including in any agreement with a third party, as a partner, employee or agent of Canada.

13. Intellectual Property

- a) All intellectual property that arises out of or under this Grant Agreement will vest in the Applicant.
- b) The Applicant will obtain the necessary authorizations, as needed, for the implementation of the project, from third parties who may own the intellectual property rights or other rights in respect of the project. Canada will assume no liability in respect of claims from any third party in relation to such rights and to the agreement.

14. Compliance with Laws

The Applicant will comply with all applicable laws and regulations and all requirements of all regulatory bodies having jurisdiction over the subject matter of this project.

I, on behalf of the Applicant, have read, understood and agree with the Terms and Conditions of this Grant Agreement.

I have the authority to bind the Applicant.

Full name of representative of Applicant [Please print]

Signature

Date (yyyy-mm-dd)