

CANADA – NEWFOUNDLAND AND LABRADOR

AGREEMENT FOR THE CANADA HOUSING INFRASTRUCTURE FUND

This Agreement is made as of the date of last signature

BETWEEN: **HIS MAJESTY THE KING IN RIGHT OF CANADA**, as represented by the Minister of Infrastructure and Communities, hereinafter referred to as the Minister of Housing, Infrastructure and Communities (“Canada”)

AND: **HIS MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR**, as represented by the Minister of Transportation and Infrastructure and the Minister for Intergovernmental Affairs (“Newfoundland and Labrador”)

individually referred to as a “Party” and collectively referred to as the “Parties”.

WHEREAS the Government of Canada announced \$6 billion in Budget 2024 for the new Canada Housing Infrastructure Fund to accelerate the construction and upgrading of housing-enabling drinking water, wastewater, stormwater, and solid waste infrastructure;

WHEREAS the Minister of Housing, Infrastructure and Communities is responsible for the Canada Housing Infrastructure Fund and wishes to provide financial support to Newfoundland and Labrador for Projects under this Agreement;

WHEREAS the Government of Canada proposes to make investments in drinking water, wastewater, stormwater, and solid waste projects and enable sustainable community growth by increasing the capacity and efficiency of new and existing infrastructure systems to support construction of housing, in alignment with federal environmental and climate priorities to ensure reliable essential services to Canadians;

WHEREAS Canada’s first National Adaptation Strategy outlines direction to embed climate change in all decisions to locate, plan, design, manage, adapt, operate, and maintain infrastructure and Canada calls on Newfoundland and Labrador to avoid building housing-enabling infrastructure, including drinking water, wastewater, stormwater, and solid waste management assets that allow for or encourage new housing developments in high or extreme-risk flood zones.

NOW THEREFORE, the Parties agree as follows:

1. INTERPRETATION

1.1 DEFINITIONS

In addition to the terms and conditions defined in the recitals and elsewhere in this Agreement, a capitalized term has the meaning given to it in this section.

“**Administrative Expenses**” means costs incurred by Newfoundland and Labrador related to implementing this Agreement, including costs for incremental staff needed to deliver the Program, conduct Program intakes, review project applications, announce Projects, install signage, develop information technology systems and undertake reporting.

“**Affordable Housing**” means a dwelling unit where the cost of shelter, including rent and utilities, is a maximum of 30% of before-tax household income.

“**Agreement**” means this agreement and all its schedules, as may be amended from time to time.

“**Agreement End Date**” means March 31, 2034.

“Agreement Monitoring Committee” means the committee(s) established in accordance with section 7 (Agreement Monitoring Committee).

“Asset” means any real or personal property, or immovable or movable asset, acquired, purchased, constructed, rehabilitated or improved, in whole or in part, with contribution funding provided by Canada under the terms and conditions of this Agreement.

“Asset Disposal Period” unless otherwise agreed to by the Parties, means the period ending five (5) years after a Project is Substantially Completed for any Asset other than land purchased or acquired, in whole or in part, by the Ultimate Recipient with contribution funding provided by Canada under the terms and conditions of this Agreement. For any Asset that is land purchased or acquired, in whole or in part, by the Ultimate Recipient with contribution funding provided by Canada under the terms and conditions of this Agreement, it means the period ending forty (40) years after a Project is Substantially Completed.

“Communications Activity” or “Communications Activities” means, but is not limited to, public or media events or ceremonies including key milestone events, news releases, reports, web and social media products or postings, blogs, news conferences, public notices, physical and digital signs, publications, success stories and vignettes, photos, videos, multi-media content, advertising campaigns, awareness campaigns, editorials, multi-media products and all related communication materials under this Agreement.

“Contract” means an agreement between an Ultimate Recipient and a Third Party whereby the latter agrees to supply a product or service to a Project in return for financial consideration.

“Development Charges” means a one-time fee levied on new development to finance growth-related capital costs for municipal infrastructure, including Development Fees.

“Eligible Expenditures” means those costs Incurred and eligible for payment by Canada as set out in section A.4 a) (Eligible Expenditures).

“Fair Market Value” means the price that a property would likely bring in a competitive and open market on a specified date under all conditions required for a fair sale, with the buyer and seller each acting prudently and knowledgeably, and where the price is not affected by undue stimulus.

“Fiscal Year” means the period beginning on April 1st of a calendar year and ending on March 31st of the following calendar year.

“Incurred” means an event or transaction has taken place for which an obligation to pay exists, even if an invoice has not been received, such that the underlying evidence indicates there is little or no discretion to avoid the obligation. The value of the obligation is to be calculated in accordance with recognized Canadian accounting standards.

“Indigenous Governing Body” means a council, government or other entity that is authorized to act on behalf of an Indigenous organization, community or people that holds rights recognized and affirmed by section 35 of the *Constitution Act, 1982*.

“Indigenous peoples of Canada” has the meaning assigned by the definition of Aboriginal peoples of Canada in subsection 35(2) of the *Constitution Act, 1982*.

“Joint Communications” means events, news releases, and signage that relate to this Agreement and are collaboratively developed and approved by Canada, Newfoundland and Labrador and, where applicable, the Ultimate Recipient, and are not operational in nature.

“Natural Infrastructure” means the use of naturally occurring resources or the engineered use of natural resources to provide adaptation or mitigation services to the gradual and/or sudden impacts of climate change or natural hazards.

“Person” means, without limitation, a person, Newfoundland and Labrador, an Ultimate Recipient, a Third Party, a corporation, or any other legal entity, and their officers, servants, employees or agents.

“Program” means the Canada Housing Infrastructure Fund as set out in this Agreement.

“Project(s)” means one or more projects submitted by Newfoundland and Labrador and approved by Canada pursuant to section 8 (Project Submission, Approval and Changes) and governed by this Agreement.

“Rural” means a community with a population of 30,000 people or less as identified in the 2021 Census.

“Substantial Completion” or “Substantially Completed” means, when referring to a Project, that the Project can be used for the purpose for which it was intended.

“Third Party” means any person or legal entity, other than a Party or Ultimate Recipient, who participates in the implementation of a Project by means of a Contract.

“Total Financial Assistance” means total Project funding from all sources including, but not limited to, funding from federal, provincial, territorial, municipal, regional, band council, and Indigenous government sources; private sources; and in-kind contributions.

“Ultimate Recipient” means an entity identified under section A.2 (Ultimate Recipients) that is eligible to receive contribution funding for a Project under this Agreement.

“Ultimate Recipient Agreement” means an agreement between Newfoundland and Labrador and an Ultimate Recipient for a Project under this Agreement.

1.2 ENTIRE AGREEMENT

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

1.3 DURATION OF AGREEMENT

This Agreement will be effective as of the date of last signature of this Agreement and will terminate on the Agreement End Date, subject to early termination in accordance with this Agreement.

1.4 SCHEDULES

The following schedules are attached to and form part of this Agreement:

Schedule A – Program Details

Schedule B – Communications Protocol

2. PURPOSE OF THE AGREEMENT

The purpose of this Agreement is to establish the terms and conditions whereby Canada will provide contribution funding to Newfoundland and Labrador for Projects and Administrative Expenses.

3. COMMITMENTS BY CANADA

- a) Canada agrees to provide contribution funding to Newfoundland and Labrador under the Program in a total amount not to exceed one hundred twenty-three million, one hundred forty-eight thousand, two hundred sixty-nine dollars (\$123,148,269) to be paid in accordance with Schedule A (Program Details).
- b) Canada agrees to provide a portion of the total contribution funding identified in paragraph a) of this section to Newfoundland and Labrador for Administrative Expenses to be paid in accordance with section 14 (Administrative Expenses).
- c) The Parties acknowledge that Canada’s role in a Project is limited to making a financial contribution to Newfoundland and Labrador for that Project and that Canada

will have no involvement in the implementation of that Project or its operation. Canada is neither a decision-maker nor an administrator of a Project.

4. COMMITMENTS BY NEWFOUNDLAND AND LABRADOR

- a) Newfoundland and Labrador will be responsible for the complete, diligent, and timely implementation of this Agreement, within the funding limits and deadlines specified herein, and in accordance with the terms and conditions of this Agreement.
- b) Unless Newfoundland and Labrador is the Ultimate Recipient, Newfoundland and Labrador will enter into an Ultimate Recipient Agreement with each Ultimate Recipient and ensure that Ultimate Recipient Agreements are consistent with, but are no less favourable to Canada than the relevant provisions of this Agreement. Where Newfoundland and Labrador is an Ultimate Recipient, Newfoundland and Labrador will be subject to all terms and conditions set out in this Agreement.
- c) Where Newfoundland and Labrador is the Ultimate Recipient, Newfoundland and Labrador will ensure, and for all other Ultimate Recipients, Newfoundland and Labrador will require, that all Projects are Substantially Completed by October 31, 2033.
- d) Newfoundland and Labrador acknowledges that Canada will not be financially responsible for any ineligible expenditures or cost overruns for a Project.
- e) Newfoundland and Labrador will be responsible for any costs associated with a withdrawn or cancelled Project, and will repay to Canada any and all disallowed costs, surpluses, unexpended contributions, and overpayments made under and according to the terms and conditions of this Agreement. Where Newfoundland and Labrador is not the Ultimate Recipient, Newfoundland and Labrador will repay Canada and may seek repayment of any such costs from the Ultimate Recipient.
- f) Newfoundland and Labrador will submit to Canada, no later than April 1st of each Fiscal Year, the total amount of Eligible Expenditures Incurred and/or the total amount of estimated Eligible Expenditures Incurred by Ultimate Recipients on Projects in the previous Fiscal Year.
- g) Newfoundland and Labrador will inform Canada immediately of any fact or event, of which Newfoundland and Labrador is aware, that will compromise wholly, or in part, a Project.
- h) Newfoundland and Labrador will ensure that the following requirements are met, as determined by Canada and to Canada's satisfaction:
 - i. For all applicable Projects, as identified by Canada, complete a greenhouse gas emissions assessment and, as applicable, implement measures to reduce greenhouse gas emissions.
 - ii. For all applicable Projects, as identified by Canada, ensure the Project will report emissions from ready-mix concrete and use low-carbon concrete, unless otherwise agreed to by the Parties.
 - iii. For all applicable Projects, as identified by Canada, identify climate hazards and implement hazard treatment measures using best available data, as applicable.
- i) Newfoundland and Labrador will submit for Canada's review and approval projects to be considered altogether for a minimum of six million, one hundred fifty-seven thousand, four hundred thirteen dollars (\$6,157,413) in contribution funding under this Agreement, unless otherwise agreed to by the Parties, by June 30, 2025. Newfoundland and Labrador will submit for Canada's review and approval all remaining projects to be considered for contribution funding under this Agreement by March 31, 2030, unless otherwise agreed to by the Parties.
- j) Newfoundland and Labrador acknowledges that an amount equal to any contribution funding from the amount established in paragraph i) of this section that is not accounted for in projects submitted to Canada by June 30, 2025 for review and approval will be subtracted from Newfoundland and Labrador's total contribution funding under this Agreement.
- k) Newfoundland and Labrador agrees that all projects with total Eligible Expenditures greater than one hundred million dollars (\$100,000,000) must also be considered by

the Canada Infrastructure Bank to be considered for funding under this Agreement.

- l) Newfoundland and Labrador will ensure that any Asset that is land purchased or acquired, in whole or in part, with contribution funding provided by Canada under the terms and conditions of this Agreement will be used as Natural Infrastructure for the Asset Disposal Period.
- m) Newfoundland and Labrador will work with Canada to advance the housing-enabling measures listed below and commits to working with its municipalities and with Canada to further their implementation, and to reporting to Canada annually through the Agreement Monitoring Committee, as outlined in section 7 (Agreement Monitoring Committee), to Canada's satisfaction:
 - i. Work with Canada to develop the federal design catalogue and support municipalities in implementing measures to enable the adoption of standardized designs within eighteen (18) months of the catalogue's publication, including:
 - a) implementation of zoning for four units as-of right to allow standardized designs up to four units to proceed without the need for zoning by-law amendment approvals;
 - b) pre-review of architectural designs included in the federal housing design catalogue for building code and municipal by-law compliance; and
 - c) implementation of a process to fast-track site-specific development approvals and building permit approvals for developments using pre-reviewed architectural designs, including from the federal catalogue.
 - ii. Implement the 2025 and future National Model Codes within eighteen (18) months of their publication as per the Reconciliation Agreement on Construction Codes and work with Canada to support the exploration of housing supply actions such as single egress construction, modular construction, tiny homes and code digitalization, which are already under consideration for the 2030 codes update;
 - iii. Provide updates to Canada on Newfoundland and Labrador's work to advance fair renting and home buying systems, and agree to the principles listed below which are consistent with the federal government's blueprints to strengthen home buyers' and renters' rights:
 - a) Ensuring everyone has a safe and affordable place to call home;
 - b) Fostering fairness and transparency;
 - c) Addressing inequity and discrimination; and
 - d) Safeguarding the home buying and renting systems.
- n) Newfoundland and Labrador will only prioritize and submit projects to Canada from Ultimate Recipients if the Ultimate Recipient has implemented the following measures:
 - i. Adopt zoning for four units as-of-right per lot in all low-density residential areas with municipal servicing (water and sewer), in communities with populations greater than 30,000; and
 - ii. For municipalities or regional governments with populations greater than 300,000, as determined by Canada, implement a three-year freeze on increasing Development Charges above rates in effect as of April 2, 2024.
- o) Unless otherwise agreed to by the Parties, Newfoundland and Labrador agrees to contribute a minimum of 33.33% of Eligible Expenditures to each Project where the Ultimate Recipient is a municipal or regional government as described in paragraph b) i. of section A.2 (Ultimate Recipients).
- p) Newfoundland and Labrador will allocate a minimum of twenty-four million, six hundred twenty-nine thousand, six hundred fifty-four dollars (\$24,629,654) from the contribution funding allocation under paragraph a) of section 3 (Commitments by Canada) to Projects in Rural or Indigenous communities.
- q) Newfoundland and Labrador will commit to establishing targets, as outlined below, no later than May 31, 2025, and to reporting to Canada as outlined in this Agreement on these targets, including rationale, assumptions and justification for how the

housing targets were determined through the inclusion of any supporting calculations and methodological approach:

- i. Number of housing units enabled or preserved through increased drinking water, wastewater, stormwater, or solid waste system capacity across Newfoundland and Labrador.
- ii. Number of Affordable Housing units enabled or preserved through increased drinking water, wastewater, stormwater, or solid waste system capacity across Newfoundland and Labrador.

5. APPROPRIATIONS

- a) Notwithstanding Canada's obligation to make any payment under this 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 Agreement was made or otherwise, as evidenced by any appropriation act or the federal Crown's main or supplementary estimates expenditures. 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.
- b) Canada acknowledges that any contribution to a Project by Newfoundland and Labrador is subject to an appropriation by the Newfoundland and Labrador Legislature.

6. FISCAL YEAR BUDGETING

- a) The amount of contribution funding payable by Canada each Fiscal Year is set out in section A.1 of Schedule A (Program Details).
- b) If the actual amount payable by Canada in respect of any Fiscal Year is less than the estimated maximum amounts in sections A.1 of Schedule A (Program Details), Newfoundland and Labrador may request that Canada re-allocate the difference between the two amounts to a subsequent Fiscal Year. Subject to section 5 (Appropriations), Canada agrees to make reasonable efforts to accommodate Newfoundland and Labrador's request. Newfoundland and Labrador acknowledges that requests for re-allocation of Canada's contribution funding to a Project will require appropriation adjustments or federal Crown approvals.
- c) In the event that any requested re-allocation of Canada's contribution funding to a Project is not approved, the amount of Canada's contribution payable in accordance with section A.1 of Schedule A (Program Details) may be reduced by the amount of the requested re-allocation. If the contribution payable by Canada in accordance with section A.1 of Schedule A (Program Details) is so reduced, the Parties agree to review the effects of such reduction on the overall implementation of the Project and to adjust the terms and conditions of this Agreement as appropriate.

7. AGREEMENT MONITORING COMMITTEE

- a) Within sixty (60) business days of the date of last signature of this Agreement, the Parties will establish one or more Agreement Monitoring Committee(s) co-chaired by representatives of Canada and Newfoundland and Labrador. The Agreement Monitoring Committee(s), which will meet annually at a minimum, will:
 - i. monitor compliance of the implementation of this Agreement with the terms and conditions of this Agreement;
 - ii. act as a forum to resolve potential issues and address concerns;
 - iii. review and, as necessary, recommend to the Parties amendments to the Agreement;
 - iv. monitor the implementation of housing-enabling measures and associated reporting requirements outlined in paragraphs m) and n) of section 4 (Commitments by Newfoundland and Labrador);
 - v. monitor the implementation of Schedule B (Communications Protocol);
 - vi. approve and ensure audit plans are carried out in accordance with this

- Agreement, including but not limited to section 16 (Audit);
- vii. monitor Project risk and mitigation measures; and
- viii. attend to any other function required by this Agreement or as mutually directed by the Parties.

b) Newfoundland and Labrador will communicate to Ultimate Recipients any deficiencies and/or corrective actions identified by Canada or by the Agreement Monitoring Committee.

8. PROJECT SUBMISSION, APPROVAL AND CHANGES

8.1 PROJECT SUBMISSION AND APPROVAL

- a) Newfoundland and Labrador will be responsible for identifying and prioritizing eligible projects and for submitting eligible projects to Canada for approval.
- b) Newfoundland and Labrador will provide all information required by Canada, to the satisfaction of Canada, for each project submitted by Newfoundland and Labrador for contribution funding under this Agreement, including but not limited to an attestation in a format acceptable to Canada from a delegated official that the information in the project submission is accurate.
- c) Newfoundland and Labrador will provide, at Canada's request and to Canada's satisfaction, additional information related to projects submitted for approval.
- d) Newfoundland and Labrador's submission of a project to Canada for approval is Newfoundland and Labrador's agreement that, once the Project is approved by Canada for contribution funding, the Project is governed by this Agreement.
- e) Canada's approval of a Project for contribution funding under this Agreement is Canada's agreement that the Project is governed by this Agreement.
- f) Canada will inform Newfoundland and Labrador in writing, through an approval letter, once Projects have been approved or rejected. This approval letter, and any conditions contained therein, forms part of this Agreement.
- g) For every Project, Canada will set a maximum on Canada's contribution funding in dollars and as a percentage of total Eligible Expenditures.
- h) Newfoundland and Labrador will promptly inform Canada of any cancelled or withdrawn Projects.

8.2 CHANGES TO A PROJECT

- a) Newfoundland and Labrador agrees that changes to a Project will require Canada's approval, which may be subject to the terms and conditions of this Agreement. When seeking to make a change to a Project, Newfoundland and Labrador will promptly submit updated Project information to Canada's satisfaction.
- b) Newfoundland and Labrador will provide, at Canada's request and to Canada's satisfaction, additional information related to changes to a Project.

9. ENVIRONMENTAL ASSESSMENT

No site preparation, vegetation removal, construction, or other physical activity will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that the federal requirements under the *Impact Assessment Act, 2019* (IAA, 2019), other applicable federal environmental assessment legislation that is or may come into force during the term of this Agreement, and other applicable agreements between Canada and Indigenous peoples are met and continue to be met.

10. INDIGENOUS CONSULTATION

No site preparation, vegetation removal, construction, or other physical activity will occur for a Project and Canada has no obligation to pay any Eligible Expenditures that are capital costs, as determined by Canada, until Canada is satisfied that any legal duty to consult, and where appropriate, to accommodate Indigenous peoples or other federal consultation requirement has been met and continues to be met. If required, Canada must be satisfied that for each Project:

- a) Indigenous communities have been notified of the Project and Canada's funding role and, if applicable, they have been consulted;
- b) If applicable, a summary of consultation or engagement activities has been provided, including a list of Indigenous communities consulted, concerns raised, and how each of the concerns have been addressed, or if not addressed, an explanation as to why not;
- c) Accommodation measures, where appropriate, are being carried out by Newfoundland and Labrador or the Ultimate Recipient and these costs may be considered Eligible Expenditures; and
- d) Any other information has been provided that Canada may deem appropriate.

11. AWARDING OF CONTRACTS

- a) Where Newfoundland and Labrador is the Ultimate Recipient, Newfoundland and Labrador will ensure, and for all other Ultimate Recipients, Newfoundland and Labrador will require that Contracts will be awarded in a way that is fair, transparent, competitive and consistent with value-for-money principles, or in a manner otherwise acceptable to Canada, and if applicable, in accordance with the *Canadian Free Trade Agreement* and international trade agreements.
- b) Newfoundland and Labrador will notify Canada of any Contract of which Newfoundland and Labrador is aware that is awarded in a manner that is not in compliance with the foregoing. Upon notification to Newfoundland and Labrador, Canada may consider the expenditures associated with the Contract to be ineligible.

12. REPORTING

- a) Unless otherwise agreed to by the Parties, Newfoundland and Labrador will submit to Canada, no later than November 30th each Fiscal Year, a Project progress report to Canada's satisfaction for all Projects.
- b) Each Project progress report will include updated information, as determined by Canada, allowing Canada to assess the progress and financial status of the Project and evaluate the achievement of performance and expected results for the Project. Each Project progress report will also include an attestation in a format acceptable to Canada from a delegated official that the information in the report is accurate, based on information provided by the Ultimate Recipient.
- c) Unless otherwise agreed to by the Parties, prior to Canada's first payment for any Project to which requirements apply under paragraph h) of section 4 (Commitments by Newfoundland and Labrador), Newfoundland and Labrador will submit a supplementary report to Canada containing any additional information on those requirements, as determined by Canada and to Canada's satisfaction.
- d) Newfoundland and Labrador will provide, at Canada's request and to Canada's satisfaction, additional information related to Project progress.
- e) Newfoundland and Labrador will complete all reporting requirements as defined under paragraphs a), b), and c) of this section, to Canada's satisfaction, no later than December 31, 2033.
- f) Newfoundland and Labrador agrees and will ensure that Canada may use the information submitted by Newfoundland and Labrador under this section to publicly report on Program results.

13. CLAIMS AND PAYMENTS

13.1 CLAIMS AND PAYMENTS

- a) Newfoundland and Labrador will submit a claim to Canada covering Eligible Expenditures on a semi-annual basis at a minimum, to both Parties' satisfaction. Each claim will include an attestation, based on information provided by the Ultimate Recipient, in a format acceptable to Canada from a delegated official that Eligible Expenditures have been Incurred in accordance with this Agreement and Newfoundland and Labrador is in compliance with progress reporting requirements as described in section 12 (Reporting).
- b) Newfoundland and Labrador will submit a final claim to Canada covering Eligible Expenditures no later than December 31, 2033, to Canada's satisfaction.

- c) Canada will make a payment to Newfoundland and Labrador promptly upon review and acceptance of a claim, subject to the terms and conditions of this Agreement.

13.2 PAYMENT CONDITIONS

Canada will not:

- a) pay interest for failing to make a payment under this Agreement;
- b) pay capital costs for a Project until the requirements under section 9 (Environmental Assessment) and section 10 (Indigenous Consultation), if applicable, are, in Canada's opinion, satisfied to the extent possible at the date the claim is submitted to Canada;
- c) pay any claims until requirements under section 12 (Reporting) are received and accepted by Canada, and any audit requirements in section 16 (Audit) and any requirements outlined in Schedule B (Communications Protocol) are met;
- d) pay any claims related to land acquisition costs until Newfoundland and Labrador provides any information required by Canada to assess the eligibility of those costs, to Canada's satisfaction;
- e) notwithstanding paragraphs b) and d) in this section, pay any claims until any other conditions outlined in the Project approval letter are met to Canada's satisfaction, unless otherwise agreed to by the Parties.

13.3 PAYMENT DEADLINE

- a) Canada will not have the obligation to make a payment after March 31st of the year following the Fiscal Year in which the Eligible Expenditures were Incurred.
- b) Canada will make the final payment no later than March 31, 2034.

13.4 RETENTION OF CONTRIBUTION

- a) Canada will retain a maximum of five percent (5%) of its contribution for each Project under this Agreement. The amount retained by Canada will be released by Canada when Newfoundland and Labrador submits an attestation, based on information provided by the Ultimate Recipient, in a format acceptable to Canada from a delegated official that the Project has been Substantially Completed.
- b) Canada will retain a maximum of five percent (5%) of its contribution funding under this Agreement. The amount retained by Canada will be released by Canada when:
 - i. Newfoundland and Labrador fulfils all of its obligations under this Agreement;
 - ii. Newfoundland and Labrador submits an attestation, based on information provided by the Ultimate Recipient, in a format acceptable to Canada from a delegated official, that all Projects have been Substantially Completed and contribution funding under this Agreement has been spent on Eligible Expenditures; and
 - iii. the Parties jointly carry out a final reconciliation of all claims and payments in respect of this Agreement and make any required adjustments.

14. ADMINISTRATIVE EXPENSES

- a) Newfoundland and Labrador may apply part of its allocation under this Agreement to Administrative Expenses as outlined in section A.4 a) ii (Eligible Expenditures).
- b) Approved Administrative Expenses will be determined by Canada based on the review and approval by Canada of a detailed business case, which must be submitted by Newfoundland and Labrador at Canada's request and to Canada's satisfaction.

15. INFORMATION MANAGEMENT

- a) Newfoundland and Labrador will use a system developed by Canada or another process designated by Canada, to fulfill the obligations of Newfoundland and Labrador under this Agreement, including but not limited to the following:
 - i. section 8 (Project Submission, Approval and Changes);
 - ii. section 12 (Reporting); and
 - iii. section 13 (Claims and Payments).

16. AUDIT

- a) Canada and Newfoundland and Labrador will jointly develop an audit plan, as approved by the Agreement Monitoring Committee that will include at minimum:
 - i. one (1) audit conducted on Newfoundland and Labrador by Canada over the term of this Agreement; and
 - ii. an annual Project-level audit plan provided by Newfoundland and Labrador to be carried out by Newfoundland and Labrador on Ultimate Recipients on the use of contribution funding under this Agreement. The Project level audit plan should include a risk-based approach to Ultimate Recipient selection, frequency of audits, and scope of audits.
- b) Where Newfoundland and Labrador is the Ultimate Recipient, Newfoundland and Labrador will ensure, and for all other Ultimate Recipients, Newfoundland and Labrador will require, that proper and accurate financial accounts and records are kept, including but not limited to its Contracts, invoices, statements, receipts, and vouchers in respect of all Projects for at least six (6) years after the Project is Substantially Completed.
- c) Newfoundland and Labrador agrees to inform Canada of any audit that has been conducted on the use of contribution funding under this Agreement at the Project or Program level, provide Canada with all relevant audit reports, and ensure that prompt and timely corrective action is taken in response to any audit findings and recommendations.
- d) Canada may undertake, at any time, any other audit in relation to this Agreement.
- e) All audits conducted by Canada will be at Canada's expense.

17. EVALUATION

Newfoundland and Labrador agrees to provide Project-related information to Canada over the term of this Agreement and up to six (6) years after the Agreement End Date in order for Canada to conduct an evaluation of the performance of the Program. All evaluation results will be made available to the public, subject to all applicable laws and policy requirements.

18. ACCESS

Where Newfoundland and Labrador is the Ultimate Recipient, Newfoundland and Labrador will ensure, and for all other Ultimate Recipients, Newfoundland and Labrador will require that Canada and its designated representatives are provided with reasonable and timely access to Project sites, facilities, and any records, documentation or information for the purposes of audit, inspection, monitoring, evaluation, and ensuring compliance with this Agreement.

19. DISPUTE RESOLUTION

- a) The Parties will keep each other informed of any issue that could be contentious.
- b) If a contentious issue arises, the Agreement Monitoring Committee will examine it and will, in good faith, attempt to resolve the contentious issue as soon as possible, and, in any event, within thirty (30) business days from the receipt of notice of such contentious issue. Where the Agreement Monitoring Committee cannot agree on a resolution, the matter will be referred to the Parties for resolution. The Parties will provide a decision within ninety (90) business days from the date of referral to the Parties.
- c) Where the Parties cannot agree on a resolution, the Parties may explore any alternative dispute resolution mechanisms available to them to resolve the contentious issue.
- d) Any payments related to any contentious issue raised by either Party may be suspended by Canada together with the obligations related to such issue, pending resolution.
- e) The Parties agree that nothing in this section will affect, alter or modify the rights of Canada to terminate this Agreement.

20. DEFAULT

20.1 EVENTS OF DEFAULT

The following event constitutes the “Event of Default” under this Agreement:

- a) Newfoundland and Labrador has not complied with one or more of the terms and conditions of this Agreement.

20.2 DECLARATION OF DEFAULT

Canada may declare default if:

- a) The Event of Default occurs;
- b) Canada gives notice to Newfoundland and Labrador of the event, which in Canada's opinion constitutes an Event of Default; and
- c) Newfoundland and Labrador has failed, within thirty (30) business days of receipt of the notice, either to remedy the Event of Default or to notify and demonstrate to the satisfaction of Canada that it has taken such steps as are necessary to remedy the Event of Default.

20.3 REMEDIES ON DEFAULT

In the event that Canada declares default under section 20.2 (Declaration of Default), Canada may exercise one or more of the following remedies, without limiting any remedy available to it by law:

- a) Suspend or terminate any obligation by Canada to contribute or continue to contribute funding to one or more Projects or Administrative Expenses, including any obligation to pay an amount owing prior to the date of such suspension or termination;
- b) Suspend or terminate the approval of Projects;
- c) Require Newfoundland and Labrador to reimburse Canada all or part of the contribution paid by Canada to Newfoundland and Labrador; or
- d) Terminate this Agreement.

21. LIMITATION OF LIABILITY AND INDEMNIFICATION

21.1 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 Agreement or each of the Projects.

21.2 INDEMNIFICATION

Newfoundland and Labrador 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 Agreement or any 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 Agreement by an officer, servant, employee or agent of Canada in the performance of his or her duties.

22. ASSETS

22.1 DISPOSAL OF ASSETS

- a) Unless otherwise agreed to by the Parties, Newfoundland and Labrador will require that the Ultimate Recipient maintain ongoing operations and retain title to and ownership of an Asset for the Asset Disposal Period. Where Newfoundland and Labrador is the Ultimate Recipient, unless otherwise agreed to by the Parties, Newfoundland and Labrador will ensure the maintenance of ongoing operations and will retain title and ownership of an Asset for the Asset Disposal Period.
- b) For any Asset other than land purchased or acquired with contribution funding provided by Canada under this Agreement, if at any time within the Asset Disposal Period, an Ultimate Recipient sells, leases, or otherwise disposes of, directly or indirectly, any Asset purchased, acquired, constructed, rehabilitated or renovated, in whole or in part, under this Agreement, other than to Canada, Newfoundland and Labrador, a municipal or regional government as outlined in paragraph b) i. of section A.2 (Eligible Recipients), or with Canada's consent, Newfoundland and Labrador may be required to reimburse Canada any federal funding received for the Project. Where reimbursement is required and Newfoundland and Labrador is not the Ultimate Recipient, Newfoundland and Labrador will reimburse Canada and may seek reimbursement from the Ultimate Recipient.
- c) For any Asset that is land purchased or acquired with contribution funding provided by Canada under this Agreement, if at any time within the Asset Disposal Period, an Ultimate Recipient proposes to sell, leave, or otherwise dispose of, directly or indirectly, that land, Newfoundland and Labrador will:
 - i. prior to such disposition of that land, obtain Canada's written consent to such disposition of that land;
 - ii. prior to such disposition of that land, obtain a written attestation from the Ultimate Recipient that the amount to be paid for the sale of that land is at or above Fair Market Value; and
 - iii. upon Canada's request, reimburse Canada an amount equal to the contribution funding paid by Canada under this Agreement that was used to purchase or acquire that land. Where reimbursement is required and Newfoundland and Labrador is not the Ultimate Recipient, Newfoundland and Labrador will reimburse Canada and may seek reimbursement from the Ultimate Recipient.

22.2 REVENUE FROM ASSETS

The Parties acknowledge that Canada's contribution to a Project is meant to accrue to the public benefit. Newfoundland and Labrador will notify Canada in writing within ninety (90) business days of the end of a Fiscal Year if any Asset owned by a for-profit Ultimate Recipient as defined in paragraph b) iii. of section A.2 (Ultimate Recipients) is used in such a way that, in the Fiscal Year, revenues are generated from it that exceed its operating expenses. Canada may require Newfoundland and Labrador to immediately pay to Canada a portion of the excess in the same proportion as the total cost of the Asset. This obligation will only apply during the Asset Disposal Period.

22.3 REPAYABLE CONTRIBUTIONS

At Canada's request, Newfoundland and Labrador shall seek repayment from the Ultimate Recipient and repay any contribution funding provided by Canada under this Agreement that is intended for an Ultimate Recipient that is a for-profit private sector body where such funding was used for the purpose of that Ultimate Recipient generating profits or increasing the value of its business. Any repayment by Newfoundland and Labrador will be made in accordance with terms and conditions of repayment as determined by Canada at the time Canada approves a Project. Any amount owed to Canada under this Agreement by Newfoundland and Labrador will constitute a debt due to the federal Crown, which Newfoundland and Labrador will reimburse Canada forthwith on demand.

23. GENERAL

23.1 ACCOUNTING PRINCIPLES

All accounting terms will have the meanings assigned to them, all calculations will be made and all financial data to be submitted will be prepared, in accordance with the public sector accounting standards in effect in Canada.

23.2 SURVIVAL

The Parties' rights and obligations, which by their nature, extend beyond the termination of this Agreement, will survive any termination of this Agreement.

23.3 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 this Agreement unless the provision or receipt of such benefits is in compliance with such legislation, guidelines, policies or codes. Newfoundland and Labrador will promptly inform Canada should it become aware of the existence of any such situation.

23.4 NO AGENCY, PARTNERSHIP, JOINT VENTURE, ETC.

- a) No provision of this 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 Newfoundland and Labrador, between Canada and an Ultimate Recipient or between Canada and a Third Party.
- b) Newfoundland and Labrador will not represent itself, including in any agreement with an Ultimate Recipient or Third Party, as a partner, employee or agent of Canada.

23.5 NO AUTHORITY TO REPRESENT

Nothing in this Agreement is to be construed as authorizing any Person, including a Third Party, to contract for or to incur any obligation on behalf of Canada or to act as an agent for Canada. Newfoundland and Labrador will ensure that any Contract between Newfoundland and Labrador or an Ultimate Recipient and any Third Party contains a provision to that effect.

23.6 LOBBYIST

Newfoundland and Labrador has not made and will not make a payment or other compensation to any individual required to be registered under the federal *Lobbying Act* that is, in whole or in part, contingent on the outcome of arranging a meeting between a public office holder and any other person, or communicating with a public office holder in the awarding of any contribution funding or other financial benefit under this Agreement or negotiating, in whole or in part, any of the terms and conditions of this Agreement by or on behalf of His Majesty in Right of Canada.

23.7 COUNTERPART SIGNATURE

This Agreement may be signed in counterpart, and the signed copies will, when attached, constitute an original agreement. Any facsimile or electronic transmitted copies hereof bearing a manual, facsimile or other electronic signature shall, for all purposes, be deemed originals and will be binding on the Parties hereto. For greater clarity, the electronic signature shall be reputed to constitute, much like wet ink, the best evidence available of consent of the Parties to the terms of this Agreement. For the purposes of this agreement, "electronic signature" means a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with an electronic version of this Agreement.

23.8 SEVERABILITY

If for any reason a provision of this Agreement that is not a fundamental term of this Agreement between the Parties is found to be or becomes invalid or unenforceable, in whole or in part, and if both Parties agree, it will be deemed to be severable and will be deleted from this Agreement, but all the other terms and conditions of this Agreement will continue to be valid and enforceable.

23.9 ASSIGNMENT

Newfoundland and Labrador will not transfer or assign its rights or obligations under this Agreement without the prior written consent of Canada. Any attempt by Newfoundland

and Labrador to assign any of the rights, duties or obligations of this Agreement without Canada's express written consent is void.

23.10 AMENDMENTS

This Agreement may be amended from time to time on written agreement of the Parties.

23.11 WAIVER

A Party may waive any of its rights under this Agreement only in writing. Any tolerance or indulgence demonstrated by the Party will not constitute a waiver.

23.12 NOTICE

Any notice provided for under this Agreement may be delivered in person, sent by email, facsimile or mail addressed to:

for Canada:

Assistant Deputy Minister
Communities and Infrastructure Programs Branch
Housing, Infrastructure and Communities Canada
1100 - 180 Kent Street
Ottawa, Ontario
K1P 0B6

or to such other address, email or facsimile number, or addressed to such other person as Canada may, from time to time, designate in writing to Newfoundland and Labrador; and

for Newfoundland and Labrador:

Assistant Deputy Minister
Infrastructure
Department of Transportation and Infrastructure
PO Box 8700
St. John's, NL
A1B 4J6

or such other address, email or facsimile number, or addressed to such other person as Newfoundland and Labrador may, from time to time, designate in writing to Canada.

Such notice will be deemed to have been received, if sent by mail or email, when receipt is acknowledged by the other Party; by facsimile, when transmitted and receipt is confirmed; and in person, when delivered.

23.13 COMPLIANCE WITH LAWS

Where Newfoundland and Labrador is the Ultimate Recipient, Newfoundland and Labrador will comply with and ensure that each Project complies with, and for all other Ultimate Recipients, Newfoundland and Labrador will require that the Ultimate Recipient complies with and ensures that each Project complies with all statutes, regulations, and other applicable laws governing Newfoundland and Labrador, the Ultimate Recipient and all Projects under this Agreement, including all requirements of, and conditions imposed by, regulatory bodies having jurisdiction over the subject matter.

23.14 GOVERNING LAW

This Agreement is governed by the laws applicable in the Province of Newfoundland and Labrador.

23.15 SUCCESSORS AND ASSIGNS

This Agreement is binding upon the Parties and their respective successors and assigns.

SIGNATURES

This Agreement has been executed on behalf of Canada by the Minister of Housing, Infrastructure and Communities and on behalf of His Majesty in Right of Newfoundland and Labrador by the Minister of Transportation and the Minister for Intergovernmental Affairs.

HIS MAJESTY THE KING IN RIGHT
OF CANADA

Nathaniel Erskine-Smith

The Honourable Nathaniel Erskine-Smith
Minister of Housing, Infrastructure and
Communities

February 6, 2025

Date

HIS MAJESTY IN RIGHT OF
NEWFOUNDLAND AND LABRADOR

Fred C. Hutton

The Honourable Fred Hutton
Minister of Transportation and
Infrastructure, or designate

JAN 27/2025

Date

AF

The Honourable Andrew Furey
Minister for Intergovernmental Affairs,
or designate

January 29, 2025

SCHEDULE A – PROGRAM DETAILS

A.1 Contribution Funding Estimated Fiscal Year Breakdown

Canada's total contribution funding will be allocated in accordance with the estimated maximum amounts as set out in the Estimated Fiscal Year Breakdown Table, as updated through administrative processes:

Estimated Fiscal Year Breakdown Table

Fiscal Year	Canada
2025-2026	\$307,870.67
2026-2027	\$4,925,930.76
2027-2028	\$20,319,464.39
2028-2029	\$30,787,067.25
2029-2030	\$30,479,196.58
2030-2031	\$25,861,136.49
2031-2032	\$10,467,602.86
TOTAL	\$123,148,269

A.2 Ultimate Recipients

- a) Newfoundland and Labrador may be an Ultimate Recipient and may distribute Canada's contribution funding to its own Projects, subject to the terms and conditions of this Agreement.
- b) Newfoundland and Labrador may further distribute Canada's contribution funding to the following Ultimate Recipients for Projects, subject to the terms and conditions of this Agreement:
 - i. A municipal or regional government established by or under provincial statute;
 - ii. A public sector body that is established by or under provincial statute or by regulation or is wholly-owned by Newfoundland and Labrador, or a municipal or regional government;
 - iii. A private sector body, including for-profit organizations and incorporated not-for-profit organizations. In the case of for-profit organizations, they will need to work in collaboration with one or more of the entities referred to above or an Indigenous Ultimate Recipient listed below; and
 - iv. The following Indigenous Ultimate Recipients:
 - a) An Indigenous Governing Body, including but not limited to:
 - i. A band council within the meaning of section 2 of the *Indian Act*;
 - ii. A First Nation, Inuit or Métis government or authority established pursuant to a self-government agreement or a comprehensive land claim agreement between His Majesty the King in Right of Canada and an Indigenous people of Canada, that has been approved, given effect and declared valid by federal legislation; and
 - iii. A First Nation, Inuit or Métis government that is established by or under legislation whether federal or provincial that incorporates a governance structure; and
 - b) An Indigenous development corporation; and
 - c) A not-for-profit organization whose central mandate is to improve Indigenous outcomes.
 - c) Unless otherwise agreed to by the Parties, where the Ultimate Recipient for a Project is a municipal or regional government or public sector body, as outlined in paragraphs b) i. and ii. of this section, the municipality or regional government where the Project is located must have adopted the following measures, to Canada's satisfaction, prior to the Project being approved for contribution funding by Canada under this Agreement:
 - i. Adopt zoning for four units as-of-right per lot in all low-density residential areas with municipal servicing (water and sewer) in communities with populations greater than 30,000;

- ii. For municipalities or regional governments with populations greater than 300,000, as determined by Canada, implement a three-year freeze on increasing Development Charges above rates in effect as of April 2, 2024.

A.3 Eligible Projects

- a) Eligible Projects will support public infrastructure, defined as tangible capital assets, including hybrid and Natural Infrastructure, primarily for public use and/or benefit.
- b) Eligible Projects must fall within one of the following funding categories:
 - i. Drinking water
 - ii. Wastewater
 - iii. Stormwater
 - iv. Solid waste
- c) Eligible Projects must enable housing growth. Such Projects must demonstrate, to Canada's satisfaction, that:
 - i. there is a housing need in the community where the Project will take place; and
 - ii. the Project will increase drinking water, wastewater, stormwater, or solid waste system capacity.
- d) Notwithstanding paragraph c) of this section, eligible Projects in Rural or Indigenous communities may, on an exceptional basis and subject to approval by Canada, preserve existing capacity or increase reliability and access to drinking water, wastewater, stormwater, or solid waste systems.
- e) Planning projects can be considered eligible Projects if they support the potential construction of a capital infrastructure project that would be eligible under the Program.
- f) Eligible Projects with total Eligible Expenditures greater than one hundred million dollars (\$100,000,000) must be considered by the Canada Infrastructure Bank.
- g) Eligible Projects, except for planning Projects as set out in paragraph e) of this section, must meet or exceed the requirement of the highest published accessibility standard in a jurisdiction in addition to applicable provincial building codes and relevant municipal or local government by-laws.

A.4 Eligible Expenditures

- a) Eligible Expenditures will include the following:
 - i. All costs considered by Canada to be direct and necessary for the successful implementation of an eligible Project, excluding those explicitly identified in section A.5 a) (Ineligible Expenditures), and which may include capital costs, design and planning costs, and costs related to meeting specific Program requirements, including those outlined in paragraph h) of section 4 (Commitments by Newfoundland and Labrador).
 - ii. Newfoundland and Labrador's Administrative Expenses as approved by Canada under section 14 (Administrative Expenses).
 - iii. The incremental costs of employees of an Ultimate Recipient may be included as Eligible Expenditures for a Project under the following conditions:
 - a) The Ultimate Recipient is able to demonstrate that it is not economically feasible to tender a Contract; and
 - b) The arrangement is approved in writing by Canada.
 - iv. Land acquisition costs, as determined and approved by Canada, directly related to the development of Natural Infrastructure for a Project.
 - v. Costs will only be eligible as of Project approval, except for the following costs which are eligible if Incurred before a Project is approved by Canada for contribution funding under this Agreement, but can only be paid if and when that Project is approved by Canada:
 - a) Costs associated with federal environmental assessment and Indigenous consultation and engagement activities, which are retroactively eligible up to two (2) years prior to Canada's approval of a Project for contribution funding under this Agreement but no earlier than September 10, 2024.
 - b) Costs associated with meeting specific Program requirements as outlined in paragraph h) of section 4 (Commitments by Newfoundland and Labrador), which

are retroactively eligible up to two (2) years prior to Canada's approval of a Project for contribution funding under this Agreement but no earlier than September 10, 2024.

A.5 Ineligible Expenditures

- a) Ineligible Expenditures for Projects will include the following:
 - i. Costs Incurred before a Project is approved by Canada, except for:
 - a) Costs associated with federal environmental assessment and Indigenous consultation and engagement activities, which are retroactively eligible up to two (2) years prior to Canada's approval of a Project for contribution funding under this Agreement but no earlier than September 10, 2024.
 - b) Costs associated with meeting specific Program requirements as outlined in paragraph h) of section 4 (Commitments by Newfoundland and Labrador), which are retroactively eligible up to two (2) years prior to Canada's approval of a Project for contribution funding under this Agreement but no earlier than September 10, 2024.
 - ii. Costs Incurred for cancelled Projects.
 - iii. Costs for leasing land, buildings and other facilities; costs for leasing equipment other than equipment directly related to the construction of the Project; real estate fees and related costs.
 - iv. The Ultimate Recipient's employee and overhead costs, except:
 - a) those for the purpose of Indigenous consultation and engagement activities; and
 - b) incremental costs related to the Ultimate Recipient's employees, in accordance with paragraph a) iii. of section A.4.
 - v. Costs associated with on-going operating expenses and regularly scheduled maintenance work.
 - vi. Financing charges, legal fees, mediation and alternative dispute resolution fees, collateral on mortgage financing, and loan interest payments, including those related to easements (e.g. surveys) except for:
 - a) legal fees, excluding those related to litigation or to the purchase of real property (land or building), Incurred by Indigenous recipients;
 - b) legal fees Incurred by Indigenous peoples whose rights may be impacted by Project activities funded by the Program that are reasonable, as determined by Canada;
 - c) construction finance costs Incurred for public-private partnership projects.
 - vii. Any goods and services costs which are received through donations or in kind.
 - viii. Provincial sales tax, goods and services tax, or harmonized sales tax for which the Ultimate Recipient is eligible for a rebate, and any other costs eligible for rebates.
 - ix. Costs related to furnishing and non-fixed assets, unless approved by Canada.
 - x. All capital costs, including site preparation and construction costs, until Canada has confirmed that environmental assessment and Indigenous consultation obligations as required under sections 9 (Environmental Assessment) and 10 (Indigenous Consultation) have been met and continue to be met.
 - xi. Land acquisition costs, except in accordance with paragraph a) iv of section A.4.

A.6 Stacking and Cost-Sharing

- a) Unless otherwise approved by Canada, the maximum Program funding to a Project that is approved for contribution funding under this Agreement will be up to:
 - i. Fifty percent (50%) of Eligible Expenditures for Newfoundland and Labrador;
 - ii. Forty percent (40%) of Eligible Expenditures for municipalities, regional governments, public sector bodies, and not-for-profit organizations;

- iii. Fifty percent (50%) of Eligible Expenditures for municipalities or regional governments with a population of 30,000 or less as identified in the 2021 Census, notwithstanding paragraph a) ii. in this section;
- iv. One hundred percent (100%) of Eligible Expenditures for Indigenous Ultimate Recipients; or
- v. Twenty-five percent (25%) of Eligible Expenditures for any for-profit, private sector Ultimate Recipients.

- b) The maximum funding from all federal sources to a Project funded under this Agreement will not exceed one hundred percent (100%) of Eligible Expenditures.
- c) If the federal Crown's total funding towards a Project under this Agreement exceeds the Program and federal funding limits set out in paragraphs a) and b) of this section, or if the Total Financial Assistance received or due in respect of the total Project costs exceeds one hundred percent (100%) thereof, Canada may recover the excess from Newfoundland and Labrador or reduce its contribution by an amount equal to the excess.
- d) Canada's contribution to all Projects under this Agreement will not exceed the amount as set out in section 3 a) (Commitments by Canada).

SCHEDULE B – COMMUNICATIONS PROTOCOL

B.1 Purpose

- a) This Communications Protocol outlines the roles and responsibilities of each of the Parties to this Agreement, as well as those of the Ultimate Recipient, with respect to Communications Activities related to this Agreement and the Projects funded through it.
- b) This Communications Protocol will guide the planning, development and implementation of all Communications Activities to ensure clear, consistent and coordinated communications to the Canadian public.
- c) The provisions of this Communications Protocol apply to all Communications Activities related to this Agreement and any Projects funded under this Agreement.

B.2 Guiding Principles

- a) Communications Activities undertaken in accordance with this Communications Protocol should ensure that Canadians are informed of infrastructure investments made to help improve their quality of life and that they receive consistent information about funded Projects and their benefits.
- b) Newfoundland and Labrador is responsible for communicating the requirements and responsibilities outlined in this Communications Protocol to Ultimate Recipients.

B.3 Governance

- a) The Parties will designate communications contacts that will be responsible for overseeing this Protocol's implementation and reporting on its results to the Agreement Monitoring Committee.

B.4 Joint Communications

- a) Canada, Newfoundland and Labrador and the Ultimate Recipient will have Joint Communications about the funding and progress of the Project(s).
- b) Joint Communications under this Agreement should not occur without the prior knowledge and agreement of all Parties as well as the Ultimate Recipient, where applicable.
- c) All Joint Communications material will be approved by Canada and Newfoundland and Labrador prior to release, and will recognize the funding of all parties.
- d) Each of the Parties or the Ultimate Recipient may request Joint Communications to communicate to Canadians about the progress or completion of the Project(s). The requestor will provide at least 15 business days' notice to the other Parties or the Ultimate Recipient. If the Communications Activity is an event, it will take place at a mutually agreed date and location.
- e) The requestor of the Joint Communications will provide equal visibility for all Parties to participate and choose their own designated representative for both in-person events and/or announcements that are executed by issuing a news release or joint statement only.
- f) Newfoundland and Labrador or the Ultimate Recipient will be responsible for providing onsite communications and logistics support. Any related costs are eligible for cost-sharing in accordance with the formula outlined in the funding agreement.
- g) Canada has an obligation to communicate in English and French. Joint Communications products must be bilingual and include the Canada wordmark and other Parties' logos. Canada will provide the translation and final approval on Joint Communications products.
- h) The conduct of all Joint Communications will follow the *Table of Precedence for Canada*.

B.5 Individual Communications

- a) Notwithstanding section B.4 of this Communications Protocol (Joint Communications), Canada and Newfoundland and Labrador retain the right to meet their obligations to communicate information to Canadians about the Agreement and the use of funds through their own Communications Activities.
- b) Canada will post a copy of this Agreement on its website, in addition to information on any of the Projects funded through it.
- c) Canada, Newfoundland and Labrador and the Ultimate Recipient may each include general Program messaging and examples of Projects funded through the Agreement in their own Communications Activities. The authoring Party will not unreasonably

restrict the use of such products or messaging by the other Parties, and if web or social-media based, from linking to it.

- d) Canada, Newfoundland and Labrador or the Ultimate Recipient may issue digital communications to communicate progress of the Project(s) in accordance with section B.6 (Digital Communications, Websites and Webpages).
- e) The Ultimate Recipient will be required to send a minimum of one photograph to each of the Parties of the construction in progress, and of the completed project, for use in social media and other digital individual Communications Activities. Sending the photos will constitute permission to use and transfer of copyright. Photographs are to be sent to INFC.photos@canada.ca along with project name and location.

B.6 Digital Communications, Websites and Webpages

- a) Where Newfoundland and Labrador or the Ultimate Recipient produces social media content to provide visibility to the Program or Projects, they shall @mention the relevant Housing, Infrastructure and Communities Canada official social media account.
- b) Where a website or webpage is created to promote or communicate progress on a Project or Projects, it must recognize federal funding through the use of a digital sign or through the use of the Canada wordmark and the following wording, "This project is funded in part by the Government of Canada", or "This project is funded by the Government of Canada", as applicable. The Canada wordmark or digital sign must link to Canada's website, at <https://housing-infrastructure.canada.ca>. The guidelines for how this recognition is to appear, and language requirements, are published on Canada's website, at <https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>.

B.7 Operational Communications

- a) The Ultimate Recipient is solely responsible for operational communications with respect to Projects, including but not limited to: calls for tender, or construction and public safety notices. Operational communications as described above are not subject to the federal official language policy.
- b) Canada does not need to be informed on operational communications. However, such products should include, where appropriate, the following statement, "This project is funded in part by the Government of Canada", or "This project is funded by the Government of Canada", as applicable. As appropriate, operational communications will also recognize the funding of Newfoundland and Labrador in a similar manner.

B.8 Media Relations

- a) Canada and Newfoundland and Labrador will share information promptly with the other Party should significant media inquiries be received or emerging media or stakeholder issues arise to a Project or the overall fund.

B.9 Signage

- a) Unless otherwise agreed to by the Parties, Newfoundland and Labrador or Ultimate Recipients will install a sign to recognize the funding contributions of each Party at the Project site(s).
- b) Where a physical sign is to be installed, it will be the Ultimate Recipient who will produce and install a joint physical sign that recognizes funding of each Party at each Project site in accordance with current federal signage guidelines which are published on Canada's website, at <https://housing-infrastructure.canada.ca/pub/signage-panneaux/intro-eng.html>.
- c) The joint sign design, content and installation guidelines will be provided by Canada.
- d) The recognition of funding contributions of each Party and the Ultimate Recipient will be of equal prominence and visibility.
- e) Digital signage may also be used in addition or in place of a physical sign in cases where a physical sign would not be appropriate due to project type, scope, location or duration.
- f) Where the Ultimate Recipient decides to install a permanent plaque or other suitable marker with respect to a Project, it must recognize the federal contribution and be approved by Canada.
- g) Newfoundland and Labrador agrees to inform Canada of sign installations through the Project progress reports referenced in section 12 (Reporting) of this Agreement.
- h) Where a physical sign is being installed, signage should be installed at each Project site one (1) month prior to the start of construction, be visible for the duration of that Project, and remain in place until one (1) month after construction is completed and the infrastructure is fully operational or opened for public use.

- i) Signage should be installed in a prominent and visible location that takes into consideration pedestrian and traffic safety and visibility.

B.10 Communicating Success Stories

- a) Newfoundland and Labrador agrees to facilitate, as required, communications between Canada and the Ultimate Recipient for the purpose of collaborating on Communications Activities and products including, but not limited to, project success stories, including the positive impacts on housing, project vignettes, and project start-to-finish features.

B.11 Advertising Campaigns

- a) Recognizing that advertising can be an effective means of communicating with the public, Canada and/or Newfoundland and Labrador may, at their own cost, organize an advertising or public information campaign related to this Agreement or eligible Projects. However, such a campaign will respect the provisions of this Agreement. In the event of such a campaign, the sponsoring Party or Ultimate Recipient will inform the other Parties or Ultimate Recipient of its intention no less than twenty-one (21) working days prior to the campaign launch.