**FUNDING AGREEMENT**

THIS AGREEMENT made the \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

BETWEEN:

**[NAME OF RECIPIENT OF FUNDING]**

AND

**THE NWT LITERARY COUNCIL**

(collectively, the “Parties”)

**WHEREAS** [name of recipient] has applied to the NWT Literacy Council for funding to run a community literacy program in the community of [name of the community] between [date] and [date];

**AND WHEREAS** the NWT Literacy Council is of the opinion that the nature of the program proposed by [name of recipient] is one which should be funded by the NWT Literary Council;

**AND WHEREAS** the NWT Literacy Council has an interest in ensuring that the programs it funds are conducted in a manner that is safe and healthy for both organizers and participants;

**IN CONSIDERATION** of the mutual agreements contained in the Agreement, the Parties agree as follows:

1. The NWT Literacy agrees to provide [name of recipient] with the amount of [DOLLAR AMOUNT IN WORDS] (dollar amount in numbers) to run a community literacy program in [name of the community];
2. The program shall run from [date] to [date] and consists of [brief description of the program] (the “Program”);
3. In return, [name of recipient] agrees to abide by the recommendations of the Chief Public Health Officer (“CPHO”) of the Northwest Territories with regards to public gatherings, as stated in the Public Health Order dated June 12, 2020, or any subsequent Order as may be issued by the CPHO, including:
   1. Limiting the number of participants of the Program to 25 people where activities are held indoors, or to 50 people where activities are held outdoors, or to the number of people permitted by a Public Health Order subsequent to that of June 12, 2020;
   2. Maintaining a distance of at least 2 meters between participants to the Program who do not reside in the same household;
4. [Name of Recipient] shall advise participants that they will not be permitted to participate to the Program or part of the program if they have tested positive for, or are exhibiting symptoms commonly associated with, the novel coronavirus COVID-19;
5. [Name of Recipient] shall immediately advise the NWT Literacy Council should an organizer or a participant of the Program come into contact with a person who is experiencing symptoms commonly associated with the novel coronavirus COVID-19;
6. [Name of Recipient] acknowledges that failure to comply with the conditions set out in this Agreement may result in the withdrawal of funding for the Program, an obligation to repay funding already provided for the Program to the NWT Literacy Council or the refusal of any future applications for funding submitted by [Name of Recipient] to the NWT Literacy Council;
7. This Agreement shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories;
8. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties agree that signatures transmitted electronically, either sent via facsimile or other electronic means shall be acceptable to bind the Parties in the same manner as the original executed copy and delivered in person.

**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.

[**NAME OF RECIPIENT**] **NWT LITERACY COUNCIL**

Per**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Per: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Signatory:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Kathryn Barry Paddock

Executive Director