

SAMPLE

CONTRIBUTION AGREEMENT
(SEED PROJECT)

Dated as of the _____ day of _____, 200__.

BETWEEN:

British Columbia Hydro and Power Authority (in its capacity as the funding entity under the BC Hydro Bridge Coastal Fish and Wildlife Restoration Program (the "BCRP"), having an address for notices at 6911 Southpoint Drive (E14), Burnaby, B.C., V3N 4X8 (hereinafter referred to as "BC Hydro")

AND:

_____ having an address for notices at _____.
(hereinafter referred to as the "Successful Applicant")

THE PARTIES AGREE AS FOLLOWS:

1. The Project:

In accordance with the schedule approved through the BCRP process, the Applicant shall carry out and have sole responsibility for all aspects of project # _____ entitled _____ (the "Project") as described in the attached Grant Application For Seed Funding and approved by the BCRP on _____. The Successful Applicant will cause its employees, agents, contractors and representatives to observe and carry out all the terms and conditions of this Agreement, including without limitation, the attached Schedules A, B, and C the approved Grant Application for Seed Funding, in the performance of the Project.

2. BCRP Project Manager: The Successful Applicant shall direct all questions and communications regarding the BCRP and the Project to the BCRP Program Manager. Until further notice, the BCRP Program Manager shall be Janice Doane, BC Hydro, 6911 Southpoint Drive (E14), Burnaby, B.C., V3N 4X8, Telephone No. 604-528-8189.

3. Deliverables: The Successful Applicant will provide the BCRP Program Manager with a final report when the Project is completed or upon early termination of this Agreement. The final report will describe the project and outcomes attained as well as a financial accounting and confirmation of BCRP recognition. The format for the final report will follow the outline provided in the attached Schedule A. The Successful Applicant will provide the BCRP Program Manager with **two electronic copies** (.pdf files in CD-ROM format placed in an adhesive CD-ROM folder at the back of the final report) and **two hard copies** of the final report in a format satisfactory to the BCRP Program Manager. The final report should be in the 8 ½ x 11 inch size format (maps included), 11 pt font minimum, and must be reproducible. Hand written reports will not be accepted.

4. Public Communications: Where appropriate, all public communications (including, without limitation, media releases, media interviews, signage, brochures and other publications) in connection with the Project will acknowledge the financial support received through the BCRP by using the name "BC Hydro Bridge Coastal Fish and Wildlife Restoration Program", rather than BC Hydro generally, and will not in any way imply BC Hydro's or the BCRP's endorsement or approval of any aspect of the Project, including any process, practice or resulting product. All public recognition and communications must comply with BCRP's communications (including logo use and signage) guidelines, which can be ascertained by contacting the BCRP Program Manager.

5. **Approved Financial Contributions:** Subject to Section 6 and the Successful Applicant's compliance with all of the terms and conditions of this Agreement, the Successful Applicant's maximum funding entitlement in connection with Project work shall be as follows for the following time period (*month/day/year to month/day/year*) during the term of this Agreement:

(Project date from to): \$ _____

The above noted entitlement for a given time period must be claimed before the expiration of that time period and shall be lost if not so claimed in accordance with this Agreement unless otherwise agreed between the parties in advance, in writing.

6. **Terms, Method and Time of Payment:** The Successful Applicant shall receive one lump sum payment upon receipt by the Program Manager of this Agreement signed by both the Successful Applicant and BC Hydro.
7. **Financial Records:** The Successful Applicant will maintain accurate and complete financial records relating to the Project (including reasonable supporting documentation) and shall provide BC Hydro, its agents and representatives, reasonable access to such records during normal business hours for review or audit purposes as may be required by BC Hydro from time to time upon notice to the Successful Applicant.
8. **Term of the Agreement:** Subject to early termination in accordance with Section 15, the term of this Agreement shall commence upon signing of this Agreement as indicated by the date first written above and shall terminate upon the Project end date approved through the BCRP process, as the same may be extended from time to time, or the date the final report, satisfactory to the BCRP Program Manager, is received in accordance with this Agreement, whichever is later.
9. **Amendments:** This Agreement may be amended only by written agreement executed by both parties through their duly authorized signatories.
10. **Relationship Between Parties:** The relationship between the Successful Applicant and BC Hydro is strictly that of a recipient and provider of Project funds respectively, and neither this Agreement nor any action taken by either party pursuant to or in connection with this Agreement shall be construed as creating any joint venture, partnership or employment relationship between the parties, nor shall the Successful Applicant be perceived, or represent itself, in any way as a contractor or agent of BC Hydro for any purpose. The Successful Applicant shall be solely responsible for monitoring of Project work and supervision of its employees, contractors, agents and representatives, and for any and all payments and deductions (including, without limitation, Canada Pension Plan, Employment Insurance, Workers Compensation and Income Tax) required by law or otherwise with respect to such employees, contractors, agents and representatives. BC Hydro shall have no liability for same.
11. **Assignments:** This Agreement shall not be assigned by the Successful Applicant in whole or in part to any third party without the prior written approval of BC Hydro.
12. **Compliance with Laws:** The Successful Applicant shall perform all Project work in accordance with all applicable laws, regulations, rules, codes and ordinances of authorities having jurisdiction, including, without limitation, those pertaining to safety and protection of the environment, including BC Hydro's safety regulations when work is performed on BC Hydro's lands. For certainty, any review or acceptance by BC Hydro, the BCRP Program Manager or any representative of BC Hydro or the BCRP of any document, plan, process, product or practice related to the Project is for BCRP financial or administrative purposes only and shall not be in any way construed as an approval or endorsement by BC Hydro, the BCRP Program Manager or any representative of BC Hydro or the BCRP of such a document, plan, process,

product or practice, or any other aspect of the Project, for any other purpose or from any other perspective, including legal, safety, environmental or otherwise.

13. **Governing Law:** The laws of the Province of British Columbia, and the laws of Canada applicable in British Columbia, shall govern the interpretation and construction of this Agreement.
14. **Indemnity:** The Successful Applicant shall indemnify and hold harmless BC Hydro, the BCRP, and their respective directors, officers, employees, agents and representatives, including BCRP Board members and planning, technical, contingency and other BCRP committee members, (collectively the "Indemnified Parties"), from and against any and all claims, actions, damages, losses, costs, liabilities and expenses (including legal expenses) suffered or incurred by the Indemnified Parties arising out of or in connection with any action or omission, whether negligent or otherwise, of the Successful Applicant or any of its employees, agents, contractors or representatives, including any breach of this Agreement. This indemnity provision shall survive any termination of this Agreement.
15. **Dispute Resolution:** The parties agree to use reasonable efforts to resolve all disputes arising under or in connection with a project or Projects which are the subject of this Agreement in an efficient and cooperative manner by means of direct negotiations between the parties. If the dispute is not resolved within 30 days of commencement of such negotiations, or within such other period as the parties may mutually agree, the dispute shall be referred to binding arbitration, to take place in Vancouver before a single arbitrator in accordance with the terms of the *Commercial Arbitration Act* (British Columbia) as the same may be amended from time to time. Unless otherwise agreed in writing, a) the parties shall bear their own legal fees and expenses in connection with such arbitration but shall otherwise share all costs equally, and b) no proceeding shall be brought by either party before any court or administrative tribunal in connection with the dispute unless the dispute resolution procedure prescribed in this Section is first exhausted. For greater certainty, this section shall not apply to disputes in connection with applications or any other matters other than approved Projects subject to this Agreement.
16. **Termination:** This Agreement may be terminated by the Successful Applicant at any time upon seven days' written notice to the BCRP Program Manager. BC Hydro may, without prejudice to any other remedies it may have, terminate this Agreement by giving written notice to the Successful Applicant in the event of any material breach of this Agreement by the Successful Applicant, provided that it first gives the Successful Applicant, through the BCRP Program Manager, at least seven calendar days written notice to remedy the breach and the Successful Applicant fails to do so to the reasonable satisfaction of BC Hydro. For certainty, a material breach of this Agreement justifying termination by BC Hydro shall include any deviation by the Successful Applicant of 30 days or more from the Project schedule (including the Project commencement date, Project end date, any Project milestone and any progress report due date) as approved through the BCRP process. Termination of this Agreement shall result in the immediate termination of Project funding under this Agreement, except that the Successful Applicant shall be entitled, subject to Sections 5 and 6, to reimbursement for eligible project costs incurred up to the effective date of termination and BC Hydro shall be entitled to reimbursement for any funding provided which has not been spent on the Project and which is not subject to a binding commitment with any Third Party requiring its expenditure.
17. **Severability:** If any provision of this Agreement is found to be illegal, invalid or unenforceable, it shall be severed from this Agreement and such severance shall not affect the legality, validity or enforceability of the remainder of this Agreement unless the effect of such severance is to materially affect the intent or nature of this Agreement.

18. **Remedies:** The rights and remedies of BC Hydro under this Agreement are cumulative and are in addition to and not in substitution for any other rights and remedies available to BC Hydro at law, in equity or otherwise.

THIS AGREEMENT HAS BEEN EXECUTED by the respective duly authorized signatories of the parties, in duplicate, as of the date last written below.

SUCCESSFUL APPLICANT

Signature

Date

Print Name

BC HYDRO

Signature

Date

Print Name

SCHEDULE A
FINAL REPORT GUIDELINES

Cover Page (includes name of project, BCRP project number, prepared for '*applicant's name*', prepared by '*consultant's name*', prepared with financial support of "BC Hydro Bridge Coastal Fish and Wildlife Restoration Program")

Executive Summary

Table of Contents

List of Figures (photographs of before, during and after work)

List of Tables

1. Introduction (includes background and statement of need)
2. Goals and Objectives
3. Study Area
4. Methods
5. Results
6. Discussion
7. Recommendations
8. Acknowledgements (include the financial support of BC Hydro Bridge Coastal Fish and Wildlife Restoration Program)
9. References

Appendices

- I. Financial Statement (Statement of income and expenditures-form attached)
- II. Performance Measures-Actual Outcomes
- III. Confirmation of BCRP Recognition (newspaper clippings, press releases, newsletters, brochures, photographs of signs/plaques, etc.)

FORMAT: 8 ½ x 11 inches in size (maps included), 11pt font minimum, and must be reproducible. Hand written reports will not be accepted.

DELIVERABLES: Two electronic copies (.pdf file in CD-ROM format placed in an adhesive CD-ROM folder at the back of the report) and two hard copies.

I. Financial Statement Form

	BUDGET		ACTUAL	
	BCRP	Other	BCRP	Other
INCOME				
<i>Total Income by Source</i>				
Grand Total Income (BCRP + other)				
EXPENSES	Note: Expenses must be entered as negative numbers (e.g. – 1000, etc.) in order for the formulas to calculate correctly.			
Project Personnel				
Wages				
Consultant Fees				
<i>(List others as required)</i>				
Materials & Equipment				
Equipment Rental				
Materials Purchased				
Travel Expenses				
Permits				
<i>(List others as required)</i>				
Administration				
Office Supplies				
Photocopies & printing				
Postage				
<i>(List others as required)</i>				
<i>Total Expenses</i>				
Grand Total Expenses (BCRP + other)				
BALANCE (Grand Total Income – Grand Total Expenses)	<i>The budget balance should equal \$0</i>		<i>The actual balance might not equal \$0*</i>	

* Any unspent BCRP financial contribution to be returned to: BC Hydro, BCRP
 6911 Southpoint Drive (E14)
 Burnaby, BC V3N 4X8
 ATTENTION: JANICE DOANE

II. Performance Measures

Using the performance measures applicable to your project, please indicate the amount of habitat actually restored/enhanced for each of the specified areas (e.g. riparian, tributary, mainstream).

Performance Measures – Target Outcomes										
Project Type	Primary Habitat Benefit Targeted of Project (m ²)	Primary Target Species	Habitat (m ²)							
			Estuarine	In-Stream Habitat – Mainstream	In-stream Habitat – Tributary	Riparian	Reservoir Shoreline Complexes	Riverine	Lowland Deciduous	Lowland Coniferous
Impact Mitigation										
Fish passage technologies	Area of habitat made available to target species									
Drawdown zone revegetation/stabilization	Area turned into productive habitat									
Wildlife migration improvement	Area of habitat made available to target species									
Prevention of drowning of nests, nestlings	Area of wetland habitat created outside expected flood level (1:10 year)									
Habitat Conservation										
Habitat conserved – general	Functional habitat conserved/replaced through acquisition and mgmt									
	Functional habitat conserved by other measures (e.g. riprapping)									
Designated rare/special habitat	Rare/special habitat protected									
Maintain or Restore Habitat forming process										
Artificial gravel recruitment	Area of stream habitat improved by gravel placement									
Artificial wood debris recruitment	Area of stream habitat improved by LWD plcmt									
Small-scale complexing in existing habitats	Area increase in functional habitat through complexing									
Prescribed burns or other upland habitat enhancement for wildlife	Functional area of habitat improved									
Habitat Development										
New Habitat created	Functional area created									

SCHEDULE B

SAFETY PROTOCOL FOR SUCCESSFUL APPLICANTS

Purpose

To ensure the safety of Successful Applicants (grantees) including their employees, permitted subcontractors, agents, representatives and volunteers, while working in the field on projects receiving funds from the BCRP.

Protocol

The following safety protocol must be followed by the Successful Applicant when the applicant's project includes field work.

1. The applicant must include in their application package, a safety plan that meets their specific safety requirements. Refer to Safety Precautions for working around a dam, generating station and reservoir and Suggested Content of a Safety Plan.
2. The Safety Protocol and the Successful Applicants Safety Plan will be included with the application package as schedules to the Contribution Agreement and becomes binding.
3. The grantee will contact the Plant Manager (or delegate) one month in advance of arrival at the project work site to advise the Plant Manager (or delegate) of their work plan and schedule. At this time, the grantee will also send their safety plan to the Plant Manager (or delegate) and copy the Natural Resource Specialist (NRS). Please refer to Contacts for Safety Plans below.
4. The Plant Manager (or delegate) will determine if there are any safety or operational concerns with the proposed work plan, schedule, and safety plan, and inform the grantee as soon as possible if changes are required. The grantee must address these concerns prior to arriving on site to meet with the Plant Manager (or delegate). The plant Manager (or delegate) may at their discretion and at any time conduct a check to confirm that the grantee is registered and in good standing with WCB.
5. The grantee will make contact with the Plant Manager (or delegate) two days in advance of arrival a the project work site.
6. Upon arrival of the grantee at the BC Hydro facility, the Plant Manager (or delegate) will inform the grantee of known hazards and necessary safety precautions before project work begins. The grantee is responsible for: adhering to the agreed work plan, schedule, and safety plan; the safe performance and implementation of the project; and, the safety of all persons engaged in the performance and implementation of the project.

Contacts for Safety Plans

- ▼ Lower Mainland/Coastal: Plant Manager 604-462-5403, NRS 604-462-5406
- ▼ Southern Interior: Plant Manager 250-259-6326, NRS 250-259-6389
- ▼ Vancouver Island: Plant Manager 250-850-5422, NRS 250-850-5906