



Forestry Futures Trust Committee Terms of Project Approval

Approval of the project set out in the Notice of Approval is subject to the condition that the approved project applicant meets the following terms:

1. No project funding will be provided beyond the maximum project funding as set out in the Notice of Approval.
2. The project funding is provided to the approved project applicant and the approved project applicant may not assign its rights under this agreement without the prior written consent of the Forestry Futures Trust Committee.
3. Money received by the approved project applicant from the Forestry Futures Trust shall be used solely for the purposes of the project.
4. The approved project applicant shall complete the project described in the Notice of Approval and shall use its own funds for completion should the maximum project funding be less than the actual cost of the completed project.
5. The project shall be completed by the project completion date.
6. For projects of two or three years the approved project applicant shall submit to the Forestry Futures Trust Committee a Project Work Report, in the form provided, for each fiscal year in which work on the project is carried out. This report shall be received no later than April 30.
7. Within two weeks of completion of the project, the Final Project Work Report must be completed and forwarded to the Forestry Futures Trust Committee. Final payment in full from the Trustee will not be authorized until this Final Project Work Report has been received and approved by the Committee.
8. The approved project applicant shall submit Invoices for Reimbursement, in the form provided, to the Forestry Futures Trust Committee, c/o Forestry Futures Secretariat in Sault Ste. Marie according to the reimbursement schedule in the Notice of Approval. A Final Invoice for Reimbursement shall be submitted no later than April 30 and shall reconcile amounts reimbursed with actual costs incurred by the approved project applicant as reported in the Project Work Report. The amount of the Final Invoice for Reimbursement shall be for not less than twenty percent (20%) of the total approved funding for the particular fiscal year.
9. The Trustee shall withhold from the payment of each Invoice for Reimbursement, including the Final Invoice for Reimbursement, ten percent (10%) of the amount to be

paid pursuant to the invoice, as required under the Construction Lien Act. The ten percent (10%) hold back shall be released to the appropriate payee forty-five (45) days after the initial payment unless the Ministry of Natural Resources is advised that a notice of lien has been served on the Crown.

10. In the event that the approved project applicant has received reimbursement in excess of the actual project costs as reported in the Project Work Report, the approved project applicant shall pay to the Forestry Futures Trust the amount of such overpayment.
11. The approved project applicant shall maintain proper financial records pertaining to the project for a period of not less than twenty-four months. Appropriate silvicultural records shall be maintained until the end of the ten year period of the current Forest Management Plan (or end of one of the 5 year terms) for the forest management unit on which the project is situated.
12. The approved project applicant shall, upon request, provide the Forestry Futures Trust Committee, an auditor of the Forestry Futures Trust or the Provincial Auditor access to and the right to review and copy and remove any documents with respect to the project.
13. Any information contained in this agreement, the Application, the Notice of Approval, the Invoice Authorization Forms, Invoices for Reimbursement, Final Invoices for Reimbursement and the Project Work Reports or any documents submitted with these documents is public information and may be disclosed by the Forestry Futures Trust Committee, the Trustee or the Minister of Natural Resources in reports that they are required to make or in information that they are requested to provide under the Crown Forest Sustainability Act. It may, subject to the terms of the Freedom of Information and Protection of Privacy Act be released to a third party.
14. The approved project applicant shall not bring an action or proceeding or make a claim against the Forestry Futures Trust Committee, the Forestry Futures Trust or Her Majesty the Queen as represented by the Minister of Natural Resources for any damages, losses or injury including loss of profit that are occasioned by or alleged to in any way result from or relate to the project, this Terms of Approval or any action taken under the agreement.
15. The approved project applicant shall indemnify and save the Trustee, the Forestry Futures Trust Committee and the Minister of Natural Resources, its officers, employees, servants and agents harmless from all costs, damages, losses, judgments or claims in any way related to the project or this agreement.
16. If the Forestry Futures Trust Committee is of the opinion that the approved project applicant has breached a term of this agreement, the Committee shall provide the approved project applicant with notice of the default and an opportunity to correct it within the time specified in the notice.

17. The Forestry Futures Trust Committee may at its discretion; direct the Trustee to discontinue payments and the approved project applicant shall on written demand reimburse the Forestry Futures Trust for any payments made on the approved project if in its opinion,
 1. The approved project applicant breaches a term of this agreement and has not corrected the breach within the time specified under paragraphs 16 and 17.
 2. Funds provided are misused or are not used for purposes agreed upon and set out above.
 3. The approved project applicant provides the Committee or the Trustee with false or misleading information.
 4. The approved project applicant becomes bankrupt or insolvent or transfers its license.
18. If the Trustee discontinues payments under paragraph 16, the Minister of Natural Resources may, at the Minister’s discretion, direct the Ministry of Natural Resources to complete the project.
19. The Notice of Project Approval and its attachments, including this Terms of Approval form the total agreement and may only be amended by written agreement.

DECLARATION

I declare that I have read and will comply with the total agreement including the terms of approval set out above.

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| Seal | Authorized signature: | |
| | Name and title: | |
| | Date: | |
| | Project name: | |
| | Project number: | |
| | Company name: | |