



Official Use Only CSGC Number:	Date Stamp:
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NEW HORIZONS FOR SENIORS PROGRAM (NHSP) GRANT APPLICATION/AGREEMENT – 2013-2014 COMMUNITY-BASED PROJECTS

Please refer to the Applicant Guide to help you complete your application. Once completed, please send your application to the New Horizons for Seniors Program office for your province or territory identified in the “Contact Us” section of this document. Applications must be post marked by the Call for Proposals closing date listed for your province or territory. For the closing date of the Call, see our Web site at www.hrsdc.gc.ca/seniors.

PART A: YOUR ORGANIZATION

1. a) Common name of your organization	
1. b) Legal name of your organization (if your organization is incorporated)	
1. c) Your organization's mailing address	
1. d) Phone Number	1. e) Fax Number (optional)
1. f) Your organization's website address (optional)	
2. a) Name of Executive Director or President	b) Phone Number
3. Organization contact information	
a) Name	
b) Position Title	c) Phone Number
d) Email Address	
4. Preferred language of communication with your organization:	
Verbal <input type="checkbox"/> English <input type="checkbox"/> French	Written <input type="checkbox"/> English <input type="checkbox"/> French

5. a) Is your organization incorporated? Yes No
If yes, what is the incorporation number?

5. b) Canada Revenue Agency Business Number (if applicable)

6. Has your organization previously applied for funding from the New Horizons for Seniors Program? Yes No *If yes, when? (year only)* _____

7. a) Please check the option that applies to your organization.
This information will help us to determine your organization's eligibility.
 Not-For-Profit Sector Private Sector Public Sector

7. b) Please indicate your organization type as listed under Organization Types on page 15 of the New Horizons for Seniors Program Community-Based Projects Applicant Guide.

8. Please tell us about the mandate or purpose of your organization.

9. Please attach documents regarding your organization's legal status and governance.

16. a) For those projects that are primarily for renovations, repairs and purchase and/or replacement of equipment (Program objective: Providing capital assistance for new and existing community projects and/or programs for seniors), as identified in Question 15, please respond to the following questions.

Briefly list your current or proposed programs and activities for seniors.

16. b) Which New Horizons for Seniors Program objective is primarily met through those programs and/or activities for seniors (listed under Q. 16. a)?

- Promoting volunteerism among seniors and other generations
- Engaging seniors in the community through mentoring of others
- Expanding awareness of elder abuse, including financial abuse
- Supporting social participation and inclusion of seniors

16. c) If your project is to do renovations or repairs to a building, does your organization own the building? Yes No N/A

16. d) For those projects that meet all three of the following conditions:

- Primarily meet the objective of *Providing capital assistance for new and existing community projects and/or programs for seniors*;
- Involve renovation or repair work valued at more than \$10,000; and
- Your organization does not own the space to which you are proposing renovations or repairs

Please attach:

1. A copy of your lease agreement (with at least a five-year lease period remaining), including details of the maintenance and upkeep agreement if it is not specified in the lease, AND
2. A letter from the property owner confirming that they agree with the proposed renovation or repair.

17. What is the goal of your project? Please be sure to explain how it meets the New Horizons for Seniors Program objective you have selected.

18. Explain how your project meets one or more of the funding priorities in your province or territory. (Funding priorities are posted on the website: www.hrsdc.gc.ca/seniors)

19. Please provide details about your project, including the primary activities (e.g., steps to complete your project, timeframes, people involved, etc.)

20. Will your project support an activity that is new to your organization? Please explain.

21. Will your project specifically target any of the following groups of people?

Yes No

If yes, please specify:

- Aboriginal persons, including First Nations, Métis and Inuit
- Anglophones in Quebec
- Francophones outside Quebec
- Low income persons
- Members of visible minority groups
- Persons with disabilities
- Ethno-cultural groups
- Isolated men or women
- Other (please specify) _____

22. a) How are seniors involved in the project? (For example, identify their role in the planning and/or running of the project.)

22. b) How many people will participate in the project? Include participants, leaders, administrators and volunteers. Do not include paid staff.

Seniors: _____ Non-Seniors: _____

23. a) Will your project involve other organizations, networks or partners? Please explain their role in the project.

**23. b) If the focus of your project involves other organizations (e.g., school, youth group), please attach a letter from the other organization(s) confirming their participation.
REMEMBER: you will also need a separate letter of community support from another organization.**

24. a) Who will this project benefit, and how will it benefit them?

24. b) How many people will benefit from the activities of the project?

Seniors: _____ Non-Seniors: _____

25. Please attach one or more original letters showing community support for your project.

26. a) Please describe the expected results of your project.

26. b) How will you know if your project is successful?

PART C: PROJECT BUDGET

27. List in the table below all expected sources of funding for your project, both cash or in-kind.

Source of Funding

Identify Contributor		Cash	In-Kind	Confirmed	Anticipated
Government	HRSDC-NHSP				<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
Non-Government				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
Your Organization's Contribution				<input type="checkbox"/>	<input type="checkbox"/>
Total					

These totals should be the same as the total "Funds from Other Sources" in the Budget Details Chart.

28. Please describe the main expenditures your organization plans to make with this grant in order to meet your project objectives. Be sure to explain how these expenditures relate to the proposed project activities.

Capital Expenditures:

Capital Assets:

Professional Fees:

Staff Wages and MERCs (must not exceed 25% of requested funding amount from NHSP):

General Project Costs:

PART D: BUDGET DETAILS

Item (Please provide details for each) See Funding Guide for Details	Amount Requested from NHSP	Funds from Other Sources		Total cost for this category	HRSDC Approved (Dept. Use)
		Cash \$	In-Kind \$		
Capital Expenditures: (Building Renovations and/or Repairs)	\$	\$	\$	\$	
Capital Assets:	\$	\$	\$	\$	
Professional Fees:	\$	\$	\$	\$	
Staff Wages & MERCs:	\$	\$	\$	\$	
General Project Costs:	\$	\$	\$	\$	
Total	\$	\$	\$	\$	

Remember: When completing the Budget Summary, if your requested total exceeds \$25,000, your application will not be considered.

PART E: CHECKLIST

In order for your application to be eligible for funding, you must include:

- The completed original application form signed by the authorized officer(s) of your organization (required);
- The names and addresses of your organization's board of directors or governing body. If your organization is a coalition, network or an ad-hoc committee, please provide the names and addresses of all of the committee members (required);
- Documents about your organization's legal status and governance structure (required);
- At least one original letter showing community support for your project (required);
- A copy of your lease agreement (with at least a five-year lease period remaining) with a letter from the property owner confirming they agree with the proposed renovation or repair, required if applicable (see question 16. d);
- A letter from your project partner(s) confirming their involvement, required if applicable (see question. 23 b);

How did you find out about this Call for Proposals? (optional)

- | | |
|--|--|
| <input type="checkbox"/> Word of mouth | <input type="checkbox"/> Previous grant experience |
| <input type="checkbox"/> NHSP website | <input type="checkbox"/> Presentation by NHSP officer |
| <input type="checkbox"/> Info package received in mail | <input type="checkbox"/> Brochure or poster |
| <input type="checkbox"/> Member of Parliament | <input type="checkbox"/> Fax, internet, website |
| <input type="checkbox"/> Public notice/newspaper | <input type="checkbox"/> Another organization / seniors organization |
| <input type="checkbox"/> A partner organization's newsletter | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Email | |

PART F: DECLARATION AND AGREEMENT

I/We declare that:

- I am/we are duly authorized to submit this Application on behalf of the Organization named in this Application;
- the information provided in this Application and supporting documentation is true, accurate, and complete to the best of my/our knowledge;
- I/we understand that if the information described above is false or misleading, I/we/the Organization may be required to repay some or all of the grant received;
- I/we understand and agree that if the Application is approved payment of the approved grant amount is subject to the Articles of Agreement attached to this Application which shall be legally binding on the Applicant;
- I/we have read, understood and agreed to the attached Articles of Agreement and am/are authorized to agree to the attached Articles of Agreement on behalf of the Organization named in this Application;
- I/we agree that when approved and signed below by a representative of the Department of Human Resources and Skills Development, this Application/Agreement shall constitute a legally binding agreement, effective the date it is signed by the Department representative, between the Organization named in this Application, and Her Majesty the Queen in Right of Canada as represented by the Minister of Human Resources and Skills Development.

Applicant Name	Position/Title	Signature*	Date (YYYY/MM/DD)

*Please ensure that these signatories are the same as those identified in question 10 of the application.

FOR COMPLETION BY THE DEPARTMENT		CSGC File Number:	
The above Application is:	<input type="checkbox"/> Approved	Amount Requested: _____	
	<input type="checkbox"/> Not Approved	Amount Approved: _____	
Date of Approval	Day: _____	Project Start Date: (YYYY/MM/JJ)	Project End Date: (YYYY/MM/JJ)
	Month: _____		
	Year: _____		
Signature of Duly Authorized Representative of the Department of HRSD		Date (YYYY/MM/JJ)	



NEW HORIZONS FOR SENIORS PROGRAM

FUNDING AGREEMENT

BETWEEN

**Her Majesty the Queen in Right of Canada, as represented by
the Minister of Human Resources and Skills Development
(hereinafter referred to as “Canada”)**

AND

**The organization identified in Part A of the Application for Funding
(hereinafter referred to as “the Recipient”)**

Hereinafter collectively referred to as “the Parties”

ARTICLES OF AGREEMENT

Whereas Canada has established the New Horizons for Seniors Program (hereinafter referred to as “the Program”) to provide support for projects led or inspired by seniors that make a difference in the lives of others, and their communities;

Whereas the Recipient has applied to Canada for funding to carry out the project described in Part B (Project Information) of the Application for Funding (hereinafter referred to as “the Project”);

Whereas Canada has determined that the Recipient meets the eligibility requirements of the Program and that the Project qualifies for support under the same; and

Whereas Canada has agreed to grant an amount to the Recipient in support of the Project;

Now, therefore, the Parties agree as follows:

1.0 AGREEMENT

1.1 The following documents constitute the entire agreement between the Parties with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter:

- (a) These Articles of Agreement; and
- (b) The duly completed and signed Application for Funding.

2.0 INTERPRETATION

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of the Agreement:

“Application for Funding” means the New Horizons for Seniors Program Grant Application/ Agreement attached hereto in its six (6) parts, parts A through F;

“Eligible Expenditures” means the expenditures which are listed in Part D (Budget Details) of the Application for Funding and which are accounted for in the “HRSDC Approved column” of the latter;

“Fiscal Year” means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;

“Project Period” means the period beginning on the Project Start Date specified in Part F (Declaration and Agreement) of the Application for Funding and ending on the Project End Date specified in the same; and

“Working Day” means Monday through Friday except statutory holidays.

3.0 EFFECTIVE DATE AND DURATION

3.1 The Agreement shall come into effect on the date Part F (Declaration and Agreement) of the Application for Funding is signed by the last of the Parties to do so and, subject to section 3.2, shall expire at the end of the Project Period unless the Agreement is terminated on a prior date in accordance with these Articles of Agreement.

3.2 All obligations of the Recipient shall expressly or by their nature survive termination or expiry of the Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 CANADA’S FUNDING: PURPOSE AND PAYMENT

4.1 The purpose of Canada’s funding is to enable the Recipient to carry out the Project. The funding shall be used by the Recipient solely for the purpose of paying the Eligible Expenditures.

4.2 The sum of all payments made by Canada pursuant to the Agreement shall not exceed the Amount Approved specified in Part F (Declaration and Agreement) of the Application for Funding.

4.3 Canada shall issue its payment to the Recipient in a single instalment within a few days of the project start date.

5.0 APPROPRIATION

5.1 Any payment under the Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

6.0 REDUCTION OR TERMINATION OF FUNDING

6.1 Canada may reduce its funding under the Agreement or terminate the Agreement, after giving no less than thirty (30) days written notice to the Recipient, if:

- (a) the Program is cancelled;
- (b) the level of funding for the Program for any Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision;
- (c) Parliament reduces the overall level of funding for the programs of the Department of Human Resources and Skills Development for any Fiscal Year in which payment is to be made under the Agreement.

Termination for Default

6.2 (1) The following constitute Events of Default:

- (a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- (b) the Recipient ceases to operate;
- (c) the Recipient is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Recipient, in support of its application for Canada's funding or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada;
- (e) the Recipient no longer meets the eligibility requirements of the Program; or
- (f) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to complete the Project or to achieve the expected results of the Project set out in the Agreement.

(2) If

- (a) an Event of Default specified in paragraph (6.1)(a) or (b) occurs; or
- (b) an Event of Default specified in paragraphs (6.1)(c), (d), (e) or (f) occurs and has not been remedied within thirty (30) days of receipt by the Recipient of written notice of default or within such longer period as Canada may specify, or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period,

Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Recipient.

- (3) In the event Canada gives the Recipient written notice of default pursuant to paragraph (6.2)(2)(b), Canada may suspend payment of any further instalment of the grant under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.
- (4) In the event Canada gives the Recipient written notice of default pursuant to paragraph (6.2)(2)(b), the Recipient shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of the Agreement.
- (5) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

- 6.3 Canada may also terminate this Agreement at any time without cause upon not less than thirty (30) days written notice of intention to terminate.

7.0 RECIPIENT DECLARATIONS

7.1 The Recipient:

- (a) agrees to inform the department in writing if the Recipient no longer meets the eligibility requirements of the Program;
- (b) agrees to declare any amounts owing to the Government of Canada under legislation or funding agreements which become past due and in arrears following the effective date of this Agreement and recognizes that Canada may offset any such amount from payment of any instalment to be paid to the Recipient under this Agreement;
- (c) declares that any person who lobbied on its behalf to obtain the grant that is the subject of the Agreement was in compliance with the provisions of the *Lobbying Act* at the time the lobbying occurred and that any such person to whom the *Lobbying Act* applies has or will receive no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement; and
- (d) agrees to inform Canada promptly in writing of any change to the declaration made regarding other sources of funding under Part C (Project Budget) of the Application for Funding.

8.0 STACKING OF ASSISTANCE

- 8.1 If, between the date of the Recipient's Application and the Project End Date shown on the Application for Funding, the Recipient receives any financial assistance in support of the project from the federal government or from a provincial or municipal government that is in addition to the financial assistance disclosed in the Application for Funding, the Recipient shall inform Canada promptly in writing of the additional assistance received.

8.2 Pursuant to section 8.1, Canada may, in its discretion, reduce the amount of its grant by the amount of any additional assistance that is to be received by the Recipient, or if Canada's grant has already been paid, require repayment of an amount equal to the amount of such assistance. Upon receipt of notice to repay under this section, the Recipient shall repay the amount as a debt due to Canada.

9.0 REPAYMENT REQUIREMENTS

9.1 Without limiting the generality of the foregoing, any part of Canada's funding expended as of the date the Recipient no longer meets the eligibility requirements of the Program shall be considered debts owing to Canada and shall be promptly repaid to Canada upon receipt of notice to do so.

9.2 Interest shall be charged on overdue repayments owing under section 9.1 in accordance with the *Interest and Administrative Charges Regulations* made pursuant to Canada's *Financial Administration Act*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the above-mentioned *Interest and Administrative Charges Regulations*, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

9.3 The Recipient acknowledges that where an instrument tendered in payment or settlement of an amount due to Canada under section 9.1 is, for any reason, dishonoured, an administrative charge of \$15 is payable by the Recipient to Canada in accordance with the above-mentioned *Interest and Administrative Charges Regulations*.

10.0 EVALUATION

10.1 The Recipient shall provide Canada with a final report that summarizes the Project scope, describes the results achieved, explains any discrepancies between the results and the planned or expected results and contains such other information as Canada may specify in writing to the Recipient. The Recipient shall provide Canada with the final report within sixty (60) days following the Project Period.

10.2 The Recipient agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program that Canada may carry out during the Project Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Recipient agrees to

(a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and

(b) provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Recipient.

10.3 The Recipient shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 10.2 (b) only if the person has given their written consent to the release of the information to Canada. The Recipient agrees to make all reasonable efforts to secure such consent during the Project Period. When providing a person's contact information to Canada, the Recipient shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

11.0 INDEMNIFICATION

11.1 The Recipient shall, both during and following the Project Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to the Agreement or done otherwise in connection with the implementation of the Project.

12.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

12.1 The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. The Agreement is a funding agreement only, not a contract for services or a contract of service or employment. The parties hereto declare that nothing in the Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Recipient shall not represent itself as an agent, employee or partner of Canada.

12.2 Nothing in the Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the Amount Approved specified in Part F (Declaration and Agreement) of the Application for Funding. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient may enter into in relation to carrying out its responsibilities under the Agreement or for any obligation incurred by the Recipient toward another party in relation to the Project.

13.0 CONFLICT OF INTEREST

13.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

13.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

14.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S CONTRIBUTION

14.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the agreement to announce the Project. During this 60 day period, the Recipient shall not make any public announcements of funding, deferring all questions to Canada. After the expiry of the 60 day period, the Recipient may begin its own communication activities for the Project.

14.2 The Recipient shall notify Canada twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the project. Canada reserves the right to approve the time, place and agenda of the ceremony.

- 14.3 The Recipient shall notify Canada fifteen (15) working days in advance of any and all communications activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the project.
- 14.4 The Recipient shall ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project.
- 14.5 The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.
- 14.6 The Recipient shall cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Project.

15.0 ACCESS TO INFORMATION

- 15.1 The Recipient acknowledges that Canada is subject to the *Access to Information Act*, and information obtained by Canada pertaining to the Agreement may be disclosed by Canada to the public upon request under the *Access to Information Act*.

16.0 PROACTIVE DISCLOSURE

- 16.1 The Recipient acknowledges that the name of the Recipient, the amount of the grant and the general nature of the Project activities may be made publicly available by Canada.

17.0 OFFICIAL LANGUAGES*

- 17.1 The Recipient shall:
- (a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages;
 - (b) actively offer Project-related services in both official languages;
 - (c) encourage members of both official language communities to participate in the Project; and
 - (d) provide its services, where appropriate, in such a manner as to address the needs of both official language communities.

*HRSDC will determine if this clause applies to your project during the assessment phase.

18.0 INTELLECTUAL PROPERTY

- 18.1 Where in the course of carrying out the Project, the Recipient produces work with Canada's funding, and where that specific work is subject to copyright, the copyright in the work shall vest in the Recipient. However, the Recipient hereby grants to Canada a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Recipient, any such work which is produced by the Recipient.

- 18.2 The license granted under section 18.1 shall be for the duration of the copyright and shall include:
- (a) the right to sub-license the use of the work to any contractor engaged by Canada solely for the purpose of performing contracts with Canada; and
 - (b) the right to distribute the work outside the Department of Human Resources and Skills Development as long as the distribution does not undermine any commercial use of the work intended by the Recipient.
- 18.3 The Recipient agrees to execute any acknowledgements, agreements, assurances or other documents deemed necessary by Canada to establish or confirm the license granted under section 18.1.
- 18.4 Additionally, with respect to any work licensed under section 18.1, the Recipient
- (a) warrants that the work shall not infringe on the copyrights of others;
 - (b) agrees to indemnify and save harmless Canada from all costs, expenses and damages arising from any breach of any such warranty; and
 - (c) shall include an acknowledgment, in a manner satisfactory to Canada, on any work which is produced by it with funds contributed by Canada under this Agreement, acknowledging that the work was produced with funds contributed by Canada and identifying the Recipient as being solely responsible for the content of such work
- 18.5 The Recipient shall provide to Canada, upon request, a copy of any work licensed under this section.

19.0 NOTICES

- 19.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under the Agreement shall be given or provided by personal delivery, mail, courier service, fax or email at the postal address, fax number or email address, as the case may be, of the receiving party as shown,
- (a) in respect of the Recipient, in Part A (Your Organization) of the Application for Funding; and
 - (b) in respect of Canada, in the "Contact Us" section of the Application for Funding.
- 19.2 If there is any change to the postal address, fax number or email address or contact person of a Party, the Party concerned shall notify the other in writing of the change as soon as possible.
- 19.3 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by fax or email, one (1) working day after they are sent.

20.0 DISPUTE RESOLUTION

20.1 In the event of a dispute arising under the terms of the Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section shall affect, alter or modify the rights of either Party to terminate the Agreement.

21.0 ASSIGNMENT OF THE AGREEMENT

21.1 The Recipient shall not assign the Agreement or any part thereof without the prior written consent of Canada.

22.0 SUCCESSORS AND ASSIGNS

22.1 The Agreement is binding upon the parties and their respective successors and assigns.

23.0 COMPLIANCE WITH LAWS

23.1 The Recipient shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation. The Recipient shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

24.0 APPLICABLE LAW

24.1 The Agreement shall be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.

25.0 UNINCORPORATED ASSOCIATION

25.1 If the Recipient is an unincorporated association, it is understood and agreed by the persons signing the Agreement on behalf of the Recipient that in addition to signing the Agreement in their representative capacities on behalf of the members of the Recipient, they shall be personally, jointly and severally liable for the obligations of the Recipient under the Agreement, including the obligation to pay any debt that may become owing to Canada under the Agreement.

CONTACT US

Below is a list of addresses where you should mail your New Horizons for Seniors Program application. If you need any help while you are completing your form, call our toll-free number **1 800 277-9914** and select "0" to speak with an agent. For people using a teletypewriter device (TTY), call **1 800 255-4786**.

ALBERTA

New Horizons for Seniors Program
c/o Calgary Centre Service Canada Centre
Suite 272, 220 - 4th Avenue SE
CALGARY AB T2G 4X3

BRITISH COLUMBIA

New Horizons for Seniors Program
c/o Kelowna Service Canada Office
205 – 471 Queensway Avenue
KELOWNA BC V1Y 6S5

MANITOBA

New Horizons for Seniors Program
Brandon Service Canada Centre
Attn: Programs Unit
Unit 100 – 1039 Princess Avenue
BRANDON MB R7A 6E2

NEW BRUNSWICK

Service Canada
633 Queen Street
P.O. Box 12000
Fredericton, NB E3B 5G4

NEWFOUNDLAND AND LABRADOR

Service Canada
Building 223 Churchill Avenue
P.O. Box 8548
St. John's NL A1B 3P3

NORTHWEST TERRITORIES

New Horizons for Seniors Program
c/o Calgary Centre Service Canada Centre
Suite 272, 220 - 4th Avenue SE
CALGARY AB T2G 4X3

NOVA SCOTIA

New Horizons for Seniors Program
Service Canada
7001 Mumford Road, PO Box 1800
Halifax Shopping Centre, Tower II, 3rd Floor
HALIFAX NS B3J 3V1

NUNAVUT

New Horizons for Seniors Program
c/o Calgary Centre Service Canada Centre
Suite 272, 220 - 4th Avenue SE
CALGARY AB T2G 4X3

ONTARIO

New Horizons for Seniors Program
Government of Canada
430 Courtneypark Drive East, 2nd Floor
MISSISSAUGA, ON L5T 2S5

PRINCE EDWARD ISLAND

New Horizons for Seniors Program
Government of Canada
P.O. Box 8000
85 Fitzroy Street
CHARLOTTETOWN PE C1A 8K1

SASKATCHEWAN

New Horizons for Seniors Program
Government of Canada, Alvin Hamilton Building
4th floor, 1783 Hamilton Street
REGINA SK S4P 2B6

YUKON

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