



FUNDING AGREEMENT (Transfer Payment)

Government Agreement Number

YG Internal File Number

Funding Type:

Project or Operational checkboxes

Within a Funding Program (Y/N) ... Name of Funding Program (if applicable)

An agreement between

Recipient's full legal name, complete address and phone number
Yukon First Nation Culture and Tourism Association
#1-1109 Front Street, Whitehorse
Yukon, Y1A 5G4
Hereinafter referred to as 'Recipient'

and

Yukon Government Department address and contact
Government of Yukon
PO Box 2703 (L-1)
Whitehorse, Yukon Y1A 2C6
Attention: Shannon McNevin
Hereinafter referred to as 'YG'

being collectively the parties (the 'Parties') to this Transfer Payment Agreement (the 'Agreement').

WHEREAS:

A. The Recipient has submitted a proposal for financial assistance for:

Funding Purpose (Short Title - max 60 characters)
to organize and host a Gathering for Yukon Cultural Centres Location: Dawson City, YT

B. YG wishes to provide the Recipient with financial assistance to support the Funding Purpose.

Now therefore the Parties agree as follows:

This Agreement to commence on August 8, 2017 and terminate on January 31, 2018

The maximum amount payable by YG under this Agreement shall not exceed \$ 25,000.00

NOTICES TO RECIPIENT:

- (1) This Agreement is subject to the Standard Terms and Conditions on page 2 of this Agreement, and to the terms set out in the Standard Schedules (A,B & C) appended to this Agreement, and to any other Appendices, Attachments or Schedules that may be appended to this Agreement.
(2) The maximum dollar amount stated above will prevail over any dollar amounts noted in other Schedules, Appendices or Attachments.
(3) The Recipient's performance under this Agreement may be used by YG in evaluating future requests for funding.

IN WITNESS WHEREOF the Parties have executed this Agreement by their duly authorized representatives.

The Recipient agrees to use the funding provided for the specified purpose, and in accordance with the terms and conditions set out in this Agreement, including all Schedules and Appendices (if any)

Signature of Charlene Alexander, ED, dated 16/08/2017, phone number 867-667-7698

YG Certified pursuant to section 23 (contracting authority) of the Financial Administration Act.

Signature of Robin Anderson, A/Director Robin Anderson, dated 08/07/17

## STANDARD TERMS AND CONDITIONS

The parties to this agreement covenant and agree as follows:

- 1.0 YG shall provide the Recipient with financial assistance (the 'Funds' or 'Funding') as set out in the attached Schedules in an amount not to exceed the maximum as noted on Page 1 of this Agreement for the Funding Purpose identified on Page 1 and more specifically described in Schedule A.
- 2.0 The Recipient shall use the Funds to carry out the Funding Purpose in a manner acceptable to YG, and, in respect of the Funds, the Recipient:
  - 2.1 shall follow the budget outlined in Schedule B and shall use the Funding solely for the Funding Purpose;
  - 2.2 shall return any Funds not required for the Funding Purpose to YG;
  - 2.3 shall maintain proper and accurate accounts and records and the original cancelled cheques and invoices relating to the use of the Funds and the expenses incurred by it for the Funding Purpose, which accounts and records shall be subject to audit by an officer or agent of YG at any time up to and including one year from the date of termination of this Agreement;
  - 2.4 shall permit an officer or agent of YG to inspect the Recipient's performance under this Agreement and/or its use of the Funding at any reasonable time up to and including one year from the date of termination of this Agreement, which inspection may occur at the premises of the Recipient;
  - 2.5 shall advise YG, if for any reason, the Recipient is unable to meet its commitments under this Agreement, as set out in Schedules A and B and as approved by YG;
  - 2.6 warrants that it has declared all amounts owing by it to YG and that it is not in default of any payment schedule in respect of any amounts owing by it to YG;
  - 2.7 agrees that any monies due to the Recipient under this Agreement may be withheld by YG and applied against any amounts owing to YG by the Recipient; and
  - 2.8 shall publicly acknowledge the assistance of YG under this Agreement whenever possible, and shall allow YG to make public announcements relating to the Funding.
- 3.0 The Recipient shall report to YG as required by Schedule A (and Schedules B & C, or as per any other attached appendices).
- 4.0 Legal Relationship: The Recipient agrees that it is not, and will not hold itself out to be, an agent of YG, and that the Recipient will indemnify YG against any liability, claim or loss that may arise as a result of what the Recipient does in performing the Recipient's obligations under this Agreement.
- 5.0 Conflict of Interest: The Recipient agrees that no current or former public office holder or public servant who is, or who may be perceived to be, in a conflict of interest situation relating to the Funding shall derive any direct benefit from this Agreement, unless any such benefit is available to the public at large. Furthermore, the Recipient will provide written statements from any YG employee, any elected official or any Cabinet or caucus employee on its board, or otherwise involved with the Recipient that any such person has considered and appropriately addressed any perceived or real conflict(s) of interest.
- 6.0 Termination:
  - 6.1 Either Party may terminate this Agreement without cause by giving the other Party 30 days written notice of its intention to do so.
  - 6.2 Failure by the Recipient to comply with the provisions of this Agreement entitles YG to demand the return from the Recipient of some or all of the Funding, and the Recipient agrees that it will repay any amount so demanded by YG within 30 calendar days of receiving any such demand in writing.
- 7.0 Written Communication: All notices and communications in connection with this Agreement shall be sent to the addresses on page 1 of this Agreement.
- 8.0 NOTICE: By signing this Agreement, you understand and agree that it is not an unreasonable invasion of your personal privacy for YG to disclose any personal information about you that YG collected in the process of administering this Agreement, or that may be set out in this Agreement, and you further understand and agree that YG may disclose such personal information about you to third parties. You further understand and agree that no business information collected by YG in the process of administering this Agreement, or that may be set out in this Agreement, is confidential, and you further understand and agree that YG may disclose any such business information to third parties.

## Schedule A YFNCT Cultural Centers Tourism Development Gathering

### A1.0 Organizational Background, Project Description, Deliverables and Work Plan

YFNCT is a not-for-profit organization formed in 1994 to promote tourism opportunities for Yukon First Nations contributing to the development of Yukon communities and benefitting all Yukon people.

Cultural centers occupy an integral place within their communities as their mandate is to their communities to replenish and revitalize the culture. As such they have a responsibility and ability to share their stories with others including visitors. Each center and community has a unique set of assets and a unique story to share with their visitors. Cultural centers also operate throughout the year as the staff are employed through the First Nations Culture and Heritage departments. This allows them to welcome visitors year round.

YFNCT would like to host a gathering of local and regional cultural centers, existing and proposed, along with key partners and interested parties. As cultural centers are strategically positioned to provide authentic, community based greeting and experiences for visitors; **this Gathering is designed to provide the cultural centers with an opportunity to consider development of year round tourist programming, and to look at ways that we can assist in the sustainability of cultural centers through marketing and development initiatives.** We will invite up to five presenters in total. They will be from successful cultural centers in Northern BC and Alaska who will share their best practices and insights into their development process for visitor programs. A representative from Aboriginal Tourism Association of Canada will provide a national perspective on cultural center tourism development and opportunities.

#### Project Objectives

1. The Gathering will focus on developing products and programming that take advantage of opportunities from FIT and group travelers in summer, winter and shoulder season travelers; in particular aurora viewing tourists.
2. Look at human resource issues on creating genuine opportunities for community members
3. Garner ideas for developing spin off businesses to grow the economic potential of cultural centers.
4. Create awareness of tourism opportunities through travel trade channels
5. Reinforce key stakeholders understanding as to the distinctive place cultural centers hold in the community and in the tourism industry.
6. Create regional networking opportunities to collaborate on our shared opportunities, challenges and experiences
7. Develop a best-practices guide for cultural centers that may include pricing strategies, steps to developing programs, etc.
8. Develop a three year strategic plan for YFNCT's support of cultural center tourism development.

#### Project Benefits

There are many in Yukon's tourism sector who will benefit from this project.

- The participants will gain an understanding of how to best work within the tourism industry to garner direct economic benefits and facilitate opportunities for community members. They will also get assistance developing programming and experiential offerings for visitors to increase revenue and opportunities for community members. Finally they will be introduced to additional avenues of support, training and funding to develop programming.
- The organization will benefit from strengthened relationships with the cultural centers and a better understanding of how they may support their sustainability. They will benefit from a broader regional

network in which to collaborate and support each other; and they will have more aboriginal tourism product to promote to tourists.

- Other Yukon tourism stakeholders will benefit by having new or enhanced aboriginal experiences delivered from cultural centers in Yukon. They will gain a better understanding of aboriginal knowledge and cultural protocols.
- Visitors will benefit by the increase in aboriginal experiences delivered in or from Yukon cultural centers, they will gain a better understanding of how to engage in more meaningful ways with Yukon's first nation culture while on their vacation. They will learn about the different First Nations in Yukon and how they are unique from each other.

#### Performance Measures

This project will be deemed successful by the following measures:

- How many participants attended: What center or community they are from? How many from that community or center attended? And who were they?
- The development of a YFNCT best-practice guide for cultural centers in Yukon that helps them visualize how to undertake development of programming for visitors
- Completion of Cultural Center Gathering satisfaction survey by participants (see attached)
- The development of a strategy which identifies how YFNCT will support tourism development and marketing of the Cultural Centers

#### Project Management

This project will be managed by Charlene Alexander, Executive Director of YFNCT.

The YFNCT board and Advisory committee, along with the tourism development officer have designed the agenda and are assisting with the planning of the event.

As the forum draws nearer we will be hiring a tourism expert to ensure that the workshop being developed are able to produce beneficial results and meet the objectives of the project.

#### Deliverables

The following deliverables will be provided with final reporting:

- digital copies of the presentations delivered by speakers
- copies of the participants completed satisfaction survey
- a final report outlining the successes, or challenges of the project, including the performance measures noted above
- a made in Yukon Cultural Center best-practices guide
- a copy of the 3 year strategic plan for YFNCT for supporting Yukon's cultural centers

#### Draft Agenda

*Monday September 25: Welcome Reception and video screening of "Journeys to Adaka".*

*Tuesday September 26: Product Development Day*

1. Northern cultural center network
2. FIT tourism development workshop
3. Winter/shoulder season tourism development opportunities

*Wednesday, September 27: Growing our influence*

1. Community Building – creating opportunities and maintaining cultural authenticity
2. Strategic Planning – three year plan for YFNCT to support Cultural Center sustainability

3. Trade Circle – discussion with four wholesalers on what they want and need for their guests.

A1.1 The Recipient shall carry out the Funding Purpose in accordance with the work plan as initially approved in writing by YG and as described above in Schedule A 1.0

A1.2 The Recipient may, with the prior written approval of YG, revise the work plan from time to time so as to meet the deliverables required under A1.0.

**A2.0 Reporting**

A2.1 The Recipient shall provide a **final report including** information pertaining to the Performance Measures and Deliverables noted in A1.0, upon completion and no later than **January 31, 2018**

A2.2 The final report must include a financial statement of the **Funding Purpose's expenditures** approved and signed by:

- The Recipient himself or herself attesting to the validity of the financial statements submitted;

A2.3 The financial report must include copies of receipts for approved budget items, according to this agreement. They must be presented in a table format indicating approved budgeted items, next to actual cost of those items. The form of payment and reference number for payment must be included.

## **Schedule B Budget**

### **B2.0 Budget and Expenses**

**B2.1** The Recipient shall carry out the Funding Purpose in accordance with the Budget as approved in writing by YG and attached to Schedule B as an appendix.

**B2.2** Eligible expenses for the purposes of this Agreement shall be those expenses directly related to the Funding Purpose and set out in the attached Budget.

**B2.3** The Recipient may, with the prior written approval of YG, reallocate dollar amounts between eligible expenses within the approved Budget.

**B2.4** The following activities are not eligible for Funds:

- Participant/attendee gifts
- Alcoholic beverages
- Meals (except for refreshment breaks)
- Items of a personal nature, extra-curricular activities
- Costs associated with activities outside of project scope
- Travel for participants / stakeholders

## Schedule C Terms of Payment

**C1.0 Funds**

**C1.1 Limits:**

YG shall provide the Recipient with Funds for the Funding Purpose in an amount not to exceed 90% of the eligible expenses in the Budget to a maximum of \$25,000.00

**C1.2** All dates and dollar amounts contained in the following table (C1.3) are provisional (based upon work plans, schedules and budgets), and may be altered, adjusted or deleted at the sole discretion of YG.

**C1.3** YG shall pay to the Recipient the Funds as follows:

Deliverable(s) [ includes: Milestones and/or other Triggering Events ]	Proposed Date of		
	Percentage of Total	Payment, or, Event	Payment
1. Upon submission of approved proposal and invoice for first payment	40%	August 8, 2017	\$10,000.00
2. upon submission of 2 <sup>nd</sup> invoice with confirmation of speakers and their presentation topics	40%	September 8, 2017	\$ 10,000.00
3. Upon submission of final report, financial report and final invoice based on actuals	10%	Jan 31, 2017	\$5000.00
<b>Maximum Total Payable (as per page 1 of this Agreement)</b> (if amount stated is, or, totals to an amount greater than page 1 of the agreement, then the total on page 1 prevails)			

**Payment will only be made if the required deliverables have been received and deemed appropriate and acceptable by YG**

**Finance Use Only – Pre-approval-(Optional for Departments)**

This agreement meets the financial requirements of the Government of Yukon.

Financial Coding: \_\_\_\_\_

Review and Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Title: Director, Finance & Client Services

Print

Clear

# YFNCT Cultural Centre Gathering 2017 participant satisfaction survey

Yukon First Nation Culture and Tourism Association

1-1109 Front Street

Whitehorse, Yukon

p 867-667-7698 | f 867-667-7527 | www.yfnct.ca | info@yfnct.ca

We hope you enjoyed the gathering. In order for our funders to understand the value and benefits of this project, we kindly ask you to respond to the following satisfaction survey. Your responses are part of our agreement requirements and will be shared with our funders. Please complete this survey and **return it to YFNCT by October 6, 2017**. Thank you! Return by email to: [info@yfnct.ca](mailto:info@yfnct.ca) or fax to the number above.

Name (optional)

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Organization /  
Cultural Centre

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Email (optional)

---

Phone (optional)

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The forum was beneficial for me to attend Choose an item.

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The timing and location worked well for me Choose an item.

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I enjoyed networking with the other Yukon cultural center staff Choose an item.

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Presenter #1 knew their topic well and shared their information effectively Choose an item.

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Presenter # 2 knew their topic well and shared their information effectively Choose an item.

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Presenter # 3 knew their topic well and shared their information effectively Choose an item.

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ATAC presenter knew their topic well and shared their information effectively Choose an item.

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I know what tour operators are looking for or need from a Cultural Centre experience for their clients Choose an item.

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My Cultural Centre is ready to sell to the travel trade Choose an item.

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I will implement some of the best practices I've learned from the Forum, when I return to work at my Cultural Centre Choose an item.

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I will develop a new tourist program for my Cultural Centre this year Choose an item.

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Economic development officers or Ec Dev., corporations would benefit from attending a Cultural Centre tourism development forum so they can assist in moving projects along. Choose an item.

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Please provide any additional comments to the questions above or share with us other comments important to you.

[Response]