





**4.0 TERMS AND CONDITIONS**

If the application for funding as provided for herein is approved by the BCCDC Board of Directors, the Applicant Organization covenants and agrees to undertake the following:

- a. To maintain all original documentation pertaining to the project, program or community event for which funding has been applied for including all financial statements, invoices and receipts and to have these documents made available for inspection or examination upon request by officials on behalf of the BCCDC at any time during normal business hours;
- b. To utilize the funding received only for purposes identified herein and not for any other project or activity without the express written consent of the BCCDC Board of Directors;
- c. To return immediately to the BCCDC, any unused funds not utilized for the purpose of the project, program or community event as identified herein. Further, in the event the final costs associated with the project, program or community event are lower than the costs originally projected, the amount of eligible funding will be adjusted to reflect the lower cost and will be considered an overpayment. Under such circumstances, the Applicant Organization shall within fourteen (14) days following completion of the project, program or community event be required to refund to the BCCDC such funds attributable to the overpayment;
- d. To complete, as and when requested by the BCCDC, a Follow Up Report in a form prescribed by the BCCDC verifying the final costs incurred with respect to delivery of the project, program or community event; and
- e. To authorize the BCCDC to publish for use in conjunction with the preparation of its audited financial statements and annual report, reporting to its membership and to the public, the name or your organization, a description of your project, program or community event and the amount of funding received from the BCCDC. The Applicant Organization hereby acknowledges and agrees that this shall constitute proper and sufficient authority and consent for the release of the said information under applicable federal and provincial legislation including, without restricting the generality of the foregoing, the *Personal Information Protection and Electronic Documents Act (Canada)*

In the event the application for funding is approved and the Applicant Organization fails to comply with the conditions as referenced above, all funds received by the Applicant Organization pursuant to the application shall immediately become payable by the Applicant Organization to the BCCDC and the BCCDC may, as its option, proceed with the exercise of any or all of the following remedies:

- a. The BCCDC may cancel or suspend any further payments to the Applicant Organization with respect to the project, program or community event;
- b. The BCCDC may proceed with the enforcement of any legal proceedings against the Applicant Organizations to reinforce repayment of all monies advanced to the Applicant Organization and owing to the BCCDC as a result of the Applicant Organization's failure to comply with the terms and conditions as prescribed herein. Further, any Applicant Organization that violates the terms and conditions as prescribed herein or fails to make repayment of any monies owing to the BCCDC shall be ineligible from receiving any further funding from the BCCDC with respect to any other project, program or community event until such time as the total amounts owing have been repaid in full to the BCCDC; and
- c. The BCCDC may proceed with the exercise of any other rights or remedies it may have in law against the Application Organization.

**Declaration**

*On behalf of the Applicant Organization, we hereby represent, warrant and certify the following:*

- a. *That the information contained in this application reflects an accurate description of the estimated costs associated with the related project, program or community event;*
- b. *That the information contained in this application is true and correct;*
- c. *That on behalf of the Applicant Organization, we agree to the terms and conditions as prescribed herein and agree to be bound by such terms and condition with respect to receipt of all funding received from the BCCDC; and*
- d. *That we hereby authorize any duly appointed representatives of the BCCDC to obtain from and share with such persons or organization, public or private, any information necessary to complete their assessment of the project, program or community event and the request for funding as outlined herein.*

\_\_\_\_\_  
**Print Name** of Authorized Representative \_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature** of Authorized Representative \_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name** of BCCDC Board Member for your community \_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Signature** of BCCDC Board Member for your community \_\_\_\_\_  
**Date**

**Office Use Only:**      **Complete** \_\_\_\_\_ **Incomplete** \_\_\_\_\_

\_\_\_\_\_  
**Coordinator Signature** \_\_\_\_\_  
**Date**

**\*\*ALL APPLICATIONS SUBMITTED WILL BECOME CONFIDENTIAL & PROPERTY OF THE BCCDC\*\***  
**PLEASE KEEP A SIGNED COPY FOR YOUR FILE AND**  
**SUBMIT (1) COPY BY EMAIL OR FAX**  
**TO OUR OFFICE ADDRESS INDICATED ON THE FRONT PAGE**