

CONTRIBUTION AGREEMENT
BETWEEN THE GOVERNMENT OF CANADA
AND
THE GOVERNMENT OF NEWFOUNDLAND
AND LABRADOR
FOR THE BENEFIT OF THE INNU COMMUNITIES OF LABRADOR
1996 - 1997

CANADA - NEWFOUNDLAND AND LABRADOR - INNU COMMUNITIES

OF LABRADOR CONTRIBUTION AGREEMENT

THIS AGREEMENT entered into the _____ day of
_____ .

BETWEEN:

THE GOVERNMENT of Canada as represented
by the Minister of Indian Affairs and
Northern Development

OF THE FIRST PART

AND

THE GOVERNMENT of Newfoundland and Labrador
as represented by the Premier of the Government
of Newfoundland and Labrador and the Minister of
Development and Rural Renewal

OF THE SECOND PART

WHEREAS the Government of Canada (hereinafter
referred to as "Canada") and the Government of Newfoundland and
Labrador (hereinafter referred to as "Newfoundland") have in the
past entered into special contribution arrangements for the
provision of supplementary programs and services to the residents
of the Innu Communities of Davis Inlet and Sheshatshiu;

AND WHEREAS Canada, through the Minister of Indian
Affairs and Northern Development, maintains a special interest in
the social and economic development of the Innu people;

AND WHEREAS Newfoundland recognizes the need for
supplementary programs and services in the communities of Davis
Inlet and Sheshatshiu and further recognizes that these
supplementary programs and services must be available to all
residents of these communities;

AND WHEREAS Canada and Newfoundland, and
representatives from the communities of Sheshatshiu and Davis
Inlet have recognized the need for an agreement to be entered
into between Canada and Newfoundland which will give the Innu
Communities more control and flexibility in the determination and

management of programs in their own communities;

AND WHEREAS the Treasury Board of Canada, at its _____ meeting, and the Governor-in Council by P.C. _____, of _____, have given authority to the Minister of Indian Affairs and Northern Development to enter into this Agreement on behalf of Canada for the benefit of the Innu of Labrador and approved the terms and conditions of this Agreement;

AND WHEREAS the Lieutenant Governor in Council by Order in Council _____, has authorized the Premier of the Government of Newfoundland and Labrador and the Minister of Development to enter into this Agreement with Canada for the benefit of the residents of the communities of Davis Inlet and Sheshatshiu.

NOW THEREFORE the parties, in consideration of these presents, covenant and agree as follows:

DEFINITIONS:

For the purpose of this Agreement, the following definitions apply:

"Band Councils" means the elected board of directors of the entities incorporated under the laws of the Province of Newfoundland and Labrador under the name of "Sheshatshiu Innu Band Council Inc." for the community of Sheshatshiu and under the name of "Mushuau Innu" of the community of Davis Inlet, and does not refer to the "council of the band" as defined in the Indian Act.

"Innu Communities" means the communities of Davis Inlet and Sheshatshiu and includes all residents of these communities.

APPLICATION OF AGREEMENT

- 1.1 This Agreement shall apply to the Innu Communities.
- 1.2 Nothing in this Agreement shall affect the operation of federal government departments, other than the Department of Indian Affairs and Northern Development or provincial government departments or agencies other than the Department of Development and Rural Renewal and the Department

of Education.

- 1.3 Nothing in this agreement shall prohibit residents of the Innu Communities from seeking access to any federal, provincial or federal/provincial programs and services to which they would otherwise have access.
- 1.4 Should proposals for registration of residents of the communities of Sheshatshiu and Davis Inlet result in the creation of Indian Bands or registration, with or without the creation of bands of persons, as Indians pursuant to the Indian Act in those communities, it is agreed that the parties hereto shall jointly consider any impact of such creation and/or registration on the content, operation and obligations created under this Agreement.
- 1.5 Should other significant changes occur to circumstances affecting the terms of this agreement. It is agreed that the parties hereto shall jointly consider any impact of such changes on the content, operation and obligations created under this agreement.
- 1.6 Nothing in this Agreement is to be construed either as conferring on any person or group of persons any right, benefit, claim or privilege which would not have accrued in the event this Agreement had not been entered, or as recognizing or detracting from any right, benefit, claim or privilege which any person or group of persons may claim apart from this Agreement.

PURPOSE OF AGREEMENT

- 2.1 The purpose of this Agreement is to provide funding by Canada and Newfoundland for the administration and delivery of supplementary provincial and community services and programs for the benefit of the Innu Communities.

- 2.2 The purpose of this Agreement is also to ensure that the supplementary provincial and community programs and services are available to all the residents of the Innu Communities.

OBJECTIVES OF AGREEMENT

The objectives of this Agreement are to:

- 3.1 make available to residents of the Innu Communities, community based and community developed programs designed to assist and support them in achieving their cultural, social and economic goals;
- 3.2 provide a measure of financial support for existing provincial and community services and programs for the residents of the Innu Communities;
- 3.3 assist in the improvement of the standard of living for the residents of the Innu Communities;
- 3.4 enhance the socio-cultural development of the residents of the Innu Communities and enable them to pursue such socio-cultural development within their normal and traditional communities as well as throughout Newfoundland;
- 3.5 make available capital funding to facilitate the construction of modern water and sewer systems for the Innu Communities;
- 3.6 improve the quality of housing available to residents of the Innu communities through programs designed to facilitate new construction and the upgrading of existing housing; and
- 3.7 supplement the educational services to the Innu Communities.

FUNDING

- 4.1 Canada shall contribute to a basic amount of \$ 3,499,900 for one fiscal year (1996 - 1997), under this agreement, subject to the availability of funds

by Parliamentary appropriation.

- 4.2 Newfoundland shall contribute equivalent to a value of \$ 393,393 for one fiscal year under this agreement, subject to appropriation by the House of Assembly, which will be additional to Canada's contribution referred to in 4.1.

ALLOCATION OF FUNDS

5.1 Funds available under this Agreement shall be allocated based on:

- 1) the proposals which were submitted by the two communities for the allocation of federal funding between the two communities for the fiscal year 1996-1997;
- 2) the proposed detailed budgets submitted by each community; and
- 3) the results of the negotiations between representatives of the two Innu Communities, and Canada and Newfoundland.

5.2 Funds are to be allocated for purposes of the following services and programs:

- 1) Federal Contribution
 - a) Supplementary Provincial Programs and Services as referred to in 9.1;
 - b) Supplementary Community Programs and Services as referred to in 9.3;
- 2) Provincial Contribution

Supplementary Provincial Services and Programs as referred to in 9.1.

5.3 The specific list of projects, programs and services for which funds are to be allocated for fiscal year 1996-1997 is attached as **Annex I** and forms part of this Agreement.
Annex I also contains a proposed implementation plan for water and sewer projects in the Innu Communities. This implementation plan may be varied as provided for in section 9.2.B.

5.4 The specific list of the elements of the Supplementary School Board Operations is attached as **Annex I**

and forms part of this Agreement.

METHODS OF PAYMENT

- 6.1 Newfoundland's contribution shall be provided in the form of Supplementary Provincial Programs and Services delivered to the Innu Communities as detailed in **Annex I**.
- 6.2 Canada shall make monthly advance payments to Newfoundland, based on projected cash flows provided by Newfoundland and approved by Canada.
- 6.3 Newfoundland shall make advance quarterly payments to the communities subject to Sections 7.2 to 7.6. Release of these funds may be contingent upon receipt of the required information in the quarterly program and financial reports established pursuant to Section 7.5.
- 6.4 No part of Canada's contribution under this Agreement shall be applied in respect to payments or expenditures which Newfoundland claims or is eligible to claim against Canada under any other federal-provincial agreement.

ACCOUNTABILITY

- 7.1 The Band Councils shall be accountable to Canada and Newfoundland through the Management Committee established pursuant to 10.1.
- 7.2 Accountability by the Band Councils shall take the form of a quarterly financial and activity report, an annual certified audit within 90 days after the end of the fiscal year and by means of their participation in meetings of the Management Committee.
- 7.3 Budgets and annual cash flow projections must be presented and adopted by the Management Committee prior to first quarter funding being allocated and are subject to review at quarterly Management

Committee meetings.

- 7.4 The format of quarterly financial statements shall reflect budgeted allocations, actual expenditures and variances on a program basis.
- 7.5 Quarterly and annual program activity reports to the Management Committee shall reflect all aspects of the program. The format of these reports shall be determined by Canada and Newfoundland in consultation with the Band Councils by October 1, 1996.
- 7.6 In the event of changes to program allocations by Band Councils, the appropriate minutes of council authorizing such changes shall accompany quarterly financial and activity reports submitted to the Management Committee.
- 7.7 Newfoundland shall be accountable to Canada through the Management Committee described in 10.1, for Supplementary Provincial Programs and Services to which Canada is making a financial contribution under this Agreement. This accountability by Newfoundland shall take the form of an annual financial and activity report.
- 7.8 Subject to 7.2, Newfoundland shall provide Canada with an annual certified audit within 120 days of the conclusion of this agreement.
- 7.9 Federal funds for Supplementary Provincial Programs and Services unspent as of March 31, 1997 when this Agreement terminates shall be reimbursed to Canada by Newfoundland unless otherwise agreed by both parties.
- 7.10 Funds for Supplementary Community Programs and Services unspent as of March 31, 1997 shall be reimbursed to Canada by Newfoundland when these funds have been reimbursed to Newfoundland by the Innu Communities. If not reimbursed by Newfoundland, it is understood that those funds shall be deducted from the funding to be provided by Canada to Newfoundland under any future agreement for the benefit of the Innu

Communities unless otherwise agreed by both parties.

INDEPENDENT AUDITS

- 8.1 Auditors may be appointed by Canada or Newfoundland to review the financial records maintained by Newfoundland or the Innu Communities to ensure that the Agreement is being managed in accordance with its terms, that only allowable expenditures have been charged against the Agreement and that generally accepted accounting principles and practices have been consistently applied in the maintenance of financial records.

DELIVERY AND ADMINISTRATION OF PROGRAMS AND SERVICES

- 9.1 Newfoundland shall administer the Supplementary Provincial Programs and Services. For greater certainty, Supplementary Provincial Programs and Services are:
- a) Supplementary School Board Operations and Other Supplementary Educational Services;
 - b) Supplementary teacher allocations by the Department of Education; and,
 - c) Administration by the Provincial Departments of Development and Rural Renewal, Municipal and Provincial Affairs and Education.
- 9.2
- a) Newfoundland may change the allocations for the Supplementary Provincial Programs and Services, provided that the Management Committee considers such changes prior to their being implemented; and
 - b) The allocation of federal funds to the Department of Education for Supplementary School Board Operations and the Department of Development and Rural Renewal for water and sewer construction shall not be varied

by the Management Committee established pursuant to Section 10.1 unless the respective department or agency signifies its acceptance of such a variation in writing.

- 9.3 The Band Councils shall administer the Supplementary Community Programs and Services for the Innu Communities. The Supplementary Community Programs and Services are those programs and services so specified in **Annexes 1 and 5** of the Agreement, exclusive of the capital water and sewer program, which shall be administered by the Department of Development and Rural Renewal in consultation with the communities.
- 9.4 Further to 9.3 and without limiting other procedures which may apply, the following procedures apply to the administration of Supplementary Community Programs and Services:
- a) The Band Councils may transfer funds between projects within the Capital and Community Development components of Community Programs and Services for each community in accordance with the approved procedures contained in **Annex 2** and provided that project criteria approved by the Management Committee are in place for the projects involved;
 - b) Changes in allocation of funds between Capital and Community Development by either community and for new projects in either community shall be approved by the Management Committee in accordance with the criteria contained in **Annex 3** and provided that project criteria approved by the Management Committee are in place for the projects involved; and,
 - c) The Band Councils have developed their own internal control and management procedures as contained in **Annex 4**, and program

descriptions for Supplementary Community Programs and Services as contained in **Annex 5**.

MANAGEMENT COMMITTEE

10.1 A Management Committee of eight members shall be established as soon as possible after the coming into force of this Agreement to make decisions concerning certain changes in budgetary allocations referred to in 9.1 through 9.4, to discuss and resolve other outstanding issues and generally to monitor the implementation of this Agreement.

10.2 The Management Committee shall be composed of:

- a) Two representatives of Canada appointed by the Minister of Indian Affairs and Northern Development,
- b) Two representatives of Newfoundland appointed by the Minister of Development and Rural Renewal,
- c) Two representatives from Sheshatshiu: the Chief or his designated alternate and one councillor,
- d) Two representatives from Davis Inlet: the Chief or his designated alternate and one councillor.

10.3 Members appointed in accordance with 10.2 may be removed and replaced by the person or body responsible for appointing them.

- 10.4 The Chair will alternate between Canada and Newfoundland from one meeting to the next with Canada chairing the first meeting of the Management Committee. The Chairperson chosen from among its two representatives shall be announced by Canada or Newfoundland at the commencement of the meeting or earlier.
- 10.5 A quorum shall consist of at least four members, one member from Canada, and one from Newfoundland and one member from each Innu Community.
- 10.6 Each member of the Management Committee shall have one vote subject to 10.7.
- 10.7 Subject to 13.1, 13.2 and 13.3, all decisions of the Management Committee shall require a simple majority of the members present and voting.
- 10.8 The Management Committee shall meet quarterly, but may be convened more often for special meetings if that is deemed necessary to enable it to most effectively discharge its duties. In the event that a special meeting has been called, Canada shall be responsible for designating a suitable time, place and agenda. On agreement of all members, meetings of the Management Committee may be conducted by conference telephone call. The Chair will be responsible for calling and arranging the quarterly meetings.
- 10.9 Newfoundland shall supply a recording secretary to the Management Committee who shall not be considered a member thereof. The costs of the recording secretary are to be charged as part of the provincial contribution to the agreement.
- 10.10 The Management Committee may make such rules of procedure consistent with this Agreement as it considers desirable in respect of the performance of its duties.
- 10.11 Decisions of the Management Committee shall be implemented expeditiously provided they fall within the terms of this Agreement and the laws and policy

mandates of Canada and Newfoundland.

EVALUATION PROCESS

- 11.1 The Management Committee shall draw up terms of reference for evaluation of this Agreement.
- 11.2 The terms of reference shall be limited to determining whether the objectives of the Agreement have been met and whether the mechanisms developed are appropriate to meet those objectives.

- 11.3 The terms of reference shall not include an evaluation or review of the internal administration of any provincial department or agency, nor any of its employees, except as it relates to the evaluation of the efficiency, effectiveness and economy of the designated programs.
- 11.4 The Management Committee shall appoint a person or corporation to carry out the evaluation.
- 11.5 Both parties and the Band Councils shall provide, without prejudice, such information as may be required in order to evaluate this Agreement. In the event either party or Band Council is unable to provide such information, the Management Committee agrees to meet to resolve this issue so as to ensure that the evaluation process continues.
- 11.6 The evaluation shall be completed prior to the termination of this Agreement.
- 11.7 The evaluation report shall be submitted to each of the parties to the Agreement, and the Band Councils.
- 11.8 The evaluation and review report may be released to the public, interested persons, organizations, and other groups or individuals upon the approval of the parties to the agreement in consultation with the Innu Communities.
- 11.9 The costs of the evaluation process related to the operation of the agreement shall be shared by Canada and Newfoundland on the same proportional basis reflected in the rest of this agreement. The allocation of funds for this portion of the process will be determined by Newfoundland and Canada subject to the appropriations of the House of Assembly and Parliament respectively, and will be additional to funding allocated under the agreement as specified in sections 4.1 and 4.2.

TERMS OF AGREEMENT

12.1 This agreement is for the period of one year from April 1, 1996 to March 31, 1997.

AMENDMENTS

13.1 Amendments to any part of this Agreement may be made upon the written consent of Canada and Newfoundland in consultation with the two Band Councils.

13.2 Any change to **Annex I** (budgetary allocations) shall be made in accordance with **9.1 through 9.4**.

13.3 Authority to make amendments to **Annexes 2, 3, 4 and 5** of this Agreement shall be delegated to the Management Committee and shall require the unanimous decision of the Committee.

SCHEDULES

14.1 All Annexes to this Agreement shall be part thereof.

INTERPRETATIONS

15.1 In this Agreement words in the singular include the plural and words in the plural include the singular and words importing the masculine gender include the feminine and any corporations, all as applicable.

SENATE, HOUSE OF COMMONS AND HOUSE OF ASSEMBLY CLAUSE

16.1 No member of the Senate or the House of Commons of Canada or member of the House of Assembly of Newfoundland shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

NOTICE

17.1 Any notice or written communication required or permitted

to be given pursuant to the Agreement may be given as follows:

a) To Canada:

Regional Director General
Indian & Inuit Affairs
Atlantic Regional Office
P. O. Box 160
Amherst, N.S.
B4H 3Z3

b) To Newfoundland:

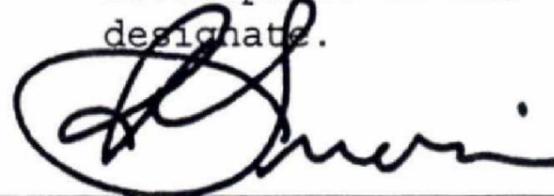
Secretary to the Cabinet
(Labrador and Aboriginal Affairs)
Executive Council
Box 8700
Confederation Building
St. John's, Nfld.
A1B 4J6

IN WITNESS WHEREOF the Honourable Ronald A. Irwin, Minister of Indian Affairs and Northern Development has set his hands on behalf of Canada, and the Honourable Brian Tobin, Premier of the Government of Newfoundland and Labrador, and the Honourable Judy Foote, Minister of the Department of Development and Rural Renewal have hereunto set their hands on behalf of Newfoundland

on this Day of 1996

Witnesses to the Agreement:

Signed and approved on behalf of the Government of Canada as represented herein by: the Minister of Indian Affairs and Northern Development or his designate.

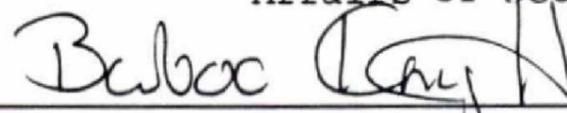


The Honourable Ronald A. Irwin

JUL - 8 1996

Date

Signed and approved on behalf of the Government of Newfoundland and Labrador as represented herein by: the Premier of the Government of Newfoundland and Labrador as Minister Responsible for Intergovernmental Affairs or Sec. to Cabinet for IGA

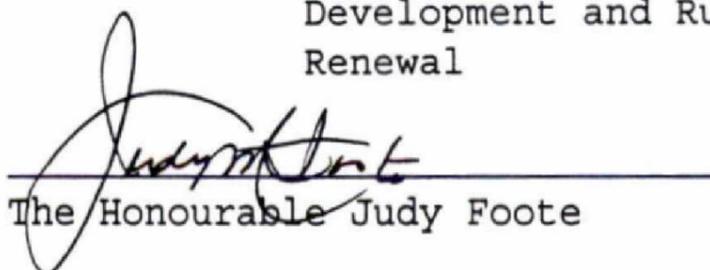


The Honourable Brian Tobin

July 27, 1996

Date

the Minister of the Department of Development and Rural Renewal



The Honourable Judy Foote

August 12, 1996

Date

ANNEX 1

1996-1997
FISCAL YEAR

Federal Contribution	<u>\$3,499,900</u>	
Education		\$ 524,800
Community Services		<u>\$ 2,975,100</u>
	1996-1997 Base Budget	\$ 3,499,900
Provincial Contribution	<u>\$ 393,393</u>	
Supplementary Education		\$ 343,393
Administration (Rural Renewal)		<u>\$ 50,000</u>
		<u>\$ 393,393</u>
	Agreement Total	<u>\$ 3,893,293</u>

DETAILED EDUCATION BUDGET FOR INNU COMMUNITIES 1996-1997

Sheshatshiu Community
Supplementary School Board Allocations

1.	Innu Language	\$ 41,598
2.	Life Skills	\$ 34,427
3.	Innu Archival Materials	\$ 10,650
4.	Modern Technologies	\$ 10,650
5.	Innu Teachers	\$ 82,369
6.	Professional Development	\$ 15,975
7.	Curriculum Centre	\$ 52,505
8.	Innu Counsellor	\$ 25,294
9.	Sports Meet / Creative Arts / Equipment	\$ 12,780
10.	Benefits	\$ 8,350
11.	Grant in Lieu of Taxes	\$ 15,975
12.	Community Use of School	\$ 8,927

TOTAL \$ 319,500

Davis Inlet Community
Supplementary School Board Allocations

1.	Innu Language	\$ 6,180
2.	Life Skills	\$ 2,060
3.	Innu Archival Materials	\$ 3,090
4.	Modern Technologies	\$ 5,150
5.	Innu Teachers	\$ 129,162
6.	Professional Development	\$ 4,120
7.	Sports Meet / Drama / Equipment	\$ 5,150
8.	Debt Management	\$ 30,900
9.	Grant in Lieu of Taxes	\$ 7,725
10.	Community Use of School	\$ 3,090
11.	Teachers' Residences	\$ 8,673

TOTAL \$ 205,300

ANNEX 1 SCHEDULE FOR 1996-1997

Davis Inlet

Education	\$ 205,300
Community Services	<u>\$ 1,247,717</u>
	\$ 1,453,017

Sheshatshiu

Education	\$ 319,500
Community Services	<u>\$ 1,727,383</u>
	<u>\$ 2,046,883</u>

FEDERAL SHARE\$ 3,499,900

PROVINCIAL SHARE\$ 393,393TOTAL AGREEMENT\$ 3,893,293

ANNEX 2

PROCEDURES FOR TRANSFER OF FUNDS BETWEEN PROJECTS WITHIN EACH MAIN COMPONENT, NAMELY CAPITAL AND COMMUNITY DEVELOPMENT.

1. Council will use its best efforts to stay within the limits of the approved budgets.
2. It is acknowledged that expenditures may not always be as predicted and the budget may have to be adjusted in light of changing conditions.
3. Actual expenditures will be compared to the budget and cash flow projection on a quarterly basis and the budget may be modified in accordance with Sections 4, 5 and 6 of this Annex.
4. All budget revisions will be approved by the Band Council, documented in the minutes, and copies of such minutes shall be submitted to the Management Committee as part of the regular quarterly financial report.
5. Council may revise its budget to transfer funds to cover normal unanticipated deficits in other approved categories. Copies of the revised budget and explanations will be submitted to the Management Committee, on a quarterly basis.
6. Capital funds will be maintained in a separate bank account from revenue funds. There will be no transfer of funds between bank accounts, without prior approval of the Management Committee.

ANNEX 3

CRITERIA FOR ACCEPTING CHANGES IN THE ALLOCATION OF FUNDS BETWEEN THE MAJOR COMPONENTS OF THE BUDGET AND FOR NEW PROJECTS.

1. Proposals shall represent community priorities as expressed by the Band Councils and supported by the appropriate minutes of Council.
2. New projects, meaning those not included in Annex 1 or 5, need to receive approval of the Management Committee prior to allocation of funds and implementation.
3. Proposals shall meet the applicable Federal and Provincial legislative and financial requirements.
4. Proposals must receive the approval of a simple majority of the Management Committee.

ANNEX 4

INTERNAL CONTROL AND MANAGEMENT PROCEDURES.

I Current expendituresa) Financial and general controls

- i) Detailed budgets of expenditures are prepared and approved by council.
- ii) Monthly financial statements are prepared and compared to budgets. Deviations from budgets are analyzed and appropriate action taken.
- iii) Council meets regularly and minutes are maintained of all council decisions.
- iv) Bank accounts are reconciled monthly. Dual signatures are required on all cheques.
- v) All books of account are balanced and updated monthly. An accounts payable subsidiary ledger is maintained recording all outstanding bills and is balanced monthly to the general ledger.

b) Purchases, payables, payments (regular purchases)

- i) Only certain designated individuals are authorized to purchase items for council. Suppliers are notified of these individuals.
- ii) When invoices are submitted to the council office the financial administrator examines invoices for:

Signature of appropriate

individual indicating receipt of goods.

Clerical accuracy

Validity of prices

Appropriate expense account distribution available funds.

- iii) When these procedures are satisfactorily performed the invoice is entered in the accounting records.
- iv) All contracts shall be in writing

c) Aircharters (Outpost Program)

- i) Air charter authorization forms are utilized.
- ii) These forms must be presented to the air carrier and signed by an authorized member of council before an aircraft will be used.
- iii) All air carriers in the Goose Bay area have been notified in writing with specimen signatures of those persons authorized to sign the air charter form.
- iv) The financial administrator signs all forms in addition to a council member to verify that sufficient funds are available for the charter.
- v) All flight details including passenger and route are documented on the form.

- vi) Forms are triplicate and pre-numbered with all numbers being accounted for.
- vii) When invoices are received they are matched to the authorization form and differences followed up with the air carrier.

d) Travel expenditures

- i) Where travel advances are issued to travelling officers or employees, these amounts are issued separately to each individual with each person responsible for the amount received. All advances are recorded as an account receivable in the records of the Innu Council until supported by valid receipts.
- ii) All travelling employees or officers must submit standard travel claims documenting valid travel costs incurred. The travel claim documents the purpose of the trip and the expenditures incurred. Supporting receipts should be attached to the travel claim.
- iii) The Band Council has adopted standard per diem rates for reimbursement of meals while travelling on council business. The rate has been approved in the meetings of the council.
- iv) Employees using their own vehicle are to be reimbursed at a rate of 30 cents a km.
- v) The rate for private lodging will be \$20.00 per day.

II Capital Expenditures

- i) Consulting engineers must be in place prior to the commencement of any major capital projects.
- ii) The engineer will prepare the preliminary design working papers and tender documents.
- iii) The engineer will arrange for the calling of public tenders. The lowest or any tender will not necessarily be accepted.
- iv) Local preference may be a criteria in selecting contractors where the benefits justify selecting other than the lowest bid.
- v) The engineer will recommend the contractor to council based upon the tendering process.
- vi) The selection of the council will be clearly documented in the minutes of the council. Where other than the lowest bid is accepted, the reasons for this will also be recorded.
- vii) All contractors will be paid on a percentage-of-completion basis with a ten percent holdback until satisfactory completion of the project.
- viii) All requests for progress payments will be approved by the supervising engineer before payment is made.
- ix) Holdback will be released only when the engineer has certified satisfactory job completion.

ANNEX 5

PROGRAM DESCRIPTIONS OF SUPPLEMENTARY COMMUNITY PROGRAMS AND SERVICES.I General Funding Criteria

- a) All applicants receiving funding under the agreement must comply with these criteria.
- b) The proposals for funding must be consistent with sections 2, 3 and 4 of the contribution agreement.
- c) Applications must be made through or approved by the Band Councils of Davis Inlet and Sheshatshiu.
- d) Applications must be made in writing to the management committee and must document the following:
 - i) Purpose of the funding.
 - ii) Specific objectives and benefits to be achieved: where it is applicable and practical to do so, these objectives should be quantified, i.e. the number of people to participate in the outpost program, the number of families benefiting from the nutritional supplement program, the number of houses to be repaired, etc.
 - iii) A detailed budget of expenditures.
- e) Quarterly and annual reports should compare both:
 - i) the actual costs to the budgeted expenditures, and;
 - ii) where applicable, the benefits achieved to objectives and benefits specified in the original funding proposal.

II Eligible Programs1) ADMINISTRATION AND CORE FUNDINGa) Overhead expensesPurpose

To pay for basic administrative and overhead costs associated with the operation and maintenance of a council and council offices, including (but not necessarily restricted to):

Election expenses
Honoraria
Insurance
Meetings
Office furniture and equipment
Office supplies
Professional fees
Utilities
Travel, including that for Management Committee business

b) Wages and employee benefitsPurpose

To pay for wages of administrative and executive personnel including (but not necessarily restricted to)

- Chief
- Financial administrator
- Office secretary

2) COMMUNITY SERVICESPurpose

To provide the Band Councils with funding to provide basic services to the communities of Sheshatshiu and Davis Inlet, including (but not necessarily restricted to):

- Fire Protection
- Roads and improvements
- Sanitation and waste removal
- Maintenance and repairs to public buildings
- Operation, Maintenance and repairs to vehicles and equipment necessary to provide the above services.
- Wages and benefits of employees involved in the above activities.
- Capital expenditures necessary to provide the infrastructure required to carry-out these services.

3) HOUSING

a) New house construction

Purpose

To provide an adequate level of housing to the Innu Communities.

b) Housing repairs

Purpose

To maintain existing houses to adequate living standards.

c) Housing Subsidies

Purpose

To provide a measure of support to the members of the Innu Communities who have the means to build their own homes in part or have already acquired their own homes outside of funding from native peoples agreement.

d) Criteria

- 1) New housing is to be made available to the residents of the Innu Communities for homes located in, or to be constructed in those communities.
- 2) Eligibility for new homes must be based on the principle of greatest need first. This is to be decided by the Band Councils and documented in the minutes.
- 3) Title to the house and land must be vested in the Band Council's name with full recognition of the occupant's equity.
- 4) All sources of funding required to complete any home or renovations to a home are to be identified in any submission for funding.
- 5) Funds for housing repairs are to be applied to major repairs and not to minor maintenance repairs.
- 6) Capital funds for housing are not to be used for mortgage repayments.
- 7) Appropriate insurance will be required on all homes receiving grants. It will be the responsibility of the Council to affirm that insurance is obtained and made payable to the Council.
- 8) Where an individual has previously received a grant and has sold the home, he or she will not be eligible for any additional grant.

4) MAINTENANCE OF STUDENTS

a) Eligibility

Any student resident of the Innu Communities.

b) Qualifications for admittance

Students qualify for admittance providing:

- a) they are accepted into an Academic Course or Vocational Training at a recognized University or Trade School.
- b) They are recommended by the Band Council.
- c) Students must complete prescribed forms of application for assistance and have proof of acceptance as full-time students, including proof of accommodation, before assistance with transportation is provided.
- d) Applications must be received by the Council at least one month before student is required to travel.
- e) Applications for colleges, universities, etc. outside of the province will not be accepted unless they are accompanied by a recommendation from Memorial University stating that they are unable to offer the relevant course and a recommendation that the student go elsewhere.
- f)
 - 1) Part-time or mature students will not be assisted unless specifically accepted by the Councils.
 - 2) Students who attend for one semester will not be financially assisted to return to place of study unless they have passed the required number of courses or have special approval from the Band Council of Sheshatshiu or Davis Inlet.

- g) The following assistance is provided to eligible students in full-time attendance at University or Trade School:
- 1) Return transportation costs from home community to place of study;
 - 2) Return transportation to home for Christmas or Easter (one per year);
 - 3) Full Tuition;
 - 4) Full costs of books;
 - 5) Full costs of accommodation on campus;
 - 6) Meals at University, or appropriate training institution;
 - 7) Student council fees;
 - 8) Two hundred dollars (\$200.00) per month for pocket money and incidentals (only for persons with dependents);
 - 9) Medical attention, including glasses and/or prescriptions.

Students without dependents, not living on campus, will receive 1,2,3,4,7 and 9 above, plus \$150.00 per week for board, lodging and incidentals.

Students with dependents, not living on campus, will receive 1,2,3,4,7 and 9 above, plus \$181.00 per week with one dependent, \$193 per week with two dependents, \$203 per week with three dependants, \$214 per week with four or more dependents, for board, lodging and incidentals.

The above assistance is provided to eligible students without considering cash on hand, other income, or the family income or circumstances.

The above assistance is subject to change upon review and approval by the Band Council of Sheshatshiu or Davis Inlet as appropriate.

5) CULTURAL PROGRAMS

Including: a) Crafts
b) Arts Program
c) Traditional Customs

Purpose

To assist in promoting the traditional and contemporary lifestyles of the residents of the Innu Communities.

Eligibility

The Labrador Communities of Sheshatshiu and Davis Inlet are eligible.

Qualifications

1. The proposal must show that the project is generally supported by the community.
2. Capital cost cannot be more than 20% of the total allotment of funds for a given project, except where publications of Native material, such as literature and music, require 100% funding.
3. Applicants must demonstrate that all other sources of funding for the cultural programs have been sought before funds from the Agreement will be made available.

6) RECREATION

Purpose

To provide facilities within the communities of Sheshatshiu and Davis Inlet for social and recreational benefits.

Eligibility

Any organization or group within the above communities is eligible.

Qualifications

This project should result in positive social benefits for the community in the areas of:

- a) upkeep of facilities
- b) development of facilities
- c) employment of personnel
- d) development and delivery of programs

7) LIBRARYPurpose

To provide the members of the Innu Communities with public reading material. This is designated to enhance the resident's access to information.

Eligibility

Any community organization and/or group within the communities of Davis Inlet and Sheshatshiu is eligible.

Qualifications

1. The proposal should result in positive social benefits for the community.
2. Funds for this project may be supplemented by other sources, but will not duplicate other such programs.
3. Funds may be used for the purchase of books, magazines, subscriptions for newsletters, information pamphlets, or any other information bulletin.

8) OUTPOSTPurpose

To assist the members of the Innu Communities to pursue, from time to time, traditional living practices away from the home community.

Eligibility

The eligible communities are Davis Inlet and Sheshatshiu.

Eligible Costs

- a) Cost of transportation, by most reasonable means, to the site or sites, travel in and around the sites and return transportation to the home communities.
- b) Costs incidental to a) above including, but not limited to:
 - fuel
 - radios and batteries
 - food
 - miscellaneous
 - supplies

9) TRAININGPurpose

To assist the members of the Innu Communities to pursue academic and technical training.

Eligibility

The eligible communities are Davis Inlet and Sheshatshiu.

Qualifications

This program is to permit the members of the Innu Communities to take advantage of training programs not normally covered by the Maintenance of Students Program.

The training program will be reviewed by the Management Committee which will make the final decision regarding acceptance or rejection of the program.

Eligible Costs

Those costs of transportation, program costs and incidentals, agreed upon by the Management Committee on a case-by-case basis.

10) NUTRITIONAL SUPPLEMENT:

Purpose

To assist the members of the Innu Communities in accessing nutritional supplements, in order to maintain a viable and healthy diet of country foods.

Eligibility

The eligible communities are Davis Inlet and Sheshatshiu.

Qualifications

- a) Funding will be made available to provide country foods to the old aged, disabled and sick of the Innu Communities who cannot participate in the Outpost Program.
- b) Funding may also be made available to provide lunches to schools.

11) SPECIAL PROGRAMS

To provide funding for other programs consistent with the General Funding Criteria that may be approved by the Management Committee, including but not necessarily restricted to:

- Study into teacher's education programs

- Development of local industries including fish camps
 - Formation of development corporations

III CO-MANAGEMENT AND TRUSTEESHIP

It is recognized by the Management Committee that Newfoundland must have the authority to co-manage or take under trusteeship any community or project when management difficulties are recognized and serious enough in nature to warrant such action. These difficulties are usually recognized by:

1. Lack of supporting documents for expenditures.
2. Lack of up-to-date books of record.
3. Expenditure of funds for purposes other than those approved.
4. Overspending without proper authority.
5. Loss of records.
6. Lack of proper audits.

Before Newfoundland, through Enterprise Newfoundland and Labrador, undertakes co-management or trusteeship of a community or project, it will immediately request a special meeting of the Management Committee to report the requirement for this action.

At the next regular Management Committee Meeting, Newfoundland will submit a report outlining their actions and a plan to get control back in the hands of the community or project as quickly as possible.

At each ensuing Management Committee Meeting, Newfoundland shall submit an update on all communities and projects under co-management or trusteeship.