

THE LAW FOUNDATION OF ONTARIO

TERMS AND CONDITIONS OF DISCRETIONARY GRANT

Date: August 24, 2000

Grant No. 439/00

Grant or Project Title: "Improving Environmental Assessment (EA) in Ontario"

Recipient: Canadian Environmental Law Association and The Resource Library for the Environment and the Law
(the "Grantee")

Grant Period Begins: August 1, 2000

Grant Period Terminates: December 31, 2000

Maximum Total Grant: \$14,000.00

Portion from LFO Fiscal 2000 Budget: \$14,000.00
(December 31st year end)

Portion from LFO Fiscal 2001 Budget: \$ NIL
(December 31st year end)

We are pleased to inform you that the Trustees of The Law Foundation of Ontario have approved a grant as noted above. This letter of agreement, together with the grant application, formally set out terms and conditions for the grant. Should you have any questions or if you need further information about the Foundation's policies and procedures, please do not hesitate to contact our office. We wish you every success.

A. General

Upon the Acceptance being signed by a person authorized to sign agreements for the grant recipient (the "Grantee"), The Law Foundation of Ontario (the "Foundation") shall provide the Grantee with a grant in an amount not to exceed the amount stated above to be expended for the purposes outlined in the Grantee's application for funding upon the terms and conditions stated herein and any special conditions noted in Schedule "A" attached hereto. The period of the grant is as stated above or as subsequently altered by the Board of Trustees of the Foundation.

B. Grants for Next Fiscal Year

If all or a portion of the grant indicated above is to come from the Foundation's discretionary grant budget for next year, then the grant shall be subject to monies being available in the fiscal year to which the grant applies. The Foundation does not anticipate any problem in this regard, and will notify the Grantee in the event that its revenue forecast changes.

C. Limitation on Use of the Grant

This grant is made only for the purposes described in the Grantee's application for funding and program or project proposal and any revision of the proposal which may subsequently be approved in writing by the Foundation. The grant funds (and any interest earned on them) may not be used for any other purpose without the Foundation's prior written approval. In absence of express permission from the Foundation, expenses charged against this grant must be incurred after the effective date of the grant, but before the termination date, both dates as stated above. Any funds not expended or committed for the purposes of the grant and within the period for which the grant is given shall be returned to the Foundation together with any interest earned thereon within sixty days of the end of the grant period or any authorized extension thereof. The Grantee will not, without prior written permission to do so, carry forward a "reserve account" from the grant monies, regardless of how such an account may be characterized in the books and records of the grant recipient. No salaries, remuneration or stipends shall be paid by the Grantee from grant monies unless clearly specified in the approved grant application or otherwise specifically approved by the Foundation.

D. Cancellation

In the event that the program or project funded by this grant is cancelled or substantially modified, in the absence of specific written agreement to the contrary, approval for the grant shall be deemed to be withdrawn and any instalments paid to the Grantee shall be refunded to the Foundation forthwith together with any interest earned thereon.

E. Records and Reports

The Grantee is responsible for the expenditure of the funds and for maintaining adequate supporting records. At the conclusion of the grant period, or the conclusion of the project, whichever comes first, the Grantee shall send to the Foundation a financial report detailing the

expenditure of all grant funds received from the Foundation. At the option of the Foundation, the Grantee shall cooperate in the preparation of an audited statement at the expense of the Foundation. At the same time, the Grantee shall send the Foundation an evaluation summary of the project or programs, according to such terms as may be set by the Foundation, including the Grantee's judgement of whether the objectives envisioned in the grant application were achieved.

In the event that the Foundation determines, at its own expense, to conduct an external evaluation or financial audit using its own staff or an external consultant, the Grantee, its employees and agents, agree to cooperate in every respect by providing access and information to the evaluator and/or auditor. (Advice on the contents of the financial report and evaluation summary may be obtained through consultation with Foundation staff.)

F. Copyright

Published materials resulting from this grant may be copyrighted by the Grantee or by the author in accordance with the policies of the Grantee. The Foundation reserves the right to use such publications without payment or royalties. The Grantee shall notify any potential publisher of this right.

G. Acknowledgement of Foundation Grant

In any publication referring to or resulting from the project or program(s) to which the grant applies, appropriate acknowledgement of the Foundation's support shall be made as follows: "Supported by a grant from The Law Foundation of Ontario". The Foundation's official mark (logo), which the Foundation shall supply in copy-ready form at the Grantee's request, shall appear along with the acknowledgement as may be appropriate. A sample of any materials distributed in connection with the project and program(s) supported by this grant shall be sent to the Foundation office.

H. Compliance with Applicable Legislation

In carrying out the project or program(s) funded by this grant, the Grantee agrees to comply with all applicable legislation including federal and provincial laws and municipal bylaws, and including, without limiting the generality of the foregoing, federal and provincial Human Rights Acts, and applicable employment legislation. Failure to comply with the condition set forth in this paragraph shall constitute default and the Foundation shall have no further obligation to provide grant monies, and the Foundation shall also have the right to reclaim in their

entirety all monies paid to the Grantee in connection with this grant.

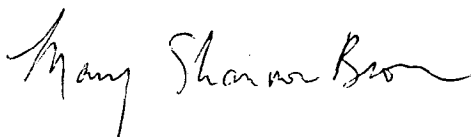
I. Payment Schedule

The Foundation prefers to pay grants on an "as needed" basis. Therefore, the Foundation's officers and agents have been empowered to negotiate a payment schedule with the Grantee. Once the Grantee and the Foundation have reached agreement on a payment schedule, the Grantee may request a letter from the Foundation confirming the arrangement.

J. Signing Grant Agreement

Enclosed is a duplicate copy of this statement of terms and conditions to be signed by the appropriate signing officer of the Grantee signifying agreement by the Grantee with the terms and conditions under which this grant is given.

THE LAW FOUNDATION OF ONTARIO



Mary Shannon Brown
Chief Administrative &
Financial Officer

Acceptance by Grant Recipient

On behalf of the Grantee, I hereby accept and agree to the terms of the grant as set forth in the above letter. I am a duly authorized signing officer of the Grantee.

Date Sept 11/2000

By 

Title Executive Director