

International Convention Attraction Fund (ICAF)

APPLICATION GUIDELINES

EXTERNAL

Background

The International Convention Attraction Fund (ICAF) is designed to demonstrate financial commitments in bids for Canadian cities to host major international conventions in Canada.



1. Applications

Applications must be submitted by Canadian Destination Marketing Organizations (DMOs) (**see applicant eligibility in Annex A**) on a bidding opportunity basis for eligible international conventions (**see event eligibility criteria in Annex A**).

Application Forms:

English Version

French Version



2. Evaluation

If an application is eligible to receive ICAF support, Destination Canada will calculate the funds that may be committed—up to \$1 million CAD—based on a scoring system that evaluates the value of each bidding opportunity, based on select criteria **Interpretation guidelines for criteria are provided in Annex B.**



3. Letters of Support

Financial commitments for eligible events are provided in the form of a letter of support from Destination Canada for DMOs to include in their bids. Destination Canada will endeavour to provide a letter of support within approximately 30 days of receipt of application.

Note: In the case of multiple Canadian cities wishing to bid on the same opportunity, every DMO must submit a formal application to the ICAF. The same letter of support will be provided to each DMO, to be included in their respective bids.



4. Partnership Agreement

If the DMO's bid is successful, the ICAF funds committed to the event are set aside and held separately, until they are released following completion of the event.

Destination Canada and the DMO will negotiate and sign a partnership agreement outlining the terms under which the funding will be released. **Sample partnership agreement terms are outlined in Annex C.**



5. Event Reporting

Within three months of the end of the event, the DMO (or ultimate recipient specified in partnership agreement) must submit a post-event report, including validation of outcomes, to Destination Canada. Event reporting requirements are outlined in further detail in the sample partnership agreement (**Annex C**).



6. Disbursement

Once Destination Canada has approved the final report, and with all conditions of the partnership agreement having been met, the funds committed will be released, under the terms of the partnership agreement.

Annex A: Eligibility Criteria

i. Event Eligibility Criteria

A “Major International Business Event” belongs to a class of large-scale international conferences that:

- Fall within one of Destination Canada’s six priority sectors (life sciences, technology, natural resources, agri-business, advanced manufacturing, finance and insurance) AND/OR align with a Canadian federal government mandate, objective or initiative.
- Produce well-documented economic benefits for host regions
- Qualify as a “citywide” event by attracting a pre-defined minimum number of delegates, proportional to the size of the city, its infrastructure and facilities.

Note:

1. *The purpose of the fund is not to financially support events already secured for Canada, only to provide financial commitments in the bid/consideration phase. Applications must be submitted at least three months prior to the bid due date.*
2. *Multi-year events are not eligible for funding.*

ii. DMO Applicant Eligibility Criteria

DMOs must have an international business events attraction strategy.

An **international business events attraction strategy** includes a comprehensive plan to position a destination as an attractive hub for hosting international business events. Key components of such a strategy include:

- **Hosting Infrastructure and Facilities:** Ensuring the destination provides top-notch venues, accommodation, transportation and supporting facilities for international business events. Specifically, this includes a dedicated convention centre or convention hotel.
- **Dedicated Financial and Human Resources:** Allocating sufficient financial resources and skilled personnel to implement and execute the strategy effectively. This involves budgeting for marketing efforts and other initiatives critical to attracting and hosting international business events.
- **Marketing and Promotion:** Developing effective campaigns that highlight the destination’s strengths and advantages for hosting international business events. This may involve participating in

global industry trade shows and engaging with international clients.

- **Industry Collaboration:** Building partnerships and collaborations with key industry players, associations and organizations to enhance the destination’s ability to attract relevant business events.

By incorporating the need for a strong presence in the international market, an international business events attraction strategy ensures that the destination actively engages with the global business events community, thereby increasing its visibility and competitiveness on an international scale.

Note:

All ICAF applications must be approved by a designated senior DMO representative.

Annex B: Scoring Criteria and Interpretation Guidelines

Scoring Criteria

i. Part A: Economic Profile (Mandatory)

This section evaluates the economic profile of the event, including:

- Anticipated direct economic impact
- Anticipated delegate attendance
- Proportion of delegates attending from outside Canada
- Seasonality – whether the event would take place in low, shoulder or high season

ii. Part B: Legacy Impact (Optional)

This section offers DMOs the opportunity to increase their application score, by demonstrating the potential broader social, economic and environmental impacts of the event.

Criteria includes:

- Alignment with the United Nations Sustainable Development Goals - what is the anticipated impact of the event on the goals?
- Alignment with federal government priorities – Applications with demonstrated interest from a federal government department will also benefit from additional scoring.
- Legacy potential - here the DMO may submit a Legacy Plan for the event
- Impact on Indigenous Peoples – does the Legacy Plan involve the Indigenous community?

Interpretation Guidelines

Alignment with the United Nations Sustainable Development Goals (UN SDGs)

The Sustainable Development Goals are a universal call to action to end poverty, protect the planet and improve the lives and prospects of everyone, everywhere. The 17 goals and their 169 targets were adopted by Canada alongside all UN Member States in 2015.

Resources:

- United Nations Sustainable Development Goals (official website):
<https://www.un.org/sustainabledevelopment/>
- Canadian Indicator Framework for the Sustainable Development Goals Data Hub (beta website):
<https://sdgcif-data-canada-oddcic-donnee.github.io/>

Applicants may articulate how the bidding opportunity aligns with one or more targets of the 17 goals.

Alignment with federal government priorities

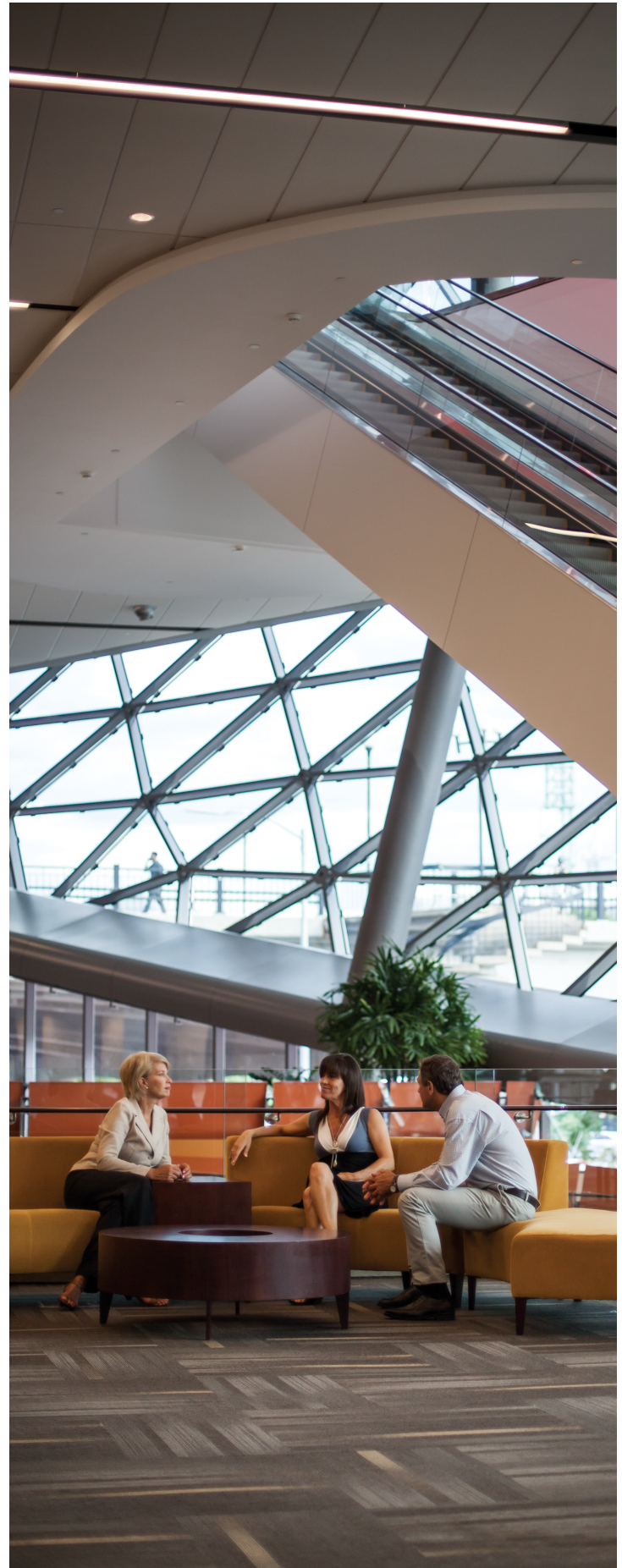
DMOs may cross reference the subject matter of the international conference bidding opportunity with federal government priorities, mandates or initiatives, which can be found by consulting Ministerial mandate letters and departmental plans.

Mandate letters:

<https://www.pm.gc.ca/en/mandate-letters>

Departmental plans:

<https://www.canada.ca/en/treasury-board-secretariat/services/planned-government-spending/reports-plans-priorities/2022-23-departmental-plans.html>



GUIDE TO CREATING A LEGACY PLAN

ICAF (International Convention Attraction Fund): Guide to Legacy Impact

International Business Events hosted in Canada can be powerful tools for achieving long-term impact and can leave behind lasting legacies.

As part of the ICAF Application assessment, you are encouraged to develop a Legacy Impact Plan for the business event you are seeking to host, which will earn additional bonus scoring.

The following 5 steps can help you to draft such a strategy in collaboration with your Local Host and/or Local Organizing Committee (word count: min 500 words).

Note:

1. If the Client organization already has an existing legacy plan for the event, please disregard these questions and attach the plan directly.
2. Incorporating indigenous community impact into your legacy plan will earn separate additional scoring.



What broad societal needs can the event help address?

Think big – work with your local host/local organizing committee to identify a societal impact that can be achieved through this event. Key themes and examples of societal needs can be found in the [next page](#).

What specific outcomes will you seek to achieve through this event?

Build on the analysis by defining specific outcomes from the event that can contribute to long-term impact and addressing broad societal needs.

Who will be accountable for achieving and reporting on these outcomes?

Identify who will be responsible for project planning and taking the necessary steps to leverage the event and achieve the stated outcomes. This could be the Destination Marketing Organizations (DMOs), the local host, local stakeholders, the event organizer, etc.

How will you achieve your desired outcomes?

Outline the planned activities you envision in the leadup to the event, during the event, and after the event to achieve the stated outcomes.

How will you measure your achievements?

Destination Canada requires a 1-year post-event legacy survey to be completed for applicants that have provided a legacy plan. Identify the main indicators that will demonstrate achievement of or progress towards your stated outcomes 1 year after the event.

Key themes of societal impacts and examples:



Training & Human Capital Development Opportunities:

- New educational programs focused on the field
- Increased talent pool within the local sector

Innovation & Knowledge Economy Development:

- New R&D and innovation projects created
- Sector expansion in knowledge and technology creation leading to new products and frameworks



Awareness of Social Issues:

- New social initiatives developed
- Tackling social causes through events

Diverse Points of View:

- Increased engagement by the public with the sector
- Development of social infrastructure

Social Attitudes Change:

- Shifting trends and norms
- More inclusive supply chains



Influence on Local Business Context:

- Enhanced sectoral capacity for resilience
- Recognition of the sector by the government

Ability to Influence Decision-Making:

- Increased political interest in the long run
- Ethically, morally, and politically 'acceptable' practice



Increased Business Opportunities:

- Growth of revenue for local enterprises within the sector
- International visibility of the (national or local) sector

Financial Stream into Local Businesses:

- External recognition of the sector leading to investment
- Growth of the sector/industry



Learnings Around New Technologies:

- Technological integration
- Built environment that ensures healthy behaviors

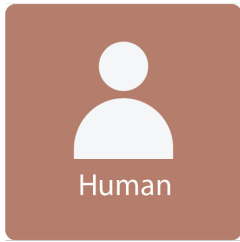
Understanding of Circularity in Manufacturing:

- New tech development
- Accessibility & inclusive spaces (universal design)

Temporary and Permanent Reconfigurations:

- Temporary reconfiguration of public & private spaces
- Permanent reconfiguration of public & private spaces
- Reduction of waste and better utilization of manufactured goods

Key themes of societal impacts and examples:



Increase in Trust and Mutual Support:

- Positive discrimination embedded into event planning
- Gender equality

Increased Awareness of Barriers to Inclusion:

- More inclusive registration and participation mechanisms
- Reduction of inequalities

Developing Local Talent:

- Better working conditions
- Social inclusion



Showcasing Local Assets & Traditions:

- Integrating local culture into the place image
- Preserving local assets and traditions

Showcasing Indigenous Culture:

- Amplifying local narratives
- Preserving cultural assets

Showcasing Local Artists and Cultural Producers:

- Local access & engagement with culture
- Heritage protection and restoration



Raising Awareness of Risks and Environmental Issues:

- Changes to risk management approaches
- Fight against climate change

Attendees Making Sustainable Choices:

- Carbon positivity: Overcompensation of GHG emissions
- More resilient natural environment

Sustainable Event Certification:

- Short circuit chain of provisioning implemented and sustained
- More green spaces



*The Destination Canada Impact Framework was developed by our partner **#Meet4Impact** and is based on their copyrighted BE Impactful Framework*

Annex C: Sample Partnership Agreement

The sample partnership agreement below is provided for information only. The final terms and conditions agreed between Destination Canada and the DMO may vary.



International Convention Attraction Fund Partnership Agreement [Destination Marketing Organization (DMO) Name]



This Agreement between the Canadian Tourism Commission, dba Destination Canada (“**Destination Canada**”) and [Destination Marketing Organization (DMO) Name] (the “**DMO**”) made effective the __ date of __, 20__. The Parties agree that this Partnership Agreement, including the terms and conditions attached, form the Agreement between the Parties.

Event Details

<p>Background</p>	<p>Destination Canada is pleased to inform the DMO that to support bringing the [YEAR Client Name (acronym) Meeting Name] (the “Event”) to [city], Destination Canada will provide the DMO with financial support under its International Convention Attraction Fund (the “Fund”). These funds will be used by the DMO to – [EXAMPLE - help offset the cost of basic meeting room rental charges at the Convention Centre].</p> <p>The Fund is being financed by the Government of Canada and administered by Destination Canada.</p>
<p>Calculation of Financial Contribution</p>	<p>Destination Canada has committed a maximum of [\$amount] CAD towards the Event (the “Financial Contribution”).</p> <p>The total Financial Contribution payable by Destination Canada to the DMO will be determined on a sliding scale, as follows:</p> <ol style="list-style-type: none"> 1. If [Actual Delegates] is equal to or greater than [75%] of [Anticipated Delegates], the DMO will receive 100% of the Financial Contribution. 2. If [Actual Delegates] is equal to or greater than [50%] of [Anticipated Delegates] but less than (75%), the DMO will receive the equivalent percentage of the Financial Contribution. 3. If [Actual Delegates] is less than (50%) of [Anticipated Delegates], the DMO will not receive any portion of the Financial Contribution. <p>Definitions:</p> <ol style="list-style-type: none"> a. “Anticipated Delegates” means the total number of anticipated delegates projected to attend the Event, as listed in the DMO’s Fund application. b. “Actual Delegates” means the total number of delegates who attended at least one day of the Event. Delegates who register but do not attend the Event are not included. <p>Example:</p> <p><i>Financial Contribution (maximum) = \$100,000</i></p> <p><i>Anticipated Delegates = 2,200</i></p> <p><i>Actual Delegates = 1,320 (60% of Anticipated Delegates)</i></p> <p><i>Financial Contribution (payable) = \$60,000</i></p>

<p>Funding Conditions</p>	<p>The Financial Contribution will be released to the DMO once determined in accordance with the above criteria and once all of the following Funding Conditions have been met:</p> <ol style="list-style-type: none"> 1. The Event having been held in [the City], on or before [xxxx] [and having satisfied the following criteria]: <ol style="list-style-type: none"> (a) [list any other mandatory criteria for the event to qualify]. 2. Delivery to Destination Canada of a Post-Event Report within 90 days of the end of the Event, [insert date] (the “Event Date”), including: <ol style="list-style-type: none"> (a) summary of the Event background (b) detailed demonstration that the Funding Conditions have been met, including the attendance numbers required to calculation the Financial Contribution payable. (c) [INSERT DELIVERABLES] summary of Room Attendee origin or residence; city, prov/state, country, and hotel room pick up. (eg. International attendees) <p>Destination Canada will have 90 days to review the Post-Event Report to confirm the contents, the amount of the Financial Contribution owing and satisfaction of all Funding Conditions.</p> <p>(collectively the “Funding Conditions”)</p> <p>Failure to meet any of these Funding Conditions prior to the applicable date will result in Destination Canada revoking its commitment to advance the Financial Contribution.</p>
<p>Legacy Reporting</p>	<p>[Include if Applicable]: The DMO agrees to prepare a one-year Legacy Report for Destination Canada to report on any outcomes planned in its original application. Destination Canada will be responsible for providing a reporting form to the DMO. The DMO will have 90 days to complete the report once received and will cooperate with Destination Canada in the preparation of the report.</p>
<p>Payment Details</p>	<p>The calculated Financial Contribution will be payable to the DMO [or to the DMO’s designated recipient, [name of organization] (the “Designated Recipient”)] upon satisfaction of all Funding Conditions and approval of the Post-Event Report.</p> <p>The DMO will be responsible for invoicing Destination Canada [or causing the Designated Recipient to invoice Destination Canada] on receipt of Destination Canada’s confirmation that the DMO has met all Funding Conditions and the Post-Event Report is approved. The invoice will be payable by Destination Canada within 60 days of receipt.</p>

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the Effective Date.

 DMO Representative Name:
 Job Title:
 Date:
 Email:

 Name:
 Job Title:
 Destination Canada
 Date:

Terms and Conditions

1. Definitions:

- 1.1 The following terms used in this Agreement shall have the following meanings:
- a) **"Agreement"** means the Event Details commencing on page 1 of this Agreement, these Terms and Conditions, any schedules to this Agreement and any amendments made in accordance with this Agreement.
 - b) **"Applicable Laws"** mean all applicable requirements, laws, statutes, codes, acts, ordinances, approvals, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licences, authorizations, directions, and agreements with all authorities that now or at any time hereafter may be applicable to either this Agreement, the Fund, the Event or any part of them.
 - c) **"Confidential Information"** means all information, knowledge, data, technical information, know-how or property which is related to the terms of this Agreement, including the terms of this Agreement itself, research and development activities, product and marketing plans, government strategies, customer, partner and supplier information, financial affairs, and all information of a Party that is of a confidential nature, including all confidential information in the custody or control of the Party, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the other Party in connection with this Agreement. Confidential Information does not include information that: (a) is or becomes generally available to the public through no fault of the receiving Party, or (b) was in its possession or known by the receiving Party prior to receipt from the disclosing Party, or (c) was rightfully disclosed to the receiving Party without restriction by a third party, or (d) was independently developed by the receiving Party as evidenced by the receiving Party.
 - d) **"Funding Conditions"** means the conditions identified in the Event Details that must be met in order for the DMO to receive the Financial Contribution.
 - e) **"Financial Contribution"** means the amount payable by Destination Canada to the DMO as calculated in accordance with the Event Details.
 - f) **"Intellectual Property Rights"** means all intellectual property rights including, without limitation, any copyright, patent, trademark or trade secret, concepts, techniques, ideas, information, documentation, derivative works and any other materials, however recorded, and developed, whether registered or unregistered.
 - g) **"Parties"** means Destination Canada and the DMO and **"Party"** means either one of them.
 - h) **"Payment Details"** means the payment details set out in the Event Details.

2. Funding

- 2.1 The DMO has applied for, and Destination Canada has approved, payment of the Financial Contribution to the DMO under the Fund, subject to the completion of the Funding Conditions and the terms of this Agreement.
- 2.2 Payment of the Financial Contribution will be made following Destination Canada's receipt of an invoice, in accordance with the Payment Details.

3. Reporting

- 3.1 The DMO will comply with all reporting obligations set out in this Agreement. In addition, the DMO will provide interim reports on the progress of the Event and the status of the Funding Conditions where reasonably requested by Destination Canada, together with such supporting documentation as may be reasonably required.
- 3.2 The DMO grants Destination Canada the right to utilize and publish portions of the Post-Event Report and Legacy Report identified in the Event Details for matters related to the Fund.

4. Termination Date

- 4.1 This Agreement shall terminate 180 days following the Event Date or earlier in the event of termination pursuant to this Agreement.
- 4.2 Destination Canada may terminate this Agreement immediately if:
- a) the Event is cancelled for any reason;
 - b) the DMO fails to meet any one or more of the Funding Conditions by the specified dates;
 - c) the DMO fails to comply with the terms and conditions of this Agreement or any other agreement it has with Destination Canada, provided that Destination Canada provides the DMO with notice of such non-compliance and the Organization fails to correct such non-compliance within 10 business days; or
 - d) in Destination Canada's reasonable opinion, circumstances arise in relation to the DMO or the Event that would make Destination Canada's continued involvement with the Event likely to cause material damage to the reputation, image or goodwill of Destination Canada.
- 4.3 The DMO may terminate this Agreement on 30 days prior notice to Destination Canada.
- 4.4 In the event this Agreement is terminated under sections 4.2 or 4.3, Destination Canada will not be required to advance the Financial Contribution to the DMO. If the Financial Contribution has been paid to the DMO and this Agreement is terminated under sections 4.2 or 4.3, the DMO shall immediately repay the Financial Contribution to Destination Canada.

5. Non-Appropriation

- 5.1 Any payment to be made by Destination Canada is subject to there being an appropriation by the Parliament of Canada for the fiscal year in which the payment is to be made. If the appropriation is changed by Parliament or if funds are not available for any other reason, the Financial Contribution may be reduced or this Agreement terminated, by notice sent to the DMO.

6. Representations, Warranties and Covenants

- 6.1 Each Party represents and warrants that it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to or contemplated by this Agreement and to carry out and perform all of its obligations and duties hereunder and thereunder.

7. Audit Rights

- 7.1 The DMO shall maintain separate, full and proper books of accounts, records, contracts paper correspondence, invoices for the conduct of the Event.
- 7.2 Destination Canada shall have the right to verify the DMO's obligations under this Agreement, including the calculation of the Financial Contribution and satisfactory completion of the Funding Conditions, and the DMO agrees to cooperate in providing necessary documentation for verification purposes. Such documentation may include official attendance records, contracts, registration and attendance reports, and any other documentation reasonably required by Destination Canada.
- 7.3 Destination Canada's obligations and liability under this Agreement are strictly limited to the payment of the Financial Contribution. The DMO assumes full financial responsibility for the Event.

8. Confidentiality

- 8.1 Each Party agrees that information shared by other Parties to this Agreement in connection with this Agreement, the Event or the Fund is the Confidential Information of the originating Party and, except as expressly permitted in this Agreement, will not be disclosed to any third party without the prior written consent of the originating Party or where required by law. Each Party shall protect the Confidential Information with a reasonable degree of care, including employing industry standard security procedures to prevent unauthorized disclosure of Confidential Information and not use the Confidential Information except for the purposes related to this Agreement, or as otherwise agreed in writing.

9. Publicity

- 9.1 Destination Canada shall have the right to publicly disclose the fact that the parties have entered into this Agreement and the Financial Contribution particulars in connection with the Fund. The DMO grants to Destination Canada the right to use the DMO's logo in connection with such publicity.
- 9.2 Where Destination Canada's public relations and communications teams, and its associated federal government department, want to publicize the DMO's use of this Agreement and the Fund, the DMO will work with Destination Canada's public relations and communications teams, and its associated federal government department, to publicize this Agreement and the Fund.
- 9.3 The DMO shall not publicly disclose the details of this Agreement without the prior consent of Destination Canada, not to be unreasonably withheld.
- 9.4 For any public announcements by the DMO about the Event (press releases, fact sheets, blog posts, etc.), the DMO must include language, to be provided by Destination Canada, that highlights Destination Canada's support. Where the DMO's logo appears in such announcement, Destination Canada's logo will be included alongside and the DMO's logo unless otherwise directed by Destination Canada.

10. Intellectual Property

- 10.1 Each Party acknowledges that the other owns and shall own all right, title and interest in and to its Intellectual Property. Neither Party shall use any Intellectual Property of the other Party without the prior written consent of an authorized representative of such Party. In the case of trademarks, whether registered or unregistered, where prior consent to use such trademarks has been granted, all use will be in accordance with the terms hereof and the brand guidelines of the Party owning such trademarks and in a manner as to sufficiently protect and preserve all the rights of such Party in the trademarks. When written consent to use trademarks by a Party is provided, the other Party will be granted a non-exclusive, royalty free, fully paid up right and license to use, reproduce and distribute the trademarks in question for the purposes underlying this Agreement only and to authorize other persons of the other Party, including agents, contractors or personnel to do any of the former on behalf of the other Party.

11. Indemnity

- 11.1 The DMO agrees to indemnify and save harmless Destination Canada from and against all claims, losses, damages, actions, payments, judgements or settlements of any kind brought against or recovered from Destination Canada in any manner directly or indirectly caused, in whole or in part by, any act, omission, fault or negligence of the DMO, or of anyone acting under its direction or control or on its behalf in connection with the Event.

12. Insurance

- 12.1 Each Party agrees to obtain and maintain appropriate public liability and casualty insurance, or adequate levels of self-insurance, to insure against any liability caused by that Party's obligations under this Agreement.

12.2 The DMO shall maintain commercial general liability insurance in accordance with this Agreement and shall name Destination Canada as an additional insured with respect to the Event and the activities being carried on by the DMO in connection with the Event.

13. Amendments

13.1 Each Party agrees that any change to this Agreement, including but not limited to the Event Details, subsequent to the execution of this Agreement will be documented by way of an amendment executed by all Parties prior to such change occurring.

14. Notices

14.1 Any notice, demand or other communication required between any Party hereunder shall be in writing and delivered to by registered mail or email as follows:

- a) If to the DMO, to the person identified in the Event Details section as the DMO Representative;
- b) If to Destination Canada, to:
Robert McCreight, Director of Business Events
800 - 1045 Howe St., 8th Floor
Vancouver, BC V6Z 2A9
mccreight.robert@destinationcanada.com

14.2 Any notice sent by registered mail shall be deemed to have been received by the Party to whom it was addressed on the second mail delivery day following the day on which it was posted. Any notice sent by e-mail shall be deemed to have been received by the Party to whom it was addressed on the day on which it was sent if sent prior to 5:00 pm PST or if sent after 5:00 pm PST, the following business day. No Saturday, Sunday, or statutory holiday shall be considered a business day. Either Party may change its notice for addresses upon providing the other Party of notice of such change.

15. Governing Law and Dispute Resolution

15.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the Applicable Laws of Canada without giving effect to any choice of conflict of law provision or rule.

15.2 In the event of any dispute, claim, question or difference arising out of or relating to this Agreement, the Parties hereto shall use their best endeavours to settle such disputes, claims, questions or differences. To this effect, they shall negotiate with each other, in good faith and understanding of their mutual interest, to reach a just and equitable resolution satisfactorily. If a dispute arises that the Parties' representatives for this Agreement are unable to resolve, the Parties will refer the dispute to their Vice-President or higher authority (the "Senior Representatives") to resolve the dispute. If the Senior Representatives are unable to resolve the dispute within thirty (30) days, then either party may refer the dispute to final and binding arbitration in accordance with the then-current rules of the Vancouver International Arbitration Centre ("Arbitration Authority") and the provisions hereof by delivering written notice of its intent (the "Notice of Arbitration"). The following provisions will govern any arbitration hereunder:

- a) the place of arbitration will be Vancouver, British Columbia, Canada, and all proceedings and communications will be in English;
- b) the arbitration will be conducted by a single independent arbitrator agreed to by the parties within 20 days of the Notice of Arbitration. If parties are unable or fail to agree an arbitrator, the arbitrator will be appointed by the Arbitration Authority;
- c) the Parties shall each bear their own legal costs and expenses of the arbitration and the party that does not prevail in the arbitration proceeding will pay the arbitrator's fees, unless the arbitrators otherwise so determine;
- d) judgment on the arbitration award may be entered in any court having jurisdiction thereof; and
- e) The arbitration procedures, hearings, documents and award shall remain strictly confidential between the parties.

15.3 Nothing in section 15.2 shall prohibit a Party from seeking interim injunctive relief before a court of competent jurisdiction for a breach or threatened breach of any provision of this Agreement.

16. Compliance

16.1 Each Party shall comply with all Applicable Laws that may apply in carrying out activities under this Agreement.

16.2 As a federal Crown Corporation, Destination Canada is subject to the *Official Languages Act* (Canada). While both French and English are official languages of the Government of Canada, the Parties agree that this Agreement shall be in written in English.

16.3 Each Party acknowledges and agrees that the other Party is subject to legislation that provides access to information and protects privacy, including *Access to Information Act* (Canada) and the *Privacy Act* (Canada) and that such legislation may require the disclosure of records pertaining to the Initiative to third parties if in the custody or control of that Party.

17. Force Majeure

17.1 Neither Party shall be liable for the late performance under this Agreement due to matters beyond that Party's control preventing timely performance including, but not limited to, such matters as acts of God, strikes, riots, acts of terrorism, civil insurrection, or war. The Party prevented from performing under this Agreement shall

immediately notify the other Party of the matter preventing its performance and the probable length of the delay. The time for the postponing Party's performance under this Agreement shall be suspended for the duration of the matter. The postponing Party agrees in such circumstances to use its best efforts to recover the time lost, as quickly as the Party is able to, utilizing all resources reasonably required in the circumstances, including services from other sources. If an event of force majeure continues for longer than forty-five (45) days from receipt of notification of force majeure, the Party waiting for the postponing Party may exercise the right to terminate this Agreement on written notice to the postponing Party, in which the termination will take effect immediately upon such notice.

18. General

- 18.1 Time shall be of the essence of this Agreement and of every part thereof.
- 18.2 Each of the Parties acknowledges and agrees that they are acting independently and that none of the Parties are employees, agents, partners, joint venturers or representatives of each other for the purposes of binding any other Party through any contract, communication or action to any third party, unless expressly provided by this Agreement. Any reference to "partner" or "partnering" in the conduct of business or otherwise is used in the context of marketing terminology to reflect the joint contributions of the parties for the purposes outlined in this Agreement, and not in its legal sense or application.
- 18.3 This Agreement and the rights of any Party hereto may not be assigned without the prior written consent of all other Parties hereto.
- 18.4 No waiver by either Party of any provision of this Agreement shall be binding unless made by an authorized person and confirmed by the waiving Party in writing; and no waiver so given shall, unless otherwise expressly stated, thereafter restrict or limit in any way the waiving Party's right to enforce any term or condition of this Agreement or to exercise in the future any power, right or remedy accorded to it by this Agreement.
- 18.5 The Parties agree and undertake to execute and deliver to each other such additional instruments and to take such additional steps as may be required to give full effect to the intent expressed in this Agreement.
- 18.6 The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of the remainder of this Agreement, and this Agreement will be construed and interpreted as if such illegal, invalid or unenforceable provision had never been part of this Agreement.
- 18.7 The rights and obligations contained in sections 3, 8, 9, 10, 11, 15, 16.3 and 17 shall continue to bind the Parties notwithstanding the expiration or earlier termination for any reason of this Agreement, together with any other provisions intended by their nature to survive.
- 18.8 This Agreement may be executed in one or more counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same instrument.
- 18.9 This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the Parties and there are no warranties, representations or other agreements between the Parties in connection with the subject matter hereof except as specifically set forth herein.