Fonds canadien de la radio communautaire

Community Radio Fund of Canada

REIMBURSEMENT OF FUNDS OR TERMINATION OF AN AGREEMENT PROCEDURES

1. The CRFC may withhold one or more instalments of the contribution, request a reimbursement of funds, in whole or in part, or terminate the contribution agreement in the following cases:

    a. The CRFC is not satisfied with the recipient's progress in meeting the requirements set out in the contribution agreement;
    b. The CRFC considers that the recipient is unable to carry out the project in a satisfactory manner;
    c. The recipient is in violation of one or more of the provisions set out in the contribution agreement;
    d. The CRFC determines that the recipient does not comply with the terms and conditions of the contribution agreement, program guidelines or CRFC policies. e. The recipient spent the funds under the contribution in contravention of the approved budget and the provisions of the Contribution Agreement;
    f. The recipient ceases to be a Canadian not-for-profit station who holds a valid CRTC radio broadcasting licence or a Canadian not-for-profit association that represents campus and/or community radio broadcasters
    g. The recipient’s organization is dissolved, wound-up, disbanded, declared insolvent or bankrupt or otherwise ceases to operate (whether the subject of formal proceedings or not).
    h. The recipient, directly or through its representatives, makes or has made to the CRFC a false or misleading statement or representation concerning any matter relating to the Agreement.

2. If a contribution agreement is terminated, the CRFC will withhold any further payments of the contribution. The recipient may be required to refund any unspent portion of the contribution to the CRFC. The recipient will repay the funds that have been spent if, in the CRFC's sole opinion, such funds have not been spent in accordance with agreement.

3. Any portion of the funds included in the budget that would not have been used in accordance with the contribution agreement, that would have been overpaid or that would not have been accounted for by the recipient during the funding term belong to the CRFC and will have to be reimbursed.

4. When the CRFC asks for a reimbursement of funds, the recipient shall have **thirty (30) days** to remit the amounts owed to the CRFC.

5. If a recipient is unable to remit the amount requested by the CRFC within the prescribed time frame, they must immediately notify the CRFC and send a written justification demonstrating the inability to repay the amount owed as well as the latest financial statements produced by the organization and the operating budget of the organisation for the current fiscal year.

6. If the written justification is deemed satisfactory, a reimbursement agreement may be negotiated. This agreement could include, among other things, the payment of a portion of the funds at specified dates.

7. An applicant automatically becomes ineligible to any CRFC programs if they have not paid a full amount due to the CRFC.

8. If the contribution agreement is terminated, if the recipient fails to comply with the terms and conditions of the contribution agreement or if any problematic situations arise, the CRFC reserves the right to limit the maximum amount for which an organisation can apply, until their funding application is approved and until they have demonstrated their capacity to manage a financial contribution.

9. The CRFC reserves the right to make any provision other than those mentioned in these procedures, including legal actions.