

**ALBERTA SETTLEMENT AND INTEGRATION PROGRAM (ASIP)  
SUPPORTS FOR NEWCOMER INTEGRATION SERVICES (SNI) GRANT  
AGREEMENT**

**THIS AGREEMENT MADE EFFECTIVE** \_\_\_\_\_ .

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA**

as represented by the Minister of Alberta Labour and Immigration

(the “Minister”)

and

(the “Recipient”)

**WHEREAS** the Recipient has submitted a proposal for a grant to the Minister;

**WHEREAS** the Minister is authorized to make grants in accordance with the *Employment and Immigration Grant Regulation* (“Grant Regulation”), as amended;

**AND WHEREAS** the Minister has agreed to provide grant funding to the Recipient for purposes related to the service delivery proposal titled \_\_\_\_\_ subject to the terms and conditions of this Agreement;

The Minister and the Recipient therefore agree as follows:

**1. DEFINITIONS**

1.1 In this Agreement, the following expressions have the following meanings:

“**Fiscal Year**” means the period from April 1 in one year to March 31 in the next year;

“**FOIP**” means the *Freedom of Information and Protection of Privacy Act*, as amended;

“**Grant Funding**” means the proposed grant funding described in Section 2;

“**Grant Proceeds**” means all amounts paid to the Recipient under this Agreement, and includes all interest and other income earned from investment of these amounts;

“**Intellectual Property**” means a product of the intellect including, without limitation, works in the form of scientific discoveries, inventions or discoveries with or without patent possibilities, designs, patents, trade-marks, copyrighted materials, computer software, trade secrets and know-how;

“**Proposal**” means the Recipient’s proposal attached as Schedule A;

“**Service Delivery**” means the service delivery described in the Proposal, including any modifications approved by the Minister in writing; and

“**Term**” means the period from April 1, to March 31, .

## **2. GRANT FUNDING**

- 2.1 Subject to the Legislature of Alberta appropriating sufficient money to provide the funding under this Agreement, and subject to the allocation of the funding by the Legislature of Alberta for each Fiscal Year, and subject to the terms and conditions of this Agreement and the Recipient’s compliance therewith, the Minister will release the funding to the Recipient as follows:
  - 2.1.1 As soon as reasonably possible after the full execution of this Agreement, the amount of ,
  - 2.1.2 As soon as reasonably possible after up to a maximum amount of , the exact amount to be determined by the Minister after receipt and acceptance of Report #2 as outlined in Schedule C and having met the funding conditions outlined in Schedule B.
  - 2.1.3 As soon as reasonably possible after up to a maximum amount of after receipt and acceptance of Report #4 as outlined in Schedule C and having met the funding conditions outlined in Schedule B.
- 2.2 The Recipient acknowledge that the maximum funding that may be released by the Minister under this Agreement shall not exceed
- 2.3 The Recipient shall use the Grant Proceeds solely for the service delivery outlined in Schedule A.
- 2.4 Nothing in this Agreement in any way relieves the Recipient from strict compliance with the Grant Regulation, or otherwise impacts the interpretation or application of the Grant Regulation.

## **3. REPORTS, RECORDS AND MONITORING**

- 3.1 The Recipient shall submit reports to the Minister according to Schedule C.
- 3.2 During the Term and for a period of two (2) years afterwards, the Recipient shall maintain or cause to be maintained full, accurate and complete records of the activities conducted in furtherance of, and the results achieved through the conduct of, the Service Delivery.
- 3.3 During the Term and for a period of two (2) years afterwards, the Recipient shall maintain or cause to be maintained full, accurate and complete financial records relating to the receipt and expenditure of the Grant Proceeds and other funds received and expended for the purposes of the Service Delivery.
- 3.4 The Recipient, during the Term and for a period of two (2) years afterwards, shall produce on demand to any representatives of the Minister, or the Auditor General of Alberta, any of the records referred to in section 3.2 and 3.3 and shall permit those representatives to examine and audit these records and take copies and extracts of them.

- 3.5 The Recipient acknowledges that this Agreement, including the name of the Recipient, and the terms and conditions of the Grant under this Agreement, may be subject to disclosure pursuant to FOIP. The Recipient further acknowledges that FOIP applies to information obtained, related, generated, collected or provided to the Minister under this Agreement and that any information in the custody or under the control of the Minister may be disclosed.

#### **4. TERM**

- 4.1 This Agreement shall be effective for the Term.

#### **5. INTELLECTUAL PROPERTY**

- 5.1 The Recipient acknowledges and agrees that any Intellectual Property that may be generated through the Service Delivery be used for the benefit of Alberta and Albertans. Ownership of any Intellectual Property developed through the Service Delivery will follow the policies and practices of the Recipient and agreements to which the Recipient is a party.
- 5.2 Ownership of any reports provided by the Recipient under this Agreement, regardless of form, and all intellectual property rights therein, vests in the Minister.

#### **6. CONFLICT OF INTEREST**

- 6.1 The Recipient shall ensure that the Recipient and its employees, directors, officers, contractors and agents:
- (a) conduct their duties related to this Agreement with impartiality and shall disqualify themselves from dealing with anyone with whom a relationship could bring their impartiality into question;
  - (b) not influence, seek to influence, or otherwise take part in a decision of the Minister, knowing that the decision might further their private interests;
  - (c) not accept any commission, discount, allowance, payment, gift or other benefit that is connected, directly or indirectly, with the performance of their duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and
  - (d) have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of their duties related to this Agreement.
- 6.2 The Recipient shall promptly disclose to the Minister any conflict of interest or apparent conflict of interest arising under section 5.1.

#### **7. TERMINATION OR COMPLETION**

- 7.1 The parties by mutual written agreement may terminate this Agreement at any time.
- 7.2 The Minister may terminate this Agreement without cause on thirty (30) days written notice to the Recipient. This Agreement is terminated as of the date given in the termination notice.
- 7.3 Notwithstanding anything contained herein to the contrary, the Minister may request, and the Recipient shall refund forthwith, all or part of the Grant Proceeds to the

Minister should the Recipient fail to fulfill any term or condition of this Agreement and the Minister shall have absolute discretion in determining whether a term or condition is fulfilled.

## **8. GENERAL PROVISIONS**

- 8.1 In the event of any inconsistency or conflict between Schedule A and the rest of this Agreement, including the body of this Agreement, Schedule B and Schedule C, the rest of this Agreement shall govern.
- 8.2 The parties may, by mutual agreement in writing, add to, delete or amend any term or condition of this Agreement.
- 8.3 This Agreement shall not be assigned by the Recipient without the prior written consent of the Minister.
- 8.4 This Agreement is binding upon the parties' successors and assignees.
- 8.5 This Agreement is the entire agreement between the Minister and the Recipient with respect to the Project and the Grant and supersedes all previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.
- 8.6 No waiver of any provision of this Agreement is effective unless made in writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.
- 8.7 The Minister's responsibility pursuant to this Agreement is limited solely to the provision of financial assistance in accordance with the terms and conditions set out herein.
- 8.8 Nothing in this Agreement makes, or shall be construed to make the Recipient or any of its employees, directors, officers, contractors or agents an agent of the Minister. Nothing in this Agreement creates, or shall be construed to create an agency, partnership, joint venture or employment relationship between the Minister and the Recipient or any of employees, directors, officers, contractors or agents .
- 8.9 The Recipient shall not incur any expenses or debts on behalf of, nor make any commitments for the Minister.
- 8.10 The Minister may, in the Minister's sole and absolute discretion, delegate any duties, powers or functions relating to the provisions of this Agreement.
- 8.11 All notices, approvals, consents and other communication under this Agreement shall be in writing and will be effective when delivered in person, by mail, e-mail, couriered or faxed to the following respective addresses:

### **Minister's Representative**

Name:

Position:  
Branch:  
Division:  
Alberta Labour and Immigration  
Address:  
Telephone Number:  
Email Address:

and

**Recipient's Representative**

Name: [Click here to enter name.](#)  
Position: [Click here to enter position.](#)  
Address: [Click here to enter address.](#)  
Telephone Number: [Click here to enter number.](#)  
Email Address: [Click here to enter email.](#)

Each party shall give the other party notice in writing of any change in address.

- 8.12 The Recipient shall comply with all statutes, regulations, orders, licenses and permits applicable to the Recipient in carrying out the Service Delivery.
- 8.13 This Agreement is governed by and is to be construed in accordance with the laws of the Province of Alberta. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Alberta.
- 8.14 Time is of the essence of this Agreement.
- 8.15 All section headings in this Agreement have been included for convenience only and shall not be considered in interpreting the text of this Agreement.
- 8.16 In this Agreement, words in the singular will be construed to include the plural, words in the plural will be construed to include the singular, and words, regardless of the gender in which they are used, will be construed to include the masculine, feminine, or body corporate, as the context may require.
- 8.17 Notwithstanding any other provisions of this Agreement, sections 5, 6, 7 and Schedule C shall survive this Agreement and shall continue to bind the parties.

**On signature by the Minister and the Recipient, the terms and conditions and any attached Schedules, together form the Agreement.**

**RECIPIENT OR AUTHORIZED SIGNING OFFICER**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position (printed): \_\_\_\_\_

**MINISTER OR AUTHORIZED REPRESENTATIVE**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Position (printed): \_\_\_\_\_

**SCHEDULE A – PROPOSAL**

**SCHEDULE B – MULTI-YEAR PAYMENT SCHEDULE AND FUNDING CONDITIONS**

The Minister will release the funding to the Recipient according to the following multi-year payment schedule and funding conditions for the Grant.

**Multi-Year Payment Schedule**

Grant payments will be provided to the Recipient annually during the funding Term, with the amounts to be adjusted if needed as final grant allocations are determined, and will be distributed as per the timeframe and conditions outlined below:

<b>Fiscal Year</b>	<b>Payment Amount</b>	<b>Timeframe</b>	<b>Conditions</b>
(Year 1)	(Full Year 1 Allocation)	As soon as reasonably possible after the full execution of the agreement.	<ul style="list-style-type: none"> <li>• Agreeing to the terms and conditions set out in this Agreement, and the funding conditions outlined below.</li> <li>• Agreeing to the recipient requirements outlined in the Call for Proposal Application Guidelines (Guidelines).</li> </ul>
(Year 2)	Up to a maximum amount of (95% of Year 2 Allocation)	As soon as reasonably possible after May 30,	<ul style="list-style-type: none"> <li>• Adherence to the terms and conditions set out in this Agreement, and the funding conditions outlined below.</li> <li>• Satisfying recipient requirements outlined in Guidelines.</li> <li>• Receipt and acceptance of Report #2.</li> </ul>
(Year 2)	Up to a maximum amount of (5% of Year 2 Allocation)	As soon as reasonably possible after June 30,	<ul style="list-style-type: none"> <li>• Adherence to the terms and conditions set out in this Agreement, and the funding conditions outlined below.</li> <li>• Satisfying recipient requirements outlined in Guidelines</li> <li>• Receipt and acceptance of Report #4.</li> </ul>

**Multi-Year Funding Conditions:**

Multi-year funding through ASIP is subject to the following conditions:

- Funding through the agreement may be changed or terminated subject to the Legislature of Alberta appropriating sufficient money to provide the funding under this Agreement, and subject to the allocation of the funding by the Legislature of Alberta for each Fiscal Year,
- The recipient must report any major changes to organizational focus and/or sustainability, at any point during the agreement. Changes that must be reported include the following:



- A change to the incorporation status of the organization (e.g. struck with Corporate Registries)
  - A major change to the mandate or primary focus of the organization
  - A major change to the organization's board structure or composition, and/or to its executive leadership
  - Loss of a major funder or revenue source
  - An annual deficit greater than 10% of its operating budget
  - A change to the original outcomes noted in the application, and subsequent use of grant funds
  - Any other key change that would affect ongoing organizational sustainability or focus areas
- Assessment of progress toward outcomes, as outlined in Schedule C, may affect funding levels and reporting requirements in Year 2. For example, if funding is not provided for Year 2, a report is required two months after the termination of funding.

**SCHEDULE C – REPORTS AND RETURN OF FUNDS**

1. All reports must contain the information and be in a format specified by or acceptable to the Minister.
2. The Recipient shall submit to the Minister reports which shall include an assessment of the progress of the Service Delivery according to the following schedule:

<b>Report #</b>	<b>Reporting Period</b>	<b>Submission Deadline</b>	<b>Report Requirements</b>
1	from April 1, to September 30,		Reporting templates will be provided by the Department and will include but are not limited to: <ul style="list-style-type: none"> <li>• Financial Report</li> <li>• Narrative Report</li> <li>• Client Statistical Report</li> <li>• Activities Report(s)</li> </ul>
2	from October 1, to March 31,		Reporting templates will be provided by the Department and will include but are not limited to: <ul style="list-style-type: none"> <li>• Financial Report</li> <li>• Narrative Report</li> <li>• Client Statistical Report</li> <li>• Activities Report(s)</li> </ul>
3	from April 1, to September 30,	Click here to enter date.	Reporting templates will be provided by the Department and will include but are not limited to: <ul style="list-style-type: none"> <li>• Financial Report</li> <li>• Narrative Report</li> <li>• Client Statistical Report</li> <li>• Activities Report(s)</li> </ul>
4	from October 1, to March 31,		Reporting templates will be provided by the Department and will include but are not limited to: <ul style="list-style-type: none"> <li>• Financial Report</li> <li>• Narrative Report</li> <li>• Client Statistical Report</li> <li>• Activities Report(s)</li> <li>• Summative Program Summary (3-5 pages)</li> </ul>

*Select the applicable reporting requirements, delete the alternatives that do not apply and delete italicized text. Alternative A applies where the value of the Grant is \$100,000.00 or less. Alternative B applies where the value of the Grant is between*

*\$100,000.01 and \$250,000.00. Alternative C applies where the value of the Grant is over \$250,000.00.*

*Alternative A (applies where the value of the Grant is \$100,000.00 or less)*

3. Upon the expiry of the Term or earlier termination of this Agreement in accordance with sections 6.1 or 6.2, the Recipient shall, within sixty (60) days or within another timeframe as directed by the Minister:
  - (a) return to the Minister any funds advanced under this Agreement, except for the payment of expenses which have actually accrued as a result of this Agreement;
  - (b) submit to the Minister a certificate signed by the appropriate representative of the Recipient confirming that the Grant Proceeds were used solely for the Service Delivery and a financial report detailing the actual amount of Grant Proceeds expended; and
  - (c) report to the Minister on the results achieved through the conduct of the Service Delivery.

*Alternative B (applies where the value of the Grant is between \$100,000.01 and \$250,000.00)*

2. Upon the expiry of the Term or earlier termination of this Agreement in accordance with sections 6.1 or 6.2, the Recipient shall, within sixty (60) days of the Recipient's fiscal year-end or within another timeframe as directed by the Minister:
  - (a) return to the Minister any funds advanced under this Agreement, except for the payment of expenses which have actually accrued as a result of this Agreement;
  - (b) submit to the Minister a Review Engagement Report including a financial statement confirming that the Grant Proceeds were used solely for the Service Delivery; and
  - (c) report to the Minister on the results achieved through the conduct of the Service Delivery.

*Alternative C (applies where the value of the Grant is over \$250,000.00)*

2. Upon the expiry of the Term or earlier termination of this Agreement in accordance with sections 6.1 or 6.2, the Recipient shall, within sixty (60) days or within another timeframe as directed by the Minister:
  - (a) return to the Minister any funds advanced under this Agreement, except for the payment of expenses which have actually accrued as a result of this Agreement;
  - (b) submit to the Minister an audited financial statement including a schedule confirming that the Grant Proceeds were used solely for the Service Delivery and detailing the actual amount of the Grant Proceeds expended; and
  - (c) report to the Minister on the results achieved through the conduct of the Service Delivery.