

OHS FUTURES GRANT AGREEMENT

THIS AGREEMENT dated _____.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF ALBERTA

as represented by the Minister of Labour

(the “Minister”)

and

CLICK HERE TO ENTER NAME.

(the “Recipient”)

WHEREAS the Recipient has submitted to the Minister a proposal for an OHS Futures grant entitled Click here to enter project name.;

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 make a grant 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:

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

“**Grant**” means the proposed grant 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;

“**Grant Reports**” means the reports submitted by the Recipient to the Minister pursuant to Schedule C;

“**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;

“**Open Data Materials**” means the reports, excluding Grant Reports, and data or any components of these, regardless of how they are represented, stored, produced, or acquired that are to be created and delivered under this Agreement as they are

made, prepared, developed, generated, produced or acquired as may be edited or redacted to comply with Recipient Data Requirements;

“Open Data Standards” means the Government of Alberta’s open data standards, as amended, or any other standards acceptable to the Minister;

“Project” means the project described in the Proposal, including any modifications approved by the Minister in writing;

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

“Recipient Data Requirements” means any legal or reasonable ethical or policy obligations requiring the Recipient to protect the privacy of Project participants or sensitive information, including but not limited to the applicable terms of any research ethics approvals, research agreements, information sharing agreements, policies or legislation; and

“Term” means the period from the date at the beginning of this Agreement to and including [Click here to enter date.](#) and includes any extension agreed to by the Minister.

2. THE GRANT

- 2.1 Subject to the Legislature of Alberta appropriating sufficient money for the purposes of this Agreement, and subject to the terms and conditions of this Agreement and the Recipient’s compliance therewith, the Minister will provide a grant of up to [\\$Click here to enter amount.](#) to the Recipient for the purpose of the Project according to Schedule B.
- 2.2 The Recipient shall use the Grant Proceeds solely for the Project.
- 2.3 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 Project.
- 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 Project.
- 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. INTELLECTUAL PROPERTY

- 4.1 The Recipient acknowledges and agrees that any Intellectual Property that may be generated through the Project be used for the benefit of Alberta and Albertans. Ownership of any Intellectual Property developed through the Project will follow the policies and practices of the Recipient and agreements to which the Recipient is a party.
- 4.2 The Recipient shall, on expiry of the Term or earlier termination or within another timeframe as directed by the Minister, submit to the Minister, in a format acceptable to the Minister, the Open Data Materials.
- 4.3 Open Data Materials must comply with the Open Data Standards.
- 4.4 The Recipient acknowledges and agrees that the Minister may, in the Minister's sole and absolute discretion, post the Open Data Materials on the Government of Alberta's Open Data Portal or similar platform providing public access
- (a) two (2) years following the expiry of the Term or earlier termination; or
 - (b) earlier with the consent of the Recipient.
- 4.5 Without limiting subsection 4.1, the Minister is hereby granted a license, and shall be entitled, on written notice to the Recipient, to grant licenses to third parties (the "Third Party Licensees"), to use the Open Data Materials, on a worldwide, royalty-free, perpetual, non-exclusive basis, including for commercial purposes. The Minister and the Third Party Licensees shall be entitled to copy, publish, translate, adapt, distribute or otherwise use the Open Data Materials in any medium, mode or format for any lawful purpose.
- 4.6 Ownership of Grant Reports and all intellectual property rights therein, vests in the Minister.

5. INDEMNIFICATION AND INSURANCE

- 5.1 The Recipient agrees to indemnify and hold harmless the Minister, its employees and agents against and from any and all third party claims, demands, actions, or costs (including legal costs on a solicitor-client basis) to the extent arising from the Recipient's breach of this Agreement, or the negligence, other tortious act or wilful misconduct of the Recipient, or those for whom the Recipient is legally responsible, in relation to the performance of its obligations under this Agreement.
- 5.2 The Recipient shall, at its own expense and without limiting its liabilities under this Agreement, insure its operations under a contract of General Liability Insurance in an amount of not less than \$2,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use.

- 5.3 If the Project involves the provision of professional services, the Recipient shall maintain Errors and Omissions insurance in an amount not less than \$1,000,000 per claim insuring his or her liability resulting from errors and omissions in the performance of his or her professional services under this Agreement. Such insurance is required to remain in place for a period of twelve (12) months following the completion or termination of this Agreement.
- 5.4 The Recipient shall provide, on request, evidence of the insurance required under sections 5.2 and 5.3 to the Minister in a format acceptable to 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 6.1.

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 its 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: [Click here to enter name.](#)

Position: [Click here to enter position.](#)

Branch: [Click here to enter branch.](#)

Division: [Click here to enter division.](#)

Labour

Address: [Click here to enter address.](#)

Telephone Number: [Click here to enter number.](#)

Fax Number: [Click here to enter number.](#)

Email Address: [Click here to enter email.](#)

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.

Fax 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 Project.

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 3, 4, 5.1, 5.3, 6, 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

DRAFT

SCHEDULE B – PAYMENT

1. The Grant shall be paid to the Recipient in the following manner:
one lump sum payment of up to \$ [Click here to enter amount.](#) to be paid within a reasonable time following the signing of this Agreement.

DRAFT

SCHEDULE C – GRANT REPORTS AND RETURN OF FUNDS

Select a reporting option, delete the option that does not apply and delete italicized text. Option 1 applies where the Recipient is not a public body audited by the Auditor General and Option 2 applies where the Recipient is a public body audited by the Auditor General. Please ensure that the tables are completed by adding or removing rows as necessary.

Option 1

1. Grant 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 interim Grant Reports which shall include an assessment of the progress of the Project according to the following schedule:

| Reporting Period | Submission Deadline |
|---|---------------------------|
| from the date at the beginning of this Agreement to Click here to enter date. | Click here to enter date. |
| from Click here to enter date. to Click here to enter date. | Click here to enter date. |
| from Click here to enter date. to Click here to enter date. | Click here to enter date. |

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 Project 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 Project.

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

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 ninety (90) 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 Project; and
- (c) report to the Minister on the results achieved through the conduct of the Project.

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

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 ninety (90) 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 the Recipient's annual audited financial statement including a schedule confirming that the Grant Proceeds were used solely for the Project 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 Project.

Option 2

- 1. Grant 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 interim Grant Reports which shall include an assessment of the progress of the Project according to the following schedule:

| Reporting Period | Submission Deadline |
|---|---|
| from the date at the beginning of this Agreement to Click here to enter date. | Click here to enter date. |
| from Click here to enter date. to Click here to enter date. | Click here to enter date. |
| from Click here to enter date. to Click here to enter date. | Click here to enter date. |

Select the applicable reporting requirements, delete the alternative that does 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 over \$100,000.00.

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 7.1 or 7.2, 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 Project 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 Project.

Alternative B (applies where the value of the Grant is over \$100,000.00)

3. Upon the expiry of the Term or earlier termination of this Agreement in accordance with sections 7.1 or 7.2, the Recipient shall, within ninety (90) 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 the Recipient's annual audited financial statement and a certificate signed by the organization's CEO and CFO (or equivalent), confirming that the Grant Proceeds were used solely for the Project; and
 - (c) report to the Minister on the results achieved through the conduct of the Project.