

**CONTINUING CARE CAPITAL PROGRAM  
NEW CAPACITY STREAM - INTAKE ONE**

**PLANNING & DEVELOPMENT GRANT FUNDING AGREEMENT (“Agreement”)**

**THIS AGREEMENT is effective this \_\_\_\_\_ day of \_\_\_\_\_, 2026.**

Between:

**HIS MAJESTY IN RIGHT OF ALBERTA**

as represented by the Minister of Assisted Living and Social Services

(the “Province”)

– and –

**[INSERT NAME OF ORGANIZATION]**

[a non-profit corporation created pursuant to the laws of Alberta]

[a limited partnership registered under the laws of Alberta]

[a body corporate incorporated under the laws of Alberta]

(the “Recipient”)

**PREAMBLE:**

Subject to the terms and conditions of this Agreement, the Province has agreed to provide Planning and Development Funding of **\$X** to the Recipient for the purpose of planning and development of **X** new continuing care Eligible Spaces for the proposed Project known as **[Name of Project]** in **[Place]**.

The proposed Project will be located on the following lands:

[INSERT LEGAL ADDRESS]

(the “**Lands**”)

**BACKGROUND**

- (a) The Recipient has applied for capital grant funding for a project under the Continuing Care Capital Program– New Capacity Stream – Intake One for the sole purpose of developing net-new Facility-Based Care capacity in the Province of Alberta by building a net-new Continuing Care Home.
- (b) The Province is authorized, pursuant to the *Ministerial Grants Regulation*, AR 215/2022 (the “Grants Regulation”), under the *Government Organization Act*, RSA 2000, c G-10, as

amended from time to time, to make grants to any person or organization in respect of any matter that is under the Province's administration and to enter into agreements with respect to such grants.

- (c) The Recipient is a non-profit organization.
- (d) The Recipient has been conditionally approved for grant funding for the purpose of building a net-new Continuing Care Home as further described in Schedule A to this Agreement, subject to the terms and conditions described herein.
- (e) Having examined the Recipient's Application (Schedule A), the Province is prepared to provide financial assistance to the Recipient in the form of Planning and Development Funding as a portion of the total conditionally approved grant funding for the purpose of Project development, subject to the terms and conditions described herein.
- (f) Planning and Development Funding is provided to the Recipient in order for the Recipient to provide the Province with materials and deliverables to facilitate the Province's consideration of additional funding for the proposed Project in the form of a Continuing Care Capital Grant.
- (g) The Recipient is prepared to perform and enter into certain undertakings relative to the payment of Planning and Development Funding.

**NOW THEREFORE**, in consideration of the terms and conditions set out in this Agreement, the Province and the Recipient agree as follows:

The preamble and background shall form part of the Agreement.

## **DEFINITIONS AND INTERPRETATION**

1. In this Agreement, the following expressions have the following meanings:

- (a) "Agreement" means this document and includes the preamble, the background, and Schedules attached hereto:
  - i. Schedule A – Continuing Care Capital Program– New Capacity Stream – Intake One Application;
  - ii. Schedule B – Development Grant Funding Deliverables;
  - iii. Schedule C – Development Grant Funding Budget and Reporting Form; and
  - iv. Schedule D – Prerequisites Provided by Recipient to the Province Prior to Execution of this Agreement

- (b) “Applicable Codes” means:
- i. federal building, fire, electrical, or other similar codes and standards in effect at the time of construction, alteration, or operation of the Project or, to the extent that the National Building Code – Alberta Edition 2023 B3 Occupancy Classification is equivalent to or higher than the federal building code, the National Building Code – Alberta Edition 2023 B3 Occupancy Classification at a minimum; and
  - ii. in the absence of federal building, fire, electrical, or other similar codes and standards in effect at the time of construction, alteration, or operation of the Project means minimum National Building Code – Alberta Edition 2023 B3 Occupancy Classification, fire, electrical, and other similar codes and standards that would apply to the construction, alteration, or operation of the Project.
- (c) “Application” means the proposal submitted by the Recipient on <insert date> and attached as Schedule A.
- (d) “Architect” means a professional responsible for overseeing the design and construction of building projects.
- (e) “Business Day” means 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding Holidays observed by the Province.
- (f) “Capital Costs” means the costs, or forgiveness of the costs, to acquire, construct, or renovate the Project, including material, labour, land, servicing, soft costs, and any costs required to bring a site building or unit into compliance with all Applicable Codes and legislation, including environmental legislation.
- (g) “Commercial Capacity” means the portion of the Project allocated to retail and office space, which may include community services space, and which are not eligible for Funding.
- (h) “Complementary Capacity” means the portion of the Project allocated to any Ineligible Spaces and the common space and service areas accompanying their development, which are not eligible for Funding.
- (i) “Conditional Approval Letter” means the letter from the Province informing the Recipient that they have been conditionally approved for funding for construction of the Project pending a formal review of the certified class B cost estimate provided by the Recipient.

- (j) “Continuing Care Home (CCH)” – means a facility or part of a facility where Facility-Based Care is provided to residents. CCH residents are defined by their need for care, not by their age or diagnosis, or the time they may require service. Refers to the Eligible Capacity.
- (k) “Contractor” means a contractor hired by the Recipient to carry out the planning, development, or construction of the Project which shall, for the purposes of any obligations incurred by the Contractor under this Agreement, shall also include all subcontractors, employees, agents, and others for whom the Contractor is responsible for in law.
- (l) “Continuing Care Capital Grant” means a subsequent grant agreement between the Province and the Recipient for continued and residual funding of the proposed Project should such agreement be approved by the Province.
- (m) “Design Standards Confirmation of Compliance” means the attestation form signed by the Project’s Architect or Engineer confirming that the Project will be designed and constructed in accordance with, at minimum, all the mandatory standards set out in the Continuing Care Design Standards 2025.
- (n) “Development Grant Funding Budget” means the budget developed by the Recipient and approved by the Province prior to entering into this Agreement, as set out in Schedule C.
- (o) “Development Grant Funding Deliverables” means those deliverables required from the Recipient both prior to Funding and during the Term as a condition of this Agreement.
- (p) “Development Grant Funding Financial Reporting” means the financial report prepared by the Recipient at the onset of his Agreement, then provided to the Province quarterly during the Term, and finally upon the expiry or termination of this Agreement, of all revenues and expenditures related to the proposed Project for Planning and Development purposes, utilizing the template developed by the Province, a sample of which is attached hereto in Schedule C.
- (q) “Effective Date” means the date of last signature of this Agreement by both the Province and Recipient.
- (r) “Eligible Capacity” means the CCH, which is the portion of the Project allocated to Eligible Spaces and their accompanying common space and service area. Eligible Capacity may also include replacement of existing residential CCH spaces and their accompanying common space and service area. Eligible Capacity must meet the requirements in the Continuing Care Design Standards 2025.

- (s) “Eligible Spaces” means those net-new residential spaces for Facility-Based Care in a CCH that are part of the Project, as described in Schedule A.
- (t) “Engineer” means a professional responsible for all technical and engineering aspects of their assigned projects. They plan, schedule, predict, and manage all the technical tasks of their projects to ensure accuracy, proper resources, and quality from start to finish.
- (u) “Established Accommodation Charge or Rate” means the maximum monthly accommodation charge a CCH operator can charge a resident for accommodation supports (i.e., food, housekeeping, laundry, utilities). The Established Accommodation Charge is established by the Province as defined by the Continuing Care (Ministerial) Regulation, A.R. 44/2024, and includes the requirement to provide services in accordance with Schedule B.
- (v) “Facility-Based Care” means the group of publicly-funded goods and services that is provided on an ongoing basis to residents of a CCH in accordance with an assessment of their unmet needs as described in a Facility-Based Care agreement between the Recipient and Assisted Living Alberta, or another organization approved by the Province, and that is made up of the following:
  - i. Prescribed, in section 2 of the Continuing Care (Ministerial) Regulation, accommodation goods and services;
  - ii. Prescribed, in section 3 of the Continuing Care (Ministerial) Regulation, health goods and services; and
  - iii. Prescribed, in section 4 of the Continuing Care (Ministerial) Regulation, other goods and services.

Facility-Based Care provided in CCHs must meet the requirements of the *Continuing Care Act* and associated regulations, the Accommodation Standards – Continuing Care Home, the Continuing Care Health Service Standards, the Staffing Guideline, and any other regulated requirements. Residents must not be charged more than the Established Accommodation Charge.
- (w) “Guidelines” means the Continuing Care Capital Program – New Capacity Stream – Intake One Program Guidelines published by the Province and amended from time to time.
- (x) “Ineligible Expenditures” means those expenditures not eligible for Funding and include Ineligible Spaces, financing costs, fines or penalties, losses on other projects of investments, Complementary Capacity, Commercial Capacity, ongoing and/or deferred maintenance, underground parkades unless required by the Authority Having Jurisdiction, and appreciation of land value.

- (y) "Ineligible Spaces" means those residential spaces, developed in addition to the Eligible Spaces, as part of the proposed project. Ineligible Spaces, and the common space and service area accompanying their development, make up the Complementary Capacity of the Project for which no Planning & Development Funding is provided.
- (z) "Planning and Development Funding" or "Funding" means the one-time, time-limited grant funds paid by the Province of Alberta to the Recipient under this Agreement for the purpose of planning and development of the proposed Project in order to support the Recipient in meeting the prerequisites of entering into a full Continuing Care Capital Grant for the proposed Project and includes any interest earned thereon.
- (aa) "Prerequisites" means those materials and documents required to be provided pursuant to the Guidelines prior to entering into this Agreement and as further set out in clause 4.
- (bb) "Project" means the conditionally approved Project as described in Schedule A.

#### **EFFECTIVE DATE AND TERM**

- 2. The term of this Agreement is the period of 12 months commencing on the Effective Date ("Term").
  - i. Unless otherwise provided for herein, this Agreement shall be effective for the Term.

#### **MAXIMUM AMOUNT OF PLANNING AND DEVELOPMENT FUNDING AND PAYMENT CONDITIONS**

- 3. The Recipient acknowledges that the maximum Planning and Development Funding that shall be released under this Agreement, subject to clause 4, shall not exceed **[written dollar value]** CANADIAN dollars (**[\$X] CAD**) representing five per cent (5%) of the conditionally approved funding and that there will be no additional Planning and Development Funding from the Province in the case of cost overruns.
- 4. Provided that the Recipient is not in default of the terms of this Agreement, and that this Agreement has not been terminated, the Province shall provide the Planning and Development Funding to the Recipient upon the Recipient providing the following Prerequisites:
  - i. A letter from an Engineer or Architect confirming they have been retained to lead the work on the construction of the Project.

- ii. A copy of the Design Standards Confirmation of Compliance signed by the Project's Architect of Engineer acknowledging all mandatory design features in the Continuing Care Design Standards 2025 will be incorporated in the Project.
  - iii. A certificate of title or a long-term lease [minimum thirty-three (33) years] for the Lands in the name of the Recipient.
- 5. The Recipient shall use the Planning and Development Funding to provide the Province with the following Development Grant Funding Deliverables at or prior to the expiry of this Agreement:
  - i. Completed design review and feedback processes with the Province at the 30 per cent and 70 per cent design stages for the Project.
  - ii. A certified Class B cost estimate for completion of the Project.
- 6. The Recipient acknowledges and agrees that the Planning and Development Funding advanced pursuant to clause 4 shall only be used to provide the deliverables set out in clause 5 and to offset costs for engagement by the Recipient with a cost consultant to prepare and submit a certified Class B cost estimate for completion of the Project, including an up-to-date Project Application in the required format.
- 7. On receipt and review of the deliverables set out in clause 5, the Province may, in its sole discretion:
  - i. Elect to not enter into a Continuing Care Capital Grant with the Recipient if the Province is of the opinion that the Project is no longer cost feasible or the Project no longer aligns with the direction of the Province; or
  - ii. Elect to enter into a Continuing Care Capital Grant with the Recipient, in which case the Recipient must sign said grant within 14 months of the date of signing this Agreement.

## **USE OF PLANNING AND DEVELOPMENT FUNDING**

- 8. The Recipient shall only use the Planning and Development Funding for Capital Costs for the planning and development of the Project, as set out in Schedule A, to plan for the construction of a total number of \_\_\_\_\_ Eligible Spaces unless amended pursuant to Clause 9. The

Recipient shall not use the Planning and Development Funding to pay expenses related to Ineligible Expenditures.

9. The Recipient must provide immediate notice to the Province of any proposed or actual adjustments in the planned number of total Eligible Spaces as described in Clause 8. Provided that the Province agrees to allow the requested changes, prior to any changes to the planned number of Eligible Spaces taking effect, the parties hereto shall execute a written amendment to this Agreement, which may include adjustment to the amount of Planning and Development Funding, to be determined by the Province.
10. The Recipient acknowledges that it shall be liable for the full amount of the Planning and Development Funding and shall be bound to the terms of this Agreement, notwithstanding the Recipient's payment of funding to a third party and subsequent use of any funding by that third party.

#### **FINANCIAL RECORDS & AUDIT**

11. Accounting records must be kept available for inspection and audit by the representatives of the Province or the Auditor General of Alberta, or their inspectors and auditors. On seven (7) days' notice, the Province or the Auditor General of Alberta, or their inspectors and auditors, will be allowed to examine or to take copies of the Recipient's books, accounts, and records of revenues and expenses associated with the Planning and Development Funding to determine whether the Planning and Development Funding was or is being used properly.
12. The Recipient agrees to allow the Province and the Province's agents, including but not limited to, the Auditor General of Alberta and representatives of the Province, access to the Project site, any architectural and/or engineering drawings or documents, financial accounts related to expenditures claimed under this Agreement, and other such Project related documents the Province deems necessary.
13. During the Term, and for a period of seven (7) years following the Term or the termination of this Agreement, the Recipient will maintain records of all expenses related to the Project in accordance with Canadian Generally Accepted Accounting Principles.

#### **PROVINCE'S REPRESENTATIVE AND NOTICES UNDER THIS AGREEMENT**

14. The parties designate the following representatives to maintain a continuing liaison with each other in matters relating to this Agreement.
  - 14.1 The Province designates the Director, Continuing Care Capital Programs, as the Province's representative for the administration of this Agreement except for clauses [17, 19, 20, 21, 28, 29].



14.2 The Recipient designates [Insert] as the Recipient's representative for the administration of this Agreement. except for clauses [17, 19, 20, 21, 28, 29].

15. Notices:

15.1 All notices shall be deemed given or submitted to the other party if in writing and either sent by email, personally delivered to the office of the addressee, or sent by registered mail, postage prepaid, to the office of the addressee provided below:

To the Province: Continuing Care Capital Programs  
Assisted Living and Social Services

Address: 44 Capital Boulevard  
10044 – 108 Street NW  
Edmonton, Alberta T5J 3S7

Email: [cccp@gov.ab.ca](mailto:cccp@gov.ab.ca)

To the Recipient: [Name]  
[Title]  
[Style of Cause]

Address: [Street]  
[City/Town], Alberta [Postal Code]

Email: [Email]

15.2 The parties respectively designate for the time being, the individuals identified in clause 15.1 as having the authority to give notice, and notice given by these individuals is binding on the party giving notice.

15.3 Either party may change its information in clause 15.1 by giving notice to the other in the manner described in clause 15.1.

15.4 Notices that are:

- i. personally delivered shall be deemed received when actually delivered, if delivery is between 8:15 am to 4:30 pm in Alberta from Monday through Friday excluding holidays observed by the Province (a "Business Day"), or, if not delivered on a Business Day, then on the next following Business Day;
- ii. sent by prepaid registered mail shall be deemed to be received on the fourth Business Day following mailing in any post office in Canada, except in the

case of postal disruption, then any notice shall be personally served or sent by email if the recipient has provided an email address in accordance with clause 15.1;

- iii. sent by email shall be deemed to have been received when delivered on a Business Day, or if not delivered on a Business Day, on the next following Business Day and, in the case of notice by email, when actually delivered as indicated by the email delivery receipt or other reasonable forms of confirmation of delivery.

## PROJECT

16. The Recipient has applied for Planning and Development Funding so that the Recipient can plan for the completion and operation of the Project, located on the Lands.

- 16.1 The Recipient shall provide to the Province any changes to the legal description of the Project as described in the Preamble as a result of legal subdivision to the Lands, and those changes will be acknowledged through an amendment to this Agreement.

17. The Recipient acknowledges that:

- 17.1 It is bound by the terms of this Agreement and the Guidelines.

- 17.2 It is obligated under this Agreement to maintain ownership and control of the Project during the Term.

- 17.3 Should ownership or control of the Project change or if change is anticipated, the Province may require the Recipient to repay all or a portion of the Planning and Development Funding within 10 (ten) days or as otherwise specified by the Province.

18. The Recipient must comply with all laws, regulations, bylaws, and guidelines of any federal, provincial, municipal, or regulatory authority that are applicable to the construction and operation of the Project, and that may apply to the planning and development of the Project, including without limitation:

- i. Those elements described as mandatory in the Continuing Care Design Standards 2025;
- ii. The *National Building Code – Alberta Edition 2023*;
- iii. Any Facility-Based Care in a CCH must be provided in accordance with the *Continuing Care Act* and its related regulations, the *Accommodation*

Standards – Continuing Care Home, the Continuing Care Health Service Standards, and the Staffing Guideline approved by the Province; and

- iv. Any other standards, conditions, and requirements of either the Province and/or Assisted Living Alberta, or another organization approved by the Province, for the provisions of Facility-Based Care and/or in a CCH, as applicable.

- 18.1 The Recipient shall consult with Regional Health Corridor staff of Assisted Living Alberta (or corridor staff of another organization approved by the Province) for Infection Prevention and Control and Environmental Public Health throughout the design and development process, to obtain direction and advice on specific items of concerns to Assisted Living Alberta, or another organization approved by the Province. Examples include the location of hand hygiene sinks, grab bars, and storage spaces.
- 18.2 The Recipient shall provide more detailed plans of the proposed CCH to the Design Review Committee (comprising of representatives from Assisted Living and Social Services, Alberta Infrastructure and Assisted Living Alberta, or another organization approved by the Province), for approval and will obtain that approval before commencing construction on the Project. The proposed plans must be submitted in a readable format that shows the site plan, building elevations, floor plans for each floor, and detailed drawings of a typical resident room(s) for Eligible Spaces

## REPAYMENT

- 19. The Recipient shall comply with the terms and conditions of the Agreement, including but not limited to the following:

- 19.1 If:
  - i. the Recipient does not comply with any terms or conditions of the Agreement, or
  - ii. any of the information provided by the Recipient to obtain the Planning and Development Funding is determined by the Province to be false, misleading, or inaccurate,

then the Province may require immediate repayment of all or part of the Planning and Development Funding, in accordance with the Grants Regulation. The repayment amount will be paid by the Recipient within ten (10) days notice by the Province.

- 19.2 If the Recipient does not use the entire Planning and Development Funding for the Project, and if the Province elects to not enter into a Continuing Care Capital Grant with the Recipient, then the Recipient may be required to repay to the Province all or

part of the unused portion of the Planning and Development Funding. The amount of repayment will be solely determined by the Province and will be repaid within ten (10) days of the Province providing notice of repayment.

- 19.3 The Province may set off the amount the Province requires to be repaid against future instalments of funding set out in the Continuing Care Capital Grant, or against any other agreement between the Recipient and the Province. The Province may also make deduction from the Planning and Development Funding in accordance with the Grants Regulation.
- 19.4 Correspondence which is provided to the Recipient and signed by the Province stating that a grant was made under this Agreement and that the Province has required repayment of the money in accordance with the Grants Regulation shall be deemed to be *prima facie* proof of the debt due by the Recipient of the Planning and Development Funding to the Province.

## **TERMINATION AND REPAYMENT**

- 20. This Agreement may be terminated by the Province:
  - 20.1 At any time without cause or reason with thirty (30) calendar days written notice to the Recipient; or
  - 20.2 Upon breach of any term or condition of this Agreement, as determined solely by the Province. The Province shall provide written notice to the Recipient of its determination that a breach has occurred.
  - 20.3 Notwithstanding any other provision in this Agreement, from the date that the Recipient receives a notice of termination from the Province, to the date that this Agreement terminates, the Recipient shall only make expenditures that it committed to make prior to the date that the Recipient received such notice, and shall make no other expenditures unless it receives the prior written consent of the Province.
- 21. The Province may demand that the Recipient repay all or a portion of the Planning and Development Funding, in accordance with the Grants Regulation, in the circumstances set out in that Regulation.

## **WAIVER OF BREACH**

- 22. Any waiver by any party of the performance by another party of any of the terms or conditions of this Agreement shall only be effective if expressed in writing, and any waiver so given shall not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.

## **RECIPIENT'S REPORTING REQUIREMENTS**

23. The Recipient shall provide the Province:

- 23.1 On execution of the Agreement, an approved and signed Development Grant Funding Budget;
- 23.2 Quarterly during the Term, the Recipient shall provide the Province with Development Grant Funding Financial Reporting, prepared on the same basis as the Recipient's Development Grant Funding Budget, and certified correct by the Senior Financial Officer of all revenues and expenditures related to the Planning and Development Funding as set out in Schedule C.
- 23.3 Within thirty (30) days of the expiry or termination of this Agreement, the Recipient shall provide the Province with Development Grant Funding Financial Reporting, prepared on the same basis as the Recipient's Development Grant Funding Budget, and certified correct by the Senior Financial Officer of all revenues and expenditures related to the Planning and Development Funding as set out in Schedule C.

## **NOTIFICATION REQUIREMENTS**

24. The Recipient shall provide the Province:

- 24.1 With immediate notice if the Recipient becomes aware of circumstances which could reasonably lead to a loss of ownership or control of the Project or, subsequently, the CCH during the Term; and
- 24.3 With immediate notice if the Recipient becomes aware of a breach, or circumstances which could reasonably lead to a breach, of the terms and/or conditions of this Agreement.

## **LIABILITY AND INDEMNITY**

- 25. The Recipient shall indemnify and hold harmless the Province from any and all claims, demands, actions, or costs (including legal costs on a solicitor-client basis), which arise from or are in any way related to this Agreement or the construction of the Project and operation of the CCH, including, without limitation, those arising out of a breach of this Agreement by the Recipient and/or the Recipient's negligence or willful acts or omissions and/or those of its employees, Contractors, subcontractors, or agents. This clause shall survive this Agreement.

## **COMMUNICATION PROTOCOL**

26. The Recipient agrees that it shall not make any public announcements related to the Project or this Agreement unless and until a Continuing Care Capital Grant is executed by both the Recipient and the Province.

#### **NO TRANSFER OR ASSIGNMENT**

27. The Recipient may not transfer or assign this Agreement without the prior written consent of the Province.

#### **AMENDMENTS IN WRITING**

28. The parties may amend this Agreement only by mutual written agreement signed by an authorized representative of each party.

#### **CONFIDENTIALITY**

29. The Recipient agrees that all communications between the Province, its employees, agents, or assigns, and the Recipient which occur during the Term of this Agreement or any extension thereof, and all such communications made with respect to this Agreement prior to entering into this Agreement, shall be treated as confidential both during and following the Term of this Agreement, and the Recipient shall obtain the prior written approval of the Province before divulging such communications or any other data or information obtained from the Province, its employees, agents, or assigns during the Term of this Agreement or any extension thereof.

#### **ACCESS TO INFORMATION ACT**

30. Notwithstanding clause 29 above, the Recipient acknowledges and agrees that the Province is a public body and must comply with the *Access to Information Act*, SA 2024, c A-1.4 ("ATIA"). The Province is not able to guarantee confidentiality of any document submitted to it. All documents submitted to the Province, including those marked "confidential" become the property of the Province and shall be subject to the privacy and disclosure provisions of the ATIA. The parties specifically acknowledge that the terms of this Agreement, including the name of the Recipient, the consideration, Funding amount, Planning and Development Funding amount, Term, and details of the Agreement may be subject to disclosure under the ATIA. In addition, nothing in this Agreement is intended to restrict the sharing of information between the Province and Assisted Living Alberta, or another organization approved by the Province. This clause shall survive this Agreement.

#### **GENERAL TERMS**

31. Notwithstanding any other provisions of this Agreement, those clauses which by their nature continue after the expiry or termination of this Agreement shall survive, including without limitation the following:

i.	Clauses 11, 12, and 13	Financial Records & Audit;
ii.	Clauses 19 and 21	Repayment;
iii.	Clause 23	Recipient's Reporting Requirements (on any activity during the Term that the Recipient has not yet reported upon at the expiry or termination of the Agreement);
iv.	Clause 25	Liability and Indemnity;
v.	Clauses 26	Communication Protocol;
vi.	Clause 29	Confidentiality;
vii.	Clause 30	Access to Information Act; and
viii.	Clauses 37, 38, 42	General Terms.

32. This Agreement and its schedules contain the entire agreement of the parties concerning the subject matter of this Agreement and there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
33. This Agreement shall be for the benefit of, and binds, any permitted successors or permitted assigns of the parties.
34. Each party warrants that it has the authority to enter into this Agreement and that the Agreement does not contravene any law, regulation, or agreement binding or affecting either party.
35. Time shall be of the essence in all respects of this Agreement.
36. This Agreement is not intended to and does not create an agency, partnership, joint venture, or employment relationship between the Recipient and the Province.
37. The rights and remedies of the Province under this Agreement are cumulative and the exercise of any one right shall not preclude the exercise of another.
38. This Agreement shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.

39. The headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning, interpretation, or construction of this Agreement.
40. In this Agreement, words in the singular include the plural and words in the plural include the singular.
41. In the event of a conflict or inconsistency between the terms of any Schedule to this Agreement and the main body of this Agreement, the main body shall govern.
42. The terms and conditions of this Agreement are intended to be in addition to, and not to modify or be in substitution of, any rights, which the Province may have under the Grants Regulation as the same may be amended or replaced from time to time, with respect to the Planning and Development Funding.
43. This Agreement may be executed in counterparts, in which case (i) the counterparts together shall constitute one agreement, and (ii) communication of execution by email transmission in PDF shall constitute good delivery.
44. Any reference in this Agreement to a statute, regulation, standard, or guideline means that statute regulation, standard, or guideline as it may be amended, substituted, or replaced from time to time.

**The parties' authorized representatives hereby execute this Agreement.**

**[STYLE OF CAUSE RECIPIENT and add all if there are more]**

\_\_\_\_\_  
[Name] Date \_\_\_\_\_  
[Title]

**HIS MAJESTY IN RIGHT OF ALBERTA**

as represented by the Minister of Assisted Living and Social Services

\_\_\_\_\_  
David Williams  
Assistant Deputy Minister

\_\_\_\_\_  
Date



**Schedule A**  
**Recipient's Application**

**Please see attached Application.**

SAMPLE

**Schedule B**  
**Development Grant Funding Deliverables**

**I. Prerequisite Documents for Planning & Development Funding**

<b>DOCUMENT TYPE</b>	<b>MILESTONE DATE</b>
A letter from an Engineer or Architect confirming they have been retained to lead the work on the construction of the Project.	Prior to disbursement of funding
A copy of the Design Standards Confirmation of Compliance signed by the Project's Architect of Engineer acknowledging all mandatory design features in the Continuing Care Design Standards 2025 will be incorporated in the Project.	Prior to disbursement of funding
A certificate of title or a long-term lease [minimum thirty-three (33) years] for the Lands in the name of the Recipient.	Prior to disbursement of funding

**II. Development Grant Funding Deliverables**

<b>DOCUMENT TYPE</b>	<b>MILESTONE DATE</b>
Completed design review and feedback processes with the Province at the 30 per cent and 70 per cent design stages for the Project.	Within 12 months of executing this Agreement
A certified Class B cost estimate for completion of the Project.	Within 12 months of executing this Agreement

## Schedule C

### Developmental Grant Funding Budget & Reporting Form

FORECAST		ACTUALS
<b>FUNDING</b>		
Funding Proposed	[\$Total Funding Proposed]	
Other Sources of Income		
• List Source	[\$Funding Contributed]	
• List Source	[\$Funding Contributed]	
• List Source	[\$Funding Contributed]	
Total Project Revenue	[Insert Sum of all Project Revenue]	
<b>Expenses</b>		
P&D Delivery Staffing Costs		
•	[\$ Allocated Funding]	
•	[\$ Allocated Funding]	
•	[\$ Allocated Funding]	
•	[\$ Allocated Funding]	
•	[\$ Allocated Funding]	
Total Staffing Costs		
\$[Insert Sum]		
<b>Direct Expenses</b>		
• Insert details of Direct FRC related expense	[\$ Allocated Funding]	
• Insert details of Direct FRC related expense	[\$ Allocated Funding]	
• Insert details of Direct FRC related expense	[\$ Allocated Funding]	
• Insert details of Direct FRC related expense	[\$ Allocated Funding]	
• Insert details of Direct FRC related expense	[\$ Allocated Funding]	
Total Direct Expenses		
\$[Insert Sum]		
<b>Other Expenses</b>		
• Insert details of Other FRC related expense	[\$ Allocated Funding]	
• Insert details of Other FRC related expense	[\$ Allocated Funding]	

• Insert details of Other FRC related expense	[\$ Allocated Funding]	
<b>Total Other Expenses</b>	<b>[\$ Allocated Funding]</b>	
<b>Total Expenses</b>	<b>[\$ Sum Total]</b>	

[Recipient Legal Entity Name]

I certify that the numbers presented above are correct.

Recipient  
Representative

[*Printed Name and Title*]

Senior Financial Officer

[*Printed Name and Title*]

Signature

Date

Signature

Date

**Instructions:**

- Recipient to complete Actuals for each financial reporting period indicated for each associated Expenditure Category.
- The above Budget and Actuals form must be certified correct by a Senior Financial Officer of the Recipient.

## **Schedule D**

### **Prerequisites Provided by Recipient to the Province Prior to Execution of this Agreement**

(see attached)

SAMPLE