



# GNB Guidelines for Grant Funding to Non-Profit Organizations



July 1, 2023

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## ***Appendices***

### ***A. Sample Funding Agreement Templates***





## Purpose of the Guidelines

These Guidelines complement the ***Policy on Grant Funding to Non-Profit Organizations*** (see *Appendix A*). All GNB departments are expected to track funding provided to non-profit organizations (NPOs), including the anticipated outcomes and whether they are achieved. This enables the provincial government to demonstrate effective and responsible investment of public funds. To this end, the policy includes the following requirements:

- Establish and retain publicly available list of discretionary and/or application-based grants available to NPOs including the budget/amount of available funding, and anticipated outcome(s);
- Submit annual reports and facilitate periodic audits on the outcomes achieved and amount of funding provided to NPOs for discretionary and/or application-based grants;  
*(These are to be submitted to the **Budget and Financial Management Division**, following the reporting template and instructions developed to support the policy)*
- To systematically track and address common barriers to achieving anticipated outcomes.
- To require applicants/grant recipients to specify whether they have applied for or secured funding from any other GNB department (for the present or previous fiscal year) and, if so, identify a point of contact from the relevant department(s). Consultation with department(s) identified on the application is required prior to approval of funding;
- Require applicants to specify whether obtaining the grant from GNB would allow them to apply for additional funding from other sources, for a greater combined impact.
- Encourage the identification and adoption of cost saving strategies for NPOs to increase value-for-money (from GNB grant funding);
- Promote increased collaboration with NPOs to identify outcomes/indicators capturing funding impact;
- Monitor funding agreements to proactively identify problems and mitigate risks;
- Retain procedures, tools, and training to comply with policy and guidelines;
- Designate position accountable for policy and guidelines implementation and ongoing adherence; and
- Maintain records/information required for reporting compliance with this policy.

The policy has been designed to allow sufficient flexibility for departments to tailor their approach based on individual programs and needs. As such, processes can vary across or within departments, as long as these requirements are met. Refer to relevant sections of this document for guidance on implementing the above-noted policy requirements.

## Understanding Grants

GNB provides financial support to NPOs in a variety of forms, which can generally be captured through the following: (1) grants, (2) purchase of service agreements, and (3) core or operating funding. The ***Policy on Grant Funding to Non-Profit Organizations*** only applies to discretionary and/or application-based grants.



Before delving into the policy guidelines for grant funding, departments are encouraged to consider whether a grant is the most appropriate form of financial support for their purpose, or whether a Purchase of Service Agreement might be better suited to meeting their goals. See below for insights to help inform your decision.

Grants are normally short-term, non-renewable and related to a specific theme. Meanwhile, Purchase of Service Agreements (or Service Contracts) are normally long-term renewable funds for offering specific services tied to departmental mandates.

**It may be appropriate to proceed with a grant if your department is seeking applicants to:**

- ✓ Identify new strategies to address complex societal issues.
- ✓ Test out innovative practices.
- ✓ Determine how to increase efficiencies.
- ✓ Deliver special events.
- ✓ Contribute to ongoing learning in a sector.

**It may be more appropriate to consider a Purchase of Service Agreement if the department is seeking applicants to:**

- ✓ Deliver a specific service to enable meeting its mandate.
- ✓ Outsource work currently being delivered in-house.
- ✓ Leverage specific expertise in the community to complement GNB services.

### Sample Process Map

This document is organized based on the typical steps involved in providing grant funding to NPOs (see flow diagram below). This is not what all processes must look like and not all of these steps have corresponding policy requirements. However, each section clearly states whether there are relevant policy requirements and, if so, outlines guidance for implementation. Each section also includes additional guidance that may help with addressing current gaps/challenges or be used to support continuous improvement efforts.



### Procedural Guidelines

#### 1. Origination / Request

**Policy Requirement:**

- Require applicants to specify whether they have applied for or secured funding from any other GNB department (for the present or previous fiscal year) and, if so, consult with the other department(s) prior to approval of funding.



### Strategies to facilitate policy implementation:

- All applicants are to be asked to specify on the application form (or through an alternative consideration process) which GNB departments they secured funding from last fiscal or this fiscal.
- Applicants should also specify on the application form whether they are applying to any other GNB departments for funding.

*(Note: refer to **Screening** section for details on consulting with relevant departments)*

### Other guidance to consider for the *Origination / Request* phase:

- Ensure there is a clear point of contact to answer questions and provide support during the application process. This individual should be knowledgeable about the funding opportunity and capable of fielding questions.
- For larger funding programs, encourage applicants to reach out prior to application submission to discuss proposal, eligibility, and provide relevant assistance.
- Is there a brief step-by-step overview of the application and approval process available online? Does it include relevant timelines?
- Do the funding program guidelines cover:
  - ✓ Organization eligibility
  - ✓ Project eligibility
  - ✓ Eligible expenses
  - ✓ Application process
  - ✓ Relevant deadlines,
  - ✓ Required documentation
  - ✓ Evaluation criteria/process
  - ✓ Reporting requirements
  - ✓ Frequently asked questions (FAQ)

## 2. Screening

### Policy Requirement:

- Require applicants to specify whether they have applied for or secured funding from any other GNB department (for the present or previous fiscal year) and, if so, consult with the other department(s) prior to approval of funding.*

### Strategies to facilitate policy implementation:

- In cases where the applicant indicates that they have applied for or secured funding from another GNB department, departments are expected to follow-up with relevant departments to gain context to inform their decision-making.
- Ideally this step would happen early on, during the screening process; if that is not possible, it should at least take place prior to approving funding.
- When reaching out to other departments for context, departments may want to gather details on:
  - ✓ The purpose of funding from the other department(s). *(Is there overlap with the funding proposal under consideration? Is it complementary? Is there an opportunity to collaborate with the other department(s)?)*
  - ✓ The amount of funding secured/requested.
  - ✓ The NPO's level of success in achieving outcomes in the past.



- ✓ **Insights into the quality of the partnership/relationship with the NPO.**
- ✓ **Where possible/appropriate, departments can foster deeper collaboration through:**
  1. Strategizing investments in NPOs through a lens that is broader than a single department's mandate.
  2. Sharing lessons learned in identifying outcomes and tracking indicators.
  3. Considering development of common indicators for similar programs or services.
  4. Considering joint contracts with an NPO (and other GNB departments) to streamline and simplify reporting.

#### **Other guidance to consider for the *Screening* phase:**

- Screening can take place either before or after application submission, or may not require a formal application (some prefer discussions/interviews with potential grant recipients).
- Preliminary screening should be conducted prior to a formal assessment to prevent excess resources from being expended on ineligible projects.
- Confirmation of eligibility should consider both the eligibility of the organization and the eligibility of the proposed project (are the anticipated outcomes of funding program aligned with the project objective? What about the NPO's mandate?).
- The screening should flag whether there is any missing or incomplete information.
- For larger funding programs, consider implementing a two-phased application process to reduce operational strain on applicants. Phase 1 could require basic information regarding the organization and project to verify eligibility. Phase 2 could require the submission of comprehensive information for evaluation.

### **3. Information Request:**

- If gaps are identified during the screening process, these gaps should be identified to the applicant.
- Be specific when advising the applicant that there is missing information.
- Ensure the applicant is aware of who to contact with any follow-up questions.

### **4. Due Diligence**

Consider whether any of these factors could impact your department's decision to provide grant funding to the applicant:

- Whether the NPO's mandate is aligned with its funding proposal.
- Capacity to enter into legal agreement (incorporated).
- In good standing with relevant oversight bodies and government agencies.
- Disclosure of board members and contact information.
- Submission of articles of incorporation, annual general meeting minutes, financial reports/audits, purchasing policy, and/or organizational background information.
- Application submitted by signing authority.
- Length of time organization has been in existence.
- Confirmation of liability insurance.
- For agencies working with youth and/or other vulnerable populations, are police record checks required for volunteers and staff?
- Agree to independent audit of project, if requested.



## 5. Review Criteria:

- Funding programs should have clearly defined review criteria that are referred to during the decision process to assist in the determination of funding allocations.
- Review Criteria should be made available to applicants in the online application guidelines to provide guidance in the development of strong applications.

### Potential Criteria

- Appropriate review criteria depend on the funding program, and may include:
  - ✓ Alignment between the anticipated project impact and the department's anticipated outcomes for the funding program
  - ✓ Project feasibility (planning and viability)
  - ✓ Community need
  - ✓ Financial need and feasibility
  - ✓ Opportunity for learning
  - ✓ Potential for sustainability
  - ✓ Evidence of satisfactory past performance with GNB funding (consult with other departments, as needed; refer to Screening phase for more details).
  - ✓ Strategic partnerships
  - ✓ Budget and resources

*(Note: establishing a rating guide that corresponds to the review criteria supports a more consistent review process across proposals.)*

## 6. Decision Process:

The decision process should be clearly outlined in the department's online grant funding guidelines to establish trust with applicants and ensure transparency.

Departments may want to include the following as part of their process:

- ✓ Submission confirmation
- ✓ Application screening
- ✓ Application review and approval
- ✓ Method of notification
- ✓ Estimated timeline
- ✓ Requirements for distribution of funding

## 7. Monitoring and Reporting:

### Policy Requirements:

- Collaborate with NPOs to identify outcomes/indicators capturing funding impact.
- Monitor funding agreements to proactively identify problems and mitigate risks.

### Strategies to facilitate policy implementation:

#### Determine Appropriate Measures and Reporting Expectations

The appropriate reporting measures should be determined on a program by program (or proposal by proposal) basis – though some exceptions may apply, particularly for small grants for a very straightforward purpose. Where possible (and appropriate), measures of a project's success should focus on outcomes. Refer to the **Outcomes Classification and Identification of Indicators** for additional guidance on identifying appropriate outcomes and meaningful indicators.



## 7. Monitoring and Reporting *(continued)*

When deciding upon expectations for defining and reporting on outcomes, departments should aim to achieve a balance between: (1) the potential impact of the financial assistance, (2) how that impact speaks to the achievement of the department's anticipated funding outcome(s), and (3) the administrative effort (on the part of the department and the NPO). Specifically, the following should be factored into determining appropriate reporting expectations:

- **Amount of funding** (higher expectations for higher amounts of funding);
- **Duration of funding** (higher expectations for lengthier periods of funding);
- **Likelihood of funding renewal** (higher expectations with funding that is likely to be extended or renewed);
- **Level of restrictions on the use of funding** (higher expectations when the use of funding is more flexible);
- **Relationship between the NPO and funder** (higher expectations when funding a NPO for the first time or if there is not a strong relationship); and
- **Capacity of the NPO** (more limited expectations for NPOs with no board, few employees, volunteers only, etc.).

Departments should ensure that the information requested is crucial for tracking the achievement of the anticipated outcomes associated with their funding programs or that it is required for other accountability purposes (e.g., statement of expenditures).

Departments are also expected to help enable the NPO's success through proactive reach-outs, including reminders of interim/final reports and potentially touch-points in advance of major milestones. The focus should be on collaboration and support rather than micro-management.

The above-noted guidance is meant to build flexibility into departmental decision-making while promoting consistency in the rationales associated with the decisions reached.

### **Potential Monitoring Mechanisms**

- Submission of statements of expenditures.
- Submission of interim reports providing the current status of items required in final report (e.g., status update on overall project, preliminary details on agreed upon indicators, etc.).
  - Interim reports and other types of preliminary updates should focus on identifying potential challenges and, if needed, working collaboratively with the NPO to mitigate risks.
  - Based on the information shared in the interim report, it may be appropriate to make adjustments to the anticipated outcomes, performance indicators, or other agreed upon aspects of the funding agreement.

*(Note: interim reports are most applicable to multi-year funding projects; more informal follow-ups can take place with shorter-term funding periods.)*

### **Reporting requirements may include:**

- Summary of results from an event participant survey.
- A final report, including: financial information, evaluation of project outcomes and overall success, any barriers to achieving outcomes, other challenges, and explanation of unspent funding.





## Outcomes Classification and Identification of Indicators

**As per the *Policy on Grant Funding to Non-Profit Organizations***, deputy ministers are responsible for ensuring that their departments (1) establish anticipated outcomes for all funding programs (which should be tied directly to their departments' mandated responsibilities) and (2) work collaboratively with NPOs to identify outcomes and indicators that will capture the impact of the funding. Note that in some cases, especially when other funding partners are involved (e.g., federal government), there may be constraints when establishing the project outcomes. That should not prevent GNB departments from offering a grant when the project outcomes are aligned with the anticipated outcomes of the department's funding program.

The table below provides departments with insights into establishing target outcomes for their grant funding programs and ensuring that the project outcomes agreed upon with NPOs (and potentially other funding partners) will contribute to their achievement.

Departments are encouraged to treat NPOs as partners when it comes to developing and achieving project outcomes, including the identification of indicators, monitoring progress, and evaluating results.

***For departments seeking a more detailed, step-by-step process for developing funding outcomes or meaningful indicators (e.g., tools, training, etc.), additional resources and support are available through the Project & Advisory Services team within Finance & Treasury Board. Contact [PAS-SAPC@gnb.ca](mailto:PAS-SAPC@gnb.ca) for more details.***



## Basic Criteria for Quality Indicators

To ensure quality indicators have been established, the following (SMART) criteria should apply:

**Specific:** unique, unambiguous, understandable;

**Measurable:** achievable, practical, cost-effective, observable;

**Achievable:** realistic, and setting the project up for success;

**Relevant:** relates to project, of significance, timely;

**Time-Bound:** completed within a specific period of time of by a certain deadline.

## Outcomes Classification

Outcomes often fall into one of the following classifications:

1. Program-Centred
2. Participant-Centred
3. Community-Centred
4. Organization-Centred

Each of the sections below focuses on one of those four classifications, outlining possible focus areas and corresponding indicators. This is not meant to be an exhaustive list. Instead, it offers a detailed sampling that departments can build upon and further refine to meet their needs.

When your department works with multiple agencies offering similar programs or services, consider using common key performance indicators across organizations, as appropriate. This will help facilitate:

- Rolling up data across organizations to speak to funding impacts across organizations, regions, sectors, etc.
- Comparing the achievement of outcomes across organizations.

## Program-Centred Outcomes

Focus	Category	Potential Indicators
1. Reach	Outreach	Percent of target constituency enrolled
		Percent of target constituency aware of service
		Participation rate
		Number of service requests/month
	Reputation	Number of favorable reviews/awards
		Number of community partnerships
		Percent of services offered at no charge
	Access	Percent of target constituents turned away
		Percent of target constituents reporting significant barriers to entry
Percent of services offered at no charge		



<b>2. Participation</b>	Attendance / Utilization	Acceptance rate
		Percent of capacity enrolled/registered
		Percent who enroll for multiple services/offerings
		Attendance rate
		Average attendance rate at events
		Percent of capacity filled at event
		Number of subscriptions
		Renewal rate
		Percent of subscribers who are also donors
	Commitment / Engagement	Percent who continue with program past initial experience
		Percent of participants considered active
		Percent of constituents utilizing multiple services/offerings
		Referral rate
	Graduation / Completion	Percent who successfully complete program
		Percent who report immediate needs met
Recidivism rate (back into program)		
Average length of time in program		
Percent who continue to next level		
<b>3. Satisfaction</b>	Quality	Number of favorable reviews/awards
		Percent reporting improved attitude/feeling
		Constituent satisfaction rate
		Referral rate
	Fulfillment	Percent reporting needs met
		Percent of target constituents served
		Completion rate



Participation-Centred Outcomes			
Focus	Category	Potential Indicators	
<b>1. Knowledge / Learning / Attitude</b>	Skills ( <i>knowledge, learning</i> )	Percent increase in scores after attending	
		Percent that believe skills were increased after attending	
		Percent increase in knowledge (before/after program)	
	Attitude	Percent improvement as reported by parent, teacher, co-worker, other	
		Percent improvement as reported by participant	
	Readiness ( <i>qualification</i> )	Percent feeling well-prepared for a particular task/undertaking	
		Percent meeting minimum qualifications for next level/undertaking	
	<b>2. Behaviour</b>	Incidence of bad behaviour	Incidence rate
			Relapse/recidivism rate
Percent reduction in reported behavior frequency			
Incidence of desirable activity		Success rate	
		Percent that achieve goal	
		Rate of improvement	
Maintenance of new behaviour		Number weeks/months/years continued	
		Percent change over time	
		Percent moving to next level/condition/status	
		Percent that do not reenter the program/system	



<b>3. Condition / Status</b>	Participant Social Status	Percent with improved relationship
		Percent who graduate
		Percent who move to next level/condition/status
		Percent who maintain current level/condition/status
		Percent who avoid undesirable course of action/behavior
	Participant Economic Condition	Percent who establish career/employment
		Percent who move to long term housing
		Percent who maintain safe and permanent housing
		Percent enrolled in education programs
		Percent who retain employment
		Percent with increased earnings
	Participant Health Condition	Percent with reduced incidence of health problem
		Percent with immediate positive response
		Percent that report positive response post-90 days

### Community-Centred Outcomes

Focus	Category	Potential Indicators
<b>1. Policy</b>	Awareness / Understanding of Issue	Percent of target constituents aware of issue
		Number of people reached through communications
		Percent of target constituents taking desirable action



	Stakeholder Support of Issue	Number of stakeholders convened
		Percent of key stakeholders as partners
	Influence on Legislative Agenda	Number of legislative contacts
		Percent of supporting votes secured
		Percent of legislators aware of issue
	<b>2. Public Health/ Safety</b>	Risk of Threat
Percent of public taking precautions		
Number of options/contingency plans		
Time spent planning		
<b>3. Civic Participation</b>	Increase Participation	Number of people participating in event
		Percent increase in turnout
		Number of people volunteering
<b>4. Economic</b>	Increased Opportunities	Number of new people employed Number of new businesses launched Reduction of debt levels Attraction/retention of specific industries Reduction of unemployment rate Increase in average wages Increased productivity
	Support for Economic Growth/ Development	
	Economic Sustainability	
<b>5. Environmental</b>	Cleanliness	Reduction of loss time accidents Increased safety training Reduction of energy consumption Increase in renewable energy sources used Reduction in carbon footprint
	Safety	
	Aesthetics	
	Preservation	
<b>6. Social</b>	Awareness of an Issue	Increased media/social media attention
		Number of public events organized
		Petitions used to gather public support
	Incidence of Undesirable Activity	Incidence rate
		Percent reduction in reported activity frequency
	Incidence of Desirable Activity	Incidence rate
Rate of improvement		



Organization-Centred Outcomes		
Focus	Category	Potential Indicators
<b>1. Financial</b>	Balance sheet	Increased revenue Decreased debt to equity ratio Positive cash flow Reduction in net debt Acquisition of new assets
<b>2. Management</b>	Management engagement	Reduced staff turnover Increased revenue Increased quality of services/products Increased customer satisfaction
<b>3. Governance</b>	Corporate oversight and accountability	Number of initiatives implemented Business plan established and implemented Audits scheduled and performed Appropriate Board of Directors established Roles and responsibilities established and communicated

## Cost-Saving Opportunities and Other NPO Supports

### Policy Requirement:

- *Identify and adopt cost saving strategies for NPOs to increase value-for-money.*

Departments are not required to adopt the same cost saving strategies and it may take time for meaningful opportunities to be identified and implemented. The following options are identified for consideration:

- 1. Multi-Year Funding:** this approach is particularly helpful for addressing long-term social issues, enabling strategic planning, and bringing in additional funding from outside the province.
- 2. Merging Contracts:** When a department has multiple related contracts with an NPO, the NPO can be nimbler if those contracts are merged together, and funds can flow across related efforts. Opportunities to merge contracts could also be explored when there are funding partners outside of GNB.
- 3. Professional Expertise:** Provide access to professional expertise within government, particularly specialists in accounting, tax guidance, proposal development, legal advice, as a few examples.
- 4. Training:** Offer complementary access to government-sponsored training.
- 5. Meeting Spaces:** Share access to free government meeting spaces.
- 6. Incentivize Collaboration:** Leverage your department's financial support to incentivise NPOs to work collectively toward common goals, leverage the right expertise and avoid duplications of effort (e.g., include conditions to funding such as participation in strategic planning sessions, divide parts of a project among organizations best-suited to deliver results, etc.).
- 7. Bulk Purchasing:** Set up and utilize a system for bulk purchasing of supplies and equipment.
- 8. Access to Government Rates:** NB's Procurement Act allows GNB to extend its rates for a variety of services (e.g., telephone, utilities, printing, translation, website design, hotel, vehicle rental, etc.). For departments interested in pursuing that option, SNB can provide guidance on how best to approach with new service contracts or contracts that are up for renewal.



## Departmental Reporting Requirements

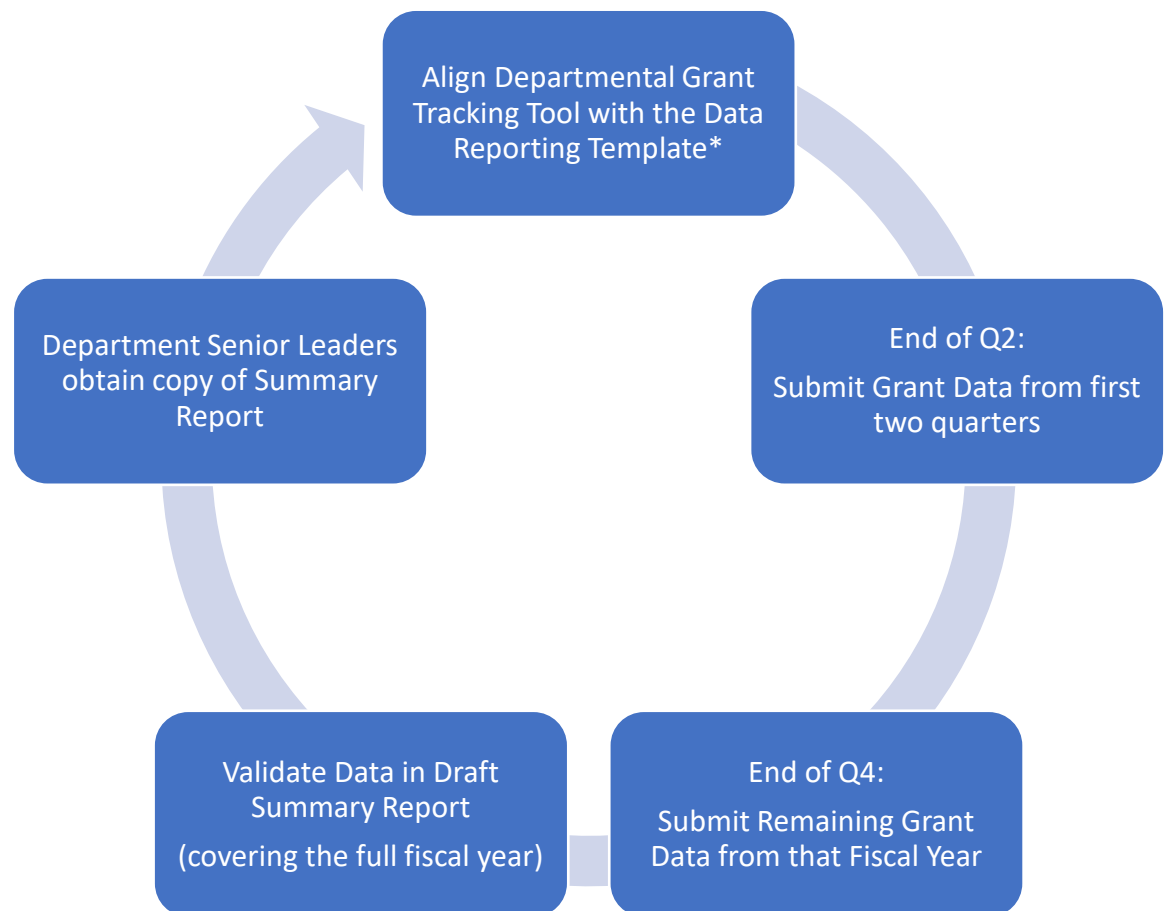
### Policy Requirement:

- *Submit annual reports and facilitate periodic audits on the outcomes achieved and amount of funding provided to NPOs for discretionary and/or application-based grants.*

Departments are required to report to the **Budget and Financial Management Division** (FTB) every six months (after Q2 and Q4 of each fiscal year; see details below).

The data is for internal purposes, to provide GNB's senior leaders with corporate-level insights into grant funding provided to NPOs. This data will help with addressing questions from the public and other stakeholders, as well as provide valuable insights into trends, common practices, challenges, etc. across GNB. It could also reveal areas worth exploring collaboratively if there are common challenges.

### Data Reporting Cycle for Grant Funding to NPOs



\* Contact the Budget and Financial Management Division for the most current data reporting template.





## Glossary

- **Application-Based Grants:** financial assistance that requires an application and approval process and is usually short-term, non-renewable, and often related to a specific theme.
- **Discretionary Grants:** financial assistance that is awarded with or without a formal application process. These may be made available to address pressing needs for a government or departmental priority, rapid response, emergency funding, or to test grants in new areas before formalizing into an application-based grant (or that might later fall into a fee for service contract with a formal request for proposals process).
- **Indicator:** specific, observable, and measurable accomplishment or change that shows the progress made toward achieving a specific outcome associated with grant funding.
- **Non-Profit Organization:** for the purpose of this policy, this includes: legal entities (e.g., organizations, associations, clubs, societies, etc.) that operate for a collective, public, or social benefit (e.g., citizen wellbeing, economic development, recreation, environmental stewardship, etc.), with any revenues that exceed expenses committed back into the organization's purpose.
- **Outcomes:** changes in behavior or condition that reflect a positive impact in a targeted area. These are specific and measurable and indicate fulfillment of purpose and progress towards long term impact.

## Appendix A

### Sample Funding Agreement

**\*NOTE: RDC example\***

DATE

«pers\_salutation» «pers\_firstname» «pers\_lastname», «pers\_title»  
«comp\_name»  
«addr\_city», New Brunswick «addr\_postcode»

**SUBJECT: Project No.: «oppo\_leadid»**  
**Project Name: «comp\_name» – «projectname»**  
«pers\_salutation» «pers\_lastname»:

You should modify the default project name for something that actually informs the client what project this letter refers to.

We are pleased to inform you that the above-noted project has obtained support from DEPARTMENT. A financial contribution up to \$«amount» for «comp\_name» (the Applicant) has been approved for this project. Eligible costs and funding for this project are described in Appendix A.

### Financing Conditions

You should add further clarity about the project scope here.

The Applicant must provide confirmation to DEPARTMENT within 60 days of this offer that all other financing has been obtained prior to release of any funds for the project.

**Dealbreakers** - Any conditions **essential** for the project to get **approval** will be here. Examples are: confirmation of funding, special permits, MOUs or other agreements, a specific milestone or event...

If you click the Follow Up tab in CRM it means all the conditions in this section have been met.

### Reimbursement Procedures

Any conditions explaining **how** and **when** the client may get paid or **how** and **when** DEPARTMENT will pay out should be in this section.

Claims for reimbursement of the contribution must be supported by **copies of invoices and proof of payment of those invoices** on forms herein provided. Electronic copies may be obtained at: [LINK](#).

This is the standard reporting requirement; you may change this to any of the approved reporting requirement in the funding guidelines. Approved requirements are:  
outcome report including metrics; financial report; audited financial statements; invoices; proof of payments; legal agreements; and/or any other necessary documentation.

The applicant will be responsible to cover any cost overruns and will not request any additional funding from DEPARTMENT for this project.

Any unused funding committed in this fiscal year will be expired at **March 31, 2022**. Written requests for advances will be evaluated on a case by case basis. Any outstanding advance will be deducted from the final payment. Any unused portion of this contribution as of **March 31, 2021** must be reimbursed to DEPARTMENT.

You may add any of the above conditions or any other conditions you feel is necessary to limit or clarify how funding may be claimed.

All payments will be made by electronic funds transfer. Please complete the attached Direct Deposit Service form.

All claims must be **received** by DEPARTMENT on or before **March 31, 2022**.

### **Terms and Conditions**

1. No public announcement of funding or milestone events such as official openings and ribbon-cuttings shall be made by the Applicant without the prior written approval of DEPARTMENT.
2. The Applicant shall not change the project scope, purpose or eligible costs without prior written approval of DEPARTMENT.
3. DEPARTMENT may refuse further disbursements if there is a materially adverse change in the financial position of the Applicant or status of the project.
4. The Applicant shall not sell or dispose of any assets purchased under this agreement for a period of 36 months following the completion of this project without prior written approval from an authorized representative of DEPARTMENT.
5. The Applicant shall keep, for 36 months following project completion, all accounting books, records and statements pertaining to project costs and make these available for auditing and provide any statistical data required by DEPARTMENT.
6. The Applicant shall allow any authorized representative of DEPARTMENT reasonable access to the project site(s) and information.
7. The Applicant shall indemnify and save harmless the provincial government from and against all claims, demands, losses, damages, costs of any kind based upon any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the applicant or its servants or agents in carrying out the contract.
8. The Applicant must adhere to all labour and environmental laws and regulations.
9. No Members of the Legislative Assembly, their staff, or their immediate family members shall be a party to this project or derive any benefit arising therefrom.
10. Information and documents provided to DEPARTMENT may be subject to release under *Right to Information and Protection of Privacy Act*.
11. DEPARTMENT acknowledges the obligation to make the required payments under this agreement. However, payment of this contribution is subject to appropriation of sufficient funds by the legislature of the Province of New Brunswick.
12. Any costs incurred prior to ( **date** ) are not considered eligible expenses under this offer.
13. Project work must begin within **60 days** of DEPARTMENT receiving confirmation of financing.
14. The Applicant must submit a final activity report on project outcomes to DEPARTMENT within **30 days** of project completion. (*At officer's discretion*)

Condition #14 is mandatory if the project is for a study where a report will be prepared as part of the deliverables.  
The first 12 conditions will usually never change.  
There are 3 items the officer may modify in this section (all items in **bold**):  
Condition 12: The date when costs are considered eligible;  
Condition 13: The number of days the client has to start their project;  
Condition 14: The number of days the client has to submit a copy of the report.

If you are in agreement with the terms and conditions of this offer, please sign and return it and your Direct Deposit Service form to DEPARTMENT at [EMAIL ADDRESS](#). **Please note that failure to do so within 45 days renders this offer null and void.**

All inquiries with respect to the project are to be forwarded to «Reviewer\_FirstName» «Reviewer\_LastName» at «reviewer\_phone» or «reviewer\_Email».

We look forward to the successful completion of this project.

Sincerely,

NAME  
President / Deputy Minister

MLA will be copied on projects. Ministers will be copied on projects done with their respective departments and / or initiatives.

Enc.

cc: MLA or appropriate minister  
Proposal Reviewer

**This offer accepted on behalf of**  
**«comp\_name» for**  
**Project: «oppo\_leadid» – «projectname»**

Project title should match the one on the first page

«pers\_title»:

Date:

**\*Template specific to events (RDC example)\***

June 13, 2023

«pers\_salutation» «pers\_firstname» «pers\_lastname», «pers\_title»  
«comp\_name»  
«addr\_address1» «addr\_address2»  
«addr\_city», New Brunswick «addr\_postcode»

**SUBJECT: Project No.: «oppo\_leadid»  
Project Name: «comp\_name» – «projectname»**

«pers\_salutation» «pers\_lastname»:

We are pleased to inform you that the above-noted project has obtained support from DEPARTMENT. A financial contribution up to «amount» for the «comp\_name» (the Applicant) has been approved after a preliminary assessment for this event. The final level of contribution and disbursement will be determined once the final costs of your event have been submitted to DEPARTMENT. Eligible costs and funding for this project are described in Appendix A.

**Reimbursement Procedures**

A claim for reimbursement of the contribution must be supported by a final financial report of the event's actual costs. The claim must be submitted before **March 31, 2022** on forms herein provided. Electronic copies may be obtained at: [LINK](#). All payments will be done by electronic funds transfer. Please complete the attached Direct Deposit Service form.

**Terms and Conditions**

1. No public announcement of funding or milestone events such as official openings and ribbon-cuttings shall be made by the Applicant without the prior written approval of DEPARTMENT.
2. The Applicant shall not change the project scope, purpose or eligible costs without prior written approval of DEPARTMENT.
3. DEPARTMENT may refuse further disbursements if there is a materially adverse change in the financial position of the Applicant or status of the project.
4. The Applicant shall not sell or dispose of any assets purchased under this agreement for a period of 36 months following the completion of this project without prior written approval from an authorized representative of DEPARTMENT.
5. The Applicant shall keep, for 36 months following project completion, all accounting books, records and statements pertaining to project costs and make these available for auditing and provide any statistical data required by DEPARTMENT.
6. The Applicant shall allow any authorized representative of DEPARTMENT reasonable

access to the project site(s) and information.

7. The Applicant shall indemnify and save harmless the provincial government from and against all claims, demands, losses, damages, costs of any kind based upon any injury to or death of a person or damage to or loss of property arising from any willful or negligent act, omission or delay on the part of the applicant or its servants or agents in carrying out the contract.
8. Any costs incurred prior to ( **date** ) are not considered eligible expenses under this offer.
9. The Applicant must adhere to all labour and environmental laws and regulations.
10. No Members of the Legislative Assembly, their staff, or their immediate family members shall be a party to this project or derive any benefit arising therefrom.
11. Information and documents provided to DEPARTMENT may be subject to release under *Right to Information and Protection of Privacy Act*.

If you are in agreement with the terms and conditions of this offer, please sign and return it and your Direct Deposit Service form to DEPARTMENT at [EMAIL](#). **Please note that failure to do so within 45 days renders this offer null and void.**

All inquiries with respect to the project are to be forwarded to «Reviewer\_FirstName» «Reviewer\_LastName» at «Reviewer\_phone» or «Reviewer\_Email». We look forward to the successful completion of this project.

Sincerely,

NAME  
President / Deputy Minister

*Enc.*

cc: MLA  
Proposal Reviewer

**This offer accepted on behalf of  
«comp\_name» for  
Project: «oppo\_leadid» – «projectname»**

«pers\_title»:

Date:

## DISCRETIONARY CONTRIBUTION AGREEMENT

BETWEEN: **HER MAJESTY THE QUEEN**, in Right of the Province of New Brunswick as represented by the Minister Social Development (hereafter called the "Province")

- and -

**(INSERT OFFICIAL NAME OF AGENCY)**, a body corporate under the laws of Canada, having offices at **(insert address)** (hereafter called "the Agency")

**WHEREAS** the goals and initiatives of the Agency are to **[INSERT DESCRIPTION];**

**WHEREAS** the Province wishes to provide a discretionary contribution in support of the Agency's goals and initiatives;

**NOW THEREFORE** for good and valuable consideration, the receipt and sufficiency of which is acknowledged, and in consideration of the covenants and conditions contained herein, the parties agree as follows:

### **SECTION 1: DEFINITIONS**

In this Agreement or in any amendments hereto, the following terms shall have the following meanings:

- 1.1 **Agreement:** means this discretionary contribution agreement including the Schedules and any amendment hereto which is in writing signed by all the parties hereto.
- 1.2 **Confidential Information:** means any information in the possession of a party that is not generally available to others (whether disclosed orally or in writing or gathered by observation) in all material forms and however stored or expressed.
- 1.3 **Conflict of Interest:** means a situation in which the agency or any of its directors, officers or employees ("agency parties") has an interest that could influence, or could appear to a reasonable person to influence, the objective exercise of the agency's or agency party's duties or cause it or him/her to behave in a manner not consistent with the agency's duties to the Province.
- 1.4 **Program:** means all benefits or services provided by the agency as outlined in Schedule "A" attached hereto.

## **SECTION 2: PERFORMANCE**

- 2.1 **Contribution:** The Province shall provide the Agency with a discretionary contribution payable in accordance with Schedule "B" which amount, including any earned interest, shall be solely used for the Program.
- 2.2 **Accountability:** The discretionary contribution shall be managed separately within the agency's accounting system which identifies the name of the Program. The discretionary contribution shall be expended only as authorized under the terms of this Agreement.
- 2.3 **Conduct of Program:** The Program shall be conducted in a prompt, efficient, professional and ethical manner according to the terms of this Agreement and applicable laws.
- 2.4 **Confidential Information:** The agency shall not disclose any confidential information it acquires from the province during this Agreement, except as required by law. This restriction does not apply to information that was already known to one party, is (or becomes) public knowledge, or is rightfully received from a third party. For further certainty, the agency shall not use any information obtained from the province in the course of conducting the Program for a purpose other than that for which it was collected, unless it obtains the prior written permission of the Province. The agency shall promptly notify the province if it becomes aware of any unauthorized use of such confidential information and shall assist the province in taking such steps as is considered necessary to prevent further unauthorized use.
- 2.5 **Right to Information/Privacy.** Each party shall comply with the *Personal Health Information Privacy and Access Act*, S.N.B. 2009, c.P-7.05, the *Right to Information and Protection of Privacy Act* S.N.B. 2009, c. R-10.6 and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, and any other relevant privacy legislation.
- 2.6 **Conflict of Interest:** The agency warrants that at the date of this Agreement, no Conflict of Interest exists or is likely to arise in relation to execution of this Agreement or its subject matter. The agency undertakes to notify the province, in writing, immediately upon becoming aware of the existence, or possibility, of a Conflict of Interest and agrees to comply with any reasonable directions of the province to appropriately manage the conflict of interest, within the time frame stipulated by the province in writing.
- 2.7 **Program Reporting:** The agency shall provide the province with a copy of its by-laws on a one-time basis and shall notify the province of any changes to that document annually, when applying for a new or continued discretionary contribution. In addition, the agency shall provide the Province with the documents outlined in Schedule "C".

## **SECTION 3: TERM**

- 3.1 The parties agree that this Agreement shall commence on **(insert start date)** and expires on **(insert expiry date)** unless terminated earlier in accordance with Sections 7 of this Agreement.

## **SECTION 4: COMPENSATION**



- 4.1 The Province shall provide the agency with a discretionary contribution in the manner outlined in Schedule “B” attached hereto. The agency shall not be required to submit invoices to receive to receive the funding as outlined in Schedule B of this agreement.

## **SECTION 5: LIABILITY AND INDEMNITY**

- 5.1 **Liability of Agency:** The agency is liable to the province for all damage caused to the province, its employees or agents as the result of the negligence or wrongful actions of the agency’s employees, associates, servants or agents in the course of performing its obligations under this Agreement.
- 5.2 **Indemnity:** The agency agrees to indemnify and save the province harmless from all actions, claims, suits, demands, loss and damages resulting from the negligence or wrongful actions of the agency’s employees, associates, servants and agents in the course of performing agency’s obligations under this Agreement.
- 5.3 **Liability of Province:** The province shall be liable to transfer the discretionary contribution to the agency for the Program under the terms of this Agreement. The province shall not be liable to the agency for any claims, damages, penalties, losses or any other costs the agency incurs in performing the program.
- 5.4 **Limitation Period:** No action, regardless of form, arising out of this Agreement may be brought by the Agency more than two (2) years after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to the agency, or reasonably ought to have been discovered.

## **SECTION 6: AUDITS**

- 6.1 At the request of the province, the agency shall provide proper and detailed accounts and records related to the Program and/or the discretionary contribution provided under this Agreement. The agency shall retain and/or maintain such data for a period of seven (7) years following the termination or expiry of this Agreement.
- 6.2 Upon written notice the agency shall provide the Province, or its representatives, access to the agency and its facilities and those of its agents and sub agencies to perform audits deemed necessary by the Province in the public interest and to ensure the agency’s compliance with the terms and conditions of this Agreement. The agency shall produce such information as, in the opinion of the province, is reasonably required by the province to conduct the audit, provided that the province shall maintain such information in confidence, shall not retain the information, and shall not use such information for any purpose other than specified herein. The agency shall make the required access and the requested data available for audit within three (3) days of the initial request from the province.
- 6.3 Any claim or discrepancies disclosed by such audit shall be identified in writing to the agency within a reasonable period after completion of such audit, and the agency shall promptly resolve them and reimburse the province for any monies due as disclosed by such audit. The agency shall make no charge to the province for such an audit.

## **SECTION 7: TERMINATION**

- 7.1 The province reserves the right to terminate this Agreement, without penalty or further obligation, upon thirty (30) days' notice in writing.
- 7.2 The discretionary contribution outlined in Schedule "B" shall be conditional upon the availability of funds appropriated or allocated for the Program, subject to the executive orders and acts of the New Brunswick legislature, and of the policies of the Department of Social Development. If funds are not allocated or appropriated for the continuance of this Agreement, this Agreement may be terminated by the province at the end of the period for which the funds are available. No liability shall accrue to the province in the event that this provision is exercised, and the province shall not be obligated or liable for any future payments or for any damages resulting as a result of termination under this paragraph.
- 7.3 The agency may unilaterally terminate this Agreement at any time before the first installment of the discretionary contribution. After the initial installment, this Agreement may only be terminated, modified, or amended by the agency by written agreement of the parties. Should any funding have been provided to the agency, the agency consents and agrees to use said funds as contemplated by the Agreement.
- 7.4 The province reserves the right to terminate this Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the agency has failed to comply with the terms or conditions of this Agreement. The province shall promptly notify the agency in writing of the determination and the reasons for the termination, including the effective date. Any payments made to the agency shall be recoverable by the province under this Agreement if terminated for cause.
- 7.5 The province or the agency may terminate this Agreement in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditure of the discretionary contribution. Both parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The agency shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible. The province shall allow full credit to the agency for the funding share or obligations properly incurred before the effective termination date and which cannot be canceled.

## **SECTION 8: REMEDIES**

- 8.1 The province reserves the right to temporarily suspend the discretionary contribution for the Program pending required corrective action of a breach of this Agreement by the Agency. The Province also reserves the right to request specific performance indicators during the terms of this Agreement. The Province shall take any legal action necessary to recover the discretionary contribution if the Agency fails to comply with the terms of this Agreement.
- 8.2 The remedies expressed in this Agreement are not intended to limit the rights of the Province. This Agreement shall not in any way limit any right or remedy under law or equity that might otherwise be available to the Province.
- 8.3 The parties agree that all matters in dispute between the parties in relation to this Agreement that cannot be resolved may be referred to the Arbitration of a single arbitrator and, if so, shall

be conducted pursuant to the *Arbitration Act*, (R.S.N.B. 2014, and c.100). The decision of the Arbitrator shall be binding on the parties, heirs, successors, executors and permitted assigns.

**SECTION 9: NOTICES**

9.1 Wherever in this Agreement notice is required or permitted to be given or served by either party to or on the other, the notice shall be in writing and shall be delivered personally to the authorized designate or sent by prepaid registered mail, or by email or facsimile, and each such notice shall be deemed given on the date of delivery namely three (3) days after mailing in the case of mail and two (2) hours after sending in the case of email or facsimile transmission sent during normal business hours or, if sent outside of normal business hours each such notice shall be deemed given two (2) hours after the commencement of the next normal business day. No notice may be given by mail during a real or apprehended mail strike in Canada. The specified addresses may be changed from time to time by either party by notice as above provided.

To the Agency	To the Province
Authorized designate of the Agency	Authorized designate of the Province
(fill in the designates name, address, phone no, fax no. & email address)	(fill in the designates name, address, phone no, fax no. & email address)

**SECTION 10: GENERAL CONDITIONS**

- 10.1 **Research and Surveys:** The Agency shall participate and contribute to requests for the provision of statistical and program information for the purpose of research and surveys conducted by the Province or their authorized representatives. No such request shall require the breach of any duty of confidentiality owed by the Agency to its clients or any third party.
- 10.2 **Fund Source Recognition:** At the request of the Province, the Agency agrees to publicly acknowledge (including, but not limited to, in all public statements about the program, final documents, audio-visual recordings, photographs, plans, drawings, publications, advertisements and program plaques) that the Province has assisted the Program with a discretionary contribution. However, prior to any public acknowledgement the Agency agrees to consult the Province and obtain the Province’s consent.
- 10.3 **Survival:** Any provision of this Agreement which by its nature should survive termination shall survive termination, expiry or repudiation of this Agreement.
- 10.4 **Entire Agreement:** This Agreement is the entire agreement between the Province and the Agency and supersedes all previous agreements between the parties pertaining to the same subject matter. There are no warranties, representations or agreements between the parties except as set out in this Agreement.
- 10.5 **Amendment:** No modification of this Agreement is valid unless set out in writing by the parties.

- 10.6 **Waiver:** A waiver of any term or condition contained herein must be made in writing and shall not be considered a waiver of any other right. The failure or delay of a party in exercising a right shall not constitute a waiver. Any waiver of any term or condition contained herein does not prevent the party who has waived from insisting on compliance at a later date.
- 10.7 **Language:** The parties have required that this Agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en Anglais.
- 10.8 **Applicable Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and shall be subject to the jurisdiction of the New Brunswick courts.
- 10.9 **Invalidity of provision:** The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- 10.10 **Time:** For every provision of this Agreement, time is of the essence.
- 10.11 **Uncontrollable Events:** Neither party shall be held responsible for damages caused by delay or failure to perform its obligations under the terms of this Agreement when the delay or failure is due to fires, strikes, natural disasters, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against. In the event of an uncontrollable event, the time for completing the delivery of that portion of the services which have been delayed shall be extended by a period equal to the delay so caused.
- 10.12 **Schedules:** In the event of any inconsistency between this Agreement and any Schedule, the provisions of this Agreement shall prevail. The Agency's approved submission in support of a request for a discretionary contribution, if any, is incorporated by reference as part of this Agreement; however, in the event of conflict or ambiguity, the terms of this Agreement and its schedules shall take precedence

IN WITNESS WHEREOF the parties hereto have executed this Discretionary Contribution Agreement as of the date of the first signature below on behalf of the Province.

**In the presence of:**

**HER MAJESTY THE QUEEN** in the Right of the Province of New Brunswick as represented by the Minister of Social Development.

\_\_\_\_\_  
Signing Authority Signature

.....  
\_\_\_\_\_  
Signing Authority Printed Name

\_\_\_\_\_  
Witness Signature

.....  
\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
**(INSERT LEGAL NAME OF AGENCY)**

\_\_\_\_\_  
Signing Authority Signature

.....  
\_\_\_\_\_  
Signing Authority Printed Name

\_\_\_\_\_  
Witness Signature

.....  
\_\_\_\_\_  
Witness Printed Name

\_\_\_\_\_  
Date

**SCHEDULE A**  
**STATEMENT OF WORK**

*A statement of work is a description of how the discretionary contribution will be used by the organization.*

**SCHEDULE B**  
**CONTRIBUTION DISCRÉTIONNAIRE**

The organization will receive a discretionary contribution as follows:

*Indicate a schedule for when the contribution amount(s) will be sent to the organization.*

*Typical contribution transfer programs may include:*

- *Lump-sum transfer made at the beginning of the term of the agreement*
- *Semi-annual transfers generally spaced evenly over the term of the agreement*
- *Equal monthly transfers over the term of the agreement*

**SCHEDULE “C”**

**REPORTING**

All reports shall be submitted to:

*(Insert the name, address and email of the individual at SD who will receive the reports)*

The Agency shall provide the Province with the following Program reports:

**1) By-Laws:** The Agency shall provide the Province with a copy of its by-laws on a one-time basis and shall notify the Province of any changes to those documents annually, when applying for a new or continued discretionary contribution.

**2) Annual audited financial statements:**

- To be submitted 90 days after the fiscal year end.

**3) Social Development Record and Criminal Record Checks Summary: (Appendix 4)**

To be completed annually over the term of this Agreement. The record check summary shall be submitted no later than **60 calendar days** following the end of the current year of the service agreement.

**4) Incident Report Form (Appendix 5)**

To be completed and submitted when an Incident has occurred or is suspected to have occurred.

Incidents are to be reported immediately to the Province through the child's social worker.

- 5) Privacy Breach Notification (Appendix No.6)**
- 6) Oath of Confidentiality Appendix No. 7**
- 7) End of term, bi-annual or quarterly program reports:**

**INSERT REPORT REQUIREMENTS RELATED TO PROGRAM OUTCOMES**

*Sample Funding Agreement*

**\*NOTE: DoH example\***

**GRANT AGREEMENT**

**BETWEEN:**

**HER MAJESTY THE QUEEN,  
in Right of the Province of New Brunswick**  
as represented by the Minister of Health  
(referred to as "DOH")

-and-

**(Fill in Name of Recipient),**  
a non-profit corporation pursuant to the applicable laws, having its Registered Office at:  
**(Fill in Address of Recipient)**  
(referred to as "Recipient")

**GRANT AGREEMENT**

**GENERAL PROVISIONS**

**PART I - DEFINITIONS**

For purposes of this Agreement,

**Confidential Information** means any information in the possession of a party that is not generally available to others (whether disclosed orally or in writing, or gathered by observation) in all material forms and however stored or expressed.

**Intellectual Property** means all worldwide rights under contract, statute, or common law, whether or not perfected, and associated with patent, copyright, trade-mark, trade secrets, and any other rights analogous to them and any other proprietary rights relating to intangible or intellectual property now existing or later recognized under the laws of any jurisdiction.

**Program** means all those activities described in Schedule A.

**PART II - PERFORMANCE**

**A. ADMINISTRATION**

1. **Grant.** DOH awards to the Recipient a grant of \$(**Fill in the amount**), payable to the Recipient in accordance with Schedule B (the "Grant").



2. **Conditions.** This Agreement is subject to the availability of grant funds and appropriate approvals, and shall be subject to the executive orders and Acts of the New Brunswick Legislature, and policies of DOH.
3. **Use of Grant Funds.** Grant funds shall be used solely for the Program.
4. **Grant Accountability.** Grant funds shall be managed separately within the Recipient's accounting system which identifies the name of the Program. The funds shall be expended only as authorized under the terms of this Agreement.
5. **Conduct of Program.** The Recipient shall deliver the Program in a prompt, efficient, professional and ethical manner according to the terms of this Agreement and applicable law.
6. **Confidential Information.** Recipient will not disclose any Confidential Information it acquires from DOH in the course of this Agreement, except as required by law. This restriction does not apply to information that was already known to one party, is (or becomes) public knowledge, or is rightfully received from a third-party. For further certainty, Recipient will not use any Confidential Information obtained in the course of conducting the Program for a purpose other than that for which it was collected, unless it obtains the prior written permission of DOH. Recipient will promptly notify DOH if it becomes aware of any unauthorized use of Confidential Information and assist DOH in taking such steps as DOH considers necessary to prevent further unauthorized use.
7. **Privacy.** Each party will comply with the *Personal Health Information Privacy and Access Act* (S.N.B. 2009, c. P-7.05), *Right to Information and Protection of Privacy Act* (S.N.B. 2009, c. R-10.6), and the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5 and any other relevant privacy legislation.
8. **Conflict of Interest.** The Recipient warrants that at the date of this Agreement, no conflict of interest exists or is likely to arise in relation to execution of this Agreement or its subject matter. The Recipient undertakes to notify DOH, in writing, immediately upon becoming aware of the existence, or possibility, of a conflict of interest and agrees to comply with any reasonable directions of DOH to appropriately manage the conflict of interest, within the time frame stipulated by DOH in writing.
9. **Use of Program.** Program deliverables, as required, shall be available to the public as specified in Schedule A of this Agreement.
10. **Term.** The term of this Agreement shall commence on **(Fill in Start Date)** and shall terminate on **(Fill in End Date)**.
11. **Recovery.** Breach of any condition of this Agreement by the Recipient shall entitle DOH to recover all funds granted.
12. **Right to Information.** The Recipient acknowledges that DOH is subject to the *Right to Information and Protection of Privacy Act* S.N.B. 2009, c. R-10.6 and as such may be required to release Confidential Information accordingly.

## **B. SUB-CONTRACTS**

Recipient shall not subcontract any part of its obligations under this Agreement without the prior written consent of DOH, which shall not be unreasonably withheld. Consent under this section shall not relieve Recipient from any of its obligations under this Agreement or impose on DOH any liability to the subcontractor.

## **C. ON-SITE INSPECTIONS**

DOH reserves the right to review the progress of the Program and to conduct on-site inspections, as applicable and as needed, at any reasonable time to assure compliance with the terms of this Agreement.

#### **D. RESEARCH AND SURVEYS**

The Recipient is required to participate and contribute to requests for the provision of statistical and Program information for the purpose of research and surveys conducted by DOH or an authorized representative. No such request will require the breach of any duty of confidentiality owed by the Recipient to its clients or any third party.

#### **E. FUND SOURCE RECOGNITION**

At the request of DOH, the Recipient agrees to publicly acknowledge that DOH has assisted Program accomplishments (including, but not limited to, in all Public Statements about the Program, final documents, audio-visual recordings, photographs, plans, drawings, publications, advertisements and Program plaques). At a minimum, this acknowledgment shall include the following: "This Program was financed in part (or in full) by a grant from the New Brunswick Department of Health."

#### **F. PROGRAM COST VERIFICATION**

The Recipient agrees to submit Program expenditure documents to DOH for verification or audit purposes upon request.

#### **G. INTELLECTUAL PROPERTY**

The Recipient shall have ownership of intellectual property, products or publishable matter produced with grant assistance with the understanding that DOH reserves nonexclusive license to use and reproduce, without payment, such materials.

### **PART III - COMPLIANCE**

#### **A. LIABILITY AND INDEMNITY**

- 1. Liability of Recipient.** Recipient is liable to DOH for all damage caused to DOH, its employees or agents as the result of Recipient's negligence or wrongful actions, Recipient's associates, servants or agents in the course of performing its obligations under this Agreement.
- 2. Indemnity.** Recipient agrees to indemnify and save DOH harmless from all actions, claims, suits, demands, loss and damages resulting from the negligence or wrongful actions of Recipient, its associates, servants and agents in the course of performing Recipient's obligations under this Agreement.
- 3. Liability of DOH.** While DOH is liable to transfer the Grant to the Recipient for the Program on the terms of this Agreement, DOH is not liable to Recipient for any claims, damages, penalties, losses or any other costs Recipient incurs in performing the Program.
- 4. Limitation Period.** No action, regardless of form, arising out of this Agreement may be brought by Recipient more than twelve (12) months after the facts giving rise to the cause of action have occurred, regardless of whether those facts by that time are known to Recipient, or reasonably ought to have been discovered.

#### **B. RECORDS RETENTION AND AUDITS**

Complete financial records and all other documents pertinent to this Program under this Agreement shall be retained by the Recipient and made available to DOH, if requested, for review and/or audit purposes during the Term of the Program and for a period of five (5) years after Program closure.

### **C. CONTRACT CANCELLATION**

1. DOH may cancel this contract, without penalty or further obligation on 30 days' notice.
2. Every payment obligation of the DOH under this Agreement is conditional upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated or appropriated for the continuance of this Agreement, this Agreement may be terminated by DOH at the end of the period for which the funds are available. No liability shall accrue to DOH or the Province of New Brunswick in the event this provision is exercised, and the DOH shall not be obligated or liable for any future payments or for any damages resulting as a result of termination under this paragraph.

### **D. REMEDIES**

1. The DOH may temporarily suspend grant assistance under the Program pending required corrective action of a breach of this Agreement by the Recipient. DOH may require specific performance of the terms of this Agreement or take legal steps necessary to recover the funds granted if the Recipient fails to comply with the terms of this Agreement.
2. The Recipient may unilaterally terminate this Agreement at any time before the first payment on the Program. After the initial payment, this Agreement may be terminated, modified, or amended by the Recipient only by written mutual agreement of the parties.
3. DOH may terminate this Agreement in whole, or in part, at any time before the date of completion, whenever it is determined that the Recipient has failed to comply with the terms or conditions of the grant. The DOH will promptly notify the Recipient in writing of the determination and the reasons for the termination, including the effective date. All payments made to the Recipient shall be recoverable by the DOH under this Agreement terminated for cause.
4. DOH or Recipient may terminate this Agreement in whole, or in part, at any time before the date of completion, when both parties agree that the continuation of the Program would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The Recipient shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. DOH will allow full credit to the Recipient for the grant share of obligations properly incurred before the effective termination date and which cannot be canceled.
5. Termination either for cause or for convenience requires that the Program in question be brought to a state of public usefulness to the terms set forth by DOH; otherwise, all funds provided by DOH shall be returned to DOH.
6. The remedies expressed in this Agreement are not intended to limit the rights of DOH. This Agreement shall not in any way limit DOH's right to any right or remedy under law or equity that might otherwise be available to DOH.

### **E. PROGRAM REPORTING**

1. For the activities as listed in Schedule A of this Agreement, the Recipient agrees to provide the Minister with an annual report by (Fill in date) of each year, that includes detailed information on:
  - a. (Fill in information as applicable)
2. The Recipient must submit a final financial report showing:
  - a. (Fill in information as applicable)

#### IV. GENERAL

- A. Survival.** Any provision of this Agreement which by its nature should survive termination shall survive termination, expiry or repudiation of this Agreement.
- B. Notice.** Any notice required or permitted to be given under this Agreement must be in writing and may be served personally, sent by registered mail, by facsimile transmission or by electronic transmission. The address and facsimile number for each of DOH are:

To DOH at: Department of Health,  
P.O. Box 5100, 520 King St. (HSBC Place)  
Fredericton, NB, Canada, E3B 5G8  
Attn:

To Recipient at: **(Fill in name and address of Recipient's Contact information)**

or such address as such party may notify the other of in writing from time to time.

Notices given:

- (a) personally are served upon delivery;
  - (b) by registered mail are served three days after mailing; and
  - (c) by facsimile are served two hours after transmission;
  - (d) by electronic transmission are served on the day of transmission.
- C. Entire Agreement.** This Agreement is the entire agreement between Health and Recipient pertaining to its subject matter, and it supersedes all previous communication between the parties. There are no warranties, representations or agreements between the parties except as set out in this Agreement.
- D. Amendment.** No modification of this Agreement is valid unless set out in writing by the parties. This Agreement may be amended in writing by the parties of this Agreement upon written request of the Recipient and good cause shown, to adjust the Program period, Program costs, specific Program scope items, or other specified adjustments to this Agreement.
- E. Waiver.** A waiver must be made in writing and will not be considered a waiver of any other right. The failure or delay of a party in exercising a right shall not constitute a waiver. Any waiver does not prevent the party who has waived from insisting on compliance at a later date.
- F. Language.** The Parties have required that this Agreement and all documents relating thereto be drawn-up in English. Les parties ont demandé que cette convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.
- G. Extended Meanings.** This Agreement is to be read with all changes in gender, number or person and legal entity as the context may require.
- H. Joint and Several.** If more than one party executes this Agreement, the obligations of such parties hereunder shall be joint and several.
- I. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of New Brunswick and the laws of Canada.
- J. Invalidity of provision.** The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

- K. Severability.** The invalidity of any particular provision of this Agreement shall not affect any other provision of it, but this Agreement shall be interpreted as if the invalid provision had been omitted.
- L. Time.** For every provision of this Agreement, time is of the essence.
- M. Uncontrollable Events.** Neither party shall be held responsible for damages caused by delay or failure to perform its obligations under the terms of this Agreement when the delay or failure is due to fires, strikes, natural disasters, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot be reasonably foreseen or provided against. In the event of an Uncontrollable Event, the time for completing the delivery of that portion of the services which have been delayed shall be extended by a period equal to the delay so caused.
- N. Schedules.** Schedules A, and B, hereto form a part of this Agreement. In the event of any inconsistency between this Agreement and any Schedule, the provisions of this Agreement shall prevail. The Recipient's approved submission in support of a request for grant funds, if any, is incorporated by reference as part of this Agreement; however, the in the event of conflict or ambiguity, the terms of this Agreement and its Schedules shall take precedence.
- O. Arbitration.** Parties accept that any disagreement between parties that cannot be solved, are subjected to the arbitration of the single arbitrator, which will take place in accordance with the *Arbitration Act*, R.S.N.-B. 1992, c. In – 10.1. The decision of the arbitrator links parties, their heirs, their successors, their liquidators and their rightful claimants.
- P. Execution.** This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or portable document format (PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.
- Q. Language of Service.** The Recipient shall strive to ensure that Program is provided to New Brunswickers in the official language of their choice.

The Parties have executed this agreement on the date(s) opposite the signatures below.

**HER MAJESTY THE QUEEN**  
 in Right of the Province of New Brunswick  
 as represented by the delegate of the Minister of Health

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 NAME  
 Deputy Minister

**Fill in Name of Recipient**

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Authorized Signing Officer

**SCHEDULE "A"**  
**PROGRAM SPECIFICATIONS**

The Recipient shall provide services as follows:

**SCHEDULE "B"**  
**FUNDING**

**GRANT FUNDS.**

Awarded grant funds of **\$(Fill in the amount)** shall be transferred to the Recipient upon execution of this Agreement by both parties. This amount will be provided as a conditional grant, subject to the terms and conditions of this Agreement and will support the ongoing activities of the Recipient as outlined in Schedule A.

Expenditures should closely reflect the budgetary breakdowns as submitted by the Recipient. If it is expected that anticipated expenditures will deviate significantly from budgetary breakdowns as submitted by the Recipient, the Recipient agrees to advise DOH.

**Surplus.** During or at the end of this Agreement, DOH shall review the Program financial reports of the Recipient. If a financial review indicates a funding surplus, the Province reserves the discretion to have the surplus funding returned to the Province