

APPENDIX B
CONDITIONAL GRANT FUNDING AGREEMENT

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF ALBERTA AS
REPRESENTED BY THE MINISTER OF SENIORS

(the "Minister")

and

XXXXXX
(the "Recipient")

BACKGROUND

The Minister is empowered, pursuant to the *Seniors and Community Supports Grants Regulation*, A.R. 192/2005 (the "Grants Regulation"), as amended from time to time, to make grants to any person or organization in respect of any matter that is under the Minister's administration and to enter into agreements with respect to such grants.

The Recipient has applied for grant funding for the purpose of <project> and as detailed in Schedule A (the "Approved Purpose").

Having examined the Recipient's application, the Minister is prepared to provide financial assistance to the Recipient in the form of a grant, subject to the terms and conditions herein.

Therefore, in consideration of the terms and conditions set out in this Agreement, the Minister and the Recipient agree as follows:

EFFECTIVE DATE AND TERM

1. The term of this Grant Agreement is from December 1, 2012 up to and including October 31, 2013 ("Term"). This Agreement shall not exceed the Term, unless extended in writing by the Minister.

GRANT

2. The Minister shall pay to the Recipient a grant not exceeding the sum of <amount> (the "Grant") such funds to be used for the Approved Purpose, and subject to the conditions contained herein.

3. The Recipient is limited to receiving Grant funding for the Approved Purpose from the Minister in the amount set out in section 2.

GRANT USE AND REPAYMENT

4. The Recipient will apply the Grant including any accrued interest solely and entirely for the Approved Purpose and will use the Grant for no other purpose without the prior written consent of the Minister.
5. If the Recipient does not comply with any conditions of the Grant, including the condition referred to in section 5 or if any of the information provided by the Recipient to obtain the Grant is determined by the Minister to be false, misleading or inaccurate, the Minister may require the Recipient to repay all or part of the Grant.
6. Money that the Minister requires to be repaid under this Agreement constitutes a debt due to the Minister and is recoverable by the Minister in an action in debt against the Recipient of the Grant.
7. A certificate signed by the Minister stating that a Grant was made under this Agreement and that the Minister has required repayment of the money in accordance with this section is *prima facie* proof of the debt due by the Recipient of the grant to the Minister.
8. The Recipient acknowledges that he will be liable for the full amount of the Grant and he will be bound to the terms of this Agreement, notwithstanding the Recipient's payment of Grant funds to a third party and the subsequent use of any Grant funds by that third party.

REPORTING

9. The Recipient acknowledges that the entire Grants Regulation governs the making of this Grant, and the Recipient shall comply as required, with all of the provisions of that Grants Regulation.
10. The Recipient acknowledges that the Minister may require that the Recipient permit a representative of the Minister or the Auditor General, or both, to examine any books or records that the Minister or Auditor General considers necessary to determine whether the Grant or any portion of it was or is being used properly.
11. The Recipient must provide reporting in accordance with the requirements set out in Schedule A, in a form satisfactory to the Minister on the use of the Grant demonstrating to the satisfaction of the Minister that the Recipient utilized the Grant for the Approved Purpose.

HOLD HARMLESS

12. The Recipient agrees to indemnify and hold harmless the Minister from any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Recipient is legally responsible, including those arising out of negligence or willful acts by the Recipient or the Recipient's employees or agents. This hold harmless clause shall survive this Agreement.

INTELLECTUAL PROPERTY AND USE OF MATERIALS

13. Any intellectual property, including but not limited to, substances, processes, formulations, technical information, reports, photographs, drawings, plans, specifications, models, prototypes, inventions, patterns, samples, software designs, or know-how, whether or not protected by patent, copyright, industrial design or trade secret law and arising from the Approved Project, shall be owned by the Recipient.

ASSIGNMENT

14. The Minister has provided his/her consent to subcontract the work. It is recognized that various aspects of the expertise outside of the Recipient are necessary to complete the work identified in Schedule A to this Agreement.

CONFIDENTIALITY

15. Any data or information concerning the Minister or any department, board, agency, or commission under the Minister's administration, or of the Government of Alberta, other than data or information available as a matter of public record, which is obtained by the Recipient in performing the Approved Purpose shall be treated as confidential and not disclosed or made known to any other person without the written consent of the Minister. Notwithstanding completion or termination of this Agreement, this requirement shall continue in effect until waived by the Minister in writing.

FREEDOM OF INFORMATION AND PRIVACY ACT

16. The parties acknowledge the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25 (the "Act"), as amended from time to time, and shall abide by the requirements of the Act. Not limiting the generality of the foregoing, the parties specifically acknowledge that the terms of this Agreement, including the name of the Recipient, the consideration, term and details of the Approved Purpose, are subject to disclosure under the Act.

INSURANCE

17. The Recipient shall, at its own expense and without limiting its liabilities herein, insure its operations resulting from this Agreement under a contract of general liability insurance, in accordance with the *Alberta Insurance Act*, as amended, in an amount not less than \$2,000,000, inclusive per occurrence, insuring against bodily injury, personal injury and property damage, including the loss of use thereof.

BREACH OF AGREEMENT

19. Upon breach of any term of this Agreement, the Minister may demand that the Recipient repay all or a portion of the Grant. The Minister shall confirm such breach in writing to the Recipient. The amount of the Grant repayable to the Minister under this section will be in the Minister's discretion.
20. A waiver of any breach of a provision by the Minister shall not be binding upon the Recipient unless the waiver is in writing and the waiver shall not affect the Minister's rights with respect to any other or future breach by the Recipient.

OTHER OBLIGATIONS

21. The recipient shall acknowledge the Minister as a contributor to the Approved Purpose in all applicable communications, provided the Recipient will only use any official logo or trademark or other representation of the Minister with the prior consent of the Minister and will comply with any requirements of the minister regarding such communications.

GENERAL TERMS

22. This Agreement constitutes the entire agreement between the parties and no understandings, representations or agreements, oral or otherwise, exist between the parties with respect to the subject matter of this Agreement, except as expressly set out in this Agreement.
23. This Agreement will enure to the benefit of, and be binding upon, the Minister and his assigns and the Recipient and its successors and permitted assigns.
24. Any notices or reports that are to be delivered to the Minister may be delivered personally, by mail, by e-mail, or by fax as follows:

To the Minister of Seniors:

Address:

Fax:

E-mail:

To the Recipient:

Address:

Fax:

E-mail:

and, if mailed, shall be conclusively deemed to be received by the party on the third business day following the day of such mailing. Either party may change its address for service by notice in writing to the other given aforesaid.

25. This agreement may not be amended except in writing and with mutual consent of both parties.
26. Each party warrants that it has the authority to enter into this Agreement and that the Agreement does not contravene any law or regulation or agreement binding or affecting either party.
27. This Agreement shall be governed in accordance with the laws of Alberta, and the parties agree to the jurisdiction of the Courts of Alberta.

DATED at _____, Alberta this _____ day of _____, 2012.

HER MAJESTY THE QUEEN IN RIGHT
OF THE PROVINCE OF ALBERTA as
represented by the Minister of Seniors

XXXXX (recipient)

Deputy Minister of Alberta Seniors

Recipient name and title