

Community Work Response Grant Sample Agreement (DRAFT)

Date
Applicant Organization Name
Address phone

Agreement Number

Attention:

Based upon your application for funding under the Emerging Priorities stream of the Community Workforce Response Grant program (“**CWRG Program**”), we are pleased to inform you that we have approved your application and the Program Services and Eligible Program Delivery Costs set out in Schedule A – Grant Services (“**Schedule A**”). Please refer to Schedule B – Definitions and General Terms (“**Schedule B**”) for additional defined terms used in this “**Approval Letter**” (Schedule B governs in the event of any inconsistency).

After you have acknowledged acceptance of them, the following provisions of this Approval Letter, along with Schedule A and Schedule B, will form a Shared Cost Arrangement agreement (“**Agreement**”) between you and the Province. When the Agreement is in place, your primary obligations and the funding Claim process will be as follows:

1. You must arrange and pay for all Program Services delivered by Third Party Service Providers. , Other than applicable Participant Financial Supports, you are not entitled to provide any of the Program Services directly to Participants.
2. Subject to the terms of this Agreement, we will reimburse and/or pre-pay you for up to 100 percent of the Eligible Program Delivery Costs up to the amount(s) shown in Schedule A (“**Reimbursement**”).
3. Unless otherwise directed by us, you must use the Skills Training Grant System to electronically submit Claims and any Reports or other supporting documentation reasonably required by us. No Reimbursement will be made until we have received a complete Claim.
4. Reimbursement payments will normally be made within 30 days following our receipt of a Claim. Any costs or expenses that are not reimbursed by us will remain your responsibility.
5. Claims made for Eligible Program Delivery Costs are subject to audit and verification by us at any time. You must keep original Receipts, Invoices and any proof of expenditure records, along with records documenting the provision of Program Services, and make them available for review by us for a minimum period of seven years following the end of the Term. If any eligible expenses were pre-paid through a Reimbursement, copies of Receipts for all such expenses must be submitted to the Province within 30 days following the date that each such expense was incurred.
6. You are responsible for any costs or expenses, including Eligible Program Delivery Costs, that are:

- a) not identified in Schedule A;
 - b) over the maximum amount to be reimbursed by us under this Agreement
 - c) at any time deemed by us to be ineligible, due to Participant or Third Party Service Provider ineligibility; or
 - d) not supported by Receipts or other records in accordance with section 5 above.
7. Participants must:
- a) be at least 15 years old at the time of entry into the Program;
 - b) be Canadian citizens, permanent residents or protected persons entitled to work in Canada; and
 - c) meet any other eligibility requirements applicable to the particular CWRG Program funding stream under which the Program is being funded, as identified in the CWRG Program Requirements.
8. You are responsible for ensuring that Participants meet the above eligibility requirements before they enter the Program and that they submit Participant Information Forms using the Skills Training Grant System. If any Participants are found to be ineligible, the amount of the Reimbursement will be prorated accordingly and, in the event of pre-payment, the amount pre-paid for any ineligible Participants will become an Overpayment.
9. All or any part of any Reimbursement made to you, including administrative fees may later be deemed by us to be an Overpayment for any of the following reasons:
- a) the Program was not delivered in whole or in part in accordance with the Schedule A;
 - b) the Program is not completed by the end of the Term;
 - c) a Participant did not complete the program as outlined in the Schedule A;
 - d) a Participant did not achieve employment upon completion of the program;
 - f) your Claim included any items that were not Eligible Program Delivery Costs;
 - g) you fail to provide or ensure the provision of any Receipts or Report(s) that we require; or
 - h) you receive funding or any refund from any other person or entity, including another government or governmental body, that reimburses you for any of the Eligible Program Delivery Costs.
10. At the end of the Term, any outstanding Overpayments will become a debt owing to the Province and must be repaid by you within 14 days.
11. Within 30 days of the end of the entire Program, you must submit a Participant Completion Report.
12. For greater certainty, you will have the autonomy, flexibility and discretion to deliver the “In-Scope Services” set out in Schedule A in a manner that aligns with each Participant’s needs and, with respect to the funds identified in Schedule A for Employment Assistance Services and Participant Financial Supports, to allocate and expend those funds across these two Program Services areas in a manner that you believe will best support each Participant’s needs.
13. You must comply with all parts of this Agreement (including Schedule B), the CWRG Program Requirements and all applicable laws.

14. We reserve the right to contact Participants, Third Party Service Providers or any other person in order to substantiate Reimbursement requests, Program Services activities, records or other matters pertaining to your obligations under or your participation in the CWRG Program.

If the Terms of this Agreement are acceptable to you and you wish to proceed with the Program, you must first review and confirm that you have read and understand each part of the Agreement, including Schedule A and Schedule B. You must then agree to be bound by the Agreement by electronically accepting the Agreement using the “Accept Agreement” button on the Review and Accept Grant Agreement page. If we do not receive your acceptance of the Agreement by the date set out in Schedule A, this approval will expire.

If, after entering into the Agreement, you want to make a change to the Program (other than as set out in the following paragraph) including making a change to a Third Party Service Provider, you must use the Skills Training Grant System to submit a change request. The change request must be approved by us before the Program Services begin. Schedule A describes how to submit a change request.

Start and end dates for Skills Training Program may be modified in the Skills Training Grant System at any time without our prior approval as long as:

1. each of the components of the Program Services that has a start date identified in the “Delivery Plan” in Schedule A must begin within the Delivery Period, but not before the Term start date;
2. the applicable Skills Training Program or Employment Assistance Services end dates fall within the Term; and
3. no other material changes are made to the Program, the Program Services or any Third Party Service Provider.

If, before entering into the Agreement, you do not intend to proceed with the Program, you may reject this Agreement by clicking “Cancel” below and then “Reject Agreement”.

Thank you for your participation in the CWRG Program. The Government of British Columbia introduced the CWRG Program to assist communities, sectors and industries to respond to emerging, urgent labour market needs, providing skills and supports to unemployed and precariously employed British Columbians and connecting them to good-paying jobs in their communities.

We are interested in your feedback and would appreciate learning from your experience with the CWRG Program. Please contact us with any questions or concerns using the **Contact Us** link below.

Sincerely,

Director
Community Workforce Response Grant program

I am authorized to act and to enter into this Agreement on behalf of the Applicant. On the Applicant's behalf, I do hereby accept and agree to all of the terms and conditions of this Agreement, including this Approval Letter and associated Schedule A and Schedule B.

Schedule B - Definitions and General Terms

Read this part of the Agreement and then confirm at the bottom of the page that you have read and understand it.

1 Definitions

In this Agreement (including the Approval Letter), in addition to terms defined in the Approval Letter:

- **“Administration Fees”** means the costs associated with project management, outreach and recruitment of participants, claims and reporting;
- **“Applicant”, “you” or “your”** means the organization that applied for a grant under the CWRG Program and to whom the Approval Letter has been addressed;
- **“Claim”** means the submission of any Receipts or Invoices in order to claim a Reimbursement;
- **“CWRG Program Requirements”** means the general principles, intent, policy, criteria, requirements and Participant and Applicant obligations relating to the CWRG Program, as may be amended by the Province in its sole discretion from time to time, which can be viewed at ‘About Community Workforce Response Grant’ or such other location as we may specify from time to time;
- **“Eligible Program Delivery Costs”** means those costs associated with providing Program Services that are eligible for Reimbursement in strict accordance with the CWRG Program Requirements and this Agreement, up to the maximum amount set out for each Participant, and in aggregate, in Schedule A and, for Reimbursement purposes, include the Administration fee that may be earned by the Applicant up to the maximum amount set out in Schedule A;
- **“Employment Assistance Services”** (if included in Schedule A) means the component of Program Services provided to Participants during their participation in the Program which are intended to enable labour market participation and increase employability, such as assessments, training plan development, job readiness skills development (including resume writing and interview skills), mentoring, coaching and indigenous cultural supports, in accordance with the CWRG Program Requirements and as set out in more detail in Schedule A;
- **“Fiscal Year”** means the period beginning on April 1 and ending on March 31 of the following calendar year;
- **“Invoice”** means the document(s) related to a request for pre-payment of any Eligible Program Delivery Costs;
- **“Overpayment”** means any and all amounts provided by the Province to the Applicant that are not expended during the Term on Eligible Program Delivery Costs;

- **“Participant”** means each individual that the Applicant has enrolled in the Program and that is receiving, or has received, Program Services;
- **“Participant Completion Report”** means the final report, as required by the Province upon the earlier of the completion of the entire Program or the end of the Term, providing details regarding Program completion and the achievement of Outcomes for all Participants, in a form to be provided by the Province;
- **“Participant Information Forms”** means Participant personal information forms that are to be submitted directly by all Participants via the Skills Training Grant System;
- **“Participant Financial Supports”** (if included in Schedule A) means the financial supports component of the Program Services provided to Participants during their participation in the Program that are intended to remove barriers to their success in the Program, such as costs for childcare, transportation, personal protective gear, required uniforms, travel, accommodation and disability supports, in accordance with the CWRG Program Requirements and as set out in more detail in Schedule A;
- **“Parties”** means, collectively, the Applicant and the Province;
- **“Party”** means either the Applicant or the Province, as the context requires;
- **“Program”** means the entire project proposed by the Applicant and approved by the Province pursuant to the Approval Letter, for the provision of the Program Services to Participants in accordance with this Agreement;
- **“Program Services”** means all of the Employment Assistance Services, Participant Financial Supports and Training to be provided to Participants under the Program, as set out in Schedule A;
- **“Province”, “we”, “us” or “our”** means Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Advanced Education, Skills and Training;
- **“Receipt”** means the document(s) that are related to and that verify a request for Reimbursement of any Employment Assistance Services and/or Participant Financial Supports expenses already incurred by the Applicant;
- **“Reports”** means, collectively, any and all reports or other information as may at any time be required under the CWRG Program Requirements or this Agreement, which are to be provided to the Province by the Applicant or by any Participant;
- **“Skills Training Grant System”** means the web-based CWRG Grant application system through which applications, change requests, Claims and Reports are to be submitted;
- **“Skills Training Program”** means the mandatory training component of the Program Services, which must be 52 weeks or less in duration and delivered by a Third Party Service Provider to Participants during their participation in the Program, that is intended to provide Participants with skills that are necessary to be successful in a job, such as occupational, essential or soft skills, whether provided in a classroom setting and/or online, in accordance with the CWRG Program Requirements and as set out in more detail in Schedule A;
- **“Successful Outcome”** means
- **“Term”** means the period that begins upon the Applicant’s acceptance of the Agreement in accordance with the terms of the Approval Letter and, unless otherwise agreed in

writing or this Agreement is terminated earlier in accordance with its terms, ends on the end date set out in Schedule A;

- **“Third Party Service Provider”** means any third party service provider that is eligible, in accordance with the CWRG Program Requirements, and at arms’ length from the Applicant and is chosen by the Applicant and listed in Schedule A or, in the case of any Participant Financial Supports, is chosen by the Participant, to provide any Program Services; and
- **“Training”** means a Participant’s participation in, and receipt of services under, the Skills Training Program.

2 Applicant Obligations

In addition to your other obligations set out elsewhere in this Agreement, including the Approval Letter, you must:

- a) only submit an Invoice to request Reimbursement for Eligible Program Delivery Costs that have been incurred by you, plus any applicable Administration Fees;
- b) upon our request, promptly inform us regarding Participants’ Training and employment status and provide any additional information we may reasonably require;
- c) prior to making any public announcements with respect to your participation in the CWRG Program, obtain (by email request to CWRG@gov.bc.ca or such other address as we may specify from time to time) and comply with the most current “Marketing, Publicity and Communications Guidelines” and any other directions regarding such announcements and your acknowledgment of funding received from the Province and the Government of Canada for the Program;
- d) ensure that all Reports required by us are or have been submitted;
- e) immediately provide us with full and complete details regarding any Program funding that you receive or anticipate receiving from any other person or entity, including another government or governmental body; and
- f) without limiting the record keeping requirements contained in the Approval Letter, establish and maintain complete and accurate accounting and administrative records with respect to the Participants (including their contact information), the Program, the Program Services, Third Party Service Providers (including their contact information), all Eligible Program Delivery Costs, Claims and any Overpayments, including any original receipts and other supporting documentation, in form and content satisfactory to us, and you must keep and make those records available to us upon request for a period of at least seven years following the end of the Term.

3 Holdback and Set-Off

We may temporarily withhold or set-off from any payment to you the amount of any Overpayment.

4 Relationship and Conflict of Interest

- a) You are an independent contractor and no partnership, joint venture, agency or other legal entity, relationship or structure will be created or deemed to be created by this Agreement or any actions of the Parties under this Agreement.
- b) You must not in any way commit or purport to commit the Province to the payment of money to any person or entity.
- c) During the Term, you must not perform a service for, or provide advice to, any person or entity where the performance of such service or the provision of the advice may, in our reasonable opinion, give rise to a conflict of interest. You must also not, without our consent, permit a Third Party Service Provider to deliver any Program Services where that delivery of Program Services may give rise to an actual or a perceived conflict of interest.

5 Assignment and Subcontracting

- a) You will not, without our prior written consent, either directly or indirectly assign this Agreement or any of your rights or obligations under this Agreement.
- b) Unless approved by the Province in advance in writing, only those Third Party Service Providers set out in Schedule A will be entitled to provide the Training Program Services and Employment Assistance Services in accordance with Schedule A.
- c) Subject to your reasonable oversight, discretion and direction, Participants may choose any Third Party Service Provider to provide Participant Financial Supports services, provided that such Third Party Service Provider is eligible in accordance with the CWRG Program Requirements.
- d) No Third Party Service Provider contract entered into by you or any Participant will relieve you from any of your obligations under this Agreement or impose upon the Province any obligation or liability to such Third Party Service Provider, or any other third party including any Participant, under or in any way associated with any such contract.
- e) This Agreement will be binding upon and enure to the benefit of the Province and its assigns and you and your successors and permitted assigns.

6 Representations and Warranties

You represent and warrant that:

- a) you have the legal capacity to enter into and to fulfil your obligations under this Agreement;
- b) you have no knowledge of any fact that materially adversely affects, or so far as you can foresee, might materially adversely affect, your properties, assets, condition (financial or otherwise), business or operations or your ability to fulfil your obligations under this Agreement;
- c) all information, statements, documents and Reports at any time provided by you in connection with this Agreement are, will be and will remain, true and correct; and
- d) you are not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia that is relevant to the CWRG Program or the subject matter of this Agreement.

7 Default and Termination

- a) If you fail to comply with any provision of this Agreement, or if any representation or warranty made by you is or becomes untrue or incorrect, or if, in our opinion, you cease to operate or if a change occurs with respect to any one or more of your properties, assets, condition (financial or otherwise), business or operations which, in our opinion, materially adversely affects your ability to fulfil your obligations under this Agreement (each a “**Default**”), then we may do any one or more of the following:
 - (i) waive the Default;
 - (ii) require you to remedy the Default within a time period specified by us;
 - (iii) suspend any Reimbursement of Eligible Program Delivery Costs or any other amount that is due to you while the Default continues;
 - (iv) terminate this Agreement, in which case the payment of the amount required under subsection 7 d) below will discharge us of all liability to you under this Agreement; or
 - (v) pursue any other remedy available to us at law or in equity.
- b) Either Party may terminate this Agreement by giving the other Party at least 30 days’ written Notice.
- c) We may also terminate this Agreement, with immediate effect, if we determine that any action or inaction by you places the health or safety of any person at immediate risk.
- d) In the event that this Agreement is terminated by either Party, we will pay the Eligible Program Delivery Costs in respect of any component of the Program completed on or before the effective date of termination, plus any earned Administration Fees but less any outstanding Overpayment, which will discharge us of all liability to you under this Agreement.

8 Indemnity

You will indemnify and save harmless the Province, its employees, agents and contractors, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that it or they may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you or by any of your agents, employees, officers, directors or sub-contractors (including any Third Party Service Providers) pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

9 Notice and Delivery

- a) In order to be effective, any legal notice required by this Agreement (“**Notice**”) must be in writing and delivered as follows:

- (i) to you, at your address shown in the Approval Letter, by
 - 1. hand delivery (including by courier), in which case it will be deemed to be received on the day of its delivery, or
 - 2. prepaid mail, in which case it will be deemed to be received on the fifth business day after its mailing; or

(ii) to us by:

- 1. email to the following email address: cwrg@gov.bc.ca,
- 2. hand delivery (including courier), in which case it will be deemed to be received on the day of its delivery, to:

_____, or

- 3. prepaid mail, in which case it will be deemed to be received on the fifth business day after its mailing, to:

PO Box 9189, Stn Prov Govt, Victoria, BC, V8W 9E6

- b) Either Party may, from time to time, notify the other Party in writing of a change of address for delivery and, following the receipt of such Notice in accordance with subsection 9 a), the new address will, for the purposes of this section 9, be deemed the delivery address of the Party giving Notice.

10 Miscellaneous Terms

- a) The Schedules to this Agreement and the CWRG Program Requirements are an integral part of this Agreement as if included in the body of this Agreement.
- b) This Agreement together with any documents or other information referred to in it, including the Approval Letter and the CWRG Program Requirements, constitute the entire agreement between the Parties with respect to the subject matter of this Agreement, with a descending order of precedence in the event of a conflict or inconsistency as follows: Schedule B, Schedule A, Approval Letter, CWRG Program Requirements.
- c) In this Agreement, unless the context requires otherwise, words using the singular form include the plural form and *vice versa*.
- d) The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- e) No amendment to or modification of this Agreement will be effective unless it is in writing and signed by both Parties.
- f) Nothing in this Agreement operates as a consent, permit, approval or authorization by any Ministry or Branch of the Government of the Province of British Columbia for

anything that, by statute, you are required to obtain, unless this Agreement expressly indicates otherwise.

- g) No term or condition of this Agreement and no breach of any such term or condition by you will be deemed to have been waived unless such waiver is in writing and signed by both Parties.
- h) Our written waiver of any breach by you of a term or condition of this Agreement will not be deemed a waiver of any other provision of this Agreement or of any prior or subsequent breach.
- i) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- j) The courts of the Province of British Columbia, sitting in Victoria, will have the exclusive jurisdiction to hear any disputes arising from or in any way related to this Agreement or the relationship of the Parties.
- k) If any provision of this Agreement or its application to any person or circumstance is found by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to any other person or circumstance will not be affected or impaired and will be enforceable to the extent permitted by law.
- l) The provisions of the Approval Letter and sections 2, 5 d), 5 e), 7 d) and 8 of this Schedule B and any other provision(s) or section(s) of this Agreement (including this Schedule B) or the CWRG Program Requirements, which, by their terms or nature, are intended to survive the completion or termination of this Agreement or are necessary for the interpretation or enforcement of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.