



CONTRIBUTION AGREEMENT

AGREEMENT NUMBER: S211600015
ORIGINAL

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, as represented by the Minister of Immigration, Refugees and Citizenship, hereinafter referred to as the "Department".

495 Prospect Street
Fredericton, NB, E3B 9M4
Canada

AND: City of Saint John, hereinafter referred to as the "Recipient".
15 Market Square
Saint John, NB, E2L 4L1
Canada

Whereas the Recipient wishes to provide services and/or activities to Eligible Clients under the Settlement Program and has applied to the Department for funding under the said Program; and the Department wishes to provide a Contribution to the Recipient to assist it in carrying out such services and/or activities; the Department and the Recipient undertake and agree as follows:

1.0 AGREEMENT

1.1 This Agreement, including the attached schedules, any written instructions issued pursuant to its provisions, and any subsequent amendments thereto, constitute the entire Agreement between the Department and the Recipient, and supersedes all previous documents, negotiations, understandings and undertakings related to its subject matter.

- The Contribution Agreement
- Schedule 1, entitled *Statement of Planned Activities and Intended Results*
- Schedule 2, entitled *Description of Eligible Costs*
- Schedule 3, entitled *Terms of Payments and Financial Reporting*
- Schedule 4, entitled *Supplementary Terms and Conditions*

2.0 INTERPRETATION

In this Agreement, unless otherwise defined herein:

- 2.1 "Contribution" means a conditional transfer payment for a specified purpose pursuant to an Agreement that is subject to being accounted for and audited.
- 2.2 "Project" means the services and/or activities described in Schedule 1 which are directly delivered to Eligible Clients or which contribute indirectly to the resettlement, settlement and integration of Eligible Clients.
- 2.3 "Eligible Costs" means the costs described in Schedule 2 required by the Recipient to deliver the Project which are:
- A) incurred and paid by the Recipient in relation to the Project during the Funding Period or during the fiscal year in the case of multi-year funding; or
 - B) incurred by the Recipient in relation to the goods and services purchased during the last two (2) months of the Funding Period and paid within 60 days of the conclusion of the Funding Period, and whose validity has been substantiated to the satisfaction of the Department by means of Supporting Documentation as described in clause 2.12;

Restrictions

- i) Costs associated with validating credentials of Eligible Clients are not eligible.
 - ii) Profit is neither a "cost" nor an "expense" and therefore may not be included as an Eligible Cost.
- C) deemed to have been incurred based on a funding formula.
- 2.4 "Capital Costs" means costs that the Recipient expects to incur and pay for capital assets purchased and/or leased (with the option to buy and where there is reasonable assurance that the lessee will obtain ownership at the end of the lease term), in whole or in part, and costing is in excess of \$1000.



Capital assets must be recorded taking into account the quantity of items purchased and according to the "whole asset" approach which considers an asset to be an assembly of connected parts and where costs of all parts would be capitalized and amortized as one asset.

2.5 "Eligible Client" means:

A) For the Settlement Program:

- i) Permanent Residents of Canada.
- ii) Protected persons as defined in section 95 of the *Immigration and Refugee Protection Act* (IRPA).
- iii) Individuals who have been selected, inside or outside Canada, to become permanent residents (pending verifications) **and** who have been informed, by a letter from the Department.
- iv) Convention refugees and protected persons outside Canada who have been selected for resettlement in Canada by the Department.
- v) Live-in Caregivers: Temporary foreign workers who hold or received approval of a work permit under section 112 or received initial approval for permanent residence under section 113 of the *Immigration and Refugee Protection Regulations* (IRPR) are eligible for all settlement services with the exception of language training.

Notes

- vi) "Individuals selected" described in A) iii) above means individuals who have received a positive eligibility decision on their application for permanent residence.
- vii) Eligible persons include both the principal applicant and eligible dependants (spouse and children).

Restrictions

- viii) To access language training, persons must be of legal school-leaving age within their applicable province or territory.
- ix) Canadian citizens and non-permanent residents are **not** eligible persons. However, the Settlement Program provides opportunities for citizens and other residents of Canada to participate in settlement services to clients as volunteers.

B) For the Resettlement Assistance Program (RAP), the following individuals and their accompanying dependents, as defined in the RAP Terms and Conditions:

- i) Government Assisted Refugees (GAR), including those sponsored under the Joint Assistance Sponsorship (JAS) Program.
- ii) Privately Sponsored Refugees (PSR), including Blended Visa Office-Referred (BVOR) clients, primarily for Port of Entry services.
- iii) Other groups admitted under a public policy established by the Minister and deemed eligible for the RAP.
- iv) Eligible resettled refugees arriving on temporary resident permit.
- v) One-Year Window (OYW) arrivals.
- vi) Other groups admitted as members of any current or future humanitarian-protected person abroad class.

Restrictions

- vii) RAP clients must reside, during the eligible period, in a province where the federal government administers RAP in order to remain eligible for assistance.

2.6 "Care for Newcomer Children" means unlicensed childcare that is provided to the children of Eligible Clients while they attend short term and/or long term services under the RAP or the Settlement Program.

2.7 For RAP, "Temporary Accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible clients following their arrival in Canada.

2.8 "Funding Period" means the period specified in Schedule 2 in the section entitled *Duration of Activity / Funding Period*.

2.9 "Term of the Agreement" means the period during which this Agreement shall be effective, which period commences on the date the Agreement is signed by both parties and terminates one (1) year after the



end of the Funding Period.

- 2.10 "Compliance Audit" means an independent assessment done by an accredited auditor in accordance with section 5815 of the *Chartered Professional Accountants Canada Handbook*, to provide assurance of a Recipient's compliance with the Agreement. Audited financial statements do not constitute a compliance audit.
- 2.11 "Fiscal Year" means the period commencing on April 1st in one calendar year and ending on March 31st in the next calendar year.
- 2.12 "Supporting Documentation" means but is not limited to original vouchers, invoices, statements of account, receipts, contracts, lease agreements, and timesheets or other data supporting the Recipient's actual costs incurred. The term also includes cancelled cheques, bank drafts and other forms of data supporting costs incurred.

3.0 CONTRIBUTION

3.1 In order to assist the Recipient in delivering the Project, and subject to the terms of the Agreement, the Department will make a Contribution to the Recipient in respect of the Eligible Costs of the Project of an amount not exceeding the lesser of:

- A) 100% of the Eligible Costs; or
- B) the Total Maximum Contribution specified in Schedule 2.

3.2 Costs are Eligible Costs for the purposes of this Agreement only if they are, in the opinion of the Department:

- A) directly related to and necessary for the delivery of the Project;
- B) reasonable; and
- C) allowable expenditures.

3.3

- A) The Recipient will notify the Department in writing with respect to all proposed adjustments to the Agreement. Depending upon the extent and significance of the adjustments, prior written approval by the Department or an amendment to the Agreement may be required.
- B) The Recipient may reallocate Eligible Costs from the Capital Cost category to the Program Delivery category, without prior written approval, when the sum of all transfers is less than 5% of the Capital Cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- C) The Recipient may reallocate Eligible Costs between existing line items within the same cost category, without prior written approval, when the sum of all transfers is less than 5% of the cost category's original fiscal year budget, to a maximum of \$50,000. The Recipient will notify the Department in writing following such a reallocation.
- D) In addition to any decision made by the Department under 3.3 A), amendments to the Agreement will be required for:
 - i) increases to the Total Maximum Contribution identified in Schedule 2;
 - ii) the inclusion of new line items or cost categories;
 - iii) increases in fiscal year allocations;
 - iv) changes to the Funding Period; and
 - v) changes related to the scope of the Project outlined in Schedule 1.
- E) With respect to Temporary Accommodation under the RAP, food and incidentals per person rates as set out in Schedule 2 cannot be changed without prior written approval of the Department.
- F) With respect to prior written approval described in subclauses 3.3 A), B), C) and E), the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the relevant details indicated in the Agreement schedules.

3.4 In cases where the Recipient receives more funding than anticipated from any or all sources for the activities specified in the Agreement under clause 5.1, repayment of the pro rata share of the Contribution from the Department will be required.

3.5 Notwithstanding any other provision of this Agreement:

- A) No Contribution is payable by the Department in respect to any portion of the cost of any Eligible Costs for which the Recipient receives a rebate or reimbursement, except in the case of property



tax rebate where the procedure is as follows:

- i) Recipients that receive a property tax rebate from a municipality must notify the Department in writing.
 - ii) Recipients can retain the Department's share of the rebate on condition that they provide a description of how the funds will be used to support activities described in Schedule 1.
 - iii) Should a Recipient wish to use the rebate for other programming, approval must first be obtained by the Department.
 - iv) Recipients must retain records substantiating that the rebate has been reinvested to support activities described in Schedule 1.
- B) Only the portion of the provincial and/or federal tax (GST/HST) which is not refundable by the Canada Revenue Agency as an input tax credit or as a rebate can be claimed as an Eligible Cost.
- C) Any interest or any other income earned on advances of the Contribution shall be accounted for by the Recipient and considered part of the Contribution, be included in the calculation of claims, and may result in a repayment.

3.6 Notwithstanding clause 3.1:

- A) No Contribution shall be paid for costs incurred with respect to a member of staff who is a member of the immediate family of an employee of the Recipient, or, if the Recipient is a corporation or an unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or the unincorporated association, unless the Department is satisfied that the hiring of the staff was not the result of favoritism by reason of the staff's membership in the immediate family of the Recipient or officer or director of the Recipient, as the case may be.
- B) For the purposes of this section, "immediate family" means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse, common-law partner, child (including child of common-law partner), stepchild, ward, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law or relative permanently residing with an employee of the Recipient, or officer or director of the Recipient, as the case may be.

4.0 CONDITIONS GOVERNING PAYMENT OF THE CONTRIBUTION

- 4.1 Subject to clauses 4.5 and 4.6 and an appropriation by Parliament of required funds, the Department will make payments of the Contribution by reimbursement, upon receipt from the Recipient of claims for Eligible Costs as identified in clause 2.3.
- 4.2 Any payment by the Department under this Agreement is subject to there being an appropriation for the fiscal year in which the payment is to be made and to there being funds available. Should the Department's funds be reduced by Parliament, the Department may reduce or cancel the Contribution.
- 4.3 Claims for reimbursement of Eligible Costs are to include Supporting Documentation, if requested by the Department, as described in clauses 6.6 and 6.7 and in Schedule 3 of this Agreement.
- 4.4 Claims from the Recipient for the Project should be submitted according to the reporting frequency specified in Schedule 3.
- 4.5 The Department may make advance payments of a Contribution in approved cases, where the Recipient has requested such payments and the request aligns with conditions specified in Schedule 3.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the Funding Period.
- 4.7 Any overpayments, unexpended balances, amounts disallowed on audit, amounts received by the Recipient from other sources that are in excess of total anticipated amounts under clause 5.1, and any refunds, rebates, and discounts that have been billed to the Department as part of actual costs, or other amounts owing to the Department by the Recipient shall be recognized as debts due to the Crown, and repaid within 30 days of receipt of notice to do so by the Department, after which time, the *Interest and Administrative Charges Regulations* will apply.
- 4.8 The Recipient declares and guarantees that at the time of signing the Agreement, it does not have an amount owing to the Crown. Should this change during the implementation of the Project, the Recipient shall promptly inform the Department by submitting a true and accurate list of all amounts owing. Amounts due to the Recipient under this Agreement may be set off against amounts owing to the Crown under legislation or previous agreements.
- 4.9 Where the Department determines that a change in reporting frequency identified in Schedules 3 and 4, or holdback amount identified in Schedule 3 is warranted, it will notify the Recipient in writing and provide details of any changes. The written communication between the Department and the Recipient



shall constitute part of the Agreement and supersede the reporting frequency or holdback amount indicated in Schedule 3 of the Agreement.

- 4.10 The Department reserves the right not to process or pay Contribution funds in relation to claims for Eligible Costs submitted more than 60 days after the end of the Funding Period.

5.0 RECIPIENT'S OBLIGATIONS

The Recipient also agrees to abide by the following obligations during the entire Funding Period and where relevant, during the entire Term of the Agreement:

- 5.1 To submit to the Department, prior to the start of the Agreement, a disclosure of all confirmed or potential sources of funding or in-kind contributions for program activities and/or Eligible Costs related to the Agreement. The Recipient shall notify the Department of any changes in funding from other sources for activities related to the Agreement set out in Schedule 1, and shall do so within 30 days of their occurrence. The Recipient shall submit any changes in the funding level through an updated Forecast of Cash Flow, or as otherwise specified in Schedule 3.
- 5.2 To keep all records and provide all services and/or activities during the Funding Period in a sustained, diligent, efficient and cost-effective manner, using qualified personnel.
- 5.3 To ensure that all personnel designated by the Recipient to deliver the Project described in Schedule 1 of this Agreement are authorized to work in Canada, familiar with the community they serve, and sufficiently familiar with Canadian sociocultural, economic and institutional realities to achieve the objectives identified in Schedule 1.
- 5.4 To adhere to the following Official Language requirements:
- A) To inform Eligible Clients of services available in the client's official language through other organizations.
 - B) To organize activities, projects, and programs to forge ties between Canada's two official language communities.
 - C) To annually consult with francophone minority communities about settlement and resettlement programming as determined appropriate by the Department.
 - D) To offer services in both official languages based on an assessment of needs by the Department; this will include:
 - i) making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication; and
 - ii) provision of equal quality services for the public in both official languages, and for individuals in the language of their choice.
 - E) Identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services and/or activities to the participants/beneficiaries in English and in French as the case may require.
 - F) The Department has deemed that the requirements under this section are not applicable.
- 5.5 To deliver the Project in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to beginning the Project, obtain required permits, licences, consents, authorizations and insurance coverage, including directors' liability insurance and replacement insurance for capital assets, as may be required.
- 5.6 Recipients shall ensure that clients receive services in a safe, secure and respectful environment, and that their staff have the tools and training to ensure that this occurs. The Recipient must have in place, or will have in place within six (6) months of the Agreement start date, and shall maintain in place for the entire Funding Period of the Agreement, a code of conduct to prevent, investigate and respond, as required, to misconduct and wrongdoing.
- 5.7 To ensure that all members of the Board of Directors:
- A) are chosen in conformity with applicable federal and provincial legislation governing corporations or unincorporated associations;
 - B) are fully informed about the management and operations of the Recipient; and
 - C) are familiar with the principles of board governance.
- 5.8 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department.
- 5.9 In the case of an Agreement that includes the provision of funds for Care for Newcomer Children



services or licensed daycare services, the following requirements must be met:

- A) The Recipient must ensure all provisions of the national Care for Newcomer Children Requirements, and, where applicable, the provincial or territorial legislation(s) for licensed daycare are met, where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive services under the RAP or the Settlement Program.
- B) The Recipient must ensure that any contracted third party is licensed by the province or territory, where dependent children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive services under the RAP or the Settlement Program.

- 5.10 The Recipient shall notify the Department in writing within 14 days of any staff changes that relate to the management of this Agreement, as well as of any changes in the membership of the Board of Directors.
- 5.11 The Recipient shall notify the Department in writing of any changes to organizational policies which impact this Agreement. Should any changes to such policies occur during the course of the Agreement, the Recipient shall provide the Department with a copy of the amended policy within 14 days of the change.
- 5.12 Where special training needs of clients with disabilities have been identified, the Recipient shall submit to the Department for consideration a rationale and a budget for the cost of such enhancements.

6.0 MONITORING AND REPORTING REQUIREMENTS

In order to fulfill the Department's management and accountability requirements, the Recipient further agrees to abide by the following obligations:

- 6.1 During the entire Funding Period, the Recipient will:
 - A) ensure that authorized representatives of the Department are permitted reasonable access to all premises where the Project is being delivered under this Agreement, or which provide support for this Project, in order to monitor all aspects of the Recipient's compliance with its obligations under this Agreement, including the delivery of services in both official languages where applicable; and
 - B) keep and maintain a secure data collection system containing protected information, as required by the Department, about each Eligible Client to whom services are provided.
- 6.2 During the entire Term of the Agreement, the Recipient will:
 - A) keep and maintain proper books and records in accordance with generally accepted accounting principles and business practices, of all assets and liabilities held, all revenues from all sources, and all expenses incurred and paid out in connection with this Agreement; and
 - B) retain all Supporting Documentation relating to the financial books and records.
- 6.3 During the entire Term of the Agreement and for each reporting period identified in Schedules 3 and 4, the Recipient shall submit claims for Eligible Costs with Supporting Documentation if requested by the Department, and complete statistical and narrative reporting against progress towards and achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency.
- 6.4 The Recipient shall complete an annual project performance reporting exercise by submitting an annual report. Recipients delivering direct services under the Settlement Program must submit an annual report using the template provided by the Department. Annual reports must be submitted to the Department at the end of the Agreement for single-year agreements (or less), or at the end of each fiscal year for multi-year agreements.
- 6.5 During the entire Term of the Agreement, and for seven (7) years afterwards, the Recipient agrees to:
 - A) make such information as described in clauses 6.1, 6.2, 6.3 and 6.4, regardless of format, available for inspection, audit and monitoring by representatives of the Department, who may make copies thereof and take extracts therefrom, ensuring that all protected information is protected as per departmental policies;
 - B) make available facilities for any such inspection, audit and monitoring by representatives of the Department;
 - C) show evidence of a documented disposition procedure and provide any other information that may be required with respect to the books and records described in clauses 6.1, 6.2, 6.3 and 6.4;
 - D) send copies of any information to the Department, which has been collected on its behalf, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the Project; and
 - E) safeguard appropriately for its level of classification or designation, collected protected information



as described in subclause 6.1 B). Protected information must be retained only for as long as the client continues to receive services, after which all copies of the record must be immediately destroyed. The manner of destruction must be appropriate to the level of classification or designation and the storage media in which it has been retained. If the Recipient is required to maintain the record for uses outside of the Agreement, all identifying information specific to the Department must be removed.

- 6.6 During the entire Term of the Agreement, and for greater certainty further to subclause 6.1 B), the Recipient shall comply with instructions by the Department relating to performance measurement, research, evaluation, monitoring and policy analysis of the program under which it is receiving funding.

The Recipient also agrees:

- A) to use the system(s) provided by the Department and maintain a comprehensive security awareness training program available to all staff; or
- B) that additional requirements under this section as identified by the Department, are not applicable.

- 6.7 The Recipient shall submit to the Department, within 60 days of the end of the Funding Period or as otherwise specified in Schedule 3 or 4:

- A) a final claim for Eligible Costs with Supporting Documentation if requested by the Department;
B) a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind contributions, for the Project; and
C) a Final Progress Report as detailed in Schedule 4.

- 6.8 Recipients shall be subject to monitoring by the Department, as set out in clauses 6.1 to 6.7, in relation to their planned objectives and deliverables. The Department will assess whether satisfactory outcomes have been achieved; whether demand for a particular service still exists; and whether administrative documents, reports, financial records and statements, and any other required documentation, are in order.

- 6.9 The Department may request a Compliance Audit of the Project to ensure compliance with the terms of the Agreement. The scope and timing of such an audit will be determined by the Department.

7.0 PRIVACY AND SECURITY OBLIGATIONS

- 7.1 Personal information collected or maintained by the Recipient within Canada is subject to the provisions of the applicable federal, provincial or territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act* (PIPEDA).

Recipients delivering a Project overseas will:

- A) comply with the current national or domestic laws of the countries where services are being provided, including any laws that may be enacted after the beginning of the Agreement; and
B) acknowledge that nothing in the applicable laws derogates from, prevents compliance with or conflicts with the requirements of this Agreement. The Recipient must notify the Department immediately, and where possible in advance, of a change to applicable laws that derogates from, prevent compliance or conflict with the requirements of this Agreement.

- 7.2 Recipients will limit their collection of personal information to only that which is necessary for them to carry out their programming, and must be proportional to the benefit to be derived from the expected outcomes of the Project.

- 7.3 Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. When requested, the Recipient shall provide clients with reasonable access to view their information that was collected for purposes of programming funded by the Department.

- 7.4 The Recipient shall take all security measures reasonably necessary to protect any such personal information using methods that are generally used by prudent public and private sector organizations. These measures must meet the requirements, standards or guidelines found in applicable policy, directives or protocols of the Government of Canada, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.

Recipients delivering a Project outside Canada will ensure cross-border transmission of personal



information between its offices in countries where the Recipient is delivering the Project and fulfilling its obligations pursuant to this Agreement must only be done when necessary or required for the performance of the Project and shall be in compliance with all sections of this Agreement. If requested by the Department, the Recipient shall provide a description of cross-border transmission of information that is necessary for the Project.

- 7.5 Where the Recipient has reasonable grounds to believe that there has been loss, theft, unauthorized access, disclosure, copying, use, modification or destruction of personal information, or any incident that may jeopardize the security or integrity of personal information, it will immediately notify the Department of the privacy breach. The Recipient will also immediately take all reasonable steps to stop and contain the impact of the breach, assess and resolve the problem, and prevent its recurrence. The Department may direct the Recipient to take specified steps to resolve and prevent a recurrence.
- 7.6 Despite the provisions of this Agreement, in the event that the Recipient is compelled to produce any personal information pursuant to any applicable legislation, regulation, or any order of any court, tribunal, administrative body or other authority with jurisdiction, whether in or outside of Canada, the Recipient shall notify the Department and the affected client immediately, and where possible, in advance.
- 7.7 In addition to the above as it relates to clause 6.6 specifically, the Recipient agrees:
- A)
 - i) to make available the "Gathering Information" pamphlet that explains the purpose and privacy implications of collecting a client's information;
 - ii) if the client is illiterate, to verbally transmit the contents of the pamphlet; and
 - iii) to comply with the systems' related privacy and security manual and other departmental policies and instructions governing security matters.
 - B) that additional requirements under this clause as identified by the Department, are not applicable.
- 7.8 Without limiting the generality of section 9.0, the Recipient shall be liable for claims resulting from the breach of the privacy and confidentiality of the information in the course of the performance by the Recipient of its obligations pursuant to this Agreement. The Department will not accept any liability for damage, loss, injury, or claims of any kind, including, but not limited to, breach of confidentiality of information arising out of the performance by the Recipient of its obligations pursuant to this Agreement. The Department is not liable for the physical safekeeping and privacy of documents provided to the Recipient while such documents are in the possession or control of or under the responsibility of the Recipient, or in the process of being transferred or transmitted to the Department.
- 7.9 Any violation of the above-noted clauses will be considered a default pursuant to section 8.0 of the Agreement.

8.0 DEFAULT

8.1 The following constitute events of default:

- A) The Recipient becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
- B) An order is made or a resolution is passed for the winding up of the Recipient, or the Recipient is dissolved.
- C) The Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed.
- D) The Recipient has submitted false, misleading, or inaccurate information to the Department.
- E) In the opinion of the Department, the Recipient has failed to deliver the Project in an acceptable manner.
- F) The activities or anticipated activities of the Recipient are contrary to Canadian law.

8.2 In the event of default and after consultation with the Recipient, the Department may direct that changes be made to the Project.

8.3 The Department may avail itself of either or both of the following remedies, as well as any remedies otherwise available:

- A) by written notice to the Recipient in the event of default, immediately suspend any obligation by the Department to contribute or continue to contribute to the Eligible Costs of the Project as per clauses 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, until such default is corrected to the Department's satisfaction; and/or
- B) by written notice to the Recipient in the event of default, immediately terminate any obligation to



contribute or continue to contribute to the Eligible Costs of the Project as per clauses 3.1 and 3.2 of this Agreement, including any obligation to pay an amount owing prior to the date of such notice, where the Department is of the opinion that the needs of Eligible Clients would be better met by such termination or has determined that it would not otherwise be in the Department's interest to continue with its obligation to contribute.

8.4 In the event of default and termination of the Agreement by the Department:

- A) the Recipient shall dispose of capital assets acquired with the Contribution as outlined in section 11.0 of this Agreement; and
- B) the Department shall recover any amount remaining from any advance payment, as described in Schedule 3, as well as any debts due to the Crown as referred to in clause 4.7.

8.5 The fact that the Department refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right. The partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent the Department in any way from later exercising any other right or remedy under this Agreement or other applicable law.

9.0 THIRD PARTY

9.1 This Agreement is for a Contribution to the Recipient only, and nothing in it or done pursuant to it is to be construed as constituting the Recipient as the Department's agent, representative, employee or co-venturer. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.

9.2 The Recipient shall indemnify and save harmless the Department from and against all claims, losses, damages, costs and expenses related to the performance by the Recipient of its obligations pursuant to this Agreement, including, but not limited to, the following:

- A) non-payment by the Recipient of debts, loans, capital leases or other obligations to third parties, including but not limited to the case that the Recipient becomes bankrupt or insolvent or is placed in receivership;
- B) any injury or death of a person;
- C) any loss or damage to property caused or alleged to be caused by the Recipient or its servants or agents in carrying out the Project;
- D) any settlement for wrongful dismissal by the Recipient; and
- E) any infringement of the third party's Intellectual Property Rights, including claims that stem from the use of hardware or software provided to the Recipient by the Department or acquired by the Recipient with funds pursuant to this Agreement.

9.3 As soon as the existence of a claim from a third party as described in subclause 9.2 E) is made known to the Department, the Department is entitled to prohibit the Recipient from making further use of the hardware or software described above and to issue instructions to the Recipient regarding such claims. If the Recipient does not comply with instructions issued by the Department pursuant to subclause 9.2 E) and this provision, then the Department is entitled to terminate the present Agreement pursuant to section 8.0.

9.4 Where the Recipient is an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient, that they shall also be personally, jointly and severally liable for any and all obligations of the Recipient under this Agreement, and for any debt that may become due to the Department hereunder.

9.5 The Recipient shall not assign this Agreement in whole or in part without the prior written consent of the Department, and any assignment made without that consent is void and of no effect.

9.6 When the Recipient contracts for products or services which are the subject of this Agreement, the Recipient must:

- A) use a fair process in obtaining price quotes from prospective contractors;
- B) ensure value for money;
- C) retain, and readily provide to the Department on request, copies of all contracts with third parties; and
- D) maintain accurate records of all transactions with third parties, and provide the Department with reasonable access to these records:
 - i) during the entire Term of the Agreement; and
 - ii) for seven (7) years afterwards.



- 9.7 The Recipient must ensure that any contract entered into with third parties is consistent with this Agreement, including the following terms and conditions:
- A) Nothing in this contract or in work done pursuant to it is to be construed as creating a contractual relationship of any kind between the Department and the third party.
 - B) The third party must make available Supporting Documentation, and books and records to the Department's representatives for inspection and audit.
 - C) The third party must be bound to the same privacy and security obligations that apply to the Recipient under section 7.0 of the Agreement.

10.0 INTELLECTUAL PROPERTY

- 10.1 "Intellectual Property Right" means any Intellectual Property Right recognized by law, including any protected through legislation or arising from protection of information as a trade secret or as confidential information.
- 10.2 Where in the course of carrying out the Project, the Recipient produces any work subject to Intellectual Property Rights, these rights shall vest in the Recipient.
- 10.3 Recipients should, or must if applicable, negotiate a copyright licence with one of the Canadian copyright licensing agencies to have rights on all copyright materials for use by clients and recipient staff.
- 10.4 Where the production of the work has been funded, in whole or in part, by the Contribution made by the Department under this Agreement, the Recipient hereby grants to the Department a non-exclusive, fully paid and royalty-free licence to reproduce, distribute and translate the work for purposes of carrying out the Department's program objectives.
- 10.5 With respect to any work licensed under this section, the Recipient:
- A) warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
 - B) agrees to indemnify and save harmless the Department from all costs, expenses and damages arising from any breach of any warranty given in subclause 10.5 A) of this Agreement; and
 - C) shall include an acknowledgment, in a form satisfactory to the Department, on any work which is produced by it with funds contributed by the Department under this Agreement, acknowledging that the work was produced with funds contributed by the Department and identifying the Recipient as being solely responsible for the content of such work.
- 10.6 If the Recipient is involved, either in or out of court, in a claim by a third party relating to the infringement of its Intellectual Property Rights, the Recipient must inform the Department immediately in writing of the claim.
- 10.7 Section 10.0 shall remain in effect after the expiration of the Agreement.

11.0 CAPITAL ASSETS

With regard to capital assets purchased in whole or in part with Contribution funds, the Recipient and the Department agree that ownership of such assets rests with the Recipient, subject to the following:

- 11.1 That such assets be insured for replacement costs.
- 11.2 That an inventory of capital assets purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) be kept by the Recipient. The inventory should include sufficient information such as the purchase date, purchase price, make, model and serial number for easy identification of the assets.
- 11.3 That the Recipient neither sell, transfer, mortgage, lease nor otherwise dispose of any capital assets purchased with such funds without the prior written consent of the Department.
- 11.4 That at the termination of the Agreement and ending of the funding relationship between the Department and the Recipient, the latter will ensure that any capital assets which have been purchased with Department funds (or purchased with insurance funds, when insurance costs have been paid with funds from the Department) but which have not been physically incorporated into the premises of the Recipient, at the discretion of the Department:
- A) be sold, at fair market value, and that the revenue be applied to eligible Project costs, which may no longer be claimed for reimbursement;



- B) be turned over to a registered charitable organization;
- C) assigned to another recipient funded by the Department; or
- D) be retained by the Recipient.

12.0 GENERAL

- 12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.
- 12.2 The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties to do so.
- 12.3 This Agreement is binding on the parties and their successors and permitted assigns.
- 12.4 This Agreement may be amended with the mutual consent of the Recipient and the Department. To be valid, any amendment must be in writing, in a form satisfactory to the Department, and signed by the designated representatives of both the Recipient and the Department. Any amendment shall take effect when signed by the last of the two parties to do so.
- 12.5 The Department may, by notice to the Recipient, suspend or terminate this Agreement, in whole or in part, at any time without cause upon not less than **one month** written notice of intention to terminate. In the event of a suspension, the Department will notify the Recipient of the obligations to be met. In the event of a termination notice being given by the Department under this section:
- A) the Recipient shall make no further commitments in relation to the Agreement and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - B) all Eligible Costs incurred by the Recipient up to the date of termination, not exceeding the maximum amount of the Department's Contribution payable under this Agreement, will be paid by the Department, including the Recipient's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the Department that the costs mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement; and
 - C) the amount of any Contribution funds which remain unspent shall be promptly repaid to the Department, and such amounts shall be a debt due to the Crown.
- 12.6 All communication with respect to this Agreement shall be sent:
- A) in the case of the Department, to:
Director of Integration
495 Prospect Street
Fredericton, NB, E3B 9M4
Canada
 - B) in the case of the Recipient, to:
David Dobbelsteyn
Ville de Saint John
15 Market Square
Saint John, NB, E2L 4L1
Canada
- 12.7 Any communication that is delivered will have been received on delivery; any communication sent by facsimile will be deemed to have been received one (1) day after having been sent; any communication sent by email will be deemed to have been received on the date that the email is sent, and any communication mailed by regular mail will be deemed to have been received five (5) working days after being mailed. The Recipient represents and warrants that the signatories to this Agreement have been duly authorized to execute and deliver this Agreement on its behalf.
- 12.8 The Recipient represents and warrants that the execution, delivery and performance of this Agreement have been duly and validly authorized and when executed and delivered will constitute a legal, valid and binding obligation of the Recipient enforceable with its terms.
- 12.9 The Recipient represents and warrants that it is under no obligation, prohibition or other disability, nor is it subject to or threatened by any actions, suits or proceedings which could or would prevent compliance with this Agreement and undertakes to advise the Department forthwith of any such occurrence during



the Term of the Agreement.

- 12.10 The Recipient and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise. Nothing arising out of, related to, occasioned by or attributable to, in any way, to this Agreement shall constitute or be deemed to constitute that the Recipient and the Department are related as partners, joint venturers or principal and agent in any way or for any purpose.
- 12.11 Neither the Department, nor its employees, officers or agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities that are required of the Recipient in carrying out its obligations under this agreement, and the Recipient will indemnify and save harmless the Department, its employees, officers and agents, in respect of any such claims.
- 12.12 The Recipient will obtain any necessary third party authorizations, as required to carry out its obligations under this Agreement, from third parties who have Intellectual Property Rights or other rights affected by this Agreement. The Department will have no liability in respect of claims from any person relating to such rights, and the Recipient will indemnify and save harmless the Department from any such claims.
- 12.13 When direct services and/or activities are provided to clients, the Recipient shall erect at a suitable location on its premises a sign in both of Canada's official languages, which the Department considers appropriate, indicating that the Recipient's Project is funded by the Government of Canada.
- 12.14 Where in the opinion of the Department there is a demand, the Recipient will ensure that services and documentation intended for public use be available in both official languages.
- 12.15 In consultation with the Department, the Recipient shall ensure visibility and provide public recognition of the Government of Canada's support to the Project in publications, speeches, press releases, websites, social media or other communication material. This shall be done in a manner compliant with Canada's Federal Identity Program using a visual identifier and/or wording satisfactory to the Department, for example: "This project is funded [in part] by the Government of Canada / Ce projet est financé [en partie] par le gouvernement du Canada". The Department may, at its discretion, withdraw the requirement for recognition of federal funding, and will consult the Recipient to determine when the public recognition activities may resume.
- 12.16 Materials copyrighted to the Department and the Crown in right of Canada, remain the property of these institutions.
- 12.17 The Recipient warrants that it has not, nor has any person on its behalf, offered or promised to any official or employee of Her Majesty the Queen in Right of Canada, for or with a view to obtaining this Agreement any bribe, gift or other inducement, and it has not nor has any person on its behalf employed any person to solicit this Agreement for a commission, fee or any other consideration dependent upon the execution of this Agreement.
- 12.18 No member of the Senate or the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising from it that is not otherwise available to the public.
- 12.19 No current or former public servant or public office holder to whom the *Conflict of Interest Act*, the *Conflict of Interest and Post-Employment Code for Public Office Holders*, the *Policy on Conflict of Interest and Post-Employment* or the *Values and Ethics Code for the Public Sector* applies shall derive direct benefit from this Agreement unless the provision or receipt of such benefits is in compliance with such legislation and codes.
- 12.20 Any person lobbying on behalf of the Recipient must be registered pursuant to the *Lobbying Act*, as amended from time to time.
- 12.21 The parties agree that unless otherwise specified in writing in this Agreement, the law of the province or territory where the Recipient's head office is located shall be the applicable provincial or territorial law.
- 12.22 The Recipient shall declare in writing to the Department if the Recipient, members of its Board of Directors or any of its officers or employees engaged in this Project:
- A) were convicted during a period of three (3) years prior to the Agreement by a court of law in Canada or in any other jurisdiction for an offence involving bribery or corruption; or
 - B) are under sanction, for an offence involving bribery or corruption, imposed by a government or a governmental organization.

The Department may terminate the Agreement forthwith for default where it is found that the Recipient has omitted to declare, prior to entering into, or during the Funding Period of the Agreement, such



conviction or sanction.

12.23 The Recipient acknowledges that the name of the Recipient, the amount of the Contribution and the general nature of the Project funded may be made publicly available by the Department in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

12.24 The Recipient acknowledges that the Department is subject to the *Access to Information Act*, RSC 1985, Chapter A-1, and information obtained by the Department pertaining to this Agreement may be disclosed to the public upon request under the aforementioned act.

The Recipient acknowledges having read and understood the Agreement in its entirety and agrees with its contents. The parties hereto have signed this Agreement through duly authorized representatives:

Recipient

Name (Print)

Position (Print)

Signature

Date (YYYY-MM-DD)

Department

Name (Print)

Position (Print)

Recipient

Name (Print)

Position (Print)

Signature

Date (YYYY-MM-DD)

Signature

Date (YYYY-MM-DD)



**Settlement Program – Schedule 1
Statement of Planned Activities and Intended Results**

Recipient Name: City of Saint John	Agreement Number: S211600015
Agreement Title: Saint John Local Immigration Partnership	Amendment Number:

PROJECT DESCRIPTION AND OBJECTIVE(S):

The Saint John Local Immigration Partnership (SJLIP) is a collaborative community initiative, in Saint John New Brunswick, designed to improve newcomer settlement and integration outcomes, and to strengthen Saint John's ability to better address the needs of newcomers. The SJLIP brings together stakeholders from Saint John to develop a coordinated settlement, integration, and retention strategy.

Objectives:

- To engage a strong and diverse Saint John LIP Council made of up members with experience in settlement and integration of newcomers;
- To strengthen and support the SJLIP Working Groups, and work collaboratively to improve outcomes for newcomers;
- To increase organizational capacity of member organizations to better support immigrants moving to Saint John;
- To work collaboratively to improve settlement outcomes and increase immigrant retention rates;
- To increase public awareness of the importance of immigration and promote a more inclusive & welcoming community;
- To foster greater awareness of the activities, services and programs that the SJLIP partners offer in Greater Saint John, and work together to overcome gaps in services;
- To form partnerships at the community level.

PLANNED ACTIVITIES:

Activity: 1.0 - Indirect - Local Immigration Partnership

Activity Narrative: Saint John Local Immigration Partnership (SJLIP) Council Meetings and working groups.

The LIP Council will meet six times a year and focus on developing a five-year strategy, discussing research areas and gaps and opportunities. Specific working groups will also be organized surrounding identified priorities. This will be ongoing throughout years 1-5.

Output Description: SJLIP Council is established and inclusive.

Activity: 2.0 - Indirect - Local Immigration Partnership

Activity Narrative: Implementation of the SJLIP communications plan, and update when necessary.

The primary goals of the communications plan will be to help inform the local community regarding what is a LIP and the benefits it provides to the community, educating the community on the value of newcomers and what Saint John can provide to newcomers, identify and share newcomer success stories, and encourage the development of a more welcoming and inclusive community. This will be implemented through the SJLIP website, social media platforms, and various communication tools.

Output Description: Communications plan implemented.

Activity: 3.0 - Indirect - Local Immigration Partnership

Activity Narrative: Support LIP partners in the development and implementation of collaborative projects; including logistical support with the coordination of partners, assistance with identifying and securing funds, etc.

Output Description: LIP partners are supported.

Activity: 4.0 - Indirect - Local Immigration Partnership

Activity Narrative: Participate in local committees to raise awareness of newcomers' needs in the community and inform decisions and priorities.

Output Description: Local committees were attended.

Activity: 5.0 - Indirect - Local Immigration Partnership

Activity Narrative: Conduct local research to validate initial SJLIP strategy and assist with new 5 year City



of Saint John Population Growth Strategy.

SJLIP will play a pivotal role in the research, engagement, design, and delivery of this new overall growth strategy for the City of Saint John. This will be conducted in year 2 and 3.

Output Description: Research conducted.

SPECIFIC OUTCOMES:

- Broad-based partnerships developed for planning and setting community priorities.
- Enhanced engagement of a diversity of members in settlement and integration of newcomers
- Community and newcomer needs assessed in a coordinated manner, and enhanced awareness of needs among a wider array of local actors.
- Increased capacity to support the integration of newcomers and foster welcoming communities, including welcoming and receptive labour markets at the community level.

EXPECTED OUTCOMES:

- Partners & stakeholders are engaged in settlement and implement strategies to address newcomers needs



**Settlement Program – Schedule 2
Description of Eligible Costs**

Recipient Name: City of Saint John		Agreement Number: S211600015
Address: 15 Market Square Saint John, NB, Canada E2L 4L1		
Telephone Number:	Facsimile Number:	Amendment Number:
Agreement Title: Saint John Local Immigration Partnership		

Duration of Activity / Funding Period	From: 2020-09-01 YYYY-MM-DD	To: 2025-03-31 YYYY-MM-DD	Fiscal Years: 5
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DEPARTMENTAL CONTRIBUTION – SEE ATTACHED SHEET FOR COST CATEGORY DETAILS

FISCAL YEAR	PROGRAM DELIVERY	ADMINISTRATIVE	CAPITAL	TOTAL CONTRIBUTION
2020-2021	\$47,458	\$4,670	\$0	\$52,128
2021-2022	\$72,661	\$7,339	\$0	\$80,000
2022-2023	\$72,602	\$7,398	\$0	\$80,000
2023-2024	\$72,542	\$7,457	\$0	\$79,999
2024-2025	\$72,481	\$7,516	\$0	\$79,997
TOTAL COST CATEGORY	\$337,744	\$34,380	\$0	\$372,124



Recipient Name: City of Saint John	Agreement Number: S211600015
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Fiscal Year: 2020-2021

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Salaries, wages and benefits	SJLIP Project Manager - IRCC funding up to \$31,315	\$31,315
	Salaries, wages and benefits	MERCs/Benefits - IRCC funding up to \$4,570	\$4,570
	Research	Research, Outreach and Data Collection	\$5,000
	Training and professional development	Costs associated with attending P2P Conference and Atlantic LIP Learning Conference	\$750
	Travel, accommodation and related costs	Travel costs associated with attending meetings, consultations and conferences	\$1,200
	Delivery assistance	Office supplies, room / facility expenses, small meeting expenses, printing	\$2,147
	Publicity	Branding / printing materials / LIP promotional materials	\$2,000
	GST/HST	28.57% of Eligible GST/HST	\$476

Total - Program Delivery: \$47,458

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	9.84%	\$4,670

Total - Administrative: \$4,670

Total Maximum Contribution for Fiscal Year: \$52,128



Recipient Name: City of Saint John	Agreement Number: S211600015
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Fiscal Year: 2021-2022

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Salaries, wages and benefits	SJLIP Project Manager - 12 month contract - IRCC funding up to \$54,280 International Summer Student - Co-op Placement 9 weeks - IRCC funding up to \$2,500	\$56,780
	Salaries, wages and benefits	MERCs/Benefits - IRCC funding up to \$6,565	\$6,565
	Research	Research, outreach and data collection	\$2,000
	Training and professional development	Costs associated with attending P2P Conference and Atlantic LIP Learning Conference	\$680
	Travel, accommodation and related costs	Travel costs associated with attending meetings, consultations and conferences	\$1,800
	Delivery assistance	Office supplies, room / facility expenses, small meeting expenses, printing	\$2,500
	Publicity	Branding / printing materials / LIP promotional materials	\$1,901
	GST/HST	28.57% of eligible GST/HST	\$435

Total - Program Delivery: \$72,661

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	10.1%	\$7,339

Total - Administrative: \$7,339

Total Maximum Contribution for Fiscal Year: \$80,000



Recipient Name: City of Saint John	Agreement Number: S211600015
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Fiscal Year: 2022-2023

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Salaries, wages and benefits	SJLIP Project Manager - 12 month contract - IRCC funding up to \$54,280 International Summer Student - Co-op Placement 9 weeks - IRCC funding up to \$2,544	\$56,824
	Salaries, wages and benefits	MERCs/Benefits - IRCC funding up to \$6,565	\$6,565
	Research	Research, outreach and data collection	\$2,000
	Training and professional development	Costs associated with attending P2P Conference and Atlantic LIP Learning Conference	\$680
	Travel, accommodation and related costs	Travel costs associated with attending meetings, consultations and conferences	\$1,800
	Delivery assistance	Office supplies, room / facility expenses, small meeting expenses, printing	\$2,450
	Publicity	Branding / printing materials / LIP promotional materials	\$1,852
	GST/HST	28.57% of eligible GST/HST	\$431

Total - Program Delivery: \$72,602

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	10.19%	\$7,398

Total - Administrative: \$7,398

Total Maximum Contribution for Fiscal Year: \$80,000



Recipient Name: City of Saint John	Agreement Number: S211600015
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Fiscal Year: 2023-2024

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Salaries, wages and benefits	SJLIP Project Manager - 12 month contract - IRCC funding up to \$54,280 International Summer Student - Co-op Placement 9 weeks - IRCC funding up to \$2, 588	\$56,868
	Salaries, wages and benefits	MERCs/Benefits - IRCC funding up to \$6,565	\$6,565
	Research	Research, outreach and data collection	\$2,000
	Training and professional development	Costs associated with attending P2P Conference and Atlantic LIP Learning Conference	\$680
	Travel, accommodation and related costs	Travel costs associated with attending meetings, consultations and conferences	\$1,800
	Delivery assistance	Office supplies, room / facility expenses, small meeting expenses, printing	\$2,450
	Publicity	Branding / printing materials / LIP promotional materials	\$1,752
	GST/HST	28.57% of eligible GST/HST	\$427

Total - Program Delivery: \$72,542

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	10.28%	\$7,457

Total - Administrative: \$7,457

Total Maximum Contribution for Fiscal Year: \$79,999



Recipient Name: City of Saint John	Agreement Number: S211600015
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Fiscal Year: 2024-2025

PROGRAM DELIVERY

Qty	Line Item	Description/Details	Amount for Fiscal Year
	Salaries, wages and benefits	SJLIP Project Manager - 12 month contract - IRCC funding up to \$54,280 International Summer Student - Co-op Placement 9 weeks - IRCC funding up to \$2,634	\$56,914
	Salaries, wages and benefits	MERCs/Benefits - IRCC funding up to \$6,565	\$6,565
	Research	Research, outreach and data collection	\$2,000
	Training and professional development	Costs associated with attending P2P Conference and Atlantic LIP Learning Conference	\$680
	Travel, accommodation and related costs	Travel costs associated with attending meetings, consultations and conferences	\$1,800
	Delivery assistance	Office supplies, room / facility expenses, small meeting expenses, printing	\$2,400
	Publicity	Branding / printing materials / LIP promotional materials	\$1,700
	GST/HST	28.57% of eligible of GST/HST	\$422

Total - Program Delivery: \$72,481

ADMINISTRATIVE

Line Item	Description/Details	Amount for Fiscal Year
Negotiated Administrative Rate	10.37%	\$7,516

Total - Administrative: \$7,516

Total Maximum Contribution for Fiscal Year: \$79,997



Settlement Program – Schedule 3 Terms of Payments and Financial Reporting

Recipient Name: City of Saint John	Agreement Number: S211600015
Agreement Title: Saint John Local Immigration Partnership	Amendment Number:

TERMS OF PAYMENTS

Reimbursements

- 1.0 The Department will make payments of the Contribution amount by reimbursements, upon receipt from the Recipient of claims for Eligible Costs, with Supporting Documentation if requested by the Department, in accordance with clause 4.1 of the Agreement.
- 2.0 During the course of the Agreement, should it be determined that advance payments are warranted for achievement of program objectives, the Department will ensure that the conditions governing the need for advances as per clause 4.5 are met. For the purposes of advance payments, the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the advance payment clause.

Holdback

- 3.0 An amount of up to **5%** of the total Agreement value will represent the holdback and be disbursed to the Recipient as a final payment on receipt and approval by the Department of the final claims for Eligible Costs and deliverables, including any requested Supporting Documentation. Material submitted to the Department to support release of the holdback must be certified by a duly authorized representative of the Recipient.

FINANCIAL REPORTING

- 4.0 The Recipient agrees to submit to the Department:

Forecast of Cash Flow

4.1 An initial Forecast of Cash Flow prior to the beginning of each Fiscal Year and following any amendment to the Agreement. The Department may request submission of a revised Forecast of Cash Flow should significant variances to projected spending occur.

Claims

4.2 Claims for reimbursement of Eligible Costs that support the achievement of objectives shall be submitted by the Recipient, for each Fiscal Year of the Agreement, as follows:

1. April, May, June and July
2. August and September
3. October and November
4. December, January, and February
5. March

Claim 4 (December, January, and February) shall be accompanied by an estimate of anticipated costs for March. A revised Forecast of Cash Flow should be used for this purpose. Claims are to be submitted to the Department within **15 days** of the end of the reporting period.

Annual Audited Financial Statements

4.3 For multi-year agreements, the Recipient shall submit to the Department, the organizational annual financial statements (audited if available), within six (6) months of the Recipient's fiscal year end date.



Settlement Program – Schedule 4 Supplementary Terms and Conditions

Recipient Name: City of Saint John	Agreement Number: S211600015
Agreement Title: Saint John Local Immigration Partnership	Amendment Number:

The provisions of this Schedule shall be interpreted in conformity with those of the Agreement concluded by the Department with the Recipient.

Lobbying and Advocacy:

- Further to clause 8.1 of the Agreement, the parties agree that the Recipient will be considered in default of the Agreement should any of the services and/or activities contemplated by this Agreement, such as, but not limited to, advisory committee meetings, outreach and networking efforts, content development workshops, or the final product(s) be organized with the express intent of lobbying or advocating against government policies or programs.
- The parties further agree that where the Recipient has shared plans with the Department about planned services and/or activities and the Department has raised no objections in advance about those plans, they will not be considered to be organized with the express intent of lobbying or advocating against government policy or programs, provided that they are carried out with strict adherence to the pre-approved plans shared with the Department. Where plans are shared with the Department and the Department does object to any of the services and/or activities, the Recipient will either eliminate the services and/or activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the services and/or activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the Agreement.

Communications Protocol:

- The Recipient shall obtain the approval of the Department before preparing and issuing any announcements, press releases, brochures, advertisements or other materials that will display the Department's logo or otherwise make reference to the Department.
- The Recipient will advise the Department at least 30 days in advance of any special event the Recipient wishes to organize in connection with the Agreement. A special event shall only be held on a date which is mutually acceptable to the Department and the Recipient. The Recipient consents to having the Department or its designates participate in any such event.

Requirements in Support of the Francophone Integration Pathway:

- The Recipient shall enquire as to the official language preference of all clients.
- The Recipient shall ensure that all clients are adequately informed about the availability of French settlement services and the possibility of settling in French in Canada when accessing services in person and when visiting the Recipient's website.
- The Recipient shall refer clients choosing to be served in French to Francophone recipients if it does not have the capacity to deliver settlement services in French.
- The Recipient shall develop and maintain partnerships with Francophone service providers offering settlement services in order to meet the service requirements above.

Performance Monitoring and Outcome Reporting:

- Further to section 6.0 of the Agreement, the Department may request that the Recipient carry-out project-level performance monitoring and assessment activities in accordance with requirements to be set out by the Department to inform project-level outcome reporting and analysis. These requirements may include, but not be limited to, Recipient-run surveys to measure project-level outcomes of clients in priority areas determined by the Department.

Narrative Reporting:



Narrative reports shall be submitted by the Recipient for each Fiscal Year of the Agreement, as follows:

1. April to June (before July 30)
2. July to December (before January 30)

Narrative reports are to be submitted to the Department within 30 calendar days of the end of the reporting period.

Final Progress Report:

Following completion of the Project, the Recipient shall submit a Final Progress Report detailing the actual achievements of the Project against the Project objective(s), planned activities, and expected results identified in Schedule 1. This report is to be submitted to the Department within 60 days of the end of the Funding Period.

Other:

1. The Recipient shall notify the Department 14 days before the start of the Annual General Meeting of the date, time and location of the meeting.
2. International travel is not an eligible cost and will not be reimbursed by the Department under this Agreement.