


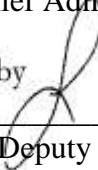
Item No. 11.1.2
Halifax Regional Council
October 8, 2013

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY:

Original signed by 

Richard Butts, Chief Administrative Officer

Original Signed by 

Mike Labrecque, Deputy Chief Administrative Officer

DATE: September 20, 2013

SUBJECT: **Signing of the Contribution Agreement with Citizenship and Immigration Canada for the Local Immigration Partnership Grant**

ORIGIN

April 30, 2013 motion of Regional Council.

June 25, 2013 motion of Regional Council.

LEGISLATIVE AUTHORITY

88 (1) The Council may expend money required by the Municipality for promotion and attraction of institutions, industries and businesses, the stabilization and expansion of employment opportunities and the economic development of the Municipality.

RECOMMENDATION

It is recommended that Halifax Regional Council authorize the Mayor and Municipal Clerk to execute the Contribution Agreement with Citizenship and Immigration Canada on behalf of the Municipality, so staff can administer the Local Immigration Partnership Grant.

BACKGROUND

On April 11, 2013, Immigrant Settlement and Integration Services (ISIS) did a presentation to CPED providing context on immigration in HRM and information on a Citizenship and Immigration Canada (CIC) Local Immigration Partnership (LIP) funding opportunity. The matter was presented to Regional Council by the Chair of CPED and staff were directed to report back on the benefits and costs associated with the LIP grant.

April 30, 2013 Regional Council Meeting:

MOVED by Councillor Watts, seconded by Councillor Nicoll, that Halifax Regional Council direct staff to provide a report which outlines the benefits and costs of having HRM negotiate a funding agreement with Citizenship and Immigration Canada (CIC) for 3-year funding, to house the Local Immigration Partnership (LIP) Coordinator. MOTION PUT AND PASSED.

Staff reported back to Regional Council on June 25, on the costs and benefits associated with administering the LIP grant. Council agreed to have staff seek from Citizenship and Immigration Canada for a 3-year period, to administer the part time Local Immigration Partnership Coordinator.

June 25, 2013 Regional Council Meeting:

MOVED by Councillor Nicoll, seconded by Councillor Fisher that Halifax Regional Council:

1. Approve the updated Welcoming Newcomers Action Plan, as attached to the June 5, 2013 staff report; and
2. Authorize staff to seek funding in the amount of \$160,473 from Citizenship and Immigration Canada (CIC) for 3-year funding, to administer the part time Local Immigration Partnership (LIP) Coordinator. MOTION PUT AND PASSED UNANIMOUSLY.

DISCUSSION

CIC has approved HRM's request and have provided a Contribution Agreement which requires the signature of Mayor and Clerk in order to be executed.

The funding requested to CIC is for \$146,472 for a three year period, and is intended to support a part time staff person and administrative costs. HRM's role would be to administer the LIP coordinator, contribute in-kind items such as office equipment, supplies, and supervision.

FINANCIAL IMPLICATIONS

The cost to HRM would be \$2,100.00 total in kind support for the three year period, which would be derived from Government Relations and External Affairs budget.

COMMUNITY ENGAGEMENT

No Community Engagement for this report

ENVIRONMENTAL IMPLICATIONS

No environmental implications

ALTERNATIVES

Council can chose not to have the Mayor and Clerk sign the Contribution Agreement on HRM's behalf. If this alternative is chosen, HRM will not proceed with the hiring of the LIP Coordinator.

ATTACHMENTS

Copy of the Contribution Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Marion Currie, Government Relations & External Affairs, 490-6422

Report Approved by: _____
Jennifer Church, Managing Director, Government Relations & External Affairs, 490-3677

Financial Approval by: _____
Greg Keefe, Director of Finance & ICT/CFO, 490-6308

**CONTRIBUTION AGREEMENT**

Between: **Her Majesty the Queen in right of Canada,**
as represented by the
Minister of Citizenship, Immigration and Multiculturalism
(hereinafter referred to as the "Department")

1741 Brunswick Street

Halifax, Nova Scotia

B3J 3X8

(address)

and

Halifax Regional Municipality (HRM)

(hereinafter referred to as the "Recipient")

PO Box 1749

Halifax, Nova Scotia

B3J 3A5

(address)

OFFICE USE

100	File number
	S141500032
101	<input checked="" type="checkbox"/> Original <input type="checkbox"/> Amendment
102	Amendment number

Whereas the Recipient wishes to provide services to eligible clients under the (check appropriate box):

- ☒ Settlement Program
☐ Resettlement Assistance Program (RAP)

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;

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*;
☒ 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 a contribution agreement that is subject to being accounted for and audited.
2.2 "Services" means the services described in Schedule 1 which are provided directly to eligible clients or which contribute indirectly to the resettlement, adaption, settlement and integration of eligible clients.

2.3 "Eligible costs" means the costs described in Schedule 2 required by the Recipient to provide services which are:

- A) incurred and paid by the Recipient in relation to the services 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 months of the funding period and paid within sixty days of the conclusion of the funding period, and whose validity has been substantiated to the satisfaction of the Department by means of supporting documents including, but not limited to, invoices, cancelled cheques, vouchers and accounting entries.

Restrictions:

- i) Costs associated with validating credentials of eligible clients are not eligible; and
- 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 option to buy and there is reasonable assurance that the lessee will obtain ownership at the end of the lease term), in whole or in part, and costing in excess of \$1000. Capital assets must be recorded according to the "whole asset" approach, taking into account the quantity of items purchased.

2.5 "Eligible client" means:

A) For the Settlement Program:

- i) Permanent Residents of Canada who have not become Canadian citizens;
- ii) Protected persons as defined in Section 95 of the Immigration and Refugee Protection Act (IRPA);
- iii) Individuals who have been selected, in Canada or overseas, to become permanent residents pending completion of medical, security and criminal verification statutory requirements, and who have been informed, by a letter from Citizenship and Immigration Canada;
- iv) Convention refugees and protected persons overseas who have been selected for resettlement in Canada by Citizenship and Immigration Canada;
- v) Live-in Caregivers
 - a) Applicants overseas who have been informed, by a letter of confirmation from Citizenship and Immigration Canada, of the approval of their temporary work permit are eligible to receive services under the Canadian Orientation Abroad (COA) initiative,
 - b) Applicants in Canada and in possession of a temporary work permit issued under the Live-in Caregiver Program are eligible for all settlement services with the exception of language training.

Restrictions:

- 1) To access language training, an eligible client must first undergo a language assessment by a qualified assessor and be of legal school-leaving age within their applicable province or territory;
- 2) Temporary workers, including those nominated under Provincial Nominee Programs, are not eligible for CIC Settlement Program Services except for those accepted under the Live-in Caregiver Program and those described in A) iii) above.

B) For the Resettlement Assistance Program:

the following individuals and their accompanying dependants, as defined in the RAP Terms and Conditions:

- i) Government-Assisted Refugees (GARs), including Joint Assisted Sponsored (JAS) refugees;
- ii) Privately Sponsored Refugees (PSR) including Visa Office Referred (VOR) clients (primarily Port of Entry Services);
- iii) Other groups admitted under a public policy established by the Minister and deemed eligible for RAP;
- iv) Eligible resettled refugees arriving on temp resident permit (e.g. Urgent Protection Cases); and
- v) One-Year Window (OYW) arrivals.

2.6 "Care for Newcomer Children" means unlicensed childcare that is provided to the children of eligible CIC clients while they attend short term and/or long term settlement services.

2.7 For the Resettlement Assistance Program, "temporary accommodation" means any form of accommodation, as deemed suitable by the Department, provided to house and shelter eligible RAP 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 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 year after the end of the funding period.

- 2.10 "Compliance audit report" means an independent assessment done by an accredited auditor (in accordance with Section 5815 of the CICA handbook) to provide assurance of a Recipient's compliance with a contribution agreement. Audited Financial Statements do not constitute a compliance audit.

3.0 CONTRIBUTION

- 3.1 In order to assist the Recipient to provide the services, 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 services 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 provision of the services;
 - B) reasonable; and
 - C) allowable expenditures for the provision of the services.
- 3.3
- A) The total maximum contribution identified in Schedule 2 shall not be exceeded without an amendment.
 - B) New line items (within existing cost categories) shall not be added to Schedule 2 without an amendment.
 - C) Amendments will also be required for:
 - i) transfers between existing cost categories (Program Delivery and Capital) that exceed the lesser of \$100,000 or 10% of the originating cost category's fiscal year budget;
 - ii) transfers between existing line items within a cost category that exceed the lesser of \$25,000 or 25% of the originating line item within a fiscal year budget;
 - iii) extensions to the end date of the agreement; and
 - iv) changes related to the scope of the project outlined in Schedule 1.
 - D) The Recipient may reallocate eligible costs between line items with the prior written approval of the Department, under the following conditions only:
 - i) when funds are transferred between existing cost categories (Program Delivery and Capital Costs) and the transfer is the lesser of A (between 5% and 10%) or B (between \$50,000 and \$100,000) of the originating cost category's fiscal year budget; and
 - ii) when funds are transferred between existing line items within a cost category and the transfer is the lesser of A (between 10% and 25%) or B (between \$10,000 and \$25,000) of the originating line item within a fiscal year budget.
 - E) The Recipient may reallocate eligible costs between line items without the prior written approval of the Department, under the following conditions only:
 - i) when funds are transferred between existing cost categories (Program Delivery and Capital Costs) and the transfer is the lesser of \$50,000 or 5% of the originating cost category's fiscal year budget; and
 - ii) when funds are transferred between existing line items within a cost category and the transfer is the lesser of \$10,000 or 10% of the originating line item within a fiscal year budget.
 - F) In addition:
 - for the RAP program, temporary accommodation, food and incidentals per person rates as set out in Schedule 2 cannot be changed without prior written approval of the Department.
 - G) With respect to prior written approval described in clauses 3.3(D) and 3.3(F), the written communication between the Recipient and the Department shall constitute part of the Agreement and will supersede the line item details indicated in Schedule 2.
- 3.4 Additionally, in cases where the Recipient receives more funding than anticipated from any or all sources for the activities specified in the Agreement under Section 5.1, repayment of the pro-rata share of the contribution from the Department will be required by the Department.
- 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.
 - B) Only that portion of the Provincial and/or Federal Tax (GST/HST) which is not refundable by 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 section 3.1:

- A) No contribution shall be paid in respect of costs incurred with respect to a member of staff who is a member of the immediate family 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 favouritism 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 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 sections 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 section 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; furthermore, 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 documents (if requested by the Department) and statements of progress against the achievement of performance objectives, as described in sections 6.6 and 6.7 and Schedule 1 of this Agreement.
- 4.4 Claims from the Recipient should be submitted according to the reporting frequency specified in Schedule 1.
- 4.5 The Department may make advance payments of a contribution in approved cases, where the Recipient has requested such payment and the request accords with conditions specified in Schedule 3.
- 4.6 The Department shall not contribute to costs incurred prior to or subsequent to the funding period except in the case of an expense for a compliance audit report that may be incurred after the end of the funding period, if such a statement is required by the Department.
- 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 section 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 Charge Regulations* will apply.
- 4.8 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 (monthly, quarterly or semi-annual intervals) identified in Schedule 1, or holdback amount (5%, 10% or 15%) identified in Schedule 3 is warranted, it will notify the Recipient and provide details of any changes. The written communication between the Department and the Recipient shall constitute part of the Agreement and will supersede the reporting frequency or holdback amount indicated in Schedule 1 or 3 of the Agreement.

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 this 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 participation 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 Schedules 1 and 4, 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 1 or 4.
- 5.2 To keep all records and provide all services during the funding period in a sustained, diligent, efficient, economical and effective manner, using qualified personnel;
- 5.3 To ensure that all personnel designated by the Recipient to provide the services 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 performance 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 the two official language communities;
 - ☐ C) to annually consult with francophone minority communities about settlement and re-settlement 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) Provision of equal quality services for the general public in both official languages, and for individuals in the language of their choice; and
 - ii) Making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication.
 - ☐ E) identify the Project participants/beneficiaries and take all necessary measures to communicate and provide Project-related services 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 (5.4) are not applicable.
- 5.5 To provide the services in accordance with all applicable laws, by-laws, regulations, guidelines and requirements and, prior to the commencement of the services, to obtain such permits, licences, consents, authorizations and insurance coverage (including Directors' liability insurance and replacement insurance for capital assets) as may be required to carry out those services;
- 5.6 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.
- 5.7 To conform to the reporting requirements found in section 6.0 for each Agreement it has with the Department;
- 5.8 Where contribution agreements include provision of funds for Care for Newcomer Children services or daycare services:
- A) Where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive Settlement Program services, the Recipient must ensure all provisions of the national Care for Newcomer Children Requirements, and, where applicable, the provincial/territorial legislation(s) for licensed daycare are met.
 - B) Where dependent children are placed in facilities on premises separate from those where their parent(s) / guardian(s) receive Settlement Program services, the Recipient must ensure that the contracted third party is licensed by the province/territory.
- 5.9 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 on the Board of Directors;
- 5.10 The Recipient shall notify the Department in writing of any changes to organizational policies which impact this agreement (e.g. Human resources, financial administration). 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; and
- 5.11 Where special training needs of participants 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 PROGRAM MONITORING INFORMATION AND REPORTING REQUIREMENTS**
- In order to fulfill the Department's information, 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, during normal business hours, to all premises on which services are being provided under this Agreement, or which provide support for these services, 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 records containing the following information about each eligible client to whom services are provided:
 - i) Immigration identification number (eight-digit numeric Client ID number; IMM 5292, IMM 5509, or IMM 5688 number; Temporary Resident Permit number; Ministerial Permit number);
 - ii) surname,
 - iii) given name(s); and
 - iv) date of birth.

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 (GAAP) 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 invoices, receipts, proofs of payment (e.g. cancelled cheques, bank and/or credit card statements, etc.) vouchers and other supporting documents relating to the financial books and records.

6.3 For each reporting period identified in Schedule 1, during the entire term of the Agreement, the Recipient shall also submit to the Department claims for eligible costs (with supporting documents if requested by the Department), and statements of progress, both statistical and narrative, against the achievement of expected results, which are satisfactory to the Department in scope, detail, format and frequency; and which contain the following:

General requirements for all programs:

- A) a brief progress report on the completion of planned activities and achievement of expected results identified in Schedule 1, including an assessment of successes, obstacles and opportunities encountered by the Recipient in providing the services;
- B) the number of eligible clients served in each official language;
- C) statistical data as the Department may, from time to time, specify in writing; and,
- D) any additional reporting requirements identified in Schedule 1 or 4.

Requirements specific to RAP A – direct services

- A) the number of hours of each RAP service provided to each eligible client;
- B) the names, and the Record of Permanent Residence numbers, or the Temporary Residence Permit numbers of clients to whom RAP services were provided.

6.4 The Recipient shall complete an annual project performance reporting exercise. The template will be provided by the Department, and 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 six years afterwards in case of financial records and five years afterwards in case of non-financial records, the Recipient agrees to:

- A) Make such books, records and documents, as described in section 6.1, 6.2 and 6.3 available for inspection, audit and monitoring by representatives of the Department, who may make copies thereof and take extracts therefrom;
- B) Make available proper facilities for any such inspection, audit and monitoring by representatives of the Department;
- C) With respect to the books and records described in 6.1, 6.2 and 6.3 the Recipient must show evidence of a documented disposition procedure for CIC approval and provide any other information that may be required; and
- D) Send copies of the records referred to in section 6.1(B) to the Department, at such intervals, in such format and by such means as the Department may specify, for use in monitoring and evaluating the services.

6.6 During the entire term of the Agreement, and for greater certainty further to section 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.

The Recipient also agrees:

- ☐ A) to use the internet-based system(s) provided by the Department and maintain internal training and support activities related to these systems. This national data collection and reporting must be satisfactory to the Department in scope, detail, format and frequency; or
- ☒ B) that additional requirements under this section 6.6 as identified by the Department, are not applicable.

6.7 The Recipient shall submit to the Department, within sixty (60) days of the end of the funding period or as otherwise specified in Schedule 1 or 4:

- A) a final claim for eligible costs (with supporting documents if requested by the Department), and a final financial report detailing actual expenditures incurred as well as a declaration of revenues received, including in-kind, for the project/activity/initiative; and
- B) a final progress report which contains the following:
 - i) an assessment of overall progress made against planned activities and intended outputs and outcomes (as specified in Schedule 1);
 - ii) an assessment of the project's impact and contribution towards longer-term settlement or resettlement outcomes for newcomer clients;
 - iii) an overall assessment of successes, obstacles and opportunities encountered by the Recipient in providing the programming/service(s); and
 - iv) reports on the actions taken to meet Official Languages obligations as identified in section 5.4.

- 6.8 Recipients shall be subject to monitoring by the Department, (as set out in sections 6.1 to 6.7), in relation to their articulated planned objectives and deliverables. The Department will assess whether satisfactory outcomes have been achieved, whether demand for a particular service still exists, whether administrative documents, required reports, financial records and statements, and any other required documentation are in order; and
- 6.9 The Department may request a compliance audit report of the project/activity/initiative to ensure compliance with the terms of the agreement. The scope and timing of the compliance audit will be determined by the Department.

7.0 PRIVACY AND SECURITY OBLIGATIONS

- 7.1 Personal information collected or maintained by the Recipient is subject to the provisions of the applicable provincial/territorial privacy and access to information legislation or the *Personal Information Protection and Electronic Documents Act*, whichever is applicable.

Recipients will limit their collection of personal information to only that which is necessary for them to carry out their programming. Personal information shall be treated as confidential and not disclosed to any person, other than the client, except in accordance with applicable law. Recipients shall provide reasonable access to clients who identify themselves and request access to view the information the Recipient has collected for purposes of CIC-funded programming.

The Recipient shall take all security measures reasonably necessary, including those set out in any instructions issued by the Department for the protection of personal information against unauthorized use or disclosure.

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, it shall notify Citizenship and Immigration Canada and the affected client forthwith and where possible in advance.

- 7.2 In addition to 7.1 above as it relates to section 6.6 specifically, the Recipient agrees:

- ☐ A) to:
- i) display the pamphlet that explains the purpose and privacy implications of collecting client's information;
 - ii) keep the pamphlet in sufficient quantities in a location visible to all clients for their easy access;
 - iii) if the client is illiterate, verbally transmit in a summary way, within the capacity of the Recipient, the contents of the pamphlet;
 - iv) for clients preferring to read the pamphlet in a non-official language, make the translation of the pamphlet available to these clients, as far as reasonably possible; and
 - v) comply with the systems related security manual and other related Departmental policies and instructions governing security matters; or
- ☒ B) that additional requirements under this section (7.2) as identified by the Department, are not applicable.

- 7.3 Without limiting the generality of section 9.0, the Recipient shall be liable for claims resulting from the breach of the privacy and the 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.

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 provide the services 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 services.

- 8.3 The Department may also 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 services contemplated in sections 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;
 - 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 services contemplated in sections 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 eligible clients' needs would be better met by such termination or has determined that it would not otherwise be in the Department's interests to continue with its obligation to contribute or to continue to contribute.
- 8.4 Furthermore, in the event of default and termination of the Agreement by the Department:
- A) the Recipient shall dispose of assets 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 section 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. Moreover, the partial or limited exercise of a right conferred on the Department by this Agreement shall not prevent Canada 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 an agreement 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 More specifically, 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 services;
 - 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 section 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 any instructions issued by the Department pursuant to section 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 matter 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 6 years afterwards.

9.7 Additionally, 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; the Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department;
- B) The third party must make available invoices, receipts, cancelled cheques, vouchers, supporting documents, 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 contribution agreement.

10.0 INTELLECTUAL PROPERTY

10.1 "Intellectual Property Right" means any intellectual property right recognized by the law, including any intellectual property right protected through legislation (e.g., copyright, patents, industrial design, etc.), or arising from protection of information as a trade secret or as confidential information.

10.2 Where in the course of carrying out the services, 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 license with one of the Canadian copyright licensing agencies in order to have rights on all copyright materials for use by students, instructors and administrative 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 Additionally, 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 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 survive the termination 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 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; and
- 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 Agreement holder, 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; assigned to another organization (as approved by the Department); or
 - C) be retained by the Agreement holder.

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(s) written notice of intention to terminate. 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.
 - 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 A) Any notice or other communication with respect to this Agreement (the "Notice") shall be effectively given if delivered or sent by letter, facsimile, or e-mail addressed:
- i) In the case of The Department to: Citizenship and Immigration Canada
Attention: Jan-Mark van der Leest
1741 Brunswick Street, Suite B110
Halifax, Nova Scotia, B3J 3X8
Fax number (902) 426-4241
Email: Jan-Mark.vanderLeest@cic.gc.ca
 - ii) In the case of the Recipient to: Halifax Regional Municipality (HRM)
Attention: Marion Currie
PO Box 1749
Halifax, Nova Scotia, B3J 3A5
Telephone number (902) 490-6422
Email: curriem@halifax.ca
- or to such other address, facsimile number, email address or addressed to such other individual as either party may from time to time designate in writing to the other party.
- B) Any notice that is delivered will have been received on delivery; any Notice sent by facsimile will be deemed to have been received one (1) day after having been sent; any Notice sent by e-mail will be deemed to have been received on the date that the email is sent, and any Notice mailed by regular mail will be deemed to have been received eight (8) days after being mailed.
- 12.7 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 this Agreement.
- 12.10 The Recipient and the Department expressly disclaim any intention to create a partnership, joint venture or joint enterprise and that nothing and no activity arising out of, related to, occasioned by or attributable to, in any way, 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 client services are provided, the Recipient shall erect at a suitable location on its premises a sign in both official languages, which the Department considers appropriate, indicating that the Recipient's services are 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 of Canada's official languages.

- 12.15 The Recipient shall also publicly acknowledge the Government of Canada's contribution in the following manner:
- A) by clearly and prominently identifying the Government of Canada's contribution in the initiative, utilizing promotion and advertising tools made available by the Department and wording satisfactory to the Department, for example "The Government of Canada provides funding to support this initiative"; and
 - B) by acknowledging the Government of Canada's contribution in its announcements, interviews and ceremonies, in its advertising and promotional activities, in its speeches, lectures, publications and in its recruitment procedures.
- 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 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 dependant 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 general public.
- 12.19 It is a term of this Agreement that 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* or the *Values and Ethics Code for the Public Service* 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 where the Recipient's head office is located shall be the applicable provincial law.
- 12.22 The Recipient shall declare in writing to the Department if the Recipient or any of its officers or employees:
- A) Were convicted during a period of three 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 the Agreement, such conviction or sanction.

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

Signature

Y M D
Date

Recipient

Name (Print)

Position

Signature

Y M D
Date

The Department

Name (Print)

Signature

Position

Y M D
Date