

# NEGOTIATING YOUR CONTRIBUTION AGREEMENT WITH CITIZENSHIP AND IMMIGRATION CANADA

**Settlement and Resettlement Programs** 

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#### 1. Introduction

This document has been prepared for applicants who received notification that CIC intends to undertake negotiations towards a Contribution Agreement (CA) based on the funding application submitted in response to the National Call for Proposals (CFP 2012) and the Manitoba CFP<sup>1</sup>. Please be aware that during negotiations, CIC staff may request additional details beyond those submitted with your initial proposal. Note, as well, that CIC may negotiate modifications to the project from what you originally proposed.

This recipient guidelines document provides you with some of the basics, including information on some of the changes that CIC has introduced to how it negotiates and how it will manage CAs under CFP 2012. Our goal is to prepare you for negotiations by providing you with background information, being transparent and consistent, simplifying processes while maintaining or strengthening accountability, and reducing burdens on you. Some terms that you will encounter in this document and in the negotiation process are described more fully in the Glossary that is included as Annex A. You can also refer to the *Funding Guidelines* document provided as part of the application process. And, of course, you can always seek clarification from the CIC Program Officer (PO) assigned to negotiate your CA. Should there be any conflict between material provided, the POs interpretation will be authoritative.

For those who have previously held a CA with CIC, you will notice several changes including:

- Revisions to the contribution agreement form and schedules
- Legal history and detailed budget requirements
- Use of a *flat rate* to calculate administration costs on claims
- Policy changes on holdbacks and advance payments
- Use of timesheets or shared cost allocation matrix for staff whose time is not used fully on CIC project
- Preparation time for language instructors
- Revisions concerning support services (e.g. child care, counselling, needs assessment)
- Valuating the cost of rent for owned property
- Introduction of LINC certificates for all LINC Program participants
- Introduction of the portfolio-based language assessment for the LINC Program
- New annual report form for community partnerships (e.g. Local Immigration Partnerships)

In the following sections each of these changes is described in some detail to aid your understanding as the negotiation process proceeds.

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<sup>&</sup>lt;sup>1</sup> The Manitoba CFP, launched in October 2012, now aligns with CFP 2012. Throughout the rest of this document, reference will be made only to CFP 2012 since the processes and tools apply equally to both initiatives.

## 2. Revisions to the Contribution Agreement Schedules and Forms

The CA negotiation and finalization process requires that you complete several forms and schedules. For ease of reference, these are included in Annex B. They are shared here **FOR INFORMATION ONLY** at this time. In addition, if you did not submit a detailed budget with your application, these will be required during negotiations. You will also need to complete the Legal History Form, if you have not already done so. Familiarize yourself with the contents of all these documents and, if required, consult your Program Officer for any clarification.

## 2.1 Contribution Agreement

Changes to the contribution agreement include new provisions affecting transfers of funds among categories and items, information about services in both official languages, and notification of changes to policies or staff that will affect the project. A number of other minor changes have been made to simplify language or eliminate outdated information.

#### 2.2 Schedule 1 - Statement of Planned Activities and Intended Results

There is a new clause encouraging recipients (you) to post any teaching related material on www.Tutela.ca. See section 7.2 for more information about the Tutela.ca requirement.

All contribution agreements now include a clause requiring provision of annual audited financial statements within 6 months of your fiscal year end.

## 2.3 Schedule 2 – Description of Eligible Costs

No action required on your part. Schedule 2 is completed by the PO based on detailed budget information you provide.

New this time around, the Administrative cost category is always calculated as a percentage of Delivery Costs. This percentage, the 'Negotiated Administrative Rate' or commonly referred to as the *flat rate*, is determined by dividing the estimated total administrative costs by the estimated total delivery costs. It will not normally exceed 15% of program delivery costs.

Delivery cost items and capital costs are presented using a drop-down menu on Schedule 2 and will be less detailed than in the past. As noted earlier, your PO will prepare Schedule 2.

Eligible GST/HST expenses are now explicitly included as a cost item for both delivery and capital costs.

## 2.4 Schedule 3 - Terms of Payment

The form includes new clauses related to requests for advance payments.

## 2.5 Schedule 4 - Supplementary Terms and Conditions

There is reference to iCARE (see Section 8.1) which is the data collection system that will be phased in to replace iCAMS and other systems, starting April 1, 2013. Recipients outside Ontario are to input data by the 5th working day of the following month (for example, data for May should be input by the 5<sup>th</sup> of June). Recipients in Ontario will continue to use HARTS according to the same schedule.

There is also a new clause addressing lobbying and advocacy. Your PO will determine whether or not it will be included in your agreement.

## 2.6 Forecast of Cash Flow Form

The Forecast of Cash Flow form (see Annex E) permits you to identify whether you are dealing with forecasts or 'actuals' in your claim. The form also shows standard line items for Delivery and Capital expenses.

There is a new drop down menu above the signature block that permits you to confirm that your organization is requesting an advance; refer to Section 4 above.

## 3. Management and Monitoring of the Contribution Agreement

The CIC PO assigned to negotiate your contribution agreement with you will inform you about requirements concerning:

- The frequency of payments and reporting;
- The frequency and types of monitoring (e.g. financial, activity, desk reviews, and on-site)
- Any requirement to have a compliance audit performed.

Should a compliance audit of your CA be required, this would be an eligible expense. In such cases recipients are to obtain quotes from independent accredited auditors (at least 2 recommended) for an independent assessment to provide assurance of a recipient's compliance with the terms of a Contribution Agreement.

## 4. Legal History Form

As part of its risk-based approach to managing Grants and Contributions, CIC requires that each recipient provide information pertaining to legal proceedings, both current as well as any that occurred over the past three (3) years. This legal history refers to legal proceedings against your organization, board members or employees, discharging responsibilities on your behalf.

The Legal History Form (Annex D) collects information on current legal proceedings against the applicant/funding recipient, or procedures that have taken place in the last 3 years, and in which the legal action was initiated *against* your organization, board members and/or its employees. Such action should not be interpreted as being restricted to dealings with CIC.

Please note this request for information does not include the collection of information on *potential* legal proceedings and/or personal legal proceedings against employees or Board members, where the legal proceeding is not in relation to your organization's operations.

Once fully completed and signed by a duly authorized representative of your organization, such as the Chairperson of the Board of Directors, Executive Director, Solicitor, the form should be returned to your CIC Program Officer. Please note that delays in or failure to complete and return this form may impact on concluding the negotiation of a Contribution Agreement with CIC.

## 5. The Budget

## 5.1 Information for Negotiations

You are required to provide detailed budget information that will be used to determine CIC's contribution to the project. The information will include wage or salary rates, administrative, delivery costs and capital costs. A sample budget template outlining the required level of detail required is included as Annex E. The detailed budget information will serve as the basis for presenting aggregated information on Schedule 2 and for your guidance in submitting claims.

Once costs are negotiated you will complete the Forecast of Cash Flow (Annex A) for the appropriate program, (Settlement or Resettlement), and will indicate if an advance payment is requested. The program officer will complete Schedule 2.

Once the project is underway you are required to either keep timesheets for staff who spend only a portion of their time on the CIC project or you may provide a salary shared cost allocation matrix which lists all employees working on the CIC project, their time devoted to the project, and time period covered. You must provide updated versions, if cost allocations change.

## 5.2 Flat Rate Calculation for Administrative Expenses

As noted earlier under Schedule 2, you will claim for administrative costs by applying a flat rate as a percentage of delivery costs. The flat rate is determined using budget information where total administrative costs are expressed as a percentage of total delivery costs.

In this example, where the contribution agreement is for \$1,000,000, with delivery expenses of \$860,000 and administration costs of \$103,200, the flat rate is 12%.

$$\frac{\text{Total Administration}}{\text{Total Delivery}} \quad \text{x 100\%} = \quad 12\%$$

Use of the flat rate eliminates the need for you to provide detailed descriptions of administrative costs with each claim or request for payment. This streamlines the preparation and the processing of claims allowing you and program officers to focus efforts on the more important program delivery and capital cost categories.

#### 5.3 Vacation Pay

Vacation pay and paid leave are eligible expenses. You may claim one <u>or</u> the other for each employee working on the CIC project for the proportion of time they work on it. You are to make the claim when the expense is paid.

## 5.4 Sick Leave

You may claim sick leave expenses when employees are paid for sick leave taken. CIC will not contribute toward payouts for sick leave that is not taken. There should be no extra costs due to sick leave other than situations where replacements are hired as language instructors or child care givers. Often these replacement costs can be absorbed through slippage. Long-term sick leave is not an eligible expense.

#### 5.5 Overtime

CIC will only cover and fund overtime in exceptional circumstances; the need for such cannot be determined in advance and therefore cannot part be the subject of negotiations. Overtime may be claimed as an eligible expense provided it is not incurred as a regular or recurring cost. 'Emergency' overtime may be eligible for a short period, if approved in advance by CIC.

## 5.6 Program Evaluation

Program evaluation is an eligible expense. Evaluations conducted by staff are included as a delivery salary expense. Evaluations by consultants are charged as Professional and Consultant Fees.

## 5.7 Preparation Time for Language Instructors

Language instructors require preparation time for each class. Your Program Officer will provide information on the applicable rate and protocol.

In some regions allowance for preparations is included within the salaries. Other regions pay for the additional preparation time.

New for 2013 contribution agreements, preparation time is also required to implement the portfolio-based language assessment (PBLA) for LINC projects. The PBLA will be phased in over the next three years and will require an amendment to multi-year CAs. The extra preparation time includes:

- 4 days during Year 1 to train lead teachers (LT); 1 LT per 10 teachers
- 5 hours a week for 1 semester in Year 1 (approximately 16 weeks) for LTs to continue distance training and implement PBLA in their classrooms
- 3 days in Year 2 to train LINC Coordinators and LTs to prepare for PBLA implementation and training of classroom teachers
- 4 days in Year 2 for non-lead teachers to be trained by LTs
- 5 hours a week in Year 2 and subsequent years for LTs to assist other teachers
- 8 hours per year for all teachers to administer PBLA
- 5 minutes preparation time per hour of instruction.

See Section 8.4 for more information.

## 5.8 MERCs and Benefits

You may claim the employer portion of costs associated with MERCs and other benefits such as dental plans, life insurance and pension plans. To qualify as eligible expenses, the other benefits must be available to all staff.

## 5.9 Other eligible costs

**Training and professional development** costs are eligible provided they relate to the activities and objectives of the project. Eligible costs include tuition, registration fees, costs to run professional development days, and salaries of participants. CIC does not cover costs for replacement employees hired to work during the training period for regular employees.

**Travel, accommodation and related costs** are eligible provided the costs relate to delivery of the project which may include travel for professional development, workshops, training and conferences. Travel must be within Canada. Costs for international travel are ineligible.

Delivery assistance tools and materials are eligible expenses. These may include:

- Costs for photocopying or printing material which relate directly to program delivery
- 'Language Companions' as will be required for all participants in LINC programs when the PBLA is phased in.

**Research costs** are eligible for projects that develop a policy or program as an outcome (i.e. indirect services) or for direct services projects. For these projects you are to provide a breakdown of employee costs, consultant costs, honoraria, printing costs and overhead costs.

**Workshops, field trips and conference**s are eligible. Field trips must be part of the curriculum, be undertaken <u>in lieu</u> of class time and involve practical application of what students are learning. Hospitality and honoraria are not eligible field trip costs. Honoraria are eligible for speakers at conferences or workshops. Hospitality expenses are permitted for meetings, receptions, workshops, and conferences.

There are limits to the amount that can be spent on hospitality, as your program officer will explain.

The following costs are ineligible

- Honoraria for CIC or your staff who present at conferences and workshops
- Purchase of alcoholic beverages or "illegal" substances
- Hospitality for staff functions, including xmas and/or any other religious celebrations
- Meals or refreshments for employees
- Hospitality for training courses or recurring/regular meetings.

**Publicity** is an eligible expense provided it relates to a particular CIC project and is not solely to promote you or your organization. It can include preparation of materials, purchase of promotional items and paid advertisements. If performed by a central unit it would be considered an administrative cost. If prepared by project staff, it is a delivery expense.

#### Professional and Consultant Fees can include:

- Services from subject matter experts, research consultants and third party evaluators
- Services to develop/set-up the computer infrastructure required for program delivery
- Services to develop publicity for a project.

Professionals and consultants are not employees. Therefore MERCs and other benefits do not apply

Copyright Fees related to approval of copying and printing of copyrighted materials are eligible

**Capital Costs** are eligible expenses and can include assets such as computers, furniture, and other tangible property, that is purchased or leased with the option to buy, costing in excess of \$1000. Some leasehold improvements are eligible as well as modifications to accommodate clients with physical or learning disabilities. Your PO can provide more information on this.

### **GST/HST**

CIC will reimburse GST/HST, less the federal and provincial tax rebates that you are entitled to receive. The claim form includes line items for GST/HST under Delivery and Capital cost categories. Note: If you are entitled to receive a tax rebate but do not apply for one, you cannot claim 100% of GST/HST paid on purchases.

## 5.10 Support Services

There are a number of changes to the support services for 2013. Support services, including child care expenses, are eligible to a maximum 20 per cent of the value of the contribution agreement.

## Settlement Program Client Transportation costs are eligible, including:

- Transportation costs like bus tickets or transportation tokens are eligible for clients who might otherwise have difficulty in attending settlement programming;
- Costs for taxis or to run vehicles where public transportation is unsuitable or not available;
   Car allowances, including car rentals, are not eligible.

## Resettlement Program Transportation Costs for RAP Clients within Canada are eligible from:

- The point of entry/the airport to temporary accommodation (commercial and reception house format) (G/L 59301 RAP Point of Entry Reception)
- Temporary to permanent accommodations, including costs of employees using their own vehicles to transport RAP clients seeking permanent accommodations (G/L 59030 RAP Transportation).

**Translation** costs are eligible for translation of written documents (e.g., birth and marriage certificates, educational transcripts, etc.) Translation should normally be between a client's language of origin and an official language. Use of accredited professionals for translation is preferred, but staff or volunteers are also acceptable.

#### **Interpretation** costs are eligible for:

- Oral interpretation service which is essential to a client's immediate needs (e.g., communication with your staff, other services, schools, etc.).
- Oral explanation of documents in the clients' native language.
- Translation for visually-impaired clients (e.g. Braille) and interpretation (e.g. American Sign Language) for clients to participate in programming and will be tracked via iCAMS/iCARE.
- Interpreters are usually 'cultural' interpreters who can both translate what the client says and provide information on cultural aspects which may be affecting understanding.

Interpretation must be between a client's language of origin and an official language. The use of accredited professionals for interpreters is preferred, but the use of staff and volunteers is acceptable.

**Provisions for Disability** are eligible to allow a client with a physical or learning disability to participate in CIC-funded Settlement programming. Costs may include:

- Provisions for equipment up to \$1,000
- Provisions for other things such as arrangements for people with a disability (e.g., Braille material and large print material)
- Interpretation costs to support communication between deaf or hearing-impaired clients and recipient staff.

Provisions and arrangements for items costing more than \$1,000 are considered capital expenditures. Refer to Capital Costs, above.

**Crisis Counselling** is eligible. Crisis counseling is different from the general counselling provided as part of information and orientation. Crisis counselling provides advice and support to clients encountering problems and crises while adjusting to life in Canada. It is a short-term service by staff that can include the identification of the client's needs and the determination of the appropriate type of service and/or resource for referral. This service should <u>not</u> include in-depth social or psychological counselling of a kind normally provided by health and social service systems. The ultimate objective is for you to bridge the client to appropriate mainstream services (e.g., professional counselling services, peer networks and support groups).

**Newcomer Assessment and Referral Services (NARS)** is central to CIC's efforts to enable newcomers to take a more active role in planning their settlement path. NARS include five main activities:

- Informing clients about why information is collected and how this information is protected.
- Encouraging newcomers to undergo a Primary Needs Assessment across a spectrum of settlement areas (e.g., housing, health, language, employment, etc).
- Developing settlement plans with your clients to summarize the results of the Primary Needs Assessment and present a roadmap detailing settlement objectives, specific needs, actions, referrals and timelines for each action.
- The needs assessments and settlement plans identify specific services to help newcomers settle in Canada. Services may be provided by recipients or by mainstream organizations that serve a broader segment of society.
- Once the assessment is complete you are required to enter data for each client in the NARS Module
  of iCARE (see Section 7.1, below). This data will be a key baseline to measure the outcomes of the
  Settlement and Resettlement Programs and to ensure that the programs remain responsive to the
  needs of newcomers.

You are encouraged to periodically reassess clients to determine whether their settlement needs have changed.

#### 6. Holdbacks

The holdback is the portion of the total contribution funding that is withheld until the recipient fulfills all obligations specified on Schedule 1 of the CA. The holdback may be 5%, 10% or 15% of the overall project budget and is withheld from the payment(s) for the final claim(s) of the project. Your PO will inform you of the holdback percentage which will be included on Schedule 3 of the CA.

## 7. Advance Payments

You may request advance payments under your CA with CIC. Requests are based on cash expenditure projections and demonstrated need. To request an advance, you must submit a *Forecast of Cash Flow* (see Annex E) detailing expenses by line item under the appropriate expenditure category for each month. The forecast must be linked to the project budget and to your immediate cash requirements that are crucial for you to realize project objectives. To qualify for consideration of advance payments, you must demonstrate that:

- your current working capital is not sufficient to provide the necessary cash flows to carry out the services:
- other sources of funds are not sufficient to allow you to deliver the services in advance of reimbursement for expenditures incurred; and
- advance payments are necessary and essential for achieving project objectives and, without CIC's advances, the success of the project or initiative could be compromised.

Where these conditions are met and you wish to receive an advance, you will need to use the *Forecast of Cash Flow* form and make the relevant selection in the line above the signature blocks, as indicated in Annex C.

The initial forecast you submit will match your CA budget. However, as you will eventually be reporting on <u>actual</u> costs and expenditures and identifying slippage, your forecasts will change. Subsequent advance payments are released only when you account for the previous advance – in part or fully - and, when necessary, you provide an updated *Forecast of Cash Flow*.

## 8. Settlement Program

#### 8.1 Introduction of iCARE

Through the Immigration Contribution Accountability Measurement System (iCAMS) and other data collection tools, CIC currently collects information on services provided to newcomers by Service Provider Organizations (SPOs). The Department is currently developing a new system called Immigration Contribution Agreement Reporting Environment (iCARE) to better align its reporting requirements with the Settlement Program design. The data collection mechanism and the scope of data collected will change from those used previously.

The first three modules - covering services delivered under Needs Assessment and Referral services (NARS), Information and Orientation services (I&O), and Employment-related services (ES) - will be introduced in April 2013. Information sessions on iCARE content are currently taking place and training on use of the system will be conducted in March through webinars. When you receive an invitation from CIC, you should sign-up and register for one of these sessions.

To ensure that organizations delivering the services identified above will have access to iCARE<sup>2</sup>, the current security, privacy and technical requirements will be outlined within the following documents which you will receive, including:

- Updated iCAMS/iCARE Security Manual your relevant staff will need to be familiar with its
  content
- Minimum IT, security and privacy requirements list you will need to complete this document
  and submit it to the iCARE team. Not all requirements need to be met immediately; however, you
  must indicate how and by when your organization plans to meet the outstanding requirements.
  Any systems upgrade to meet those requirements would be covered under the flat rate
  referenced earlier.
- **User registration forms** these will need to be completed for each user and sent to the iCARE team with a copy of a valid Police Criminal Records Check, or equivalent documents, completed within the last 10 years.
- **Privacy brochure** the Gathering Information pamphlet will have to be distributed to all clients prior to entering data into iCARE.

Detailed instructions on the iCARE registration process will be provided shortly in a separate communication.

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<sup>&</sup>lt;sup>2</sup> The remaining modules Language, Community Connections (CC), and Resettlement Assistance Program (RAP) will be phased in by the end of December 2013. For those components, organizations will continue to use existing systems.

## 8.2 Tutela

Tutela.ca is a national online repository and community for Canadian English as a Second Language (ESL) and French as a Second Language (FSL) professionals. It contains learning activities, worksheets, templates, teacher training resources, curriculum guidelines, policy and management documents, research papers and more. As a community, it offers interactive technologies to support ongoing collaboration and sharing among ESL/FSL professionals and builds community through special interest groups, a calendar of events, survey tools, postings of training/job opportunities, wikis and news feeds. Members access resources, connect and collaborate with like-minded ESL and FSL professionals, and expand their personal learning networks through public forums and special interest groups.

All organizations providing language training should have their teachers become active members of the "*Tutela*" community. If you develop teaching materials (e.g. curriculum, classroom resources, teaching tools, best practice guides, etc.) as part of an agreement, you are encouraged to upload these materials to the site. As a general rule, materials developed as part of an agreement should be made available through Tutela.ca, in a manner that allows them to be modified, adapted and translated for use by the Tutela.ca community. Standard-setting and similar types of documents can be shared on Tutela.ca in a manner that allows the community to make use of them, but prevents modification. Membership information is available at www.tutela.ca.

## 8.3 Introduction of LINC Certificates for all LINC Program Participants

Changes to *Citizenship Regulations* have been approved requiring applicants for citizenship to demonstrate evidence of speaking and listening proficiency at Canadian Language Benchmarks/Niveaux de compétence linguistique canadiens (CLB/NCLC) level 4. The regulations require Language Instruction for Newcomers to Canada/Cours de langue pour les immigrants au Canada (LINC/CLIC) recipients to issue language certificates to all their students. These new language certificates issued by organizations that offer LINC/CLIC training are among the preferred indicators of language proficiency.

LINC providers are to give certificates for learners at <u>all</u> levels of LINC/CLIC at the end of each term following the assessments by their language instructors. The certificates include scores based on CLB/NCLC indicating their ability in reading, listening, speaking and writing skills.

Organizations in the Eastern and Western regions will directly print and issue certificates to learners at all levels (Literacy to CLB/NCLC 8) upon completion of a CLB/NCLC level in at least one of the four skills.

The certificates are available on the <u>www.tutela.ca</u> web site. Teachers will determine when a learner has completed a level and should receive a certificate. In Ontario, the central information management system will automatically forward LINC certificates to you for your students.

## 8.4 Introduction of the Portfolio-Based Language Assessment for the LINC Program

The portfolio-based language assessment (PBLA) is being phased-in over the next three years to become a standard feature of LINC/ CLIC classes. The PBLA will improve CIC's ability to analyze and report on LINC/CLIC program performance while also raising teachers to a common standard of practice.

The PBLA is being introduced in two phases starting with training and implementation of lead teachers in Year 1; in Year 2, lead teachers will introduce it to their colleagues. There are additional time requirements associated with training and administering the PBLA, as noted above in the Salaries section. There are also costs associated with providing each LINC/CLIC participant with the 'Language Companion' which costs \$10-\$15 each but the Department has not yet determined how they will be managed.

## 8.5 New Annual Performance Report for Community Partnerships

The Annual Performance Report for community partnerships is a component of the performance management strategy for the Settlement Program. It is intended for recipients providing indirect services through community partnerships (e.g Local Immigration Partnerships, Francophone Immigration Networks, sector-specific partnerships such as TRIEC). Program officers will provide copies of this report form for completion.

## 8.6 Local Immigration Partnerships

Local Immigration Partnerships (LIPs) are community-based partnerships that:

- Establish an inclusive partnership council and create terms of reference for how the group will function and what it will do
- Conduct research on newcomers' needs and the community's assets and gaps
- Establish a local settlement strategy identifying key priorities established through analysis of research
- Develop an annual action plan that presents concrete activities to address local priorities, and
- Implement the action plans.

Contribution agreements highlight the requirement for LIPs to seek additional funding from other sources to demonstrate stakeholder commitment. LIPs are also to report on outcomes by completing the Annual Performance Report as noted earlier. For more information on LIPs please go to the <a href="Pathways to Prosperity web site">Pathways to Prosperity web site</a>.

#### 8.7 Settlement Information Renewal Exercise

As part of its Settlement Information Renewal Exercise (SIRE), CIC offers information on 16 key settlement topics as well as references to government-funded programs and services. You may use this content in your programming and service delivery, for promotion publicity and associated purposes.

#### **TERMS OF RELEVANCE**

**Accredited Services (pertaining to translation and interpretation):** Services provided by an authorized or officially recognized individual or organization. If in doubt, check with your Program Officer.

**Action Plan:** Periodic report prepared by funding recipient to detail progress towards achieving goals and outputs/outcomes as stated in the Schedule 1. It also describes the intended activities for the remainder of the fiscal year/life of agreement aimed at successful achievement of same.

**Activity Monitoring:** A CIC-initiated process for ensuring that the activities outlined in the agreement are taking place and are in keeping with the program objectives and outcomes (e.g. activity progress, milestones and participant progress); see also *monitoring* and *financial monitoring*.

**Activity Summaries:** Statistical and/or narrative report that is submitted with the *Claim for Reimbursement* and detailing program functions, clients served, etc. that have occurred during the period for which payment is being requested. The term "activity" refers to an operation or work process performed by the recipient and which leads to an output.

Administrative Expenses: Operating expenses that an organization incurs but which are not directly tied to a specific project or activity. These expenses are related to the organization as a whole and are generally fixed in nature and therefore will be incurred regardless of projects/programming. Examples of administrative costs include: administrative-type salary and professional services (e.g. executive director, bookkeeper, clerical support, legal services, audit fees), bank charges, security costs, rent, office supplies, printing and photocopying, Internet access, etc.

**Advance Payment:** Advance payments are payments made prior to the recipient performing the activities specified in the contribution agreement. Advances are granted when a recipient requests such and confirms that it is essential to achieving project objectives.

**Agreement (or Contribution Agreement):** Previously referred to as Articles but now commonly used to refer to the Contribution Agreement **plus** and Schedules 1 to 4 in totality. It is a signed document (by the recipient and an authorized CIC official) constituting a binding agreement between the two parties with respect to transfer payments for the provision of goods or services to a third party.

**Annual Performance Report:** A report prepared by the recipient at the end of each fiscal year of funding. It summarizes activities and deliverables for the fiscal year that has just concluded and is to be submitted to CIC in support of the final *Claim for Reimbursement* for the fiscal year.

**Bank Charges:** All charges and fees made by a bank to their customers. These charges include monthly charges for the provision of an account, charges for specific transactions, interest in respect of overdrafts, etc.

**Budget:** A detailed estimate of the recipient's revenues and expenses designed to provide a plan for, and control over, future operations.

**Capacity Building:** Increasing the skills and abilities of individuals, groups and organizations to plan, undertake and manage initiatives such as projects and programs. It also enhances the recipient's capacity to organize these ventures, to keep them running, and to effectively deal with future issues and/or problems.

Capital assets or capital expenditures: Costs that the Recipient expects to incur and pay for capital assets purchased or leased (with option to buy and there is reasonable assurance that the lessee will obtain ownership at the end of the lease terms), 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. Under the 'whole asset approach', any assets costing more than \$1,000 should be included in the capital category, including:

- Multiple items of one kind, even if less than \$1,000 individually (e.g., desks,tables and chairs for classes);
- Components or, items that work together to make a whole even if each item taken individually
  costs less than \$1,000 (e.g., computer, printer, screen, and keyboard).

Cash Flow Forecast (see Forecast of Cash Flow)

#### Child Care/Care for Newcomer Children:

Long term (4 weeks or more) or short term (less than 4 weeks) care for children of eligible clients provided during the delivery of direct CIC funded programming (e.g. assessment, language classes). This care is different from licensed daycare because the parents are onsite with their children.

Compliance Audit (also referred to as Recipient Audit): An independent assessment to provide assurance of a recipient's compliance with the terms of a contribution agreement. Such an audit may address any or all financial as well as non-financial aspects of the CA and are intended to support monitoring and overall management of a contribution agreement.

**Copyrighted/non-copyrighted material:** "Copyright" means "the right to copy." In general, only the copyright owner, often the creator of the work, is allowed to produce or reproduce the work or to permit anyone else to do so. Non-copyright material is that which is not prohibited from unauthorized reproduction. Copyright fees are generally eligible expenses.

**Crisis counseling:** Crisis Counseling provides advice and support to clients encountering problems and crises while adjusting to life in Canada and it assists them in the resolution of these difficulties. It is different from general counselling provided as information and orientation. It is a short-term service and should not include in-depth social or psychological counselling of a kind normally provided by existing health and social service systems. The ultimate objective is for the recipient to successfully bridge the client to appropriate mainstream services (e.g., professional counseling services, peer networks and support groups).

**Cultural interpreters:** Interpreters used in the Settlement or Resettlement context are usually "cultural" interpreters, that is, they are permitted to not only translate what the client has said but are also to provide information on cultural aspects which may be affecting understanding of a subject.

**Daily Total (meals & incidentals):** Your program officer will confirm what are eligible and acceptable limits to ensure that they align with the Treasury Board of Canada's <u>Travel Directive and Special Travel Authorities.</u>

**Deliverable(s):** Deliverables are products (e.g. reports, publications, classes) that recipients commit to complete during the course of a project. Your CA would set out various deliverables that you, as a funding recipient, are expected to achieve and report on during the course of the project.

**Direct services:** Projects or services which involve a direct intervention (generally in-person or face-to-face) with an eligible newcomer client. See also *Funding Guidelines* p. 12.

Eligible clients: Refer to specifics in the Contribution Agreement, form IMM5252 (attached)

**Eligible costs/expenses:** These are detailed in the *Funding Guidelines* document issued in the context of the CFP 2012 application process. The final listing for your CA will be included in the Schedule 2.

**Financial Statement Audit:** Independent audit performed by auditors to provide an opinion on an organization's financial statements. It is different from a compliance audit in that it does not indicate if the costs claimed by the recipient are in compliance with a particular CA; see also *compliance audit*.

**Financial monitor:** Monitoring conducted to verify that funds are spent as per the agreement and that financial systems and practices are in place to manage and control agreement funds; see also *monitor* and *activity monitor*.

Financial reporting: Financial reporting includes:

- 1. The Forecast of Cash Flow which presents projected administration, delivery and capital costs by fiscal year
- 2. The *Claim for Reimbursement* is an itemized list of expenditures based on the Schedule 2 cost categories. It may be submitted with an updated Forecast of Cash Flow, if applicable
- 3. Final *Financial Report* details all actual revenues and expenses for the entire project, audited or not (based on CA requirements).

Flat rate: see Negotiated Administrative Rate

**Forecast of Cash Flow:** A financial management tool used to show both projected expenditures on a monthly basis for each fiscal year and actual expenditures as the project progresses. It aids analysis to assess whether expenditures are in line with forecasts during the project period. Updated Forecasts of Cash Flow are required when there are variances of +/- 15% of total costs for a period, or upon request by CIC.

**Generally Accepted Accounting Principles (GAAP):** In Canada, accounting principles are established by the Canadian Institute of Chartered Accountants (CICA) and provide the framework of broad guidelines, conventions, rules and procedures of accounting in order to communicate and present financial information.

Goods and Services Tax (GST) and Harmonized Sales Tax (HST): It is the responsibility of recipients who are entitled to reimbursement of a portion of taxes paid to apply to the Canada Revenue Agency (CRA) for a GST or HST rebate. Recipients should provide CIC with confirmation of the rebate. If the rebate is less than one hundred percent, the portion not included in the rebate is an eligible non-salary cost. CIC will not pay claims or reimburse other expenditures from the recipient after the final claim has been processed.

**Holdback:** A portion of a total contribution payment which is withheld until the recipient has fulfilled all of obligations, as specified in the contribution agreement. The holdback percentage is determined based on an assessment of level of risk.

**Honoraria/Honorarium:** A payment made to a person for their services in a volunteer capacity or for services that are rendered nominally without charge.

Hospitality Hospitality expenses can include meals (i.e. food and non-alcoholic beverages offered as breakfast, lunch and dinner), refreshments (i.e., snacks and/or non-alcoholic beverages served between meals), in conjunction with meetings, receptions, workshops, conferences, youth events that are longer than an hour or two, graduation ceremonies (e.g. beverage and light snack), and occasions when it is not reasonable for clients to provide their own refreshments (e.g. no access to fridge, no opportunity to go out and purchase at reasonable cost) and it is deemed necessary to deliver the service effectively. Your Program Officer will confirm what is eligible and acceptable and will ensure that these align with Treasury Board of Canada directives.

**iCAMS/iCARE** These are online systems designed to collect and store client and program-based data relating to the use of settlement and resettlement assistance services. Recipients collect these data from clients and provide them to CIC to enable the Department to manage program planning and funding, determine how recipients are performing, as well as, identify areas where improvements can be made to settlement and resettlement programs.

**In-kind contributions:** Resources provided by either the recipient or another organization that are integral to the operation of the proposed project/activity (e.g. use of space, equipment, salary) and do not require any reimbursement for their use. In-kind contributions are not eligible for reimbursement.

**Indirect services:** Activities undertaken by organizations to strengthen the settlement sector and improve and/or enhance settlement or resettlement assistance program-related services (e.g. workshops, conferences, seminars, publications, research, curriculum development, publicity); see also *Funding Guidelines*, p.7.

**Interim report/periodic report:** The Contribution Agreement requires that all recipients report on the activities and results of their project. Such reports are intended to help CIC determine whether expected results are being achieved by measuring progress during project implementation, or within the duration of program funding.

**Interpretation:** Oral translation from the client's language of origin into either official language for <u>immediate and essential settlement needs.</u>

#### **Itinerant Services:**

Settlement services offered to clients at locations other than those operated by the reporting agency/recipient.

## Lease agreement:

A contractual/legal document that indicates the specific terms of agreement between an owner (lessor) and tenant (lessee) that are agreed to by both parties, for the use of an asset (e.g., property, photocopier).

Leasehold improvements: Leasehold improvements (not applicable to the owner/landlord of a building) are modifications to an existing property that are durable (i.e., lasting more than one year) and revert, in principle, to the landlord or the owner at the end of the agreement. They improve a property beyond its original condition and are normally not readily removable. Examples include the installation of walls, doors, built-in cabinets and ceilings, as well as devices for eligible clients with disabilities. It does not include the cost to construct a building. Maximum amounts payable for capital expenditures apply.

**Line Item:** Refers to the program's eligible expenditures displayed in the drop-down menus in Schedule 2 of the CA. The line items are grouped under cost categories. Within the Program Delivery cost category, there is a drop down list of 17 line items (e.g. salaries, wages and benefits; training and professional development; etc.) and 2 line items within the Capital cost category (capital expenditures and eligible GST/HST).

Mandatory Employment Related Costs (MERCs): MERCs are costs that employers are required to pay based on federal or provincial/territorial laws. MERCs under the federal law include employment insurance (EI) and Canada Pension Plan (CPP).

**Monitoring:** Activities undertaken to control the risk related to a recipient and to ensure compliance with the obligations and performance objectives in a contribution agreement. It includes reviewing project activities and finances in order to ensure: public funds are spent for the intended purpose; expenditures claimed are eligible and allowable; agreed-upon services/activities are being undertaken; and, the agreement and program terms and conditions are being met. (See also Financial Monitor)

**Negotiated Administrative Rate (Flat Rate):** The negotiated administrative rate is determined by calculating total eligible administrative costs as a percentage of total eligible program/project delivery costs. The maximum rate is 15 per cent. Calculations are based on figures included in the annual Forecasts of Cash Flow.

**Outcome(s):** The term "outcome" refers to an external consequence attributable in some fashion to a project or initiative that is considered significant in relation to the project. The outcomes or results are the effects of the outputs on stakeholders such as raised awareness and understanding of issues, increased ability in speaking/reading/writing/listening, better economic conditions, etc. They can be short, medium or long term.

**Outputs:** Refers to direct products or services stemming from the activities of a project or initiative, and delivered to a target group or population. These typically provide evidence that the activities have occurred. The work done usually produces something tangible such as clients served, jobs created, conferences held, books published, etc..

**Overhead costs: Overhead** generally includes costs incurred by an entity that cannot be directly attributable to outputs (goods or services). Such costs may include such items as management salaries, finance and administrative costs, human resource management costs, informatics costs, etc.

Paid Leave (see also Vacation Pay): Paid leave represents vacation time earned by employees as they work.

**Payroll charges:** Fees charged by financial institution or payroll service for the preparation and filing of the payroll.

**Performance indicator:** A benchmark used to measure the extent, quality or quantity of a result produced. It is indicative of the size, amount or degree of progress towards the result.

**Police record checks:** Under the *Criminal Records Review Act*, individuals working with children or vulnerable adults and who have unsupervised access to children or vulnerable adults must authorize a Criminal Record Check for their employer or authorized organization.

**Profit margins:** For CIC grants and contribution purposes, profit margin is the difference between the cost of a good or service incurred by the recipient and the amount claimed for it where the claimed amount exceeds the cost to produce the good or service.

**Program Delivery:** Program delivery costs include all costs directly related to the delivery of the program/activity offered by an organization. Examples include salaries and wages for language instructors, rent for classrooms, computer labs for students, materials for training.

Progress Payment: (see Reimbursement)

**Promotional items:** Items used in marketing and communication that are given out by the recipient to promote specific programs or services.

**Provisions for disabled/disabilities:** Provisions for disabled/disabilities are costs incurred to allow a client with a physical or learning disability to participate in CIC-funded Settlement programming. These costs can be capital in nature (e.g., items over \$1,000 such as special equipment or furniture, ramps, and/or other features to make buildings and premises more accessible) or non-capital in nature (e.g., items up to \$1,000 such as Braille material, large print readers).

**Reimbursement:** A reimbursement is a payment by CIC for eligible expenses incurred by a recipient for goods and services used to deliver the project. Recipients submit a Claim for Reimbursement.

**Rent:** Rent is a periodic payment from a tenant to a landlord for use of space. Rent may include utilities, parking, maintenance and other related costs as detailed in a rental agreement.

**Risk assessment:** Overall process of estimating likelihood (chance, probability) and impact (consequence) of a risk event and assigning a magnitude to it. Risk assessment also includes consideration of the costs and benefits of measures for managing risk as well as the needs, issues and concerns of stakeholders. Risk assessment involves an analysis to evaluate the recipient, the proposal, the planned activities and the budget against a set of established criteria. The purpose is to minimize the kinds/levels of risk that are acceptable, in light of the expected program results. When negotiating a CA, CIC uses its risk assessment to determine the degree of monitoring and payment frequency that will be put in place.

**Salary:** (see also Wages) Usually refers to a base rate of pay that is not hourly, but is usually a weekly, monthly or annual amount. It is commonly used for upper level or management positions where it is common for hours worked to fluctuate or vary. Often details of salary amount, hours of work and other forms of compensation are included in an offer of employment or employment contract between the organization and individual.

**Stacking:** When projects undertaken by an organization receive support from other sources (e.g., through multiple agreements), it is known as "stacking". Total assistance from all sources (e.g., federal, provincial or municipal governments, private organizations, the recipient itself) shall be a maximum of 100% of eligible project costs. This includes grants, contributions and in-kind contributions made to the project. If the actual assistance exceeds this limit, the amount exceeding must be repaid. In order to verify the stacking of assistance, the organization must disclose to CIC any confirmed or potential sources of project funding and/or in-kind assistance prior to, and during the life of the agreement.

**Subscriptions:** Costs for magazines or other periodicals that are expressly for the use of eligible clients while receiving CIC funded programming.

**Support and Enabling Services:** These are supporting activities aimed at removing barriers to client participation in receiving direct settlement services. They include: child care, transportation assistance, translation & interpretation and may also include crisis counseling and provisions for the disabled.

**Terms and Conditions (of the CA):** These are the elements agreed to by the recipient under the CA negotiated with CIC.

**Translation:** Translation of written documents from the client's language of origin into either official language for the purpose of addressing immediate and essential settlement needs.

**Transportation:** Public transportation, such as city-run bus service, for clients to be able to access services. Taxi fare or car service may also be eligible if public transportation is unavailable or deemed unsuitable. Transportation costs can also include rail or air carrier expenses for recipient staff to attend mandatory training or workshops that are not available within their own area.

**Tutela:** <u>Tutela.ca</u> is a national online repository and community for Canadian English as a Second Language (ESL) and French as a Second Language (FSL) professionals.

**Vacation pay (See also Paid Leave):** Vacation pay is expressed as a percentage of the wages or salary, which is paid to the employee every pay period *OR* as a lump sum payout annually.

Value for money: The extent to which a program demonstrates relevance and performance. Relevance is achieved by addressing a demonstrable need, being appropriate to the department and being responsive to the needs of Canadians. Performance is achieved by using taxpayer resources well, producing program outputs in an affordable manner, and achieving outcomes consistent with program objectives.

**Wages:** Usually refers to an hourly rate of pay. Total wages for a pay period are calculated as hourly rate of pay x number of hours worked within pay period (weekly or bi-weekly are the most common pay period types).

Youth: Individuals aged 15 years to 24 years.

## CONTRIBUTION AGREEMENT AND SAMPLE SCHEDULES

	TRIBUTION AGREEMENT	
		OFFICE USE
Betwe	en: Her Majesty the Queen in right of Canada, as represented by the	100 File number
	Minister of Citizenship, immigration and Multiculturalism	101 Criginal Amendment
	(hereinafter referred to as the "Department")	102 Amendment number
	+ (address)	
	and	
	(hereinafter referred to as the "Recipient")	
	+ (address)	
	as the Reciplent wishes to provide services to eligible clients under the (chec settlement Program	k appropriate box):
	Resettlement Assistance Program (RAP)	
and ha	as applied to the Department for funding under the said Program;	
and th	e Department wishes to provide a contribution to the Recipient to assist it in o	amina auf
		arrying out
such s	ervices;	anying out
		arrying out
	ervices;	arrying out
the De	ervices; partment and the Recipient undertake and agree as follows:	Issued pursuant to its provision between the Department and t
the De	ervices; spartment and the Recipient undertake and agree as follows:  AGREEMENT  This Agreement, including the attached Schedules, any written instructions and any subsequent amendments thereto, constitute the entire Agreement Recipient, and supersedes all previous documents, negotiations, understan	Issued pursuant to its provision between the Department and t
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the De 1.0 1.1	partment and the Recipient undertake and agree as follows:  AGREEMENT  This Agreement, including the attached Schedules, any written instructions and any subsequent amendments thereto, constitute the entire Agreement Recipient, and supersedes all previous documents, negotiations, understants subject matter.  The Contribution Agreement; Schedule 1, entitled Statement of Planned Activities and Intended Research Schedule 2, entitled Description of Eligible Costs; Schedule 3, entitled Terms of Payments; Schedule 4, entitled Supplementary Terms and Conditions  INTERPRETATION In this Agreement, unless otherwise defined herein:	Issued pursuant to its provision between the Department and t dings and undertakings related sults;
the De 1.0 1.1	partment and the Recipient undertake and agree as follows:  AGREEMENT  This Agreement, including the attached Schedules, any written instructions and any subsequent amendments thereto, constitute the entire Agreement Recipient, and supersedes all previous documents, negotiations, understants subject matter.  The Contribution Agreement; Schedule 1, entitled Statement of Planned Activities and Intended Resiphedule 2, entitled Description of Eligible Costs; Schedule 3, entitled Terms of Payments; Schedule 4, entitled Supplementary Terms and Conditions  INTERPRETATION	Issued pursuant to its provision between the Department and t dings and undertakings related sults;

- 2.3 "Eligible costs" means the costs described in Schedule 2 required by the Recipient to provide services which are:
  - incurred and paid by the Recipient in relation to the services during the funding period, or during the A١ 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:

- Costs associated with validating credentials of eligible clients are not eligible; and Profit is neither a "cost" nor an "expense" and therefore may not be included as an eligible IÍ) 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 ferm), 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:
  - For the Settlement Program:
    - Permanent Residents of Canada who have not become Canadian citizens;
    - Protected persons as defined in Section 95 of the Immigration and Refugee Protection Act IÍ)
    - 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;
    - Live-in Caregivers V)
      - Applicants overseas who have been informed, by a letter of confirmation from a) Citizenship and immigration Canada, of the approval of their temporary work permit are eligible to receive services under the Canadian Orientation Abroad (COA) Initiative.
      - Applicants in Canada and in possession of a temporary work permit issued under b) the Live-in Caregiver Program are eligible for all settlement services with the exception of language training.

#### Restrictions:

- 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 1) territory;
- Temporary workers, including those nominated under Provincial Nominee Programs, are not 2) eligible for CIC Settlement Program Services except for those accepted under the Live-In Caregiver Program and those described in A) III) above.
- В١ For the Resettlement Assistance Program:

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

- Government-Assisted Refugees (GARs), including Joint Assisted Sponsored (JAS) refugees; I) II)
- Privately Sponsored Refugees (PSR) Including Visa Office Referred (VOR) clients (primarily Port of Entry Services);
- Other groups admitted under a public policy established by the Minister and deemed eligible for RAP; III)
- Eligible resettled refugees arriving on temp resident permit (e.g. Urgent Protection Cases); IV) and
- One-Year Window (OYW) arrivals.
- "Care for Newcomer Children" means unilcensed childcare that is provided to the children of eligible CIC 26 clients while they attend short term and/or long term settlement services.
- For the Resettlement Assistance Program, "temporary accommodation" means any form of accommodation, 2.7 as deemed suitable by the Department, provided to house and shelter eligible RAP clients following their amtval in Canada.
- 28 "Funding period" means the period specified in Schedule 2 in the section entitled Duration of Activity /
- 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
  - allowable expenditures for the provision of the services.
- A) The total maximum contribution identified in Schedule 2 shall not be exceeded without an amendment.
  - New line items (within existing cost categories) shall not be added to Schedule 2 without an amendment.
  - C) Amendments will also be required for:
    - 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;
    - 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
    - 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:
    - 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 times without the prior written approval of the Department, under the following conditions only:
    - 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
    - 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:
  - 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 adh	ere to the following Official Language requirements:
	-	<ul> <li>to inform eligible clients of services available in the client's official language through other organizations;</li> </ul>
		<ul> <li>to organize activities, projects, and programs to forge ties between the two official language communities;</li> </ul>
		<ul> <li>to annually consult with francophone minority communities about settlement and re-settlement programming as determined appropriate by the Department;</li> </ul>
	_	<ul> <li>b) to offer services in both official languages based on an assessment of needs by the Department;</li> <li>This will include:</li> </ul>
		<ol> <li>Provision of equal quality services for the general public in both official languages, and for individuals in the language of their choice; and</li> <li>Making the public aware of services through greetings, recorded messages, announcements, broadcasts, signs, documents and other means of communication.</li> </ol>
		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
	□ F	case may require;  F) the Department has deemed that the requirements under this section (5.4) are not applicable.
5.5	require authori capital	vide the services in accordance with all applicable laws, by-laws, regulations, guidelines and ments and, prior to the commencement of the services, to obtain such permits, licences, consents, zations and insurance coverage (including Directors' liability insurance and replacement insurance for assets) as may be required to carry out those services;
5.6	To ens	ure 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) C)	are fully informed about the management and operations of the Recipient; and are familiar with the principles of Board governance.
5.7 5.8	Where	form to the reporting requirements found in section 6.0 for each Agreement it has with the Department; contribution agreements include provision of funds for Care for Newcomer Children services or e services:
	A)	Where dependent children receive such services on the same premises in which their parent(s) / guardian(s) receive Settiement 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		ecipient shall notify the Department in writing within 14 days of any staff changes that relate to the ement of this Agreement, as well as of any changes in the membership on the Board of Directors;
5.10	this agr	ecipient shall notify the Department in writing of any changes to organizational policies which impact reement (e.g. Human resources, financial administration). Should any changes to such policies occur the course of the Agreement, the Recipient shall provide the Department with a copy of the amended within 14 days of the change; and
5.11		special training needs of participants with disabilities have been identified, the Recipient shall submit Department for consideration a rationale and a budget for the cost of such enhancements.
6.0		RAM MONITORING INFORMATION AND REPORTING REQUIREMENTS
		r to fulfill the Department's Information, management and accountability requirements, the Recipient 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:
		<ol> <li>Immigration identification number (eight-digit numeric Client ID number; IMM 5292, IMM 5509, or IMM 5688 number; Temporary Resident Permit number; Ministerial Permit number);</li> </ol>
		II) sumame; III) given name(s); and Iv) date of birth.

- 62 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
  - 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 B١
- 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 6.3 results, which are satisfactory to the Department in scope, detail, format and frequency; and which contain the following:

General requirements for all programs:

- 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:
- statistical data as the Department may, from time to time, specify in writing; and, any additional reporting requirements identified in Schedule 1 or 4.
- Dή

Requirements specific to RAP A – direct services:

- the number of hours of each RAP service provided to each eligible client;
- Βĺ the names, and the Record of Permanent Residence numbers, or the Temporary Residence Permit numbers of clients to whom RAP services were provided.
- The Recipient shall complete an annual project performance reporting exercise. The template will be 6.4 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:
  - A١ 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:
  - Make available proper facilities for any such inspection, audit and monitoring by representatives of B) the Department:
  - With respect to the books and records described in 6.1, 6.2 and 6.3 the Recipient must show C) evidence of a documented disposition procedure for CIC approval and provide any other information that may be required; and
  - Send copies of the records referred to in section 6.1(B) to the Department, at such intervals, in such D) format and by such means as the Department may specify, for use in monitoring and evaluating the services.
- During the entire term of the Agreement, and for greater certainty further to section 6.1(B), the Recipient shall 6.6 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 infernet-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 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
  - a final progress report which contains the following: B١
    - an assessment of overall progress made against planned activities and intended outputs and I) 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:
    - IID an overall assessment of successes, obstacles and opportunities encountered by the Recipient in providing the programming/service(s); and
    - reports on the actions taken to meet Official Languages obligations as identified in IV) 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:
    - display the pamphiet that explains the purpose and privacy implications of collecting client's information:
    - keep the pamphiet in sufficient quantities in a location visible to all clients for their easy access:
    - If the client is litterate, verbally transmit in a summary way, within the capacity of the Recipient, the contents of the pamphlet;
    - for clients preferring to read the pamphiet in a non-official language, make the translation of the pamphiet available to these clients, as far as reasonably possible; and
    - 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:
  - The Recipient becomes bankrupt or insolvent, is placed in receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors.
  - 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.
  - The Recipient has submitted false, misleading, or inaccurate information to the Department.
  - In the opinion of the Department, the Recipient has falled to provide the services in an acceptable manner.
  - 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:
  - by written notice to the Recipient in the event of default, immediately suspend any obligation A) 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:
  - the Recipient shall dispose of assets as outlined in section 11.0 of this Agreement: and
  - A) 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

- 91 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 coventurer. The Recipient is in no way authorized to make a promise, agreement or contract on behalf of the Department.
- More specifically, the Recipient shall indemnify and save harmless the Department from and against all 9.2 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:
  - non-payment by the Recipient of debts, loans, capital leases or other obligations to third A) 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;
  - any loss or damage to property caused or alleged to be caused by the Recipient or its C) servants or agents in carrying out the services;
  - D) any settlement for wrongful dismissal by the Recipient; and
  - Εĺ 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.
- As soon as the existence of a claim from a third party as described in section 9.2(E) is made known to the 9.3 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.
- Where the Recipient is an unincorporated association, it is understood and agreed by the persons signing 9.4 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:
  - use a fair process in obtaining price quotes from prospective contractors;
  - B) ensure value for money;
  - retain, and readily provide to the Department on request, copies of all contracts with third parties; and C)
  - maintain accurate records of all transactions with third parties, and provide the Department with D) reasonable access to these records:
    - during the entire term of the Agreement, and
    - IÍ) 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:
  - 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;
  - The third party must make available invoices, receipts, cancelled cheques, vouchers, supporting B) documents, books and records to the Department's representatives for inspection and audit.
  - 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

- "intellectual Property Right" means any intellectual property right recognized by the law, including any 10.1 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.
- Where the production of the work has been funded, in whole or in part, by the contribution made by the 10.4 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:
  - warrants that the work shall not infringe on the copyrights, trademarks or proprietary rights of others;
  - A) 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
  - 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.
- If the Recipient is involved, either in or out of court, in a claim by a third party relating to the infringement of 10.6 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:
- That an inventory of capital assets purchased with Department funds (or purchased with Insurance funds, 11.2 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;
- 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 11.3
- That at the termination of the Agreement, and ending of the funding relationship between the Department 11.4 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:
  - be sold, at fair market value, and that the revenue be applied to eligible project costs, which may no A) longer be claimed for reimbursement;
  - be furned over to a registered charitable organization; assigned to another organization (as approved B) by the Department); or
  - be retained by the Agreement holder. C)

#### 12.0 GENERAL

- 12.1 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original
- The terms of this Agreement take effect as of the date the Agreement is signed by the last of the two parties 12.2 to do so
- 12.3 This Agreement is binding on the Parties and their successors and permitted assigns.
- This Agreement may be amended with the mutual consent of the Recipient and the Department. To be valid, 12.4 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.

- - 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:
  - In the case of The Department to: [Insert contact and address here]
  - In the case of the Recipient to: [Insert contact and address here]
  - 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:
  - 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
  - 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:
  - 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
  - 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	Recipient		
Name (Print)	Name (Print)		
Position	Position		
Signature Y M D	Signature Y M D		
Date	Date		
The Department			
Name (Print)	Position		
	Y M D		
Signature	Dale		

#### **ANNEX B**

	Integration Programs - Schedule 1 Statement of Planned Activities and Intended Results			
Γ	☐ Settlement Program		OFFICE USE	
		100	FILE NUMBER	
	Resettlement Program - Direct Services			
	Resettlement Program – Indirect Services	101	1. ORIGINAL 2. AMENDMENT	
		102	AMENDMENT NUMBER	
	1 NAME OF RECIPIENT			
ı	STATEMENT OF PLANNED ACTIVITIES AND INTENDED RESULTS			

#### PROJECT DESCRIPTION AND OBJECTIVE(S):

Provide a brief overview of the project or initiative and clearly state the overall goal or purpose of the Agreement (i.e. the problem to be solved).

#### PLANNED ACTIVITIES:

Provide details on the primary actions to be taken in order to accomplish the stated Agreement objective(s), (e.g. training, counselling, research, direct service delivery).

#### EXPECTED PROJECT OUTPUTS/TARGETS:

Detail the direct products and services (e.g. tools; reports; brochures; curricula; needs assessments; orientations) to be generated through completion of activities, and associated performance indicators, if applicable.

## EXPECTED PROJECT OUTCOMES:

Detail the expected benefits and/or changes for clients and/or communities as a result of the project (e.g. increased awareness; new or improved skills; modified behaviour). Include performance indicators, if applicable.

## REPORTING:

The Recipient agrees to submit to the department (add or delete as appropriate):

#### FORECAST OF CASH FLOW

The Department may request submission of a revised cash flow for the project.

## CLAIMS

Claims for reimbursement of eligible costs that support the achievement of objectives shall be submitted
by the Recipient on a MONTHLY/QUARTERLY/SEMI-ANNUAL (please select one) basis and shall be
accompanied by a progress report on the actual achievements of the project against planned activities and
expected results identified in Schedule 1. This report is to be submitted to CIC within 30 days of the end of
the reporting period.

#### FINAL CLAIM

Following completion of the project, the final claims of eligible costs, shall be accompanied by a final
project 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 CIC within 60
days of the end of the funding period.

#### ANNUAL AUDITED FINANCIAL STATEMENTS

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

## COMPLIANCE AUDIT REPORT (DELETE IF NOT APPLICABLE TO THE AGREEMENT)

 As per sections 2.10 and 6.9 of the contribution agreement, the Recipient will submit a compliance audit report to the Department.

## OTHER:

#### TUTELA.CA (DELETE IF NOT APPLICABLE TO THE AGREEMENT):

Where development of teaching materials (e.g. curricula, classroom resources, teaching tools, best
practice guides, etc.) is a funded activity in the agreement, Recipients will ensure that materials
appropriate for dissemination on Tutela, ca are uploaded thereto, unless an exemption is sought from the
Department. As a general rule, materials developed as part of this Agreement should be made available
through Tutela, ca, in a manner that allows modification, adaptation and translation for use by the Tutela, ca
community. Standard-setting (i.e. documents which establish norms for the whole program) and similar
types of documents can be shared on Tutela, ca in a manner that allows the community to make use of
them, but preventing modification. Recipients are not required to upload all teaching materials developed
e.g. lesson plans, handouts, etc., though the Department encourages these resources to be shared.

## **SCHEDULE 3**

## **Reimbursement Clauses**

	Settlement Program	OFFICE USE  100 File number
☐ F	Resettlement Program - Direct Services	101 Original Amendment
☐ F	Resettlement Program - Indirect Services	102 Amendment number
1	Name of Recipient	
1.0	The Department will make payments of the contribution amount by reimbursement, upon rece Recipient of claims for eligible costs, with supporting documents if requested by the Departme with Section 4.1 of the Agreement.	•
2.0	During the course of the Agreement, should it be determined that advance payments are war achievement of program objectives, the Department will ensure that the conditions governing advances as per Clause 4.5 are met. For the purposes of advance payments, the written come the Recipient and the Department shall constitute part of the Agreement and will supersede the clause noted in Schedule 3 of the Agreement.	the need for munication between
3.0	Holdback	
	An amount of up to % of the total agreement value will represent the holdback and be Recipient as a final payment on receipt and approval by the Department of the final claims for deliverables, including any requested supporting documents. Material submitted to the Depar release of the holdback must be certified by a duly authorized representative of the Recipient	eligible costs and tment to support

## Advance clauses

Company Branch	OFFICE USE
Settlement Program	100 File number
Resettlement Program - Direct Services	101 Original Amendment
Resettlement Program - Indirect Services	102 Amendment number
Name of Recipient	·
<ul> <li>In order to obtain an advance payment from the Department, the Recipient confirms the footnet the Recipient's current working capital is not sufficient to provide the necessary cash the services;</li> <li>other sources of funds that are not externally restricted for other initiatives are not sure Recipient to deliver the services in advance of reimbursement of expenditures; and</li> <li>advance payments are necessary and essential to the achievement of the objectives Schedule 1 and without CIC's advances, the success of the project or initiative could</li> </ul>	n flows to carry out  ufficient to allow the  s outlined in
2.0 Upon execution of the Agreement and upon satisfactorily meeting the requirements as specific Clause 4.5 of the Agreement, the Department may make advance payments of the contribution.	
<ul> <li>An initial advance for the month(s)/period of (INSERT MONTH(s)/period) as demon flow, with no subsequent advance.</li> <li>An initial advance for the month(s)/period of (INSERT MONTH(s)/period) as demon flow, with subsequent advances not exceeding the reporting frequency detailed in S partial or full claims for eligible costs for the preceding period, with supporting docur if requested by the Department, have been submitted.</li> </ul>	strated in the cash Schedule 1, once
3.0 Holdback	
An amount of up to % of the total agreement value will represent the holdback and Recipient as a final payment on receipt and approval by the Department of the final claims deliverables, including any requested supporting documents. Material submitted to the De release of the holdback must be certified by a duly authorized representative of the Recipi	s for eligible costs and partment to support

#### **SCHEDULE 4**

		OFFICE USE	
☐ Settlement Program	100	FILE NUMBER	
Resettlement Program – Direct Services			
- Nesettlement Program - Direct Services	101	1. ORIGINAL 2. AMENDMENT	
Resettlement Program – Indirect Services	102	AMENDMENT NUMBER	
1 NAME OF RECIPIENT			
SUPPLEMENTARY TERMS AND CONDITIONS			

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

#### Activity and Output reporting through the Department's system:

- The Recipient shall use the internet-based system provided by the Department to enterinformation on clients served, services delivered and program support activities.
- The Recipient shall ensure that data entry into the aforereferenced system is complete and submitted in a
  timely manner. Monthly client activity and service data are required to be input by the 5th working day of the
  following month. The Department may choose to withhold payment of invoices submitted by the Recipient if, in
  the opinion of the Department, the Recipient is not discharging its responsibility for data entry into the
  Department's system.
- The Recipient must submit Service Count Reports along with interim and final project reports to address related project outputs.
- 4. The Recipient shall maintain a minimum level of computer environment. The minimum specifications are as follows:
- A high-speed Internet connection (cable, DSL, etc.). A 56kbs modern can be used where a high-speed internet connection is not available (slower connection = performance impact).
- A Web Browser with 128-Bit SSL Encryption (such as Internet Explorer version 7.0 or higher, Firefox X or higher, Chrome).
- Security Protection Software which contains full version reliable and an up-dated virus scan and firewall.

Other computers may work, but performance could be affected.

Any Hardware or software provided by the department is to be used in accordance with the Agreement and any stipulations provided by the Department.

- 5. In order to obtain access to the Department's system, the Recipient's designated employees shall submit to the Department for approval and processing the results of an individual's Criminal Records Check with the Account Request Form, which will be provided by the Department. The Recipient shall inform the Department's Helpdesk of the date when a designated system user will cease or has ceased to be employed by the Recipient.
- 6. The Recipient agrees to provide updates to the Department of any changes in contact information.
- The Recipient agrees to ensure that staff have the knowledge required to comply with the Department's data entry requirements. Training, user support materials and help desk support will be made available by the Department.
- The Recipient's access to the Department's system shall cease once it no longer receives funding from the Department.
- The Department shall not be held liable for actions arising out of the Recipient not taking appropriate security
  measures as required in this agreement. Security requirements will be outlined in the systems related security
  manual and associated minimum requirements list document provided by the Department.

#### Communications Protocol:

## Add or modify as appropriate:

- 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.
- 2. The Recipient will advise the Department at least thirty (30) days in advance of any special event, (official opening, conference, ribbon cutting, etc.), 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. Furthermore, the Recipient consents to having the Department or its designates participate in any such event.

#### OTHER:

#### Delete or modify as appropriate:

- 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.
- International travel is not an eligible cost and will not be reimbursed by the Department under this agreement.
- Where childcare is part of the agreement, the Recipient must provide reasonable access to the childcare
  monitoring agency, as identified by CIC, for the purpose of monitoring childminding sites to ensure, and to
  assist with, compliance with the national Care for Newcomer Children Requirements.
- 4. Further to section 8.1 of the agreement, the parties agree that the Recipient will be considered in default of the contribution agreement should any of the 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) itself/themselves 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 activities and the Department has raised no objections in advance about those plans, those activities will not be considered to be activities organized with the express intent of lobbying or advocating against government policy or programs, provided that those activities 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 activities outlined in such plans, the Recipient will either eliminate the activities objected to, or to make changes sufficient to address the Department's concerns. Where the Recipient either refuses to eliminate the activities in question or to make the changes requested by the Department, the Recipient shall be considered in default of the contribution agreement.

## **ANNEX C**

# Sample Budget Template

Cost Category	Line Item	Sub-Line Items	Details		Tota	al
Administrative Costs	Negotiated Administrative Rate		e.g. 10% of Executive Direct salary; MERCs	or's salary; 30% of bookkeeper's salary; 10% clerical support	\$	30,000
			30% of audit fees, admin sp	ace rent , bank charges	s	12,000
Subtotal					\$	42,000
Program Delivery	Wages, Benefits and	Salaries	Positons/# of staff	3 language teachers @ \$23.58/hr x 212 hrs x 60%	ş	8,989
	Mandatory Employment			3 language teaachers @ \$27.43/hour x 106 hours	s	8,723
	related Costs (MERCs)			1 admin assistant @ \$18.07 x 35 hours x 52 weeks	s	32,888
		Benefits	RRSP, dental, etc.	\$32,887 x 10%	s	3,288
		MERCS	Employment Insurance	\$50,608 x 2.63%	\$	1,491
			CPP/QPP	\$50,608 x 4.95%	s	2,505
	Training and Professional	Courses	5 employees @ 2 courses a	nnually, max \$500 each	\$	5,000
	Development	Workshop	3 employees: participation I	ees @ 1 annual employer engagement, approx \$200 each	\$	600
	Travel, Accommodation	Meals	Max \$80/day which include:	s incidentals @ 10 participants	\$	800
	& Related Costs	Accommodation	\$165/night @ 8 nights		\$	1,320
		Transportation	Taxis, mileage - max \$100/e	a @ 10 participants	\$	1,000
	Delivery Assistance	Manuals	Learn English Level 1 - 100 x	\$10	\$	1,000
	Tools & Materials	Handouts	photocopies of handouts f	or 100 students x \$2 per handout	\$	200
	Research		Review & adaptation of ma	terials from www.tutela.ca 5 days @ \$400/day	\$	2,000
	Conferences	Hospitality	Refreshments - \$3/person	@ 120 people x 3 days	\$	1,080
	& Workshops	Yenue Rental	1 room @ \$500/day x 3 days	;	s	1,500
	Publicity	Writer	\$500/article @ 3 articles		\$	1,500
	Professional and	Web developer	10 days @ \$500/day		\$	5,000
	Consultant Fees	Content writer	\$10,000 max		s	10,000
	Copyright		\$35 annual royalty to acces	s copyright X 100 students	\$	3,500
	Temporary Accommodation		Hotel accommodation fam	ily of 6 - 2 rooms @ \$120 x 60days	\$	14,400
	Temporary Allowance		Incidentals family of 6 x 60c	lays x \$24	s	1,440
	Meals for RAP clients		Food family of 6 x 60 days	x \$38.92	\$	2,335
	Client Transportation		bus tickets (\$3.00) x 20 stu	dents x 250 days	\$	15,000
	Overhead	Rent Space - Classroom	70% of \$1200/mo		S	10,080
		Equipment rental	photocopier @a \$200/mor	th	\$	2,400
	Childoare	Childminders	3 caregivers @ \$17.43/hour	x 212	\$	11,086
		materials and supplies	Paper, paints, crayons, tape	, books, playdoh	\$	3,000
		snacks	\$2/child x 20 children x 250	days	\$	10,000
	GST / HST	Eligible rebate amount	Total program delivery \$ x e	ligible GST/HST amounts	\$	3,000
Subtotal					\$	165,125
Capital Costs	Capital Expenditures		5 computers, monitors, key	boards, mice; 1 printer	\$	6,000
			20 chairs, 5 tables		\$	3,000
	GST∤HST	Eligible rebate amount	Total capital costs \$ x eligil	ole GST/HST amounts	\$	250
Subtotal					\$	3,250
Total					\$	210,375

PROTECTED WHEN COMPLETED - B

PAGE 1 OF 1

Name of Parties	Court Number	Additional Information
Name of Parties	Court Number	(cause of action, summary of facts giving rise to litig
FURE uly authorized representative of my organizatio	n I attest that the above information is corre	ect.
ne	Title/	Name of Organization
<u> </u>		Date

## **ANNEX E**

## **Example Forecast of Cash Flow for Advance Payments**

