

Grant Agreement

made the ___ day of _____, 2023

BETWEEN:

**Rural Municipalities of Alberta
(the “Grantor”)**

AND:

(the “Applicant”)

PREAMBLE:

The Grantor developed the Rural Economic Development Microgrant Program (the “Program”) to support a selection of member municipalities to research the feasibility and implementation of innovative approaches and initiatives to attract investment and support rural economic development. The Applicant’s proposal for grant funding under the Program was selected by the Grantor to receive up to \$10,000 in funding as outlined in the Program Guidelines.

The Grantor and the Applicant therefore agree as follows:

1. INTERPRETATION

1.1 Definitions - In this Agreement, the following expressions have the following meanings:

“**Grant**” means the grant described in Section 2, to be paid by the Grantor to the Applicant pursuant to this Agreement.

“**Grant Maximum**” is the maximum amount of the Grant;

“**Grant Proceeds**” means the amount of the Grant

“**Project**” means the Applicant’s project described in Schedule “A” to this Agreement;

1.2 Section Numbers - References in this Agreement to Section numbers are to the corresponding numbered provisions of this Agreement.

1.3 Entire Agreement - This Agreement, including the attached Schedule “A”, is the entire agreement between the Grantor and the Applicant with respect to support by the Grantor of the Project, and supersedes all previous agreements, negotiations and understandings. There are no agreements, representations, warranties, terms, conditions or commitments except as expressed in this Agreement.

2. THE GRANT

2.1 Payment of Grant - Pursuant to the terms and conditions of this Agreement, the Grantor will contribute towards Eligible Costs an amount up to the Grant Maximum of **\$10,000** by way of a grant (the “**Grant**”) to the Applicant.

2.2 Timing of Payment - The Grantor will pay the Grant to the Applicant upon completion of the project and submissions of paid invoices and the final project report.

3. USE OF GRANT PROCEEDS

3.1 Application of Grant - The Grant Proceeds shall be used exclusively for the Project.

3.2 Ineligible Costs – The Grant Proceeds will not fund capital costs such as land, buildings, equipment, inventory, or any other costs, that, in the opinion of the Grantor, are not in the public interest or in alignment with the intent of the program

3.2 Timing of the Project - The Applicant shall undertake all reasonable efforts to proceed diligently and in a timely manner with the Project, including:

- (a) expected completion of the project by March 15, 2024.
- (b) submission of all eligible expenditures to the Grantor by March 15, 2024.

3.3 Alteration of Project - The Applicant shall not suspend the Project or alter the Project in any respect material to this Agreement, except with the prior consent of the Grantor. The Grantor will not unreasonably withhold its consent to alterations of the Project, provided such alterations do not (i) delay completion of the Project beyond March 15, 2024 or (ii) significantly alter the scope of the Project.

4. OTHER OBLIGATIONS OF THE APPLICANT

4.1 Representations by the Applicant - The Applicant represents and warrants to the Grantor that:

- (a) it has made full, true and plain disclosure to the Grantor of all facts relating to the Project that are material to this Agreement;
- (b) the execution by the Applicant of this Agreement and the carrying out of this Agreement by the Applicant have been duly and validly authorized by the Applicant in accordance with applicable law, and this Agreement will constitute a binding legal obligation of the Applicant;
- (c) there is presently no order of any court or other tribunal, or any action, suit, or proceeding being brought or pending or threatened against or affecting the Applicant, that could affect the ability of the Applicant to carry out and complete the Project.

5. REPORTING AND MONITORING

5.1 Interim project report – At approximately the mid-point of the project timeline (December 2023 or January 2024), the Grantor shall request an interim project report from the applicant. The interim report will be no more than three pages and include the

following:

- (a) Progress made on the project to the point that the report is submitted.
- (b) Alignment between work on the project to the point that the report is submitted and project outcomes.
- (c) Barriers or challenges encountered to the point that the report is submitted and any expected to arise moving forward.
- (d) Any changes to project scope or outcome that have taken place or are being considered.
- (e) Any existing or possible delays in meeting the project timelines.

The Grantor will provide Applicants with at least three weeks of notice as to when the interim report is required.

5.2 Final project report – Prior to the payment of the Grant to the Applicant the Applicant shall provide the Grantor with a written final report detailing at least the following:

- (a) the status of the Project, including final outcomes, whether it achieved the project outcomes outlined in the Applicant’s grant proposal, challenges faced in completing the project, changes or alterations to the project’s scope or outcomes, advice for other municipalities that may undertake the same project in the future.

Note that this aspect of the final report (5.2a) may be shared publicly by the Grantor in its entirety or portions of it may be included in a broader report summarizing all projects funded through the Grant.

- (b) expenditures of Grant Proceeds
- (c) all documentation and calculations used the Eligible Costs, including without limitation copies of relevant invoices and receipts;

Upon request by the Grantor, the Applicant will in a timely manner elaborate on any particular aspect of any such report.

5.3 Accounting Records - During the Project and for two years following completion of the Project, the Applicant shall maintain accounting records of the Project, available for inspection by the Grantor at all reasonable times upon reasonable notice.

5.4 Evaluation - Upon completion of the Project, the Applicant shall cause to be prepared, and shall provide to the Grantor a copy of, an evaluation of the Project, including an evaluation of the Project’s success in achieving its objectives and its cost-effectiveness. In the event that the Applicant has not completed and delivered such evaluation to the Grantor within one month of completion of the Project, then the Grantor may engage a consultant to prepare the evaluation, and the reasonable cost of obtaining such evaluation shall be repayable by the Applicant to the Grantor upon demand.

6. NON-COMPLIANCE

6.1 Event of Default - It shall be an “Event of Default” if the Applicant breaches any provision of this Agreement and, upon receiving notice of the breach, fails to take reasonably appropriate remedial action within 14 days thereafter and diligently pursue

such remedial action until the breach is remedied.

6.2 Termination - Upon the occurrence and continuation of an Event of Default, the Grantor may by notice to the Applicant terminate this Agreement.

6.3 Consequences of Termination - In the event of termination of this Agreement by the Grantor, then in addition to any other remedy under this Agreement, the Grantor may demand that the Applicant immediately repay to the Grantor the full amount of the Grant, together with interest at the prime lending rate of the Bank from time to time in effect, calculated from the date of payment of the Grant until the date the refund is paid to the Grantor.

6.5 Right of Set-Off - The Applicant agrees that the Grantor may set off against any other grant or amount payable to the Applicant any amounts that become repayable by the Applicant to the Grantor under the provisions of this Agreement.

7. LIABILITY AND INDEMNITY

7.1 Liability - The Grantor shall have no obligation to the Applicant in respect of the Project or the Grant except as expressly set out in this Agreement, and shall not in any event have any liability of any kind or nature to the Applicant in relation to the Project or the carrying out of any obligation or enforcing any right under this Agreement.

7.2 Indemnity - The Applicant shall indemnify and hold harmless the Grantor, its employees and agents from and against any and all third party claims, demands, actions or costs (including legal costs on a solicitor-client basis) for which the Applicant is legally responsible, including without limitation any claims, demands, actions or costs arising out of negligence or willful acts by the Applicant or the Applicant's employees or agents.

8. GENERAL

8.1 Dispute Resolution - In the event of any dispute or material disagreement regarding the interpretation or application of any provision of this Agreement, the parties agree (i) to refer the matter for joint discussion by senior officials and, if that fails to produce a resolution, (ii) to jointly refer the matter to consensual mediation. Mediation will proceed on the following basis:

- (a) if the parties cannot agree on a mediator they will ask the President or Executive Director of the Alberta Arbitration and Mediation Society (or a similar or successor organization) to assist in the selection process;
- (b) the parties will share the cost of the mediator equally and bear their own costs incurred with respect to the mediation; and
- (c) no evidence of anything said or of any admission or communication made in the course of the mediation shall be admissible in any legal proceeding, except with the consent of both parties.

8.2 Amendment and Waiver - No amendment of this Agreement is effective unless made in writing and signed by a duly authorized representative of each of the Grantor and the Applicant. No waiver of any provision of this Agreement is effective unless made in

writing, and any such waiver has effect only in respect of the particular provision or circumstance stated in the waiver. No representation by either of the parties with respect to the performance of any obligation under this Agreement is capable of giving rise to an estoppel unless the representation is made in writing.

- 8.3 Additional Assurances** - The parties agree to from time to time do all such acts and provide such further assurances and instruments as may reasonably be required in order to carry out the provisions of this Agreement according to their spirit and intent; but this Section 8.3 shall not in any event be construed as obligating the Grantor to amend or enact any statute or regulation.
- 8.4 Assignment** - The Applicant may not assign this Agreement or any right or benefit under it without written consent of the Grant.
- 8.5 Counterparts** - This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement and communication of execution by email transmission shall constitute good delivery.
- 8.6 Governing Law and Jurisdiction** - This Agreement shall be interpreted and governed by Alberta law, and the parties agree to the exclusive jurisdiction of Alberta Courts.

9. COMMUNICATIONS

- 9.1 Notices** - Any notice, consent or other communication under this Agreement must be in writing and is effective when delivered by e-mail, to the following respective addresses:

- (a) if to the Grantor:

Karrina Jung, Policy Advisor
Rural Municipalities of Alberta
Karrina@RMAAlberta.com

- (b) if to the Applicant:

Either party may change its contact information by giving notice to the other in the above manner.

Either party may rely, in the absence of any notification to the contrary from the other party, upon any notice, approval, consent or other communication under this Agreement, received from the individual named in the other party's current address information, as having been duly authorized and given on behalf of that party.

- 9.2 Announcements** - The Applicant shall not make any public announcement or issue any press release regarding this Agreement or the Grant except in consultation with the Grantor and with the approval of the Grantor as to the content of the announcement or press release, which approval shall not be unreasonably withheld.
- 9.3 Disclosure** - The Applicant acknowledges and agrees that the Grantor may make public

disclosure of this Agreement and its contents by any reasonable means chosen by the Grantor including, without limitation, tabling it before the Legislature or pursuant to a request for access made under the *Freedom of Information and Protection of Privacy Act* (Alberta).

The parties have therefore executed this Agreement, each by its duly authorized representative, on the respective dates shown below.

On Behalf of the Grantor

date: Month ____, Year

Per: _____
Print Name: _____
Title: _____

On behalf of the Applicant

Name

date: Month ____, Year

Per: _____
Print Name: _____
Title: _____

Schedule "A"

Attached project proposal and vendor quote to complete work