

June 9, 2020

Name:
Address

Project #:

Dear _____,

It is our pleasure to inform you that your application for _____ to the Youth Action Fund was successful and _____ was approved for your initiative.

As the purpose of your activities align with that of the Foundation's charitable purpose, we are appointing you as our agent to undertake activities on our behalf. Attached are a copy of the Agency Agreement (AA) and Schedules "A", "B", and "C" which together constitute your contract with the Foundation. **You need to sign the "Article AA" and "Schedule A" and initial each page where specified.**

The financial and project reporting requirements are detailed in "Schedule B" and a description of the approved project can be found in "Schedule C". Please ensure that you keep and maintain project records, invoices and other documents in a manner consistent with generally accepted accounting and business practices and that they are available for review if required.

When possible, we try to showcase the work of our partners in our annual report and on our website. We would appreciate it if you would forward any images and/or interactive materials you might have from this project with your report. The Foundation appreciates your acknowledgement of this grant in your communications materials. Our logo can be downloaded from our website.

Congratulations on your successful application.

Sincerely,

/en

AGENCY AGREEMENT FOR CHARITABLE ACTIVITIES – ARTICLE AA

THIS AGREEMENT made effective as of the date referred to below (the “Effective Date”)

BETWEEN:

LIDLAW FOUNDATION

(here called the "Foundation")

-and-

(here called the "Agent")

BACKGROUND

- A. LIDLAW FOUNDATION is a registered charity under the *Income Tax Act* (Canada).
- B. The Foundation wishes to appoint the Agent to carry on certain of the Foundation's charitable activities for the Foundation to further the charitable purposes of the Foundation.

NOW THEREFORE in consideration of the mutual covenants and premises herein contained, the parties hereto agree as follows:

SECTION 1 – DEFINITIONS

- 1.1 “Agreement” means this agency agreement, including Schedules “A” and “B” as those might be amended from time to time;
- 1.2 “Budget” means the approved budget associated with Schedule “A” and included in Schedule “B”
- 1.3 “Effective Date” means the date on which the Agent signs the agreement;
- 1.4 “Charitable Funds” means the money under this Agreement provided by the Foundation to the Agent for the purposes of carrying on the activities specified in Schedule “A”.
- 1.5 “Specified Charitable Activities” means the activities described in Schedule “A”.

Grant Recipient Initials: _____

SECTION 2 - APPOINTMENT OF AGENT

- 2.1 Laidlaw Foundation appoints the Agent to carry on the Specified Charitable Activities to further the Foundation's charitable purposes in accordance with the terms, provisions and conditions of this Agreement.
- 2.2 The Agent will carry on its duties and obligations of this Agreement so as to strictly comply with the charitable nature of the purposes of the Foundation.
- 2.3 The Agent does not have the authority to do any act on behalf of the Foundation or to bind the Foundation except as specifically authorized by the terms of this Agreement.
- 2.4 The Agent is not an employee, partner or joint venturer of the Foundation and will not represent itself as such.
- 2.5 This Agreement constitutes the entire Agreement between the Foundation and the Agent with respect to the carrying on by the Agent of the Specified Charitable Activities of the Foundation and supersedes all prior oral and written communications not specifically referred to herein. This Agreement may be amended or modified only by means of a written agreement executed by authorized signatories of the Parties with the exception of Schedule "B" which can be amended from time to time by the dated signature of both the Foundation and the Agent.

SECTION 3 – TERM OF THE AGREEMENT

- 3.1 The term of this agreement will start on the Effective Date and continue in effect until the deadline for completion of the Specified Charitable Activities or until terminated in accordance with section 9 whichever event first occurs.
- 3.2 The Agent will complete the Specified Charitable Activities on or before **October, 2022**. This completion deadline may be extended by the Foundation at its sole discretion.

SECTION 4 – CURRENCY

- 4.1 All amounts payable under this Agreement will be in Canadian currency.

SECTION 5 – TRANSFER OF CHARITABLE FUNDS

- 5.1 The Agent will use the Foundation's money, entrusted to it, only to carry out the Specified Charitable Activities to advance the Foundation's charitable purposes and in accordance with the Budget.
- 5.2 The Foundation will transfer the Charitable Funds to the Agent by way of instalments based on whether the Foundation is satisfied that the funds and resources provided in the previous instalment have been applied to the Specified Charitable Activities.
- 5.3 The Foundation has the right to withdraw or withhold funds at its discretion.

Grant Recipient Initials: _____

- 5.4 The Laidlaw Foundation holds back 10% of all grant funds until the grant recipient submits the Final Report and Final Financial Report, and after it has been deemed satisfactory once reviewed by a Foundation staff. This is to ensure that the initiative is completed, and all funds have been expensed before the project is marked as closed. **The entire amount of the grant has to be spent before the final payment can be released.**

SECTION 6 – ACCOUNTS AND RECORDS

- 6.1 The Agent will keep:
- 6.1.1 all funds and resources transferred by the Foundation to the Agent separate from the Agent's own funds and resources;
 - 6.1.2 bookkeeping and accounting records of all funds received from the Foundation and disbursed by the Agent segregated from the agent's records;
 - 6.1.3 copies of all documents, including correspondence, related to the carrying on of the Specified Charitable Activities; and
 - 6.1.4 detailed expenditure statements together with copies of all vouchers.
- 6.2 The Agent will maintain the above-noted documentation for audit and verification in English and provide it to the Foundation on its request.

SECTION 7 – PROGRESS REPORTS AND INSPECTION

- 7.1 The Agent will provide written interim progress reports to the Foundation at the times set out in Schedule "B" or on request as well as a final report thirty days after the date for completion of the Specified Charitable Activities. All of these reports are to be in a form and contain any information that the Foundation may stipulate and require.
- 7.2 The Foundation has the right, on reasonable notice, which may be short, to inspect the work carried out on behalf of the Foundation and records maintained by the Agent with respect to same.

SECTION 8 – CONTACT INFORMATION

- 8.1 The Foundation's contact person for the purpose of this agreement is:

Name:
Email:
Tel:
Mailing Address:

- 8.2 The Agent's contact person for the purpose of this agreement is:

Name:
Email:
Tel:
Mailing Address:

- 8.3 Either party may change its contact person on notice to the other.

Grant Recipient Initials: _____

8.4 Any communication required under this Agreement (“Notice”) will, unless otherwise specifically provided for in this Agreement, be given in writing in accordance with this section. A Notice may be:

- (a) personally delivered;
- (b) sent by registered mail;
- (c) sent by facsimile; or
- (d) sent by email (where the recipient acknowledges by return email receipt)

to the Foundation and the Agent to the attention of the respective contact persons identified in this Section.

8.5 Any notice sent by registered mail will be deemed to have been received by the Party to whom it is addressed on the 5th mail delivery day following the day on which it was posted. Any Notice sent by facsimile after 4 p.m. local time of the Party to whom it was addressed shall be deemed to have been received by the party to whom it was addressed on the day on which it was sent.

SECTION 9 – TERMINATION

9.1 Either party may terminate this Agreement without cause by giving thirty (30) days advance written notice to the other party.

9.2 The Foundation may terminate this Agreement at any time upon notice to the Agent effective immediately in the event of a default by the Agent of any of the terms of this Agreement. Where the Agent is a corporation, without limiting the generality of the foregoing, the Foundation may terminate this Agreement if there is a change in the control or management of the Agent that is unacceptable to the Foundation. Where the Agent is an individual, the Foundation may terminate this Agreement where the Agent conducts themselves in a manner that the Foundation, acting reasonably, considers inconsistent with this Agreement.

9.3 Either party may terminate this Agreement without notice if performance of the Agreement is frustrated by reason of a situation of a lasting nature beyond that party’s control recognized in law as a *force majeure*.

9.4 In the event of any termination of this Agreement, the Agent will immediately stop carrying on the Specified Charitable Activities and acting for the Foundation. The Agent will immediately refund to the Foundation all money entrusted with the Agent and not spent in accordance with the Budget. The Agent will also report to the Foundation concerning the status of any uncompleted Specified Charitable Activities and provide access to any records relating to these activities as may be required by the Foundation.

SECTION 10 – SECURING FOUNDATION AGAINST ANY LEGAL RESPONSIBILITY FOR PAST OR FUTURE ACTIONS

10.1 The Agent will indemnify the Foundation against all actions, liability, proceedings, claims, demands, loss, costs, damages and expenses whatsoever which may be brought against or suffered by the Foundation or which it may sustain, pay or incur as a result of or in connection with the performance, purported performance or non-performance of this Agreement by the Agent.

Grant Recipient Initials: _____

SECTION 11 – LEGAL TRANSFER OF RIGHTS

- 11.1 Neither this agreement nor any or all rights, duties or obligations under this agreement may be assigned, charged, subcontracted or delegated by the Agent without the prior consent in writing of the Foundation; provided that the Agent will be entitled to use its own employees and consultants for the purpose of carrying out the specified charitable activities.

SECTION 12 – COMPLIANCE WITH LOCAL LAW

- 12.1 The Agent declares and promises – it represents and warrants -- that neither this agreement, the relationship created by it nor the performance of it is contrary to the current laws, rules or regulations of the local jurisdiction.
- 12.2 The Agent will comply with all laws and regulations in the local jurisdiction that apply to this agreement and all transactions and activities contemplated or to be performed under this agreement and will keep the Foundation informed of any laws or regulations which may affect the Charitable Activities to assure the Foundation will not breach any such laws or regulations through lack of awareness thereof.

SECTION 13 – APPLICABLE LAW

- 13.1 This Agreement will be interpreted in accordance with and governed by the law of the Province of Ontario and the Agent specifically attorns to the jurisdiction of the courts of the Province of Ontario.

SECTION 14 – SEPARATION ON INVALIDITY

- 14.1 Any invalidity, in whole or in part, of any provision of this Agreement will not affect the validity of any other of its provisions and if any provision is found to be invalid that portion will be deemed to be severed, to be removed from the Agreement and the balance of the Agreement will remain in force.

Grant Recipient Initials: _____

The Foundation and the Agent have each signed this Agreement on the date below, the signature of its respective duly authorized representative below.

LIDLAW FOUNDATION

Signature

Name (Please Print)

Title

Date

AGENT

Signature

Name (Please Print)

Title

Date

SAMPLE

Grant Recipient Initials: _____

SCHEDULE "A"
DESCRIPTION OF CHARITABLE ACTIVITIES

The Laidlaw Foundation uses its resources to support the healthy development and well-being of young people through positive and meaningful engagement in the civic, economic, social and cultural life of their communities. In order to effectively and efficiently fulfill this mission, the Foundation recognizes the need for a strong non-profit sector. In this context, the Foundation commissions **AGENT** to undertake on its behalf the following project and activities that align with the Foundation's charitable purpose, mission and strategic plan, in accordance with the terms of the Agreement to which this Schedule is attached.

Project Title:

Project Description:

Confirmation of Activities:

Project Start Date:

Project Completion Date:

Maximun Funds Approved:

Project Changes

Please note that grant recipients should notify the Foundation if they anticipate any changes that will significantly affect or alter this project as outlined in the Grant Application (for instance, deciding to abandon a key project activity/output, withdrawal of funding from another organization also supporting this project, reallocation of budget expenses from one activity to another representing more than 10% of the overall project budget). These changes will be noted in the grant-related documents and, if necessary, amendments will be made to the Grant Letter of Agreement.

Grant Recipient Initials: _____

AGENT agrees to carry out the Project in accordance with the Document to which this is an Appendix:

AGENT

Signature

Name (Please Print)

Title

Date

LIDLAW FOUNDATION

Signature

Name (Please Print)

Title

Date

SAMPLE

Grant Recipient Initials: _____

SCHEDULE “B”

REQUIREMENTS, REPORTING AND PAYMENT INFORMATION

Unique **Laidlaw grant requirements** include:

1. A series of capacity building and evaluation supports have been designed to help Laidlaw grantees effectively implement and demonstrate the impact of their Laidlaw grants while growing their leadership within the sector. Over the course of their grant, grassroots grantees will be expected to participate in required webinars centred around capacity building, budgeting, evaluation and evidenced-Based Policy.

Grant Showcasing and Knowledge Sharing

In addition, the Laidlaw Foundation organizes periodic knowledge sharing opportunities. Grant Recipients will be asked to participate in one or more of these activities. Activities may include:

- a) Laidlaw Learning Luncheon
 - b) Day long Learning Forum
 - c) Foundation Grant Stories/website
 - d) Sharing of project production materials (manuals, training guides, implementation handbooks, photos, videos)
 - e) And more...
2. In the first 6 months of the grant, the grantee will:
 - a) Attend the Grantee Orientation session.
 - b) Arrange a time to meet and work with Laidlaw's Manager of Public Policy to identify systems change opportunities in an effort to build further internal capacity, apply learnings to action and advocate for youth across the three systems.

Unique **Laidlaw grant conditions** include:

1. The submission of a detailed Progress report and revised request budget for the upcoming year.
2. All Youth Action Fund budgets should include a capacity building budget line. Grantees can use these funds to cover the costs of participating in Capacity Building activities and to participate in approved professional development activities.

Grassroots Professional Development - each Grantee will have access to additional funds in their budget allocated to Capacity Building. These funds will be determined by the maximum amounts listed below, which are based on location of program delivery:

Greater Toronto Area (GTA):	\$3600
Outside the GTA (ON):	\$4000
Remote/fly-in communities:	\$5000

These funds can be used to support group members' participation in required and optional Laidlaw Capacity Building activities. Funds can also be used to cover the costs of

Grant Recipient Initials: _____

professional development for Grassroots Groups and their leaders. Groups will follow the process to request the use of capacity building funds as set out in the document: **Grantee Professional Development Guide and Request Form.**

Agent:

Project Title:

Maximum Funds Approved:

Cheque Made Payable to:

Cheque mailed to:

Report Schedule:

Activity	Description	Due date
Confirmation of Payment	Email confirmation that you received the cheque	Upon Receipt
Site Visit	A visit to observe the program/project in action	Once per year
Check-in	Call and/or email to update on activities	Every 3 Months
Interim Report	Submission of a mid-term report, financial statements and receipts/invoices	June 1, 2020
Year End Report	On receipt of satisfactory year-end report, financial statement and receipts/invoices	November 2, 2020
Interim Report	Submission of a mid-term report, financial statements and receipts/invoices	June 1, 2021
Year End Report	On receipt of satisfactory year-end report, financial statement and receipts/invoices	November 1, 2021
Interim Report	Submission of a mid-term report, financial statements and receipts/invoices	June 1, 2022
Final Report	On receipt of satisfactory year-end report, financial statement and receipts/invoices	November 1, 2022
Exit Interview	A brief informal conversation with the Program Manager after the project has been completed.	December 2022

Disbursement Schedule and Amount per Payment:

Date	Amount	Materials Required
December 2019	\$45,000	On receipt of signed Grant Agreement
June 15, 2020	\$45,000	On receipt of satisfactory interim report, financial statement and receipts/invoices
November 23, 2020	\$45,000	On receipt of satisfactory year-end report, financial statement and receipts/invoices
June 15, 2021	\$45,000	On receipt of satisfactory interim report, financial statement and receipts/invoices
November 22, 2021	\$45,000	On receipt of satisfactory year-end report, financial statement and receipts/invoices
June 15, 2022	\$45,000	On receipt of satisfactory interim report, financial statement and receipts/invoices
November 21, 2022	\$30,000	On receipt of satisfactory year-end report, financial statement and receipts/invoices

Grant Recipient Initials: _____

Approved Expenditures:

Expense	Amount	Materials Required
		Financial Statement, Receipts and Invoices

SCHEDULE "C"

PROJECT DESCRIPTION AND PROJECT CHANGES

The following brief project description will be used in the Laidlaw Foundation's Annual Report and online publications. If we do not hear from you within 10 days of the date of this letter we will assume that you have consented to this description.

AGENT:

AMOUNT:

PROJECT DESCRIPTION:

SAMPLE

Grant Recipient Initials: _____