



**The Canadian Red Cross Society (the "CRCS") Immediate Support Terms and Conditions Sheet**  
**2023 Alberta Fires Immediate Support to Not-for-Profit Organizations Program (the "Support")**

**By signing the Application, the Grantee hereby agrees to the following terms and conditions:**

*(The CRCS and the Grantee are collectively hereinafter referred to as the "Parties"; and individually as, a "Party")*

1. **Support.** The Grantee shall utilize the Support exclusively for the charitable humanitarian purposes identified above to support urgent relief efforts following the 2023 Alberta Fires.
2. **Payment.** Any payments by the CRCS to the Grantee can only be used by the Grantee for Support expenses incurred within the purposes outlined for the program. Payment of any funding is subject to the availability of funds and may be cancelled or reduced in the event that the Government of Alberta and/or the Government of Canada (collectively referred to as the "Governments", and each individually as a "Government") cancels or reduces its funding to the CRCS. The CRCS may advance funds to the Grantee prior to the commencement of the Support. This amount will be considered an advance against fees and expenses incurred by the Support and will be accounted for in any reporting by the Grantee on the Support.
3. **Repayment.** The Grantee shall repay to the CRCS the amount of any funds provided to which it is not entitled, including the amounts of any payments: (i) made in error; (ii) made for costs in excess of the amount actually and properly incurred for those costs; and (iii) that were used for costs that were not eligible under the Application. Such amounts shall be promptly repaid to the CRCS, upon receipt of notice to do so and within the period specified in the notice, together with interest as requested.
4. **Assets and Inventory.** "Capital Asset" shall mean any single item, or a collection of items which form one identifiable functional unit, that is not physically incorporated into another product or not consumed by the end of the Support. In the event that the CRCS provides a Capital Asset to the Grantee, or the Grantee uses Support to purchase a Capital Asset, such Capital Asset shall be owned by the Support and only used for this purpose until the end of the Support. The Grantee confirms and agrees that all Capital Asset and inventory purchased will be used for exclusively humanitarian purposes and not for private benefit. If this Application is terminated before the completion of the Support unless otherwise agreed to in writing, such Capital Asset (or the then fair market value of same) shall be returned to the CRCS or otherwise disposed of as directed by the CRCS. Upon successful completion of the Support to the Grantee may retain the Capital Asset or dispose of it as directed and/or agreed upon by the CRCS. The Capital Asset and inventory listings must be made available by the Grantee to the CRCS upon request.
5. **Relationship.** Nothing in this Application shall constitute or be construed to create a partnership, agency, joint venture, or an employment relationship as between the Parties and neither Party shall hold itself out as partner, agent, joint venturer, or employee of the other or any other type of relationship that renders one Party liable for the debts or obligations of the other Party except as specifically provided for in this Application. Nothing in this Application creates any undertaking, commitment, or obligation by the CRCS respecting additional or future funding of the Support beyond the Term, or that exceeds the maximum contribution specified in this Application. In addition, nothing in this Application creates nor is to be interpreted, construed, or held out as creating any role, responsibility, obligation, or interest for or in either Government.
6. **Confidentiality.** Each Party acknowledges that, during the Term of this Application, it may be required from time to time to disclose to the other Party certain confidential and proprietary materials, information and data relating to that Party's activities (all of which is referred to as "Confidential Information"). Each Party acknowledges that the other's Confidential Information, other than that which is publicly known, is confidential and proprietary information. The Parties shall not, during the term of this Application or thereafter, use, disclose, divulge, or make available each other's Confidential Information to any third party either directly or indirectly in any manner whatsoever without the prior written consent of the other Party. Notwithstanding anything to the foregoing, the CRCS may share Confidential Information with its advisors and the Governments as required. The Grantee acknowledges that each Government is subject to access to information legislation and information obtained by the Governments pertaining to this Application may be disclosed by the Governments to the public upon a request made pursuant to the applicable access to information legislation.
7. **Termination.** The CRCS shall have the right to terminate this Application at any time and for any reason on ten (10) days' written notice to the Grantee. In the event of improper use of the funds by the Grantee under, or a material breach by the Grantee of, any term of this Application, as determined by the CRCS, the CRCS may terminate this Application effective immediately upon delivery of written notice of termination to the Grantee. In the event of termination, the Grantee will forthwith refund to the CRCS any monies advanced by the CRCS and not expended in accordance with the terms of this Application and the CRCS will have no further obligations under the Application.
8. **Books and Records and Reporting.** Each Party shall maintain full and complete books and records of the Support. The CRCS and each Government reserves the right to audit the Grantee and the Grantee shall provide reasonable access to its books and records for this purpose for a period of seven years following completion of the Support. The Grantee shall provide full and complete reports, including invoices, receipts, vouchers, payment records, results achieved or any discrepancies thereof, on the Support to the CRCS, and/or the Governments in the form required. In addition to the foregoing, the Grantee will cooperate with any inquiry into the use of the funds by the CRCS, the Governments, and their agents or representatives and grant access to its documents, records, and premises as required for such inquiry. The Grantee understands that any concerns may be discussed by either Government with the CRCS and/or the Grantee and that the results may be reported to Parliament.
9. **Segregation of Funds.** The Grantee shall keep all funds received from the CRCS segregated and apart from other funds of the Grantee, either in its accounting system or in a separate bank account, so that the funds of the CRCS are separately identifiable.
10. **Monitoring and Evaluation.** The Grantee will be responsible for the routine management and monitoring of the Support. The Grantee shall permit the CRCS or the Governments to enter any premises used by the Grantee in connection with the Support at reasonable



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- times and upon reasonable notice, in order to observe and evaluate the activities and inspect all records relating to the Support. The Grantee consents to the provision of contact information of members of the board of directors and/or management of the organization so that they can participate in a survey, interview, case study or other data collection exercise initiated by either Government.
11. **Amendment.** This Application may be amended upon mutual written agreement of the Parties. Notwithstanding the foregoing, the CRCS may amend the Terms and Conditions of the Application by providing ten days’ written notice to the Grantee.
  12. **Assignment or Subcontracting.** Neither Party may assign, pledge, mortgage or otherwise encumber any of its rights under this Application without the prior consent of the other.
  13. **Contractual Commitments with Third Parties.** The CRCS shall not be held liable for any contractual commitments entered into by the Grantee with any third party for the performance of the Support.
  14. **Compliance with Laws and Governing Laws.** Each of the Parties agree to comply with all laws, ordinances, rules, and regulations of any government or administrative agency, federal, provincial, state, or local that affect the Support. The Grantee shall obtain, prior to the commencement of the Support, all permits, licences, consents, and other authorizations that are necessary for carrying out the Support. The Grantee shall ensure that professionals delivering specialized services as part of or related to the Support have the relevant certifications or checks. This Application and the rights and obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
  15. **Dispute Resolution.** In the event a dispute arises out of or in connection with this Application, the dispute shall be settled by arbitration before a single arbitrator in Ottawa, Ontario, in accordance with *the Arbitration Act, 1991 (Ontario)* or as otherwise agreed upon by the Parties to the dispute. All proceedings relating to arbitration shall be kept confidential, and there shall be no disclosure of any kind. The decision of the arbitrator shall be final and binding and shall not be subject to appeal on a question of fact, law or mixed fact and law.
  16. **Indemnity.** The Grantee agrees, both during and following the Term, to defend, indemnify, and hold the Governments, CRCS, its directors, officers, members, employees, volunteers, agents and affiliates, and their respective directors, officers, members, employees, volunteers, agents harmless from and against any direct loss, claim, cause of action, suit, injury, expense, damage or liability, including reasonable legal costs, relating to or as a result of: (a) this Application or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder; (b) the negligence or wilful misconduct of the Grantee in connection with or related to the performance of its obligations pursuant to this Application; (c) any misrepresentation made by the Grantee in any application to or communication with the CRCS or made by the Grantee in furtherance of its performance pursuant to this Application; or (d) any breach or default by the Grantee of any of its obligations pursuant to this Application.
  17. **Governments No Responsibility.** The Grantee agrees nothing in this Application shall have the effect of, or be interpreted as creating any responsibility, commitment, obligation, or liability for the Governments.
  18. **Procurement.** The Grantee must use a competitive process for the procurement of goods, assets and services for the Support that enhances access, transparency, competition and fairness and results in best value. The Grantee shall ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods, services, or assets for the Support to a specific person or entity.
  19. **Intellectual Property.** Any work, including, without limitation, deliverables, reports, data collected and processed, creative assets, course materials, drafts, apps, software tools or edits to the CRCS programs, created by or during the activities using funds contributed by the Governments and provided by CRCS shall be the sole property of CRCS. The Grantee shall, execute all documents, do all other acts necessary and generally assist CRCS to secure and protect its ownership on, and intellectual property rights in and to such work. Additionally, the Grantee: (i) warrants that the works shall not infringe on the copyrights of others; and (ii) shall include an acknowledgement, in a manner satisfactory to the Governments, on any work which is produced by it with funds contributed by the Governments and provided by CRCS under this Application, acknowledging that the works were produced with funds contributed by the Governments, and identifying the Grantee as being solely responsible for the content of such work . All materials supplied by CRCS to Grantee in connection with this Application, including, without limitation, and as may be applicable, all manuals, reports, data, artwork, graphics, logos, video and other products and documents, are and shall remain the sole property of CRCS (“CRCS Materials”). No rights are transferred to Grantee with respect to the CRCS Materials, except to the extent necessary to perform the Support. All materials of Grantee, which may include, without limitation, pre-existing materials, templates, forms, know-how, processes, precedents, software and technologies, created, developed and/or produced outside of the activities and without using the funds contributed by the Governments and provided by CRCS, are and shall remain the sole property of Grantee (“Grantee Materials”). No rights are transferred to CRCS with respect to the Grantee Materials, except to the extent necessary for the performance of this Application.