

THIS AGREEMENT made the 19<sup>th</sup> day of April 2016.

**BETWEEN:**

**HER MAJESTY THE QUEEN**, in right of the Province of Nova Scotia, as represented by the Minister of Communities Culture and Heritage ("Province")

**OF THE FIRST PART**

-and-

**ENGAGE NOVA SCOTIA CIVIC ENGAGEMENT SOCIETY**, a society incorporated pursuant to the *Societies Act* ("Engage NS")

**OF THE SECOND PART**

**WHEREAS** Engage NS is a registered society, which aims to promote Nova Scotia's economic, social, cultural and environmental potential;

**AND WHEREAS** Engage NS has agreed to carry out public engagement services on the terms and conditions set out in this Agreement (the "Project");

**AND WHEREAS** Engage NS has requested financial assistance from the Province in support of its work on the Project;

**AND WHEREAS**, the Province will provide Engage NS with office space for the term of this Agreement, at no cost to Engage NS, subject to such terms and conditions as are acceptable to the Province at its sole discretion (the "Lease");

**AND WHEREAS** the Province wishes to provide additional financial assistance to Engage NS to enable its work on the Project and such other work of Engage NS which is complementary to the objectives of the Project;

**NOW THEREFORE**, in consideration of the terms and mutual covenants hereinafter contained, the Parties hereto agree as follows:

**CONTRIBUTION OF PROVINCE**

1. The Province will provide funding to Engage NS in cash and in-kind contributions as set out in this Agreement in support of the Project and such other work of Engage NS which is complementary to the objectives of the Project. The funding provided by the Province to Engage NS, as outlined in this Agreement, does not include the value of the commercial space which will be provided to Engage NS under the terms of the Lease.

2. The Province will provide cash contributions in support of Engage NS's work on the Project and such other work of Engage NS which is complementary to the objectives of the Project as follows:
  - (i) for the 2016-17 fiscal year of the Province (Year One), Two Hundred Thousand Dollars (\$200,000) within 30 days of execution of this Agreement; and
  - (ii) subject to appropriation by the Legislature: for the 2017-2018 fiscal year of the Province (Year Two), Two Hundred Thousand Dollars (\$200,000) on or before May 31, 2017.
3. In addition to the cash contributions outlined in clause 2 of this Agreement and subject to appropriation by the Legislature, for every eligible dollar donated to Engage NS, the Province will provide one dollar to Engage NS up to a total maximum matching contribution by the Province of Two Hundred Thousand Dollars (\$200,000) for Year One, and Two Hundred Thousand Dollars (\$200,000) for Year Two.
4. For the purposes of clause 3 of this Agreement, a donation to Engage NS will only be considered "eligible" if the Province is satisfied, in its sole discretion, that the following conditions have been met:
  - (i) for Year One matching funds, the donation is made between April 1, 2016 and March 31, 2017;
  - (ii) For Year Two matching funds, the donation is made between April 1, 2017 and March 31, 2018;
  - (iii) the donation is monetary in nature, and
  - (iv) the donation was not made by a provincial government business unit or government business enterprise of the Province.

And for greater certainty, a donation made by a municipality will be considered an "eligible" donation.

5. The Province agrees to second three (3) employees to Engage NS until March 31, 2018. The terms and conditions under which the employees will be seconded by the Province to Engage NS will be set out in agreements separate to this Agreement.
6. The Province will provide Engage NS with furniture and computer equipment, as detailed in Schedule "A" to this Agreement until the earlier of the termination of the Lease or March 31, 2018 (the "Personal Property"). The provision of Personal Property to Engage NS pursuant to this Agreement may be extended at the sole discretion of the Province.

## THE PROJECT

7. Engage NS agrees that in consideration of the funding provided under this Agreement, it will undertake activities related to the Project and provide detailed reporting to the Province as more particularly set out in schedule "B" to this Agreement.

## OBLIGATIONS OF ENGAGE NS

8. Engage NS represents and warrants to the Province that it is a registered charity under the *Income Tax Act* (Canada).

9. Engage NS agrees to expend the Province's funding disbursed to it under this Agreement in support of the Project, as outlined in Schedule "B" and such other work of Engage NS which is complementary to the objectives of the Project.
10. In addition to reporting requirements in Schedule "B", interim reports may be requested by the Province from time to time with respect to expenditures of the Province's funding or progress of the Project and Engage NS will provide such reports to the Province within 15 days of such a request.
11. Engage NS will provide the Province with quarterly financial reports, which shall include the name and address of every eligible person that has made a charitable donation for which Engage NS is requesting the Province to provide a matching donation pursuant to clause 3 of this Agreement. Such quarterly reports shall be provided within 30 days of the following dates:
  - (i) June 30, 2016
  - (ii) September 30, 2016
  - (iii) December 31, 2016
  - (iv) March 31, 2017
  - (v) June 30, 2017,
  - (vi) September 30, 2017,
  - (vii) December 31, 2017
  - (viii) March 31, 2018
12. If requested by the Province, Engage NS agrees to provide to the Province a audited financial statements for each year of this Agreement.
13. Engage NS acknowledges that it has no right or title to ownership of any of the Personal Property and agrees that it will not encumber the Personal Property in any manner. Engage NS acknowledges and agrees that it shall be solely responsible for all maintenance and upkeep of the Personal Property while in its possession.
14. Subject to the Province agreeing to extend the term for the use of the Personal Property, Engage NS shall return the Personal Property to the Province on or before the earlier of the termination of the Lease and March 31, 2018 and it shall ensure that the Personal Property is returned to the Province in substantially the same condition that is was provided, reasonable wear and tear excepted.

#### **TERM, TERMINATION AND RENEWAL**

15. This Agreement is for a two year term commencing on April 1, 2016 and ending March 31, 2018 unless amended or terminated earlier in accordance with this Agreement.
16. This Agreement may be terminated by the Province by giving Engage NS at least one month written notice of termination.
17. Subject to all required approvals, this Agreement may be renewed for a single year or multiple years on terms and conditions to be agreed by the parties.

## EVENTS OF DEFAULT AND REMEDIES ON DEFAULT

18. The following constitutes Events of Default:
- (i) Engage NS becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
  - (ii) an order is made or resolution passed for the winding up of Engage NS, or Engage NS is dissolved;
  - (iii) Engage NS has submitted false or misleading information;
  - (iv) in the opinion of the Province, Engage NS has ceased to function and/or has become unable to carry out the Project;
  - (v) Engage NS has not met or satisfied a material term or condition of this Agreement.
19. If any Event of Default has occurred, the Province may, upon giving fifteen (15) business days' notice to Engage NS, do one or more of the following:
- (i) terminate any obligation by the Province to contribute or continue to contribute to the Project under this Agreement,
  - (ii) terminate the Lease;
  - (iii) terminate the employee secondments;
  - (iv) require the return or reconciliation of any unspent funding back to the Province.

## NON-LIABILITY AND INDEMNITY

20. The Province shall not be liable for any claims, actions, suits, damages, costs or expenses arising from any injury, death or damage to property resulting from or arising out of any act or omission of Engage NS, its servants, agents or contractors, in carrying out the Project.
21. Engage NS agrees that it shall at all times indemnify and save harmless the Province, its Ministers, officers, employees and agents from and against all claims, demands losses, costs, damages, actions, suits or other proceedings of any kind based upon injury, including death, to any person, or damage to or loss of property arising from any wilful or negligent act, omission or delay on the part of Engage NS, its servants or agents in carrying out the Project.

## ASSIGNMENT

22. This Agreement shall not be assigned or subcontracted by Engage NS for any reason without the prior written consent of the Province, which consent may be withheld for any reason.

## NOTICE

23. All notices and communications under this Agreement shall be deemed duly given upon being delivered by hand, or three days after being posted or sent by registered mail, to a Party hereto at the following address:

### FOR THE PROVINCE

Executive Director, Secretariat Division  
 1741 Brunswick St., 3rd Floor  
 P. O. Box 456, STN Central  
 Halifax, Nova Scotia  
 Canada B3J 2R5

**FOR ENGAGE NS**

Ramona Lumpkin  
 President  
 Mount Saint Vincent University  
 166 Bedford Highway  
 Halifax, NS  
 B3M 2J6

**ENTIRE AGREEMENT**

24. This Agreement, including the Preamble and the Schedule attached hereto, constitute the whole agreement between the Parties unless duly modified by the Parties by agreement in writing. No representation or statement not expressly contained herein shall be binding upon either Party.

**HEADINGS**

25. The division of this Agreement into sections and the insertion of headings are for convenience of reference only and do not affect the interpretation of this Agreement.

**GOVERNING LAWS**

26. This Agreement shall be construed and interpreted in accordance with the laws of the Province of NS. This Agreement shall ensure to the benefit of and is binding upon the Parties hereto and their respective successors and assigns.

**PARTIAL INVALIDITY**

27. If any term or provision of this Agreement shall be found to be illegal or unenforceable, it will be deemed to be served from this Agreement and the remaining provisions will nevertheless continue to be in full force and effect.

**FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

28. Engage NS acknowledges that the Province is subject to the NS *Freedom of Information and Protection of Privacy Act* (the "Act") and that the obligations of the Province under the Act supersede any provisions of this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year last below written.

**SIGNED, SEALED AND DELIVERED**

In the presence of:

M. Church.

Witness

) HER MAJESTY THE QUEEN in the right of the  
) Province of Nova Scotia  
)  
)

Per:

[Signature]  
Minister of Communities, Culture and  
Heritage

Date:

April 19, 2016.

) Engage Nova Scotia Society  
)  
)

Per:

[Signature]  
Ramona Lumpkin, Chair Engage Nova  
Scotia

Date:

April 12, 2016

S. 20(1)

20(1)

Witness

## Schedule "A"

Engage NS surplus furniture and Equipment on loan from  
 Department of Internal Services  
 Reference Loan Voucher 03-00-000-005

Class Code	Tag Class	Tag	Quantity	Replacement Price
0450050003	TABLE, COFFEE/END, W 024 IN, L 024 IN	632302	1	\$100.00
	TABLE, COFFEE/END, W 024 IN, L 024 IN	632303	1	\$100.00
	TABLE, COFFEE/END, W 024 IN, L 024 IN	634884	1	\$100.00
	TABLE, COFFEE/END, W 024 IN, L 024 IN	634887	1	\$100.00
	TABLE, COFFEE/END, W 024 IN, L 024 IN	634888	1	\$100.00
	TABLE, COFFEE/END, W 024 IN, L 024 IN	634889	1	\$100.00
0450010008	TABLE, BOARDROOM, W 072 IN, L 120 IN	589925	1	\$1,700.00
0450050002	TABLE, COFFEE/END, ROUND OR OVAL 048 IN	563071	1	\$150.00
0530010004	FILE Cabinet, LATERAL, 2 DRAWERS	632067	1	\$543.00
	FILE CABINET, LATERAL, 2 DRAWERS	632068	1	\$543.00
0080050001	CHAIR, LOW/MID BACK	605602	1	\$250.00
	CHAIR, LOW/MID BACK	605603	1	\$250.00
	CHAIR, LOW/MID BACK	605605	1	\$250.00
	CHAIR, LOW/MID BACK	605606	1	\$250.00
	CHAIR, LOW/MID BACK	605609	1	\$250.00
	CHAIR, LOW/MID BACK	605611	1	\$250.00
	CHAIR, LOW/MID BACK	605628	1	\$250.00
0110110001	COAT TREE, WOOD	621494	1	\$100.00
0400010007	REFRIGERATOR, DOMESTIC, MINI	444959	1	\$225.00
	PROJECTOR UNIT		1	-
	PROJECTOR UNIT		1	-
	MULTIFUNCTION DEVICE (PRINTER/SCANNER)		1	-

## Schedule "B"

### Roles and Responsibility of Engage NS respecting the Project

Engage NS agrees to,

- (a) Play a leadership and support role in engaging citizens and carrying out ongoing engagement activities, with the goal of more people stepping up to address our economic, social, cultural, and environmental challenges and opportunities.
- (b) Conduct workshops and provide tools for building capacity for engagement, community collaboration, and leadership in sectors and communities across Nova Scotia.
- (c) Engage Nova Scotians from across the province in inclusive discussions, initiatives and collaborations focused on addressing the challenges of "attitude" as referenced in the work of the One Nova Scotia Commission and One Nova Scotia Coalition reports.
- (d) Share data and information gathered via Engage NS initiatives with Communities, Culture and Heritage, as and when relevant evaluations of projects are done and surveys are completed.
- (e) Advise and support Communities, Culture and Heritage on initiatives when public engagement is a core component of the work (E.g. Culture Action Plan, Canada 150 etc.)
- (f) Provide an annual report on financial and operational activities to Communities, Culture and Heritage for each year of this Agreement.
- (g) Provide additional written reports to Communities, Culture and Heritage on matters of common interest for the duration of this Agreement, as required in its discretion.
- (h) Carry out such other activities and undertakings as may be agreed by Engage NS and the Province.