

Date  
Application #

Organization Name  
Street, City, British Columbia, Postal Code Canada

Attention:

Based upon *your* application for funding under the Community Workforce Response Grant (the “**CWRG Program**”), we are pleased to inform *you* that we have approved *your* application for the *Project*, including the *Project Delivery Plan* and *Eligible Costs* set out in Schedule A – Grant Services (“**Schedule A**”). Please refer to Schedule B – Definitions and General Terms (“**Schedule B**”) for additional defined terms used (and shown in italicized font) in this letter (“**Approval Letter**”) (Schedule B governs in the event of any inconsistency).

The following provisions of this Approval Letter, along with Schedule A and Schedule B, will together form a “Shared Cost Arrangement Agreement” between *you* and the *Province* with respect to *your* delivery of the *Project*. When the *Agreement* is in place, *your* primary obligations and the funding stipulations and *Claim* process will be as follows:



**PARTICIPANT INFORMATION  
FORM SUBMISSION**

All PIFs should be uploaded 5 days before Training starts, but only if the Training start date has been confirmed. The Agreement Holder should contact the Ministry if there are challenges with providing the PIF prior to training. The cut-off for submitting PIFs is 7 days after the Training start date.

**CLAIM SUBMISSION**

Claims for reimbursement of all Eligible Costs should be submitted no sooner than 7 days and no later than 14 days after the Training start date. All Claims are to be submitted no later than March 1st of the Agreement Fiscal Year.

**PROOF OF PAYMENT  
SUBMISSION**

No later than 30 days after each Payment is received from the province.

**PARTICIPANT COMPLETION  
REPORT SUBMISSION**

By the earlier of the end of the Term or 90 days following the Training end date.

1. *You* must arrange and pay for all components of the *Project* delivered by *Third Party Service Providers* if required. Should a *Participant* be required to directly pay for any *Eligible Costs* associated with the *Project*,

*you* will be required to reimburse that *Participant* for those costs in full, even if they are later deemed to not be an *Eligible Cost*.

2. Subject to the terms of this *Agreement*, the *Province* will compensate *you* for up to 100 percent of the *Eligible Costs* (which, for greater certainty, includes any claimed *Administration Fees*), to the maximum amount(s) shown in Schedule A ("**Payment**") based on the number of complete *Participant Information Forms* submitted by eligible *Participants*.
3. No Payments will be made prior to the submission of all *Participant Information Forms*, using the *Skills Training Grant System*, in accordance with Paragraph 2.
4. Payments will normally be made within 30 days following receipt of a *Claim*.
5. Unless otherwise directed by the *Province*, *you* must use the *Skills Training Grant System* to electronically submit *Claims* and any *Reports* or other supporting documentation reasonably required by the *Province*. While multiple (non-duplicative) *Claims* can be made for the same *Project*, no Payment will be made until the *Province* has received a complete *Claim* that meets the *Province's* submission requirements. Unless otherwise approved in advance in writing, all *Claims* must be submitted by no later than March 1 of the same *Agreement Fiscal Year*.
6. When any Payment is made to *you* based on an *Invoice* provided by a *Third Party Service Provider*, copies of *Receipts* from the *Third Party Service Provider* for the payment of each such *Invoice* must be submitted to the *Province* no later than 30 days following the making of the Payment.
7. *Claims* for *Eligible Costs* are subject to audit and verification by the *Province* at any time, and original *Receipts*, *Invoices* and/or proof of expenditure records must be kept by *you* and made available for review for a minimum period of seven years following the end of the *Term*.
8. *You* are responsible for any costs or expenses, including what would otherwise be *Eligible Costs*, that are:
  - a. not identified in Schedule A;
  - b. over the maximum amount to be paid by the *Province* under this *Agreement*;
  - c. at any time deemed by the *Province* to be ineligible, due to *Participant* or *Third Party Service Provider* ineligibility, or to be an *Overpayment*;
  - d. not supported by *Receipts* or other records in accordance with paragraph 6 above; or
  - e. not submitted as a *Claim* by March 1 of the same *Agreement Fiscal Year* in accordance with paragraph 5 above.
9. *Participants* must:
  - a. be at least 16 years old at the time of *Participant Information Form* submission;
  - b. be Canadian citizens, permanent residents or protected persons entitled to work in Canada; and
  - c. meet any other eligibility requirements applicable to the CWRG Program under which the *Project* is being funded, as identified in the *CWRG Program Requirements*.

10. *You* are responsible for:

- a. ensuring that *Participants* meet the above eligibility requirements (if any *Participants* are found to be ineligible, the amount of the Payment will be prorated accordingly or, in the event of a Payment already made, the amount paid for any ineligible *Participants* will become an *Overpayment*);
- b. ensuring that *Participants* submit *Participant Information Forms*, using the *Skills Training Grant System*, by no later than 7 days after the Training start date of the of the *Project Services*;
- c. for any *Participants* that withdraw from *Training* prior to completion, sending them a request, using the *Skills Training Grant System*, to complete and submit to the *Province* an *Early Withdrawal Form*;
- d. unless otherwise directed by the *Province*, sending *Participants* a request on or before the last day of *Training*, using the *Skills Training Grant System*, to complete and submit to the *Province* a *Participant Exit Form*; and
- e. completing an *Attestation* through the Skills Training Grant System within 90 days of the *Training* end date.

11. All or any part of any Payment made to *you*, including *Administration Fees*, may later be deemed by the *Province*, acting reasonably, to be an *Overpayment* (to the extent that value for money was not received, as determined by *us* in *our* sole discretion) for any of the following reasons:

- a. the *Project* was not delivered in whole or in part in accordance with Schedule A;
- b. the *Project* is not completed by the end of the *Term*;
- c. *your Claim* included any items that were not *Eligible Costs* (including if those items are *your* responsibility in accordance with paragraph 8 above;
- d. *you* fail to provide or ensure the provision of any *Receipts* or *Report(s)* that *we* require;
- e. *you* receive funding or any refund from any other person or entity, including another government or governmental body, that covers any of the *Eligible Costs*; or
- f. any prepaid or reimbursed *Skills Training* funds were improperly expended in accordance with paragraph 14 or reduced in accordance with subparagraphs 15 c) or 15 d) i) or *Employment Support Services Costs* or *Participant Financial Supports* costs were reduced, unexpended or improperly expended in accordance with paragraph 15. For greater certainty, if any funding is reduced in accordance with this *Agreement*, any associated *Administration Fees* will be reduced accordingly, and those reduced fees will be subject to this subparagraph.

12. At the end of the *Term*, any outstanding *Overpayments* will become a debt owing to the *Province* and must be repaid by *you* within 14 days.

13. At the end of the *Term* or within 90 days following the *Training* end date, whichever is earlier, *you* must submit a *Participant Completion Report*.

14. *You* cannot expend more than the total maximum amount of *Skills Training* funds set out in Schedule A (as may be reduced in accordance with subparagraphs 15 c) or 15 d) i)) under any circumstances and, if *your Project* has been approved to utilize more than one *Third Party Service Provider* to provide *Skills Training*, the funds designated for each such *Third Party Service Provider* must not be reallocated or used to pay

another *Third Party Service Provider*, even if those designated funds are not specifically broken out in Schedule A.

15. You may expend the *Employment Support Services* funds and *Participant Financial Supports* funds set out in Schedule A (as may be reduced in accordance with subparagraph 15 c)), in a manner that you believe will best support each *Participant's* needs, subject to the following:
- a. in respect of the *Project* as a whole, you cannot under any circumstances expend more than the total maximum amount of *Employment Support Services* or *Participant Financial Supports* set out for each of those funding categories in Schedule A (for clarity, this means that no *Employment Support Services* funds may be spent on *Participant Financial Supports* and no *Participant Financial Supports* funds may be spent on *Employment Support Services*);
  - b. you can only expend funds on *Employment Support Services* costs and *Participant Financial Supports* costs for a *Participant* who has submitted a *Participant Information Form* and only while they are participating in their *Training*;
  - c. if any *Participant* does not submit a *Participant Information Form* or has submitted their *Participation Information Form* but does not start their *Training*, the *Skills Training* funds, *Employment Support Services* funds, and *Participant Financial Supports* funds allocated to them in the "Cost Per Participant" column in the table in Schedule A can only be transferred to a new *Participant* that is enrolled in their place ("**Replacement Participant**") up to 7 days following the start of *Training*; failing which the total maximum amount of funding available for *Skills Training* costs, *Employment Support Services* costs and *Participant Financial Supports* costs set out in Schedule A will automatically be reduced accordingly;
  - d. if, after submitting their *Participant Information Form* and starting their *Training*, any *Participant* does not complete their *Training* (each, a "**Non-completing Participant**"), and there is no *Replacement Participant* as of 7 days following the start of *Training*, then:
    - i. the total maximum amount of funding available for *Skills Training* and *Employment Support Services* set out in Schedule A will automatically be reduced by the amount of *Skills Training* funding and *Employment Support Services* funding allocated to the *Non-completing Participant*, less any pre-paid, non-refundable *Skills Training* costs, and
    - ii. the funds allocated to the *Non-completing Participant* for *Participant Financial Supports* (being the per *Participant* amount shown in Schedule A) can be redirected to one or more existing *Participant(s)*, provided that:
      - A. those funds are reasonably required by such other existing *Participant(s)*, and;
      - B. the redirection of funds does not cause the *Participant Financial Supports* expenditure to exceed the Schedule A total *Participant Financial Supports* allocation; and
      - C. any amount that you expend on *Employment Support Services* or *Participant Financial Supports* contrary to this section 15 will be deemed to be an *Overpayment*.
16. You must comply with all parts of this *Agreement* (including Schedule B), the *CWRG Program Requirements* and all applicable laws.

17. The *Province* reserves the right to contact *Participants*, *Third Party Service Providers*, or any other person in order to substantiate *Claim* requests, *Project Services* activities, records or other matters pertaining to *your* obligations under or *your* participation in the CWRG Program.

If the terms of this Agreement are acceptable to *you* and *you* wish to proceed with the *Project*, *you* must first review and confirm that *you* have read and understand each part of the *Agreement*, including Schedule A and Schedule B. *You* must then agree to be bound by the *Agreement* by electronically accepting the *Agreement* using the “Accept Agreement” button on the “Review and Accept Grant Agreement” page. If *we* do not receive *your* acceptance of the *Agreement* within 5 business days of the date of this Approval Letter, this approval will expire.

If, after entering into the *Agreement*, *you* want to make a change to the *Project*, including making a change to a *Third Party Service Provider* or training venue(s), *you* must contact the *Province*.

Start and end dates for *Training* for the *Project* can only be modified with the prior approval of the *Province*, and approval won't be provided unless:

1. the *Training* start date is not later than February 27, or another date designated by *us*, within the *Agreement Fiscal Year*;
2. the *Eligible Costs* for all invoiced components of the *Project* are still incurred in the *Agreement Fiscal Year*; and
3. no other material changes are made to the *Project*.

If, before entering into the *Agreement*, *you* do not intend to proceed with the *Project*, *you* may reject this *Agreement* by clicking the “Cancel” button and then the “Reject Agreement” button in the *Skills Training Grant System*. If *you* wish to cancel the *Agreement* after it has been entered into, *you* must contact Community Workforce Response Grant Program Staff before the *Project* begins. However, doing so will mean that *your* file will be closed and the *Agreement* cannot be re-opened.

Thank you for your participation in the Community Workforce Response Grant Program. The Province of British Columbia introduced the CWRG Program to assist communities, sectors and industries to respond to emerging, urgent labour market needs by providing skills and supports to unemployed and precariously employed British Columbians and connecting them to good-paying jobs in their communities.

We are interested in your feedback and would appreciate learning from your experience with the CWRG Program. Please contact us with any questions or concerns at [CWRG@gov.bc.ca](mailto:CWRG@gov.bc.ca).

Sincerely,

Director  
Community Workforce Response Grant Program

I am authorized to act and to enter into this Agreement on behalf of the Applicant. On the Applicant's behalf, I do hereby accept and agree to all of the terms and conditions of this Agreement, including this Approval Letter and associated Schedule A and Schedule B.

Sample Only  
CWRG Agreement  
(Approval Letter, Schedule A and B)  
Revised Date: March 31, 2025

265XXX - Project Description

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## Schedule A – Grant Services

COMPLETE

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**Agreement Number:** 265XXX

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**Applicant Name:** XXXX

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## Agreement Term

**Agreement Accepted:** Date

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**Term Start Date:** Date

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**Term End Date:** Date

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**Claim submission deadline:** March 01, 2026  
**Agreement Fiscal Year:** April 01, 2025, to March 31, 2026

# Project Delivery Plan

Any material changes to this Agreement, including any changes to the training venue(s), require the consultation and approval of the CWRG Program staff.

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Skills Training Course Title	Third Party Training Provider	Start Date	End Date
Course Title XX	Training Provider XX.	2025-XX-XX	202X-XX-XX

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Service Component	Third Party Service Provider	In-Scope Services
Employment Support Services	XX	
Participant Financial Supports		

**NOTE:** Participant Information Forms should be submitted 5 days before the Training start date. Where an Agreement Holder is unable to ensure submission, they should contact the Ministry. No Participant Information Forms will be accepted later than 7 days after the Training start date.

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<b>Participant Reporting Due Date:</b>	XXX
<b>Number of Participants in Project:</b>	XX

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Eligible Costs

<b>Expense type</b>	<b>Number of Participants</b>	<b>Cost per Participant</b>	<b>Total Cost</b>	<b>Requested Government Contribution</b>
Skills Training	XX	\$XXX.00	\$XXX.00	\$XXX.00
> XXX			\$XXX.00	
Employment Support Services	10	\$XX.00	\$XX.00	\$XX.00
Participant Financial Supports	10	\$XX.00*	\$XX.00	\$XX.00
Administration Fees			\$XX.00	\$XX.00
<b>Totals</b>			<b>\$XX.00</b>	<b>\$XX.00</b>

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\*Participant Financial Support amounts allocated to individual Participants can vary but the total for all Participant Financial Supports expenditures for all Participants combined cannot exceed the maximum "Total Cost" allocation for Participant Financial Supports.

## Schedule B - Definitions and General Terms

### 1 Definitions

In this Agreement (including the Approval Letter), in addition to terms defined in the Approval Letter:

- **“Administration Fees”** means the amount available to the Agreement Holder to offset costs associated with Project management, the outreach to and recruitment of Participants, and the preparation and submission of Claims and Reports, at an amount equal to 10% (except as otherwise approved by the Province in writing) of the combined costs of Skills Training, Employment Support Services and Participant Financial Supports based upon actual Participant participation and Participant Information Form submission in accordance with this Agreement;
- **“Agreement”** means the Shared Cost Arrangement Agreement between the Province and the Agreement Holder which will be formed upon the Applicant’s acceptance of the terms and conditions of the Approval Letter, Schedule A and Schedule B;
- **“Agreement Fiscal Year”** means the Fiscal Year in which the Agreement was formed, as identified in Schedule A;
- **“Agreement Holder”** means the Applicant after the Applicant’s acceptance of the terms and conditions of the Approval Letter, Schedule A and Schedule B;
- **“Applicant”** means the organization that applied for a grant under the CWRG Program and to whom the Approval Letter has been addressed;
- **“Attestation”** means the document provided to the Province by the Agreement Holder, confirming the total amount of Participant Financial Support funding expended during Training, along with the total amount, if any, of unexpended Participant Financial Supports.
- **“Claim”** means the submission of any Receipts or Invoices in order to claim a Payment;“
- **CWRG Program Requirements”** means the general principles, intent, policy, criteria, requirements and Participant and Agreement Holder obligations relating to the CWRG Program, as may be amended by the Province in its sole discretion from time to time, which can be viewed on the [‘Grant Overview’](#), or such other location as we may specify from time to time;
- **“Early Withdrawal Form”** means the document, in the form and manner prepared and provided by the Province, in which a Participant describes the Participant’s reasons for withdrawing from the Training prior to completion;
- **“Eligible Costs”** means those costs associated with providing Project Services that are eligible for Payment in strict accordance with the CWRG Program Requirements and this Agreement, up to the maximum amounts set out in Schedule A and, for Payment purposes, includes the Administration Fees that may be earned by the Agreement Holder up to the maximum amount set out in Schedule A;
- **“Employment Support Services”** (if included in Schedule A) means the component of Project Services provided to Participants during their participation in the Project which are intended to enable labour market participation and increase employability, using services such as assessments, training plan development, job readiness skills development (including resume writing and interview skills), mentoring, coaching and Indigenous cultural supports, in accordance with the CWRG Program Requirements and as may be set out in more detail in Schedule A;
- **“Fiscal Year”** means the period beginning on April 1 and ending on March 31 of the following calendar year;

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Agreement (Approval Letter,  
Schedule A and B)

- **“Invoice”** means the document(s) related to a request for Payment, without a Receipt, of any Eligible Costs;
- **“Ministry”** means the Province ministry responsible for the CWRG Program;
- **“Overpayment”** means any and all amounts provided by the Province to the Agreement Holder that are not expended during the Term on Eligible Costs or that are otherwise deemed ineligible in accordance with this Agreement;
- **“Participant”** means each individual that the Agreement Holder has enrolled in the Project and that is receiving, or has received, Project Services;
- **“Participant Completion Report”** means the final report to be submitted by the Agreement Holder providing details regarding Project completion and the achievement of anticipated employment outcomes for all Participants, in the form and manner to be provided by the Province;
- **“Participant Exit Form”** means the document, in the form and manner prepared and provided by the Province, for completion by Participants who have completed the Training;
- **“Participant Financial Supports”** (if included in Schedule A) means the financial supports component of the Project Services provided to Participants during their participation in the Project that are intended to remove barriers to their success in the Project, such as costs for childcare, transportation, personal protective gear, required uniforms, travel, accommodation and disability supports, in accordance with the CWRG Program Requirements and as may be set out in more detail in Schedule A;
- **“Participant Information Form”** or **“PIF”** means Participant personal information forms that are to be submitted directly by all Participants via the Skills Training Grant System;
- **“Parties”** means, collectively, you and the Province;
- **“Party”** means either you or the Province, as the context requires;
- **“Project”** means the entire project proposed by the Applicant and approved by the Province pursuant to the Approval Letter, for the provision of the Project Services to Participants in accordance with the Agreement;
- **“Project Delivery Plan”** means the plan for the Agreement Holder’s delivery of the Project, as approved by the Province, and attached to or otherwise included as part of Schedule A;
- **“Project Services”** means all of the Employment Support Services, Participant Financial Supports, and Skills Training to be provided to Participants under the Project, as set out in Schedule A;
- **“Province”, “we”, “us”, or “our”** means His Majesty the King in right of the Province of British Columbia, represented by the Minister of Post-Secondary Education and Future Skills;
- **“Receipt”** means the document(s) that are related to and that verify a request for a Payment for any Employment Support Services, Participant Financial Supports or Training expenses already incurred by the Agreement Holder;
- **“Reports”** means, collectively, any and all reports or other information as may at any time be required under the CWRG Program Requirements or this Agreement, which are to be provided to the Province by the Agreement Holder or by any Participant;
- **“Skills Training”** means the mandatory training component of the Project Services in accordance with the CWRG Program Requirements and as set out in more detail in Schedule A;
- **“Skills Training Grant System”** means the web-based [CWRG Grant application system](#), through which applications, change requests, Participant Information Forms, Claims, Participant Exit Forms, Early Withdrawal Forms, Attestations, and Reports are to be submitted;
- **“Term”** means the period that begins and, unless otherwise agreed in writing or this Agreement is

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Agreement (Approval Letter,  
Schedule A and B)

terminated earlier in accordance with its terms, ends on the dates set out in Schedule A;

- **“Third Party Service Provider”** means any third party service provider that is eligible, in accordance with the CWRG Program Requirements, and at arms’ length from the Agreement Holder and is chosen by the Agreement Holder and listed in Schedule A, or otherwise approved by the Province in accordance with this Agreement;
- **“Training”** means a Participant’s participation in, and receipt of services under, the Skills Training component of the Project, and if applicable, Employment Support Services component; and
- **“you”**, or **“your”** means the Applicant or the Agreement Holder, as applicable in the context in which it is used.

## 2 Agreement Holder’s Obligations

In addition to your other obligations and stipulations set out elsewhere in this Agreement, including the Approval Letter, you must:

- a) submit a Claim in order to request Payment for Eligible Costs, supported by Invoices, Receipts or other verification documentation acceptable to and as required by the Province, and in accordance with the “Payment Guidelines” provided by the Province;
- b) upon our request, promptly inform us regarding Participants’ Training and employment status and provide any additional information we may reasonably require;
- c) prior to making any public announcements with respect to your participation in the CWRG Program, obtain (by email request to [CWRG@gov.bc.ca](mailto:CWRG@gov.bc.ca) or such other address as we may specify from time to time) and comply with the most current “Marketing, Publicity and Communications Guidelines” and any other directions we may provide to you regarding such announcements and your acknowledgment of funding received from the Province and the Government of Canada for the Project;
- d) ensure that all Reports required by us are or have been submitted;
- e) immediately provide us with full and complete details regarding any Project funding that you receive or anticipate receiving from any other person or entity, including another government or governmental body;
- f) without limiting the record-keeping requirements contained in the Approval Letter, establish, maintain, and make available to us upon request, complete and accurate accounting and administrative records with respect to the Project, the Project Services, Third Party Service Providers (including their contact information), all Eligible Costs, Claims and any Overpayments (including any original receipts and other supporting documentation), in form and content satisfactory to us, and you must keep and make those records available to us upon request, for a period of at least seven years following the end of the Term; and
- g) comply with all Provincial Health Officer orders, all WorkSafeBC directions, and all similar information and instructions as applicable to the Project and this Agreement.

## 3 Holdback and Set-Off

We may temporarily withhold or set-off from any payment to you the amount of any Overpayment.

## 4 Relationship and Conflict of Interest

- a) You are independent of the Province and no partnership, joint venture, agency or other legal entity, relationship or structure will be created or will be deemed to be created by this Agreement or any actions of the Parties under this Agreement.
- b) You must not in any way commit or purport to commit the Province to the payment of money to any person or entity.
- c) During the Term, you must not perform a service for, or provide advice to, any person or entity where the

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performance of such service or the provision of the advice may, in our reasonable opinion, give rise to a conflict of interest. You must also not, without our consent, permit a Third Party Service Provider to deliver any Project Services where that delivery of Project Services may give rise to an actual or a perceived conflict of interest.

## 5 Assignment and Subcontracting

- a) You will not, without our prior written consent, either directly or indirectly assign this Agreement or any of your rights or obligations under this Agreement.
- b) If under this Agreement a Third Party Service Provider must deliver Project Services, only those Third Party Service Providers set out in Schedule A will be entitled to provide any of the Skills Training and/or Employment Support Services in accordance with Schedule A, unless approved by the Province in advance and in writing.
- c) No Third Party Service Provider arrangement entered into by you or any Participant will relieve you from any of your obligations under this Agreement or impose upon the Province any obligation or liability to such Third Party Service Provider, or any other third party including any Participant, under or in any way associated with any such arrangement.
- d) This Agreement will be binding upon and enure to the benefit of the Province and its assigns and you and your successors and permitted assigns.

## 6 Representations and Warranties

You represent and warrant that:

- a) you have the legal capacity to enter into and to fulfil your obligations under this Agreement;
- b) you have no knowledge of any fact that materially adversely affects, or so far as you can foresee, might materially adversely affect, your properties, assets, condition (financial or otherwise), business or operations or your ability to fulfil your obligations under this Agreement;
- c) all information, statements, documents and Reports at any time provided by you in connection with this Agreement are, will be and will remain, true and correct; and
- d) you are not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia that is relevant to the CWRG Program or the subject matter of this Agreement.

## 7 Default and Termination

- a) If you fail to comply with any provision of this Agreement, or if any representation or warranty made by you is or becomes untrue or incorrect, or if, in our opinion, you cease to operate or if a change occurs with respect to any one or more of your properties, assets, condition (financial or otherwise), business or operations which, in our opinion, materially adversely affects your ability to fulfil your obligations under this Agreement (each a “**Default**”), then we may do any one or more of the following:
  - i. waive the Default,
  - ii. require you to remedy the Default within a time period specified by us,
  - iii. suspend any Payment of Eligible Costs or any other amount that is due to you while the Default continues,
  - iv. terminate this Agreement, in which case the payment of the amount required under subsection 7 d) below will discharge us of all liability to you under this Agreement, or
  - v. pursue any other remedy available to us at law or in equity.
- b) Either Party may terminate this Agreement by giving the other Party at least 30 days’ written Notice.

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Agreement (Approval Letter,  
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- c) We may also terminate this Agreement, with immediate effect, if we determine that any action or inaction by you places the health or safety of any person at immediate risk.
- d) In the event that this Agreement is terminated by either Party, we will pay the Eligible Costs in respect of any component of the Project completed on or before the effective date of termination, plus any earned Administration Fees but less any outstanding Overpayment, which will discharge us of all liability to you under this Agreement.

## 8 Indemnity and Insurance

- a) You will indemnify and save harmless the Province, its employees, agents and contractors, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that it or they may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you or by any of your agents, employees, officers, directors or sub-contractors (including any Third Party Service Providers) pursuant to this Agreement.
- b) During the Term of this Agreement you will provide, maintain and pay for, or cause to be provided and maintained:
  - i. insurance as would normally be carried by a reasonably prudent service provider operating in British Columbia and providing services similar to the Project Services and the Province shall be added as an additional insured to all insurance relevant to the Project Services and evidence of such insurance shall be provided by you on a Province of British Columbia Certificate of Insurance within 10 days of being requested to do so by us, and
  - ii. personal optional protection insurance (consisting of income replacement and medical care coverage) if:
    - 1. you are an individual or a partnership of individuals and do not have the benefit of mandatory workers compensation coverage under the British Columbia *Workers Compensation Act*, and
    - 2. such personal optional protection insurance is available to you from WorkSafeBC or other sources.

## 9 Notice and Delivery

- a) In order to be effective, any legal notice required by this Agreement (“**Notice**”) must be in writing and delivered as follows:
  - i. to you, at your address shown in the Approval Letter, by:
    - 1. hand delivery (including by courier), in which case it will be deemed to be received on the day of its delivery, or
    - 2. prepaid mail, in which case it will be deemed to be received on the fifth business day after mailing; or
  - ii. to us by:
    - 1. email to the following email address: [CWRG@gov.bc.ca](mailto:CWRG@gov.bc.ca), in which case it will be deemed to be received upon confirmation of receipt,
    - 2. hand delivery (including courier), in which case it will be deemed to be received on the day of its delivery, to: 835 Humboldt St., Victoria, B.C., V8W 4W8, or
    - 3. prepaid mail, in which case it will be deemed to be received on the fifth business day after its mailing, to: PO Box 9881, Stn Prov Govt, Victoria, BC, V8W 9T6
- b) Either Party may, from time to time, notify the other Party in writing of a change of address for delivery and, following the receipt of such Notice in accordance with subsection 9 a), the new address will, for the purposes of this Section 9, be deemed the delivery address of the Party giving Notice.

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Agreement (Approval Letter,  
Schedule A and B)

## 10 Miscellaneous Terms

- a) The Schedules to this Agreement and the CWRG Program Requirements are an integral part of this Agreement as if included in the body of this Agreement.
- b) This Agreement together with any documents or other information referred to in it, including the Approval Letter, Schedule A, Schedule B and the CWRG Program Requirements, constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement, with a descending order of precedence in the event of a conflict or inconsistency as follows: Schedule B, Schedule A, Approval Letter, CWRG Program Requirements.
- c) In this Agreement, unless the context requires otherwise, words using the singular form include the plural form and *vice versa*.
- d) The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- e) No amendment to or modification of this Agreement will be effective unless it is in writing and signed by both Parties.
- f) Nothing in this Agreement operates as a consent, permit, approval or authorization by any Ministry or Branch of the Government of the Province of British Columbia for anything that, by statute, you are required to obtain, unless this Agreement expressly indicates otherwise.
- g) No term or condition of this Agreement and no breach of any such term or condition by you will be deemed to have been waived unless such waiver is in writing and signed by both Parties.
- h) Our written waiver of any breach by you of a term or condition of this Agreement will not be deemed a waiver of any other provision of this Agreement or of any prior or subsequent breach.
- i) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- j) In the event of any dispute between the Parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the Parties otherwise agree in writing:
  - i. the Parties must initially attempt to resolve the dispute through collaborative negotiation,
  - ii. if the dispute is not resolved through collaborative negotiation within 15 days of the dispute arising, the Parties must then attempt to resolve the dispute through mediation under the rules of the [Mediate BC Society](#),
  - iii. if the dispute is not resolved through mediation within 30 days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the British Columbia *Arbitration Act*,
  - iv. unless the Parties otherwise agree in writing, an arbitration or mediation under this section will be held in Victoria, British Columbia, and
  - v. unless the Parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the Parties must share equally the costs of a mediation or arbitration under this section other than those costs relating to the production of expert evidence or representation by counsel.
- k) If any provision of this Agreement or its application to any person or circumstance is found by a court of competent jurisdiction or, if applicable, an arbitrator, to be invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to any other person or circumstance will not be affected or impaired and will be enforceable to the extent permitted by law.
- l) The provisions of the Approval Letter and sections 2, 5 c), 5 d), 7 d) and 8 a) of this Schedule B and any other provision(s) or section(s) of this Agreement (including this Schedule B) or the CWRG Program Requirements, which, by their terms or nature, are intended to survive the completion or termination of this Agreement or are necessary for the interpretation or enforcement of this Agreement, will continue in force indefinitely

Sample Only. CWRG  
Agreement (Approval Letter,  
Schedule A and B)

subject to any applicable limitation period prescribed by law, even after this Agreement ends.