Northern Business Relief Fund (NBRF)

APPLICATION AND AGREEMENT FOR GRANT FUNDING

IMPORTANT

The NBRF Grant Program is for small and medium-sized businesses in the Northwest Territories, Nunavut and Yukon with 100 employees or less. The grant is intended to provide eligible businesses with support to help pay the eligible fixed costs of their business during the period disrupted by the COVID-19 pandemic. **The Grant funding amount will be determined on a case-by-case basis and will not exceed $100,000 per application.**

Please note that this document is a combined Application Form and Grant Agreement. Applicants must sign both the application section, and the agreement section. Should the application be deemed eligible, and provided that funding remains available, CanNor will then complete and sign the agreement section, return a copy of the completed Application-Agreement to the recipient, and proceed to issue payments for the amount deemed eligible.

By completing and signing this application and agreement, you are attesting and representing and warranting that all information herein is true and complete to the best of your knowledge. CanNor reserves the right to conduct an audit of recipients at any point in time. The penalties for fraud may include fines or criminal charges.

Before beginning the application, you are strongly encouraged to review the **NBRF Grant Guidelines** to ensure that your business meets the basic recipient and cost eligibility criteria. You may also wish to contact the **CanNor Regional Office** in your Territory to discuss your application and other government programs that may be applicable. **All fields must be completed unless indicated otherwise.**

The completed Grant Application-Agreement Form and required supporting documents must be sent to your CanNor Regional Office for processing.

A. APPLICANT IDENTIFICATION			
1. Legal Name of Business			
2. Operating Name of Business *(if different from legal name)*			
3. Organization Type *(example: Corporation / Partnership / Sole Proprietorship – Start-up? Recent Expansion?)*			
4. Date of Business Registration	5. CRA Business Number		
6. Industry Sector			
7. Please provide a 1-2 line description of the business products or service *(maximum 200 characters)*			
8. Applicant Address: (Street, Unit Number, etc.) If the business has multiple locations, please use the address where the largest share of its operations are located			
9. City	10. Territory	Country **Canada**	11. Postal Code
12. Applicant Mailing Address (if different from Applicant Location)			
13. City	14. Territory	Country **Canada**	15. Postal Code
16. Website (if applicable)			
17. Official Language Preferred for Correspondence	☐ English	☐ French	

B. AUTHORIZED ORGANIZATION CONTACT

1. First Name	2. Last Name
3. Title	4. Email
5. Business Telephone Number	6. Mobile Telephone Number

C. COVID-19 PANDEMIC IMPACT

1. Has your business completely ceased operations as a result of the COVID-19 pandemic? ☐ Yes ☐ No
2. If yes, when was the business closed? (YYYY-MM-DD) _____
3. How many employees does the business normally employ on a full time basis? _____
4. Has the business laid off staff in response to the COVID-19 pandemic? ☐ Yes ☐ No
5. If yes, how many staff have been laid off? (please state as full-time equivalent positions) _____
6. Has your business received or applied for, or does it intend to apply for any other COVID-19 related support measures?

   ☐ Yes ☐ No If yes, check ALL applicable Federal, Territorial or other programs *(please list)*

☐ Federal: Canada Emergency Wage Subsidy (CEWS)	☐ Territorial: NU – Small Business Support Grant
☐ Federal: Canada Emergency Business Account (CEBA)	☐ Territorial: NWT – Small Business Relief program
☐ Federal: Employment Insurance Work Sharing Program	☐ Territorial: YT – SME Relief Program
☐ Federal: BDC Small Business Loan	☐ Other:
☐ Federal: BDC Working Capital Loan	☐ Other:
☐ Federal: EDC Loan Guarantee for SMEs	☐ Other:
☐ Other: Indigenous Tourism - Stimulus Fund (ITAC)	☐ Other:

D. APPLICANT ELIGIBILITY ATTESTATION

I hereby attest, represent and warrant that:

1. My business operates in one or more of the territories, and has a direct impact on the northern economy	☐ Yes ☐ No
2. My business has been in operation at minimum since October 1, 2019	☐ Yes ☐ No
3. My business has less than 100 employees*	☐ Yes ☐ No
4. My business was solvent, viable and not declared bankrupt prior to the COVID-19 crisis	☐ Yes ☐ No
5. My business is <u>not</u> a franchisee or subsidiary of a larger corporation where financial support can be provided by the parent company or trust fund, or where the total number of employees of the corporation and all its subsidiaries is greater than 100	☐ Yes ☐ No
6. My business is currently, and expects to continue, to operate at a loss over the coming four months (i.e. to incur ongoing expenses that are higher than incoming revenues) as a direct result of COVID-19	☐ Yes ☐ No
7. All information provided in this application is true and as accurate as possible based on currently available information	☐ Yes ☐ No

**Priority will be given to SMEs with fewer than 20 employees, but CanNor will consider applications from businesses with up to 100 employees.*

E. COST ELIGIBILITY

The objective of the NBRF is to provide short-term relief to those territorial businesses that have been most impacted by COVID-19. As a result, only those SMEs with a demonstrated expenditures-to-revenues deficit will be considered for funding. The NBRF can provide support for ongoing operating costs for a **maximum period of 4 months, starting on April 1, 2020, and ending on July 31, 2020.**

1. ***Please provide, to the best of your knowledge and available information, a breakdown of your actual and forecasted revenues and expenditures from March to July 2020, based on the assumption that the COVID-19 situation remains the same over the next three months.***

	Total Revenues from all sources (Including other Fed/Ter./Mun. Relief programming)	**Total expenditures** (including fixed costs, payroll and cost of goods sold)	**Profit or Loss**
March 2020 Actuals	$	$	$
April 2020 Forecast	$	$	$
May 2020 Forecast	$	$	$
June 2020 Forecast	$	$	$
July 2020 Forecast	$	$	$

2. ***Please enter all fixed costs for which you would like to request reimbursement over the 4-month period of this agreement. Please refer to the program guidelines for information on eligible costs.***

   Note that the total amount claimed must be no lower than $2,500, and no higher than $100,000.

Fixed Costs (excluding GST)	**April 1 - 30, 2020**	**May 1 - 31, 2020**	**June 1 - 30, 2020**	**July 1 - 31, 2020**	**Total Fixed Costs Forecasted**
Commercial rent / mortgage	$	$	$	$	**$**
Electricity	$	$	$	$	**$**
Heating	$	$	$	$	**$**
Water / Sewer	$	$	$	$	**$**
Phone and Internet	$	$	$	$	**$**
Property Taxes	$	$	$	$	**$**
Insurance	$	$	$	$	**$**
Subscriptions (e.g. for booking or financial system)	$	$	$	$	**$**
Loan or lease payments for equipment or other assets	$	$	$	$	$
Other (please specify):	$	$	$	$	**$**
Other (please specify):	$	$	$	$	**$**
Other (please specify):	$	$	$	$	**$**
Total Fixed Costs Forecasted (excluding GST)	**$**	**$**	**$**	**$**	**$**
Total Requested Reimbursement*	**$**	**$**	**$**	**$**	**$**

**** The Total Requested Reimbursement is the amount you are claiming as part of this application. This amount cannot exceed the amount of the negative variance that appears in Question 1 for the same period.***
Businesses will be required to repay any ineligible amounts, including any amounts paid under the NBRF that exceed the negative variance and would hence allow the business to generate a profit from its participation in this program. CanNor reserves the right to conduct an audit of recipients, including in cases of suspected fraud. Legal remedies for fraudulent claims could include reimbursement, prosecution of criminal charges, and fines. These consequences could apply to any SMEs that engage in artificial transactions to reduce revenue or inflate fixed costs for the purpose of claiming the NBRF.

F. SELF IDENTIFICATION

The Government of Canada is committed to equality and diversity so that all Canadians have the opportunity to participate in and contribute to the growth of the economy. Filling in the following sections will have no bearing on how CanNor makes a determination on funding decisions. If the business does not meet the definitions provided or you do not wish to declare your status, leave the fields blank.

Is your business led or majority led by one or more of the following under-represented groups? :	
1. Women	☐ Yes ☐ No
2. Indigenous Peoples	☐ Yes ☐ No
3. Members of Official Language Minority Communities	☐ Yes ☐ No
4. Youth	☐ Yes ☐ No
5. Persons with Disabilities	☐ Yes ☐ No
6. Newcomers to Canada	☐ Yes ☐ No
7. Visible Minorities	☐ Yes ☐ No
8. LGBTQ2+	☐ Yes ☐ No
9. Other ☐ Yes ☐ No	Text 200 characters

SUPPORTING DOCUMENTATION REQUIRED – Check List

The following documentation must accompany the completed and signed Application-Agreement:

☐ Copy of Monthly expenses from the General Ledger for March to July 2019 **OR** other documentation that can substantiate fixed costs being claimed (e.g. Copies of March 2020 monthly invoices)
☐ Copy of 2019 Income Statement* or 2019 General Ledger Summary
☐ Copy of Articles of Incorporation, where applicable
☐ Copy of Lease/Mortgage Agreement for commercial space, where applicable
☐ Copy of Franchise agreement, where applicable
☐ Copy of completed Direct Deposit Form

** CanNor reserves the right to request further information from an applicant in order to confirm that its meets all recipient and cost eligibility requirements. Applicants that are unable to clearly demonstrate that they meet all recipient and cost eligibility requirements will be rejected, with no right to appeal the decision.*

Please note that copies of invoices for all eligible fixed costs for all months will be required as part of the final report due at the end of the agreement period. Businesses will be required to repay any amounts paid under the NBRF that exceed the negative variance and would hence allow the business to generate a profit from its participation in this program. CanNor reserves the right to conduct an audit of recipients at any point in time. The penalties for fraud may include fines or criminal charges.

Applications and Supporting Materials must be submitted to the appropriate CanNor Regional Office using one of the following email addresses:

CanNor Yukon Regional Office
Tel: 867-335-0863
E-mail: cannor.ytinfo.cannor@canada.ca

CanNor Northwest Territories Regional Office
Tel: 867-444-0659
E-mail: cannor.ecdevnwt-devecnwt.cannor@canada.ca

CanNor Nunavut Regional Office
Tel: 867-975-3757
E-mail: cannor.ecdevnu-devecnu.cannor@canada.ca

G. CERTIFICATION, REPRESENTATION AND WARRANTY

On behalf of the Applicant, I hereby acknowledge and certify, represent and warrant that:

(a) I have authority to complete and submit this application on behalf of the applying business.

(b) I have read and understand this application and the NBRF Guidelines and will submit all the required information with this proposal. I understand incomplete applications cannot be assessed and may be deemed ineligible.

(c) I have read and understand this application and NBRF Guidelines and should this application be approved I will; submit all the required reporting including, but not limited to, copies of invoices and general ledger as deemed necessary by CanNor for post-agreement verification purposes. I understand that refusing to provide this documentation may result in CanNor reclaiming all or a portion of awarded funding.

(d) The information provided herein is complete, true and accurate and covenant that any other information given in the future in connection with this application will also be complete, true and accurate.

(e) I authorize CanNor to make any other enquiries it deems necessary to evaluate this application. I agree to provide any further information that may be required for CanNor to make a decision.

(f) CanNor its officials, employees, agents and contractors may share this application and/or make enquiries of such persons, firms, corporations, federal, provincial and municipal government departments/agencies, and not-for-profit, economic development or other organizations regarding the applicant as may be appropriate in the opinion of CanNor, and to share information with them, as CanNor deems necessary in order to assess this application or to refer the application.

(g) Information provided to CanNor will be treated in accordance with the *Access to Information Act* and the *Privacy Act*. These laws govern the use, protection and disclosure of personal, financial and technical information by federal government departments and agencies. Information provided to CanNor is secured from unauthorized access.

(h) Any person who has been lobbying on behalf of the Applicant to obtain a Grant as a result of this application is registered pursuant to the *Lobbying Act* and was registered pursuant to that Act at the time the lobbying occurred. Where the lobbying duties of the employees of the Applicant constitute a significant part of the employee's duties, the Applicant is in compliance with the *Lobbying Act*

(i) Any former public office holder or public servant employed by the Applicant is in compliance with the provisions of the *Values and Ethics Code* for the Public Sector, the *Policy on Conflict of Interest and Post-Employment* and the *Conflict of Interest Act.*

(j) I declare that I am not in default under any other funding agreement with the Government of Canada.

☐ **I AGREE** ☐ **I do NOT agree**

I acknowledge that this document is an attestation ☐	
Name of designated representative for the business	Title
Signature:	Date (YYYY-MM-DD)

H. ARTICLES OF AGREEMENT

Agreement between

Her Majesty the Queen in right of Canada, as represented by the Minister responsible for the Canadian Northern Economic Development Agency or CanNor (hereinafter referred to as "Canada")

And

_____ (insert legal name from section A)

(hereinafter referred to as the "Recipient")

Hereinafter collectively referred to as "the Parties"

Whereas CanNor has established the Northern Business Relief Fund , under which financial assistance may be provided to the Recipient;

Canada and the Recipient agree as follows:

1.0 The Agreement

1.1 The following documents and any amendments relating thereto form part of this Agreement :

a) All Sections (A through J) of this Application and Agreement; and,

b) Northern Business Relief Fund Guidelines - published at the following website: https://www.cannor.gc.ca/eng/1587153226618

2.0 Interpretation

2.1 Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

a) "Fixed Costs" means those costs incurred by the Recipient that do not change over the short-term in response to customer demand (or lack thereof). These costs include Rent, Debt Interest, Insurance Premiums and Utilities. A comprehensive definition may be found in the Northern Business Relief Fund Guidelines - published at the following website: https://www.cannor.gc.ca/eng/1587153226618

b) "Grant" means the funding provided by Canada under this Agreement;

c) "Agreement Period" means the period beginning on the Agreement Start Date and ending on the Agreement End Date specified in Section I of this Application and Agreement.

3.0 Effective Date and Duration

3.1 This Agreement shall come into effect on the date it is signed by both Parties and, shall expire at the end of the Agreement Period, unless terminated on a prior date in accordance with the terms of this Agreement, except that the following sections shall survive the expiry or early termination of this Agreement: 4.0; 7.0; 8.0; 9.0; 12.0; 13.0; 14.0; 15.0; 17.0; and 19.0.

4.0 Purpose of the Grant

4.1 The purpose of the Grant is to support the Recipient through economic disruptions associated with the COVID-19 pandemic. The Recipient agrees to use the Grant toward the payment of eligible Fixed Costs as described in the application portion of this Application and Agreement.

5.0 Payment of the Grant

5.1 Subject to the terms and conditions of this Agreement, Canada will issue a Grant to the Recipient in the amount specified in section I.

5.2 The Grant will be generally be paid to the Recipient in three installments via an electronic transfer to a Canadian bank account belonging to the Recipient.

6.0 Annual Appropriation

6.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the fiscal year in which the payment is to be made.

7.0 Proactive Disclosure

7.1 The Recipient agrees that its legal and operating names, territory of main operations, the amount of the Grant and a description of the general nature of the activities supported under this Agreement may be made publicly available by Canada for reasons of transparency and proactive disclosure, and for the purposes of CanNor funding recognition.

8.0 Records and Verification

8.1 The Recipient shall keep proper books and records of the Grant received and of all expenditures made using the Grant relating to the period of this Agreement. The Recipient shall retain these books and records for a period of three (3) years following the end of the Agreement Period.

8.2 During the Agreement Period and for the subsequent period of three (3) years following the Agreement Period, the Recipient shall give access to its files, books and records relating to this Agreement upon request and within a reasonable time to representatives of Canada for the purpose of verifying the use of the Grant and compliance with the terms and conditions of this Agreement. The Recipient shall permit Canada's representatives to take copies and extracts from such books and records. The Recipient shall also provide Canada any additional information as Canada may require with reference to such books and records.

9.0 Inquiry by the Auditor General of Canada

9.1 The Recipient acknowledges that the Auditor General of Canada may, at the Auditor General's cost, after consultation with the

Recipient, conduct an inquiry under the authority of Subsection 7.1(1) of the *Auditor General Act* in relation to any funding agreement (as defined in Subsection 42(4) of the *Financial Administration Act*) with respect to the use of funds received. For purposes of any such inquiry undertaken by the Auditor General, the Recipient shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

10.0 Assignment of the Agreement

10.1 The Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

11.0 Successors and Assigns

11.1 The Agreement is binding upon the Parties and their respective successors and permitted assigns.

12.0 Results and Reporting

12.1 The following performance measures apply to this Grant:

a) Layoffs are avoided - number of full-time equivalent jobs maintained during the Agreement Period

b) Permanent business closure is avoided – Recipient is able to resume operations following the lifting of restrictions and the end of economic disruption associated with COVID-19

12.2 The recipient shall submit to Canada a complete final report in the format prescribed by Canada that outlines the results of the Grant, and including copies of invoices and any other documentation as deemed necessary by Canada for the purposes of post-agreement verification. The final report shall be submitted no later than 30 days following the Agreement End Date.

13.0 Notices

13.1 All notices, reports or other documents required to be delivered under this Agreement must be sent to the following addresses:

To Canada	**To the Recipient**
Yukon Regional Office E-mail: cannor.ytinfo.cannor@canada.ca **Northwest Territories Regional Office** E-mail: cannor.ecdevnwt-devecnwt.cannor@canada.ca **Nunavut Regional Office** E-mail: cannor.ecdevnu-devecnu.cannor@canada.ca **General Mailing Address:** Canadian Northern Economic Development Agency PO Box 40 1106 Inuksugait Plaza Iqaluit, NU, X0A 0H0	As reported in Sections A and B.

14.0 **Indemnification and Limitation of Liabili**ty

14.1 The Recipient shall, both during and following the Agreement Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the Recipient or its employees or agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise by the Recipient in connection with or as a result of this Agreement. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by Canada or its employees.

14.2 Canada shall have no liability under this Agreement, except for payments of the Grant, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, Canada shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

14.3 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding to the Recipient beyond the Agreement End Date, or that exceeds the amount of Canada's funding as set out in this Agreement. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Recipient enters into during the Agreement Period, or for any obligation incurred by the Recipient toward another party in connection with the activities funded by this Agreement.

15.0 No Agency

15.1 No provision of this Agreement or action by the Parties will establish or be deemed to establish any partnership, joint venture, principal-agent or employer-employee relationship in any way, or for any purpose, between Canada and the Recipient, or between Canada and a third party. The Recipient is not in any way authorized to make a promise, agreement or contract or to incur any liability on behalf of Canada, nor shall the Recipient make a promise, agreement or contract or incur any liability on behalf of Canada, and the Recipient shall be solely responsible for any and all payments and deductions required by the applicable laws in relation to this Grant.

16.0 Conflict of Interest

16.1 The Recipient confirms that no current or former public servant or public office holder, to whom the *Values and Ethics Code for the Public Service*, the *Values and Ethics Code for the Public Sector*, the *Policy on Conflict of Interest and Post-Employment* or the *Conflict of Interest Act* applies, shall derive direct benefit from the Agreement, including any employment, payments or gifts, unless the provision or receipt of such benefits is in compliance with such codes and the legislation. Where the Recipient employs or has a major shareholder, who is either a current or former (in the last twelve (12) months) public office holder or public servant in the federal government, the Recipient shall demonstrate compliance with these codes and the legislation.

17.0 Non-entitlement

17.1 Where, for any reason, the Recipient is not entitled to all or part of the Grant or the amount paid to the Recipient exceeds the

amount to which the Recipient is entitled, the Grant or the amount in excess, as the case may be, shall constitute a debt due to Canada and shall be recovered as such from the Recipient. The Recipient shall repay Canada, within thirty (30) calendar days from the date of Canada delivering a notice and repayment demand to the Recipient, the amount of the Grant disbursed or the amount of the overpayment, as the case may be.

18.0 Continuous Eligibility

18.1 The Recipient must, during the Agreement Period, continue to meet the eligibility requirements of the program named in this Agreement, which were effective upon signature of the agreement by the Recipient. As such, the Recipient agrees to promptly notify Canada should a change in the Recipient's status result in them no longer meeting the eligibility criteria of the program which were effective upon the signature of this Agreement, and/or should a change in the Recipient's status modify the amount of funding for which the Recipient has been deemed eligible under this agreement.

19.0 Jurisdiction and Compliance with Laws

19.1 This Agreement shall be governed by and interpreted in accordance with all applicable laws in the territory that the Recipient specified as its address at field 10 of Part A of the Application, or where no territory is specified there, the Northwest Territories, and the Parties agree that the courts of that jurisdiction are competent to hear any dispute arising out of this Agreement.

19.2 The Recipient shall comply with all applicable laws, by-laws and regulations, including any environmental legislation and any legislation regarding the protection of information and privacy.

20.0 Termination of Agreement for Default

20.1 The following constitute events of default:

a) If the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;

b) If the Recipient fails to comply with any term or condition of this Agreement; or,

c) If the Recipient, in support of its Agreement, has made materially false or misleading representations, warranties, statements, certifications or declarations, or provided materially false or misleading information to Canada.

Upon the occurrence of an event of default, Canada may request the reimbursement of any portion of the Grant disbursed to the Recipient and/or terminate this Agreement immediately by written notice. Effective on that date, Canada has no more obligation to pay the Grant as specified in this Agreement.

21.0 Amendment

21.1 This Agreement may be amended by mutual consent of the Parties. To be valid, any amendment to this Agreement shall be in writing and signed by the Parties.

I. FUNDING DECISION		***(TO BE COMPLETED BY CANNOR OFFICIALS)***
Recipient Name:	Agreement #:	Agreement Start Date: April 1, 2020
This Application is: ◯ APROVED ◯ NOT APPROVED		Agreement End Date: July 31, 2020

Grant Amount:

Amount Requested: $_____ Amount Approved: $_____

Payment Method:

Number of Installment (s): _____3_____ Installment Amount: $_____

Installment 1 Date: _____ Installment 2 Date: _June 1, 2020___ Installment 3 Date: _July 1, 2020___

Date of Approval: _____

Canada Signing Authority on behalf of the Minister of Economic Development and Official Languages:

_____

CANADA

J. RECIPIENT AGREEMENT SIGNATURE (to be completed by the recipient)

I certify that:

- I have the capacity and that I am authorized to sign this Agreement on behalf of the "Recipient" organization;
- I have read, understand and agree to all of the terms and conditions of this Agreement and I agree that once approved and signed by both parties, this Agreement will be effective immediately and shall constitute a legally binding agreement.

Signatory Name (please print)	**Title (please print)**
Signature	**Date (YYYY-MM-DD)**