

CONDITIONAL GRANT AGREEMENT

THIS CONDITIONAL GRANT AGREEMENT is dated for reference March 25, 2022.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Social Development and Poverty Reduction
6th Floor – 614 Humboldt Street
PO Box 9950 Stn Prov Govt
Victoria, British Columbia, V8W 9R3
Email: whitney.borowko@gov.bc.ca
Tel: 778-698-8450
(the "Province")

AND:

UNITED WAY BRITISH COLUMBIA
4543 Canada Way
Burnaby, British Columbia, V5G 4T4
Fax: 604-293-0220
Email: MichaelM@uwbc.ca
Attention: Michael McKnight, CEO
Tel: 604-294-8929
(the "United Way")

WHEREAS:

- A. The United Way has requested financial assistance by way of a grant from the Province to support the establishment and work of a Period Poverty Task Force and continued delivery of menstrual period products to populations in need;
- B. The Province wishes to provide financial assistance to the United Way on the terms and conditions in this Agreement to support the Project; and
- C. It is a condition of the Province agreeing to provide financial assistance to the United Way that the United Way agrees to the terms set forth in this Agreement.

THEREFORE, the parties agree as follows:

DEFINITIONS

1. Where used in this Agreement:

- (a) **"Business Day"** means a day, other than a Saturday or a Sunday, on which government offices of the Province are open for normal business;
- (b) **"Fiscal Year"** means the period April 1 of a calendar year through March 31 of the immediately following calendar year;
- (c) **"Grant"** means the total value of funding provided by the Province to the United Way as set out in section 2;
- (d) **"Loss"** means any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, actions, cause of action, cost or expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends;
- (e) **"Period Poverty"** means the lack of access to menstrual period products;
- (f) **"Period Poverty Task Force"** means the task force described in the Proposal that the Province has mandated the Ministry of Social Development and Poverty Reduction to create;
- (g) **"Personal Information"** has the meaning given to that term in the *Personal Information Protection Act*, S.B.C. 2003, c. 63;
- (h) **"Produced Material"** means all findings, data, specifications, drawings, working papers, reports, surveys, spreadsheets, evaluations, documents, databases, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that are produced by the United Way as a result of this Agreement;
- (i) **"Project"** means the project as described in the Proposal, as may be modified in accordance with section 5;
- (j) **"Proposal"** means the proposal titled "Period Poverty Task Force" submitted by the United Way to the Province on or about March 2, 2022 and attached to this Agreement as Schedule A; and
- (k) **"Term"** means the period during which the United Way will carry out the Project, which starts on the date this Agreement is made and ends on March 31, 2024, or a date prior to March 31, 2024 on which the Province terminates this Agreement under section 22.

GRANT

2. Forthwith after the execution of this Agreement and in any event by March 31, 2022, the Province will pay financial assistance in the amount of SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) to the United Way.
3. Notwithstanding any other provision of this Agreement, the payment of the Grant by the Province to the United Way pursuant to this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, R.S.B.C. 1996, c. 138, to enable the Province, in the fiscal year when payment of money by the Province to the United Way falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the *Financial Administration Act*, not having controlled or limited, pursuant to the *Financial Administration Act*, expenditure under any appropriation referred to in paragraph (a).

PROJECT

4. The United Way will use the Grant only for the purpose of carrying out during the Term, the Project, as may be modified in accordance with section 5, and will:
 - (a) do so in consultation and collaboration with the Province and in accordance with a timeline agreed to by the United Way and the Province; and
 - (b) develop an implementation plan and timelines for the Project that must align with terms of reference for the Period Poverty Task Force that the Province will develop.
5. The United Way may, with the prior written approval of the Province, modify the Proposal and the Project, and use the Grant for purposes of the Project as modified.

REPORTING, STATEMENTS AND ACCOUNTING

6. The United Way will provide to the Province by:
 - (a) March 31 of each of the years 2023 and 2024:
 - (i) a written report on the progress of the Project and achievement of the goals and objectives of the Project; and

- (ii) a financial statement, in a format that the Province specifies or approves, detailing the United Way's expenditure of the Grant or any portion of the Grant,
for each of the Fiscal Years April 1, 2022 to March 31, 2023 and April 1, 2023 to March 31, 2024, respectively; and
 - (b) March 31, 2024, a financial statement, in a format that the Province specifies or approves, detailing the United Way's use or expenditure of the Grant during the Term.
- 7. The Province or an agent of the Province may at any time conduct an audit of the United Way's use of the Grant and of the United Way's progress in carrying out the Project and achieving the goals and objectives of the Project. The United Way shall co-operate fully with the Province or the Province's agent in any such audit.
- 8. If at the end of the Term, the United Way for any reason, including cancelling all or any part of the Project or failing to complete the Project, has not expended the Grant or some portion of the Grant, or has expended the Grant or some portion of the Grant for purposes other than carrying out the Project, the United Way will, at the sole discretion of the Province, do one of the following with the unexpended or improperly expended Grant or portion of the Grant:
 - (a) return it to the Province's Minister of Finance;
 - (b) retain it as supplemental funding for activities related to the Project provided under an amendment to this Agreement;
 - (c) retain it to carry out, at the direction of the Province, other programs or projects of the United Way; or
 - (d) deduct it from any future request for financial assistance from the Province that the United Way submits to the Province and the Province approves.

REPRESENTATIONS AND WARRANTIES

- 9. The United Way represents and warrants to the Province that:
 - (a) it is a society or not-for-profit corporation duly organized and validly existing under the laws of British Columbia or Canada;
 - (b) it has the power and capacity to accept, execute and deliver this Agreement; and

- (c) all information, statements, documents and reports furnished or submitted by the United Way to the date of this Agreement in connection with the Project, are true and correct.
10. All representations, warranties, covenants and agreements made in this Agreement and all certificates or other documents delivered by or on behalf of the United Way are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province and they shall survive the payment of the Grant and the fulfillment of all other transactions and deliveries contemplated under this Agreement and will continue in full force and effect during the Term.

COVENANTS

11. The United Way will:
- (a) comply with all applicable laws in carrying out the Project;
 - (b) obtain or supply, at its own cost, all labour, materials, permits, licenses, consents, certificates and other authorizations or approvals necessary to carry out the Project;
 - (c) within 30 days of the delivery of a written demand from the Province, provide the Province with:
 - (i) such documents as the Province may request to ensure that the United Way is complying with the terms of this Agreement; or
 - (ii) proof, to the Province's satisfaction, that the United Way is using or has used the Grant for the Project; and
 - (d) include in any materials the United Way uses to publicize or promote the Project and any publication, presentation or other dissemination of material pertaining to the Project, an acknowledgement of the Province and the Grant made by the Province to the United Way.

SECURITY AND CONFIDENTIALITY

12. If, in carrying out the Project, the United Way accesses or obtains any Personal Information or any other information in confidence, the United Way must make reasonable security arrangements to protect such information from unauthorized access, collection, use, disclosure, alteration or disposal.
13. If there is an unauthorized disclosure or use of Personal Information or information accessed or obtained in confidence, regardless of whether that disclosure or use is advertent or inadvertent, the United Way must immediately take appropriate action to address that disclosure or use.

RELATIONSHIP

14. This Agreement is not a contract for services. This Agreement provides for a financial contribution by way of a grant from the Province to the United Way for the Project.
15. No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
16. The United Way:
 - (a) is not the servant, employee, or dependent contractor of the Province; and
 - (b) must not commit or purport to commit the Province to the payment of money to any person, firm or corporation.

OWNERSHIP OF PRODUCED MATERIAL AND INTELLECTUAL PROPERTY

17. The United Way exclusively owns all intellectual property rights, including copyright, in the Produced Material.
18. The United Way hereby grants to the Province:
 - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Produced Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Produced Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under paragraph (a).
19. On the Province's request, the United Way must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights that the United Way, employees or subcontractors of the United Way, or employees of subcontractors of the United Way may have in the Produced Material.

INDEMNITY

20. The United Way will indemnify and save harmless the Province and the Province's employees and agents from any Loss to the extent that the Loss is directly or indirectly caused or contributed to by any act or omission by the United Way or by any of the United Way agents, employees, agents, officers, directors, or contractors in connection with this Agreement.

EVENTS OF DEFAULT

21. Any of the following events will constitute an Event of Default whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative or government body:
 - (a) the United Way fails to observe, perform or comply with any provision of this Agreement, including using the Grant for the Project in accordance with sections 4 and 5 and Schedule A;
 - (b) any representation or warranty made by the United Way in accepting this Agreement or any information, statement, document, certificate or report submitted by the United Way to the Province under this Agreement or in connection with the Project, is untrue or incorrect;
 - (c) an order is made, or a resolution is passed, or a petition is filed for the liquidation or winding up of the United Way;
 - (d) the United Way becomes insolvent, commits an act of bankruptcy, or makes an assignment of its assets for the benefit of its creditors or otherwise acknowledges its insolvency; and
 - (e) the United Way ceases, in the opinion of the Province, to operate.
22. Upon the occurrence of any Event of Default and at any time after the Event of Default occurs, the Province may, notwithstanding any other provision of the Agreement, by written notice to the United Way:
 - (a) declare the Grant or any portion of the Grant to be due and be repayable by the United Way to the Province and such monies will immediately become due and payable without presentment, demand, protest or other notice of any kind to the United Way, all of which the United Way expressly waives; and
 - (b) terminate the Agreement.
23. The rights, powers and remedies conferred on the Province under this Agreement, under any law or in equity are not intended to be exclusive and each remedy will be cumulative and in addition to and not in substitution for every other remedy existing or available to the Province.
24. The exercise of any one or more remedies available to the Province will not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.

CONFLICT OF INTEREST

25. The United Way will not, during the Term, provide or knowingly allow any of the United Way's agents, employees, officers, directors or subcontractor involved in carrying out the Project to provide, any service to any person in circumstances that could give rise to a conflict of interest between the United Way's obligations to that person and the United Way's obligations to the Province under this Agreement.

NOTICE

26. Any notice, report, document, or other information to be given or provided by a party under this Agreement to the other party, must be in writing and be mailed, personally delivered or electronically transmitted to the other party at the other party's address, fax number or e-mail address, as applicable, specified on the first page of this Agreement.
27. Any notice, report, document or other information from either party will be deemed to have been received by the other party on:
- (a) the fifth Business Day after mailing in British Columbia;
 - (b) the date of personal delivery if personally delivered; or
 - (c) the date of transmission if electronically transmitted, unless such transmission is after the normal business hours of the other party or on a day that is not a Business Day, in which cases it will be deemed to have been received on the next Business Day.
28. Either party may, from time to time, notify the other party in writing of any change of address, fax number or email address and following the receipt of such notice, the new address, fax number or email address will, for purposes of section 26 or 27, be deemed to be the address, fax number or email address of the party giving notice.

ENTIRE AGREEMENT

29. This Agreement and any amendment to it, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.
30. No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.


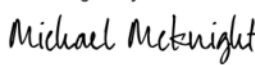
31. Any schedule to this Agreement (including any appendices or other documents attached to, or incorporated by reference into the schedule) is part of this Agreement.

GENERAL

32. Conflicts among provisions of this Agreement will be resolved as follows:
 - (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into any schedule to this Agreement, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in any schedule to this Agreement will prevail over any conflicting provision in a document attached to or incorporated by reference into the schedule, unless the schedule expressly states otherwise.
33. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
34. This Agreement does not operate as a permit, license, approval or other statutory authority that the United Way may be required to obtain from the Province or any ministry or agency of the Province in order to carry out the Project. Nothing in this Agreement is to be construed as interfering with or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.
35. This Agreement will be binding on the Province and its assigns and on the United Way and its successors and assigns.
36. If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
37. Time is of the essence in this Agreement.

38. Sections 6 to 13, 17 to 20, 22 to 24, and 26 to 38, any accrued but unpaid repayment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Project, end of the Term or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.
39. Each party may enter this Agreement by executing a separate copy of this Agreement (including a photocopy or faxed or emailed copy) and delivering it to the other party by a method provided for in section 26 or any other method agreed to by the parties.

THE PARTIES have executed this Agreement as follows:

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| <p>SIGNED on behalf of the Province by a duly authorized representative of the Minister of Social Development and Poverty Reduction on the <u>25</u> day of March 2022.</p> <p>DocuSigned by:  <small>9B49EA0B69CE4E6...</small> [signature] Suzanne Christensen</p> <p>[name] Assistant Deputy Minister</p> <p>[title]</p> | <p>SIGNED on behalf of the United Way by its duly authorized representative(s) on the <u>25</u> day of March 2022.</p> <p>DocuSigned by:  <small>B2EA97BB4EB5417...</small> [signature] Michael McKnight</p> <p>[name] President & CEO</p> <p>[title]</p> <p>[signature]</p> <p>[name]</p> <p>[title]</p> |
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SCHEDULE A

THE UNITED WAY

Period Poverty Task Force Proposal

Dated: March 2, 2022

Period Poverty Task Force Proposal

Background

Period poverty is the lack of access to menstrual products. The United Way BC and dedicated partners have led pioneering work across B.C. to raise awareness of this basic need through community engagement, pilot projects and strong advocacy. Through this community leadership, change has been created across the province including:

- A successful yearly campaign, Period Promise, that has distributed more than 2,000,000 menstrual products to hundreds of community organizations over the past 5 years;
- A 2019 ministerial order requiring access to period products in all public schools; and
- The most comprehensive pilot project of period poverty in Canada.

A partnership between United Way and SDPR began in 2019 when the province funded the above pilot project through a \$107,000 grant. The final report demonstrated the significant positive impact of free menstrual products on peoples' lives including being able to afford food and attend school and work more regularly. One of the key recommendations of the Period Promise final report was to establish a cross-sector Roundtable /Task Force. This builds on approaches undertaken internationally including a UK Task Force which is currently underway.

United Way's leadership and advocacy directly led to the 2020 SDPR mandate commitment which commits to:

- *"Build on the work of so many around the province to make B.C. a global leader in the fight to end period poverty by creating a multi-sectoral Period Poverty Task Force to develop a comprehensive, long-term response to period poverty in B.C."*

Task Force Scoping

It is proposed that United Way partner with government (SDPR/Gender Equity Office) to support the Task Force and achievement of the mandate item. Through a conditional grant, UWBC would achieve the following two deliverables:

1. Act as convener for a provincial Period Poverty Task Force that would:
 - a. further define the long-term goal of ending period poverty;

- b. assess work to date in B.C. and across other leading jurisdictions including gaps and opportunities;
 - c. undertake targeted engagement with key stakeholders;
 - d. build relationships with Indigenous partners to understand the particular needs of Indigenous communities;
 - e. develop an approach that partners governments, business, community and non-profits for the purpose of delivering a permanent system to meet needs in the province; and
 - f. provide a report to government outlining a comprehensive approach to period poverty with recommendations (short, medium and long-term) for each of the above sectors.
2. Support continued delivery of period products to populations in need through:
- a. Building up the sustainability of the annual Period Promise campaign in order to raise a reliable annual amount of products for distribution to community partners. Key to this work would be bringing in a broader range of partners including the private sector (e.g. drug stores such as London Drugs and insurance companies such as Blue Cross who have expressed support of this issue).
 - b. Trialling of alternate approaches and methods as needed to develop recommendations for a long-term stable system, in collaboration with key non-profit, municipal and private partners.

Government would be responsible for appointing Task Force members and the United Way would work in partnership with government to confirm the Task Force's scope, deliverables, and timelines.

Membership of the Task Force is recommended to include government, business, non-profits, and people with lived experience of period poverty. Supporting community ownership of the process would recognize the sector's leadership to date and ensure that all sectors, not just government, will play a role in supporting and implementing the Task Force's recommendations.

Submitted by:

Michael McKnight (he, him, his)

President & CEO, President's Office

(Main) 604.294.8929

United Way British Columbia | Lower Mainland

4543 Canada Way, Burnaby, BC V5G 4T4

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United Way
British Columbia

Working with communities in BC's
Interior, Lower Mainland, Central
& Northern Vancouver Island

United Way British Columbia acknowledges the homelands of the Indigenous Peoples of this place we now call British Columbia, and honours the many territorial keepers of the Lands on which we work.

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