



SCCU REBUILD Business Grant Agreement for Successful Applicants

1. **Acceptance.** The Grant Recipient must accept the terms of this Agreement prior to disbursement of the Grant Funds, by returning a copy of this Agreement signed by the Grant Recipient, or authorized representative of the Grant Recipient, to SCCU within sixty (60) days following the date of this Agreement.
2. **Payment Terms:** The Grant Funds will be paid in a single up-front installment. Within thirty (30) days of receipt by SCCU of the Grant Recipient's signed counterpart of this Agreement, SCCU will disburse the Grant Funds to the business account of the Grant Recipient at SCCU.
3. **Use of Funds; Accuracy of Grant Application.** The Grant Funds will be used exclusively for the purposes set forth in the Grant Recipient's approved application, as submitted by the Grant Recipient and approved by SCCU and attached hereto as Schedule A (the "**Grant Application**"). The Grant Recipient represents and warrants to SCCU that the Grant Application is true and complete in all respects.
4. **No Repayment of Grant Funds.** The Grant Funds are a grant, not a loan, and accordingly if used for the purposes set forth in the Grant Application the Grant Funds do not need to be repaid to SCCU.
5. **Recordkeeping; Return of Unused and Improperly Used Funds.** The Grant Recipient will maintain sufficient records regarding the use of the Grant Funds to show that the Grant Funds were used for the purposes set out in the Grant Application. Such records will be provided to SCCU within fifteen (15) business days following a request by SCCU. If SCCU becomes aware that all or any portion of the Grant Funds were not used within the Grant Period, or not used for the purposes set out in the Grant Application, SCCU may demand the repayment of such improperly used Grant Funds that have been disbursed to the Grant Recipient, which amount will immediately become due and owing to SCCU.
6. **Indemnity.** The Grant Recipient will indemnify, hold harmless and defend SCCU, its directors, members, officers, employees, agents, servants and contractors (the "**Indemnified Parties**") for any and all losses, claims, demands, suits, fines, actions, judgments, tax liabilities or costs which may arise in connection with this Agreement or in connection with the Grant Recipient's application for, acceptance or use of the Grant Funds, including but not limited to claims associated with property damage, personal injury or death. The Grant Recipient agrees that this indemnity will survive the expiry of the Grant Period and will be binding upon the Grant Recipients' personal representatives, administrators, heirs, executors, successors and assigns.

7. **Intellectual Property.** The Grant Recipient warrants that they will not use the Grant Funds in a manner that will violate the copyright or other intellectual property rights of any other person. The Grant Recipient will indemnify and hold harmless the Indemnified Parties for any and all losses, claims, demands, suits, actions, judgments or costs that may arise from the allegation that one or more aspects of the use to which the Grant Funds were put violates the intellectual property rights of any other person.
8. **Use of Name; Publicity.** The Grant Recipient authorizes SCCU to use the Grant Recipient's name and details concerning the use of the Grant Funds in promotion, advertising and reporting that SCCU may, from time to time, undertake, in SCCU's sole discretion. If requested by SCCU, the Grant Recipient will provide testimonials regarding the use and outcome of the Grant Funds for use by SCCU, and work with SCCU on joint promotions and communications.
9. **Compliance with Applicable Laws; No Discrimination.** The Grant Recipient will comply with all applicable federal, provincial and municipal laws, rules, orders, regulations, and by-laws in respect of the performance of this Agreement and the use of the Grant Funds and will furnish proof of such compliance as required by SCCU from time to time. The Grant Recipient will not, and will not use the Grant Funds for any purposes that, promote violence, incite hatred or discriminate on the basis of sex, gender identity or expression, sexual orientation, colour, race, ethnic or national origin, religion, age or mental or physical disability, contrary to applicable laws.
10. **No Agency.** The Grant Recipient is solely responsible for all activities supported by the Grant Funds. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the Grant Recipient and SCCU. The Grant Recipient will not represent itself as an agent, employee or partner of SCCU for any purpose, and has no authority to bind SCCU in any manner whatsoever.
11. **No Pledge.** This Agreement will not be interpreted to create any pledge or any commitment by SCCU to make any other or further grants or contributions to the Grant Recipient or any other person or entity for this or any other project.
12. **No Lobbying:** The Grant Funds will not be used for the purposes of lobbying activity as defined in the *Lobbyists Transparency Act* (British Columbia) or the *Lobbying Act* (Canada). The Grant Recipient represents and warrants that it is not, and is not owned or controlled by, any federal member of parliament, senator or member of the legislative assembly of British Columbia.
13. **Entire Agreement.** This Agreement contains the entire agreement between the parties. No prior document, negotiation or agreement in relation to the subject matter of this Agreement has legal effect, unless incorporated by reference into this Agreement.
14. **Assignment.** This Agreement may not be assigned or transferred by the Grant Recipient without prior written consent of SCCU.
15. **Severability.** If any provision of this agreement is determined to be invalid or unenforceable, in whole or in part, by a court of competent jurisdiction, such invalidity or unenforceability will not affect the remaining terms of provisions of this Agreement.

16. **Successors and Assigns.** This Agreement is binding on the parties hereto and their respective successors and assigns.
17. **Governing Law.** This Agreement is governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.
18. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is deemed an original, and all of which taken together constitute one and the same agreement. No counterpart of this Agreement will be effective until each party has executed and delivered at least one counterpart. A counterpart may be delivered by facsimile or other electronic means, which will be as effective as hand delivery of the original executed counterpart.

SCCU REBUILD Business Grant Scoring Matrix

Criteria	Met Criteria as per application	Points Available	Points Earned
Business is profitable		5	
Number of employees >5		5	
Developed alternate service model during COVID		5	
Took/is taking training to support business		5	
Utilized COVID government program		5	
Utilizes multi-channel strategy		5	
Supports Community		5	
Usage of SCCU as primary FI		5	
Value of outcome to the community		5	
Total Score			

Note: The scoring criteria set out herein are primary eligibility criteria only. Sunshine Coast Credit Union reserves the right to determine, in its sole discretion, which applications are selected to receive grant funding.

Grant Program Criteria –Sunshine Coast Credit Union REBUILD Business Grants

Sunshine Coast Credit Union’s vision of enriching lives on the Sunshine Coast is rooted in sustaining and supporting a robust Coast economy. This grant program is designed to support small businesses to evolve and successfully transition their businesses to meet the challenges presented business by the COVID virus. Primarily these grants are being offered to keep people employed and keep small business thriving on the Sunshine Coast. The focus of the program is to help businesses augment and evolve their business model.

Who can apply?

- Members in good standing of Sunshine Coast Credit Union that operate an active business account prior to March 1st, 2020
- Businesses that are: sole proprietorships, partnerships, joint ventures or corporations
- Business that are resident on the Sunshine Coast (Earl’s Cove to Langdale) but may serve any markets outside of the Sunshine Coast
- Businesses that have been in operation since March 1st, 2019

What can the funds be used for?

- Purchasing or enhancing safety equipment to keep employees and clients safe at the business
- Purchasing or enhancing technology (software or hardware) to improve client access to services and goods at the business
- Training or educating employees for new roles, safety procedures, service in virtual environments or to use new technology to serve clients
- Recruiting new talent to reside on the Sunshine Coast (other than wages and salary expenses)
- Designing new products, services or features
- Expanding to new markets
- Research to determine new markets or needs of consumers

How much is the grant?

- Up to a maximum in 2020 of \$5000 for those businesses that have completed some form of training or learning and development in the past 12 months
- Up to a maximum in 2020 of \$2500 for businesses that have not completed some form of training or learning and development in the past 12 months

What is the total availability of grants?

Sunshine Coast Credit Union is making available up to \$100,000 in aggregate to be distributed as grants to successful applicants under this program.

How do I apply for the grant?

- An on-line application is available at www.sunshineccu.com
- Only completed on-line applications will be considered

When can I get the grant?

- There will be two application intakes in 2020:
 - Intake 1 – deadline for application July 8 – responses by July 15
 - Intake 2 – deadline for application August 31 - responses by Sept 9

- Successful grant applicants will be advised by email and funds will be credited to their account

Do I need to repay the grant?

No. Funds received by successful applicants pursuant to this program and used for the purposes set out in an approved application are a grant and do not need to be repaid to Sunshine Coast Credit Union.

How do I qualify for the grant?

The purpose of the grant is to help businesses evolve their business model to be successful in the post COVID world. For specific details, see the scoring matrix below. Among other things, we will be looking for the following qualities:

- Profitable business operations pre COVID
- Illustration of innovative service during COVID
- Connection to community – how does your business impact the community in addition to what you sell
- Businesses that have utilized other programs – government, non-profit to help their business thrive in the last 6 months

The guidelines set out herein are primary eligibility criteria only. Sunshine Coast Credit Union reserves the right to determine, in its sole discretion, which applications are selected to receive grant funding.

Applications will not be considered:

- To support ongoing operating costs including wages and salaries
- In response to fundraising campaigns
- To cover deficits
- To retire debts
- To fund activities that serve primarily the membership or purposes of religious or political organizations
- To fund businesses that do not reside on the lower Sunshine Coast (Earl's Cove to Langdale)
- For non-members
- For members who have not operated a business account with Sunshine Coast Credit Union since March 1st, 2019

SCCU reserves the right to alter or change any aspect of the REBUILD Business Grant Program including criteria, scoring matrix and timing.