

## PARTNERSHIP AGREEMENT FOR PROGRAM SERVICES

THIS AGREEMENT made as of the 19<sup>th</sup> day of August, 2013 (the "Effective Date")

### BETWEEN:

#### CANADIAN YOUTH BUSINESS FOUNDATION

(hereinafter referred to as "CYBF")

- and -

**Black Business Initiative (BBI)** (hereinafter referred to as the  
"Community Representative," (CP code A35)

(hereinafter collectively referred to as the "Parties" or "Party" as applicable.)

WHEREAS CYBF is a Canadian corporation incorporated under Part II of the *Canada Corporations Act* and is a registered not for profit organization;

AND WHEREAS the Community Representative is an organization, entity or Corporation located in Halifax, Nova Scotia.

AND WHEREAS in furtherance of its not for profit objects, CYBF has established programs for business plan preparation and support, loan disbursements and mentoring collectively referred to as the Program Services and that the Program Services are most efficiently and cost-effectively delivered by partnering with community-based organizations;

AND WHEREAS the Community Representative is a community-based organization that provides community services in and has the resources necessary to assist CYBF in the delivery of its program services;

IN consideration of the mutual covenants and premises herein contained, the Parties agree as follows:

### 1. DELIVERY OF THE PROGRAM SERVICES

1.1 The Community Representative agrees to provide the following to be a FULL SERVICE partner (and/or section 1.2 to be a REFERRAL SERVICE partner):

- a) to represent CYBF and the Program Services pursuant to the terms of this agreement throughout the geographic area defined in Appendix I to this agreement and referred to after as the "Community";
- b) to identify an individual to act as the program contact person and the individual so designated will:
  - i. demonstrate an adequate understanding of start-up businesses delivery of the Program Services in the Community;

- ii. permit the Community Representative's address, email and telephone number to be published by CYBF in informational materials;
  - iii. routinely sign on to the CYBF portal accessing the customer relationship management system (CRM) and to contact the individuals inquiring about the CYBF Program Services and/or preparing an application
- c) to promote the Program Services within the Community, which promotion may include:
- i. the distribution of CYBF's brochures to various contacts within the Community;
  - ii. the access to networks and contacts within the Community to promote CYBF
- d) to assist CYBF with the recruitment of qualified individuals willing to act as mentors for the loan applicant if required
- e) to administer the Program Services as follows;
- i. inform potential loan applicants about the eligibility criteria and provide support for the on-line application process;
  - ii. provide support and coaching for completion of the business plan and if such coaching support is not available to contact the CYBF relationship manager for support;
  - iii. to evaluate the business plan and cash flow and complete the Business Risk Predictor (BRP) and upload or send it to CYBF;
  - iv. to assist the applicant with document completion including verification of the identity of the applicant against original government issued photo identification and submission of outstanding loan documents to expedite the loan disbursement

1.2 CYBF and the Community Representative agree that from time to time the Community Representative may function as a REFERRAL SERVICE partner only:

- a) a referral service is related to situations when the Community Representative cannot work with the applicant and provide timely services as outlined in section 1.1 e) i.-iii., then CYBF will administer the steps outlined in the required program services; and the Community Representative will identify individuals eligible for the CYBF Program Services and refer them to CYBF via a standard agreed to process and;
- b) the Community Representative will be available if required to witness, verify the identity of the applicant with original government issued photo identification and be present for execution of the loan documents once the applicant has been approved and is required to

submit all related documentation to the regional office and/or appointed relationship manager ;

- c) only the referral service administrative payment will apply for these services.

### 1.3 CYBF agrees:

- a) to provide the Community Representative with appropriate information, manuals and access to online services to inform the Community Representative of the Foundation's organization and program services.
- b) to assist the Community Representative with local public awareness efforts that raise the profile of CYBF's program services and increase opportunities to support young entrepreneurs in the community;
- c) to promote participation in the mentor program in the broader community;
- d) to provide on-line business plan preparation tools and support services for young entrepreneurs through its various websites; and
- e) to provide the Community Representative with promotional materials such as brochures and information packages for distribution to potential applicants and other community partners;
- f) to provide access to CYBF's portal to access the customer relationship management system (CRM), and to provide training and support as required;
- g) to issue an administrative payment per approved and advanced loans through the CYBF loan program as outlined in Appendix II

### 1.4 General provisions as they relate to the delivery and administration of the program services:

- a) the Community Representative agrees that CYBF shall have and maintain full and complete direction, control, and supervision over the program services and that any change to the agreed to procedures will only be made with the written consent and approval of CYBF;
- b) and any change to the fee structure and loan application fee(s) will only be initiated by CYBF and made when CYBF issues a notice in writing;
- c) both parties agree they will not incur any liability, cost or expense for which the other party would be responsible with respect to these program services

## **2. TERM AND TERMINATION**

**2.1** Either Party may terminate this agreement without cause by giving thirty (30) days' notice to the other Party. CYBF may terminate this agreement at any time upon notice to the Community Representative effective immediately in the event of the Community Representative's failure to comply with any of the terms of this agreement.

**2.2** Immediately upon termination of this Agreement for any reason, all rights granted to the Community Representative herein to administer the Program Services shall forthwith cease and the Community Representative shall discontinue all use of the promotional and support material in association with the Program Services and the Administration of the Program Services, as defined herein.

## **3. PRIVACY AND CONFIDENTIALITY**

**3.1** The Community Representative will, in the delivery of the Program Services, comply with standard privacy practices and will collect, use and disclose personal information only to the extent required to perform the obligations under this Agreement. The Community Representative adopts security safeguards appropriate to the sensitivity of the personal information to protect such personal information including all information collected and sent via the internet and sent to the CYBF portal.

**3.2** Confidential Information must be kept confidential. The Community Representative agrees to protect the Confidential Information and prevent any wrongful use, dissemination or publication of the Confidential Information not permitted hereunder by a reasonable degree of care, but no less than the degree of care than it uses to protect its own confidential information of a like nature and that is required by provincial and federal legislation.

## **4. GENERAL PROVISIONS**

**4.1** Neither this agreement, nor any rights, duties nor obligations under this agreement may be assigned, charged, subcontracted or delegated by the Community Representative without the prior written consent of CYBF. Any attempt to effect such assignment or delegation will be void.

**4.2** This agreement shall be binding on the successors and assigns of the Parties hereto.

**4.3** Any invalidity in whole or in part of any provision of this agreement shall not affect the validity of any other of its provisions.

**4.4** No term or provision hereof shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented, and such written waiver shall only serve to waive or excuse, as the case may be, the particular breach to which it applies and no other.

4.5 Notices, reports and other communications required or permitted to be given under this agreement shall be addressed as follows:

**to the Community Representative:**

Black Business Initiative (BBI)  
1660 Hollis Street, Suite 1201  
Halifax, Nova Scotia  
B3J 1V7

**to CYBF:**

Canadian Youth Business Foundation  
133 Richmond Street West Suite 700  
Toronto, Ontario  
M5H 2L3

The Parties below agree to the terms above and have executed this agreement:

**Community Representative:**

Signature: Michael R Wyse

Name: Michael R Wyse

Title: CFO

**Canadian Youth Business Foundation:**

Signature: Terry Campbell

Name: TERRY CAMPBELL

Title: CHIEF OPERATING OFFICER

**APPENDIX I - GEOGRAPHIC COVERAGE AREA "The Community"**

***PLEASE LIST NAMES OF ALL COMMUNITIES SERVED BY THE COMMUNITY REPRESENTATIVE***

**Nova Scotia: Serving Black Nova Scotian entrepreneurs**

**APPENDIX II – ADMINISTRATIVE FEES**

**CURRENT FEE STRUCTURE (OCTOBER-SEPTEMBER) EFFECTIVE UNTIL SEPTEMBER 30, 2013**

Approved Applicants/after Loans disbursed	The first 3 loans after Oct 1 <sup>st</sup> , 2012	\$200 each
Approved Applicants/after Loans Disbursed	Loan 4 and 5 after Oct 1 <sup>st</sup> , 2012	\$300 each
Approved Applicants/after Loans Disbursed	Loan 6+ after Oct 1 <sup>st</sup> , 2012	\$500 each

For **REFERRAL SERVICE** as outlined in Section 1.2

Approved Applicants/after Loans disbursed	All (not including those eligible for the above payment)	\$75 each
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