



**DEPARTMENT OF COMMUNITY AND
GOVERNMENT SERVICES (CGS)**

**INFORMATICS PLANNING AND SERVICES (IPS)
AND NUNAVUT ARCTIC COLLEGE (NAC)
INFORMATICS TRAINING EMPLOYMENT PROGRAM
CONTRIBUTION AGREEMENT POLICY**

1. POLICY STATEMENT

The Government of Nunavut (GN), under the authority of the *Financial Administration Act*, may provide financial support and/or assistance to the Nunavut Arctic College (NAC) to carry out the Informatics Training Employment Program.

Training activities delivered through the Informatics Training Employment Program result directly from the need for skilled Informatics Technology workers, and correspond to the Department of Community and Government Services' (CGS) mandate to improve Inuit employment representation in technical and professional positions.

2. PRINCIPLES

This policy is based on the following principles:

- a) CGS is committed to taking direct action to assist in addressing the need for more beneficiaries in technical and professional positions.
- b) NAC will assume responsibility for carrying out the Informatics Training Employment Program
- c) CGS and NAC have agreed that NAC requires financial assistance in order to deliver the Informatics Training Employment Program
- d) CGS is committed to Inuit Qaujimajatuqangit concepts of Pijitsirniq (to serve), Angiqatigiiniq (arriving at a decision through discussion), and Piliriqatigiiniq (working together).

3. SCOPE AND ELIGIBILITY

This policy applies to the Informatics and Planning Services (IPS) division within CGS and to NAC as the recipient of contributions through this policy.

4. DEFINITIONS

- a) Contribution

A conditional transfer payment made to a recipient for which the GN will not receive any goods or services. Contribution payments are conditional on performance or achievement and are subject to audit or other reporting requirements.



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b) Recipient

Recipient refers to IPS and to NAC under this policy.

5. AUTHORITY AND ACCOUNTABILITY

a) Minister

The Minister of CGS is accountable to Cabinet for the implementation of this policy.

b) Deputy Minister

The Deputy Minister of CGS:

- (i) is responsible for the administration of all provisions of this policy;
- (ii) may approve contributions subject to the conditions outlined in this policy; and
- (iii) may, through a letter of instruction, delegate to a corresponding Divisional Director the authority to approve grants and contributions.

c) Corporate Chief Information Officer (CCIO)

The Corporate Chief Information Officer of CGS may recommend the approval of contributions to NAC.

6. PROVISIONS

a) General Terms and Conditions

The terms and conditions, as detailed in Schedule 1, shall apply to this policy.

b) Contributions

- (i) Prior to the issue of payment, the recipient shall sign a contribution agreement, which contains project goals and



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objectives, guidelines for allowable expenditures, completion timeline and reporting and accounting requirements.

- (ii) Where full financial accounting or reporting requirements are not submitted, or funding not used in full, no additional funding shall be considered until the required financial statement is received, or the amount unaccounted for is repaid.

7. FINANCIAL RESOURCES

Financial resources for this policy are conditional on approval by the Legislative Assembly, and on the availability of funds in the appropriate budgets.

8. PREROGATIVE OF CABINET

Nothing in this policy shall in any way be construed to limit the prerogative of Cabinet to make decisions or take action respecting CGS's departmental initiatives outside the provisions of this policy.

9. SUNSET CLAUSE

This policy shall be in effect from the date of the signature until December 31, 2018.

Premier Eva Aariak



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SCHEDULE 1

Details of the documentation that must be supplied by the recipient in order to seek reimbursement are as follows:

SERVICES AND PAYMENT

1. Contribution payments will be made on a basis as described under the *Financial Administration Act* (R.S.N.W.T. 1988 c.F-4) in accordance with the approved cash flow requirements.
2. This agreement shall commence on June 1st, 2011 and end on March 31, 2013 unless otherwise terminated or amended in accordance with the provisions of the contribution agreement signed by both parties.

ACCOUNTS AND FINANCIAL STATEMENTS

3. The recipient shall keep proper and separate accounts and records of the revenues and expenditures for the Project, including all invoices, receipts and vouchers relating thereto, for a period of at least three years after the expiry of the contribution agreement.
4. The Recipient agrees to conduct all financial affairs related to the contribution agreement according to general accepted accounting principles.
5. The Recipient agrees to allow the GN the right to, at any time during the term of the agreement, carry out an inspection of the books, records and accounts of the Project at any reasonable hour.
6. The Recipient shall submit to the GN an audited financial statement, relevant to the expenditures made under this Contribution and reviewed by a qualified, accredited independent audit firm, within sixty (60) days of completion of the end of this agreement.

PAYMENT SCHEDULE:

1. The GN shall pay the recipient a total conditional on approval by the Legislative Assembly, and on the availability of funds in the appropriate budgets.
2. The GN shall provide 75% of the annual settlement to NAC by September 1st of each year. The remaining 25% of the annual entitlement will be released



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upon receipt of the required financial reporting as detailed below.

3. All funding is contingent on the compliance by NAC with all terms and conditions of the Contribution Agreement.
4. This program forms a component of CGS' commitment to Inuit Employment Planning. Given the importance of the program for Informatics, it is recognized that NAC may wish to ear-mark a portion of the funding for tutoring and counseling for students with the objective of improving graduation rates and reducing student drop-out rates.

REPORTING AND RECORDS

NAC shall report to CGS on a regular and timely basis, and in particular:

5. NAC shall provide to CGS the following reports no later than 90 days after the end of the fiscal year:
 - a) The annual Financial Statement for the Contribution;
 - b) A two (2) year program implementation plan updated annually to reflect the results and needs of the program, and address the expectations of meeting the requirement to provide training of sufficient quality to permit CGS to direct appoint or hire qualified graduating students.
6. NAC shall provide to CGS Director of Corporate Affairs/Human Resources a brief quarterly overview of student performance. Focus and emphasis should be on academic performance and highlight issues where CGS may be able to offer assistance in order to reduce drop-out rates.
7. NAC shall have a single records office located for the purposes of this Program, all financial files are to be located in Iqaluit.
8. NAC shall maintain separate records and documentation for a minimum period of five (5) years after the expiration date.
9. Upon request, NAC shall grant reasonable access to the GN and its representatives to all records and documentation of NAC and its auditors for the purposes of cost reviews, external audits and compliance, as deemed necessary by GN. NAC shall provide copies to the GN, at the GN's expense, if requested to do so.



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10. NAC shall retain an independent auditor to carry out an audit of its financial records on an annual basis, in accordance with the guidelines issued by the Canadian Institute of Chartered Accountants, such audit report to be provided to CGS within 90 days after the fiscal year end of NAC. Audit costs under this Agreement are considered eligible expenditures.

GENERAL TERMS AND CONDITIONS

7. The Recipient shall not use the contribution for the purpose of capital or furniture and equipment expenditures.
8. The Recipient declares that it has disclosed all sources of funding; including those received in kind, respecting the Project and agrees to disclose any additional sources of funding within thirty (30) days that it becomes available for the Project during the term of this Agreement.
9. The Recipient shall refund to the GN:
- a) Within thirty (30) days of the termination of this Agreement any monies advanced to the Recipient and not expended prior to the termination of expiry of this Agreement; and
 - b) Immediately, upon written request by the designated contact, any monies advanced to the Recipient for which, in the opinion of the GN, no satisfactory evidence has been furnished by the Recipient that the monies have been expended in accordance with this Agreement.
10. Quarterly, during the term of this Agreement, the Recipient will provide an update to the CGS Director of Human Resources. The intent of this update is to highlight emerging issues concerning student performance; upon recommendation from NAC, CGS may be able to provide additional support in terms of counselling, tutoring and mentoring.
11. CGS commits to the extent possible, to hire students with a grade point average of 65% or above in the previous term, as casual employees when the College is not in session.
12. CGS commits to the extent possible, to consider all graduates of the program with a grade point average of at least 65% overall, for direct appointment to vacant positions within CGS-IT.



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TERMINATION AND AMENDMENT

1. This Agreement may be terminated by either party, any time before completion, for any reason whatsoever. In the event of such termination, the Recipient shall return to the GN all unexpended monies paid to the Recipient for and under this Agreement and provide the GN with an accounting of all expenditures made under this Contribution within thirty (30) days of termination.
2. This Agreement may be amended at any time by the written consent of the parties.
3. The Recipient is aware of s. 46 of the *Financial Administration Act, SNWT 1987*, which states:

“an expenditure pursuant to a contract will be incurred only if there is a sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract.”