

2020 CULTURAL LEARNING AND SHARING GRANT PROGRAM INFORMATION GUIDE

Deadline

Applications can be received at any time in advance of these deadlines throughout the year:

- Up to February 7th (funds allocated in mid-April)
- Up to April 10th (funds allocated in mid-June)
- Up to May 1st (funds allocated in late-June)
- Up to Aug. 7th (funds allocated in mid-Oct.)
- Up to Oct. 9th (funds allocated in mid-Dec.)

Program Description and Purpose

This program provides up to \$20,000 to individuals (artists and cultural leaders) and non-profit arts and cultural organizations to access or deliver learning opportunities that will build and strengthen skills, knowledge, relationships and experience in order to enhance individual, organizational or sectoral practices. The program is open to a wide array of learning methods and is intended to support diverse contributors and leaders in ways that build knowledge and resources as well as strengthen communities of practice.

The City's Cultural Services department offers many other programs, awards and services. These are detailed on the City's web page at: <http://vancouver.ca/people-programs/arts-and-culture-grants.aspx>

Application Support

Applicants who are Deaf or hard of hearing or live with a disability and need support to complete their grant applications may access support to cover the costs of assistance from service providers. Please contact the program staff lead for more information.

If this guide does not help you with your questions about the application, please contact staff. Staff is available to guide you through the application process, and review draft project descriptions, provide additional clarification and guidance. You can book a time to meet or speak with staff in advance of the deadline.

Program Contact Information

Aliyah Amarshi, Cultural Planner
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604.829.9876
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604.871.6498
vancouver.ca/culture

Culture | Shift: Blanketing the City in Arts and Culture. Culture Plan 2019 - 2029

This program supports key actions of [Culture|Shift: Blanketing the City in Arts and Culture](#):

- Increase knowledge, and share knowledge and resources across the cultural sector
- Increase leadership opportunities for Musqueam, Squamish, Tsleil-Waututh, and Urban Indigenous artists, and cultural leaders and artists from equity-seeking* communities
- Support Indigenous-led development of cultural protocols, resources and training to support non-Indigenous cultural organizations to build collaboration with local nations
- Support the development and facilitation of organizational learning opportunities to advance equity and accessibility

*Equity-Seeking artists and cultural leaders are those who identify as:

- Musqueam, Squamish and Tsleil-Waututh and urban Indigenous
- People of Colour
- Deaf, Culturally Deaf, Hard of Hearing
- LGBTQ2+ or Trans and gender diverse
- Newcomers, refugees and undocumented
- Low-income
- Living with a Disability, mental health challenges or addictions
- Minority language communities
- Women and girls
- Seniors and youth

Guiding Principles:

Based on feedback from individuals surveyed on their capacity needs, and input throughout the consultation process of *Culture|Shift*, the program is guided by the following principles:

- Centering voices from non-mainstream perspectives
- Support peer to peer learning
- Invest in opportunities that are timely and urgent
- Draw from the depth of knowledge locally
- Encourage broad rippling sectoral impact
- Support practical and immersive learning experiences
- Support learning that is arts and culture-centered
- Support self-determined opportunities
- Facilitate network or cohort learning

Eligible Applicants

- For at least six months at the time of the application deadline: be a non-profit society, or a community service co-op legally registered and in good standing with BC Registries Services, or a First Nations Band Council on whose unceded traditional homelands Vancouver sits, or a registered charity with the Canadian Revenue Agency (CRA)
 - First-time applicants must provide evidence of non-profit or registered status, e.g., Certificate of Incorporation;
- Be Vancouver-based and have an active presence and have programs and services delivered within Vancouver, or if led by either the Musqueam, Squamish or Tsleil-Waututh Nations, held in their unceded traditional homelands;
- Provide equitable access to programs and services to a broad diverse public;
- Have an active Board of Directors comprised of volunteers that are representative of the mission and people served;
- Have skilled leadership, and be working with artists and creative collaborators with the relevant lived experience, permission, knowledge, skills and expertise to lead and contribute to the work;
- Compensate professional artists at minimum standard industry rates; and,
- Have completed all previous projects funded through Cultural Services and can report on the most recent City-funded project in the current application, or have written approval from a Cultural Planner to submit an application if the previous project is not complete by the time of the application deadline.

*Vancouver-based established artists and cultural leaders actively working in the local arts and culture non-profit sector can apply in partnership with an eligible organization as described above.

Examples of Eligible Activity

- Residencies
- Internships
- Mentorships
- Gatherings, convenings, or conferences*
- Workshops or courses
- Research
- Organizational planning
- Other self-determined learning opportunities

**if not already supported through a Cultural Services project or operating grant*

Ineligible Organizations and Activity

- Organizations that do not have an arts and/or cultural mandate
- Projects that do not meet the program goals and eligibility criteria
- Core artistic training
- Activity taking place before the application is submitted
- Other City of Vancouver departments and branches

How to apply

- Discuss your proposal with a staff member in advance of your submission

- Once your proposal has been discussed and considered eligible, submit a proposal addressing the application questions.

Application Questions

- Name and type of learning opportunity you wish to engage in or offer (one-two sentences).
- Please provide additional details: where it is being offered, who is delivering it, who is it for (if offering the learning opportunity), program details, dates and time.
- How will it strengthen your knowledge and skills, or enhance the organization's ability to achieve its mission, or increase and share knowledge and resources across the sector?
- How much will it cost and what if any other resources are contributing to help offset the costs? Provide a detailed budget of all expenses and any other revenue besides the City grant being requested.
- How does the learning opportunity align with any of the key *Culture|Shift* actions and guiding principles?
- If you are offering the learning opportunity, please outline any equity practices for leadership and selection, outreach, and how the program will offer meaningful opportunities to diverse participants. Outline any accessibility practices that will make the opportunity and activities accessible.

Assessment Criteria

- The learning opportunity is led by individuals who have the relevant lived experience, permission, skills, knowledge and expertise to deliver the material
- The learning opportunity is timely and there is a strong need to support it at this time
- The learning opportunity will greatly benefit the individual, organization, or broader cultural sector
- The proposed budget is reasonable and achievable
- The learning opportunity strongly aligns with one or more of the *Culture|Shift* actions and guiding principles
- Equity and accessibility practices have been addressed and will be implemented if delivering the learning opportunity

Assessment and Recommendation Process

This program uses a staff-driven assessment process based on priorities and criteria informed by the arts and cultural community.

Grant recommendations are brought forward in a report to City Council for consideration and approval. Applicants receive an email notification from the City Clerk's office generally a week in advance of the report going forward for the Council meeting date. The report is also made public on the City's website at approximately the same time.

Grant Confirmation Notification and EFT Payment

Once the Council report is approved, you will receive a confirmation notification by email. Please retain this notification as your document of record for your Auditor, if required. All grant recipients are required to set up direct deposit using an Electronic Funds Transfer (EFT) form with the City of Vancouver's Financial Services Group to expedite payment. If your organization has not been set up for EFT, please contact cultural.services@vancouver.ca for the form and instructions so as not to delay payment.

GRANT AGREEMENT - CONDITIONS OF ASSISTANCE

If the applicant is successful in receiving a grant, the City and Recipient agree to the following:

THE GRANT

1.1 Conditions of Grant

- (a) The Recipient will complete the Project prior to the end of the Term.
- (b) The Recipient will only use the Grant for paying for costs directly associated with the Project (the "Purpose"). The Recipient will not use the Grant for any purpose other than the Purpose. For example, the Recipient acknowledges and agrees that it will not use the Grant to eliminate financial deficits that the Recipient has accumulated.
- (c) The Recipient will not transfer the Grant or any portion of the Grant to any person, society, company, entity, or legal entity of any kind unless doing so is part of the Project and is described in Schedule A to this Agreement.
- (d) If the Recipient has not used any portion of the Grant by the end of the Term, then the Recipient will return the unused portion of the Grant to the City no later than thirty days after the end of the Term.
- (e) During the Term and for two years after the Term, the Recipient will keep accurate records, books of account, invoices, and receipts that show how the Recipient established, ran, and completed the Project and used the Grant and, upon request by the City, will make those records, invoices, and receipts immediately available to the City or an agent of the City for the City or its agent to review, copy, and keep.

1.2 Representations and Warranties

The Recipient represents and warrants that:

- (a) The Recipient has the full right, power, and authority to enter into this Agreement and to establish, run, and complete the Project and that this Agreement will be fully binding upon the Recipient;
- (b) The Recipient is of a legal nature and is in good standing with a regulatory body as of the date of this Agreement;
- (c) The grant application that the Recipient has submitted to the City does not contain any false or misleading information;
- (d) If the Recipient has received a grant from the City prior to the date of this Agreement for a project, the Recipient completed that project in accordance with the terms and conditions of that grant;
- (e) The Recipient possesses the necessary skills, knowledge, qualifications, assets, and experience to establish, run, and complete the Project to the reasonable satisfaction of the City;

- (f) The Recipient has no knowledge of any of its Recipient Personnel having or having been alleged to have improperly, inappropriately, or illegally misused the funds of or stolen money from the Recipient or any other legal entity and, if any Recipient Personnel becomes aware during the Term that a Recipient Personnel has or has been alleged or is or is currently alleged to have improperly, inappropriately, or illegally misused funds of or stolen money from the Recipient or any other legal entity, then the Recipient will immediately notify the City.

1.3 Default and Repayment

If the Recipient spends any of the Grant in any way that is in contravention or breach of this Agreement in the City's sole discretion or if any of the Recipient's representations or warranties is untrue as of the date of this Agreement or becomes untrue during the Term, then the Recipient will immediately notify the City and, if it receives written notice from the City to do so, immediately return the Grant to the City. If the Recipient does not immediately return the Grant to the City, then the Recipient acknowledges and agrees that the City may take all lawful actions necessary to recover the Grant and the Recipient will indemnify and hold the City harmless for all of the legal and other costs that the City incurs in connection with the recovery of the Grant.

1.4 Compliance with Laws

The Recipient will comply with all applicable laws, regulations, bylaws, and guidelines in completing the Project and in performing its obligations and exercising its rights under this Agreement, including by obtaining any necessary licences, permits, or approvals required for the Project by applicable laws, regulations, bylaws, and guidelines.

1.5 Term

This Agreement will commence on the date of this Agreement and will expire one year after the date of this Agreement (the "**Term**").

COMMUNICATIONS

1.6 Publicity

The Recipient will acknowledge the City's assistance and the Grant in all public communications or materials regarding the Project. However, each Party agrees not to use the name, logo, trademark, or any other identifying mark of the other Party in any advertising or public material, or make any form of representation or statement in relation to the Project that would constitute an express or implied endorsement by the other Party of any product or service, without obtaining the prior written approval of the other Party. Grant recipients can contact Tyler Fitzwalter at tyler.fitzwalter@vancouver.ca to receive the recognition marks electronically.

1.7 Notices

Any notice, approval, or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval, or request to a representative of the Party for whom it is intended or by mailing such notice, approval, or request by prepaid registered mail from any post office in British Columbia and:

- (a) ***in the case of the City, addressed to it at:***

City of Vancouver
453 West 12th Avenue
Vancouver, B.C.
V5Y 1V4
Attention: City Clerk

with concurrent copies to Arts, Culture, and Community Services

- (b) ***in the case of the Recipient, addressed to the Organizational address contained in the application.***

or at such other address as the Parties may from time to time advise by notice in writing.

1.8 Reports

If the Recipient does not apply to the City for a grant in the year subsequent to the year in which this Agreement was signed, then the Recipient will prepare and deliver to the City a report detailing all of the aspects of the Project that are relevant to the City, including the financial statements for the Project.

RELEASE AND INDEMNITY

1.9 Release and Indemnity

The Recipient hereby releases, and agrees to indemnify and save harmless, the City and the City Personnel for, from, and against any Losses suffered, incurred, or experienced by any person or entity, including, without limitation, the Recipient, the City, and any City Personnel, in connection with, that arises out of, or that would not have been incurred but for the existence of this Agreement or the breach of this Agreement by the Recipient or any wrongful or negligent act or omission by the Recipient or any Recipient Personnel in the course of implementing, running, or completing the Project.

1.10 Survival

The release and indemnity in sections 1.1 – 1.5 and in this section 1.9 – 1.10 will survive the termination of this Agreement.

GENERAL

1.11 Assignment

The Recipient may not assign or otherwise transfer all or any part of its rights or obligations under this Agreement to any Party without the prior written consent of the City.

1.12 Counterparts

This Agreement may be executed in counterparts and each executed counterpart will be considered an original, and all executed counterparts together will constitute this Agreement. A signed copy of this Agreement may be delivered by email, fax or other electronic transmission.

1.13 Entire Agreement

This Agreement constitutes the entire agreement between the Parties and supersedes any previous agreement or understanding, whether oral or in writing, between the Parties.

1.14 Freedom of Information Act

The Parties acknowledge that they are each subject to the *Freedom of Information and Protection of Privacy Act (British Columbia)*, and that all records prepared by either Party may be under the custody and control of that Party for the purposes of the said act and that all records prepared by that Party in the performance of this Agreement are in the custody and control of that Party. Each Party is or will be subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act (British Columbia)*, which creates a right of access to records under the custody and control of public bodies subject to specific limited exceptions.

1.15 Independent Legal Advice

The Parties acknowledge and agree that they have each obtained the independent legal advice that they deemed necessary before signing this Agreement.

1.16 Waiver

Both Parties acknowledge and agree that no failure on the part of either Party to exercise, and no delay in exercising any right under this Agreement, will operate as a waiver thereof nor will any single or partial exercise by a Party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law or in equity.