

## SCHOLARSHIP AGREEMENT

**THIS AGREEMENT** made as of the 26<sup>th</sup> day of April, 2007 (the "Effective Date").

### **B E T W E E N:**

National Aboriginal Achievement Foundation, a corporation incorporated under the laws of Canada

(the "**Foundation**")

- and -

The Canadian Bar Association, a corporation incorporated under the laws of Canada, through its British Columbia Branch

(the "**Sponsor**")

### **CONTEXT:**

- A.** The Foundation is registered as a charity under the *Income Tax Act* (Canada). In accordance with its corporate objects, the Foundation seeks out and develops talented Aboriginal people who would otherwise not have the opportunities to cultivate their talents and skills by directing their course of study and by affording them the necessary training and materials for this study.
- B.** Included in its activities, the Foundation establishes scholarship programs that provide financial assistance to individuals attending academic institutions.
- C.** The Foundation and the Sponsor wish to jointly establish a scholarship program, in accordance with the terms of this Agreement.

**FOR GOOD AND VALUABLE CONSIDERATION**, the parties agree as follows:

### **ARTICLE ONE – ESTABLISHMENT OF SCHOLARSHIP FUND**

**1.01** The Sponsor and the Foundation will jointly establish a fund, entitled the "Canadian Bar Association of British Columbia's Aboriginal Scholarship Trust", or such other suitable name as may be mutually agreed to by the parties (the "Scholarship Trust"), which will establish scholarships in accordance with the terms of this Agreement.

**1.02** The Foundation will establish a trust account (the "Trust Account") for the exclusive purpose of receiving and maintaining funds donated to the Foundation for the Scholarship Trust ("Donations"). The Trust Account will be managed and invested by the Foundation's fund manager and in accordance with investment policies of the Foundation (the "Investment Policies").

**1.03** From the Effective Date until the second anniversary of the Effective Date (the "Fundraising Period"), the Sponsor will use commercially reasonable efforts to encourage persons to make Donations to the Scholarship Trust, including members of the following organizations: (i) the legal profession of British Columbia, (ii) the Law Society of British Columbia, (iii) all British Columbia Local and County Bar Associations, (iv) the Law Foundation of British Columbia, (v) the University of British Columbia, (vi) the University of Victoria, and (vii) the Federal and Provincial Governments. The Foundation will assist in such efforts when reasonably requested by the Sponsor. Notwithstanding the foregoing and during the term of this Agreement, after the second anniversary of the Effective Date:

- (a) the Foundation will continue to accept Donations to the Scholarship Trust at its discretion; and
- (b) the Sponsor may continue to encourage persons to make Donations to the Scholarship Trust.

**1.04** When seeking Donations, the Sponsor and the Foundation will clearly and accurately advise potential donors of the intended use of any Donation. In addition, potential donors will be advised that, in the event that the Scholarship Trust is not established, the Foundation will donate fifty percent (50%) of the Donations collected to the University of British Columbia and fifty percent (50%) of the Donations collected to the University of Victoria, and in each case require such institutions to distribute such funds as scholarships to individuals that possess those qualifications set out in Subsections (a), (b), (c) and (d) of Section 3.01 of this Agreement.

**1.05** Donations received by the Foundation expressly for the Scholarship Trust will be deposited in the Trust Account and, where appropriate, the Foundation will issue an official donation receipt to the donors of the Donations for the applicable amount.

**1.06** Donations:

- (a) must be donated together with a written direction of the donor that such funds are to be held by the Foundation for perpetuity; or
- (b) must not be subject to the issuance of an official donation receipt.

Donations made in accordance with the foregoing will be held in the Trust Account in perpetuity and will not be encroached upon without the prior written consent of both parties. Donations in any other manner to the Scholarship Trust will not be accepted by the Foundation, and will be returned to the applicable prospective donor.

**1.07** Within 30 days of the Effective Date, the Sponsor will donate \$1,000 to the Foundation for the Scholarship Trust. The Sponsor will not receive a official donation receipt from the Foundation for such Donation.

## **ARTICLE TWO – FUNDING THE SCHOLARSHIPS**

**2.01** After the conclusion of the Fundraising Period and subject to Section 3.03(a), the Foundation will withdraw on April 1<sup>st</sup>, or as soon as practicable thereafter, of each year from the Trust Account any interest earned on the funds in the Trust Account (the “Interest”).

**2.02** Upon the withdrawal of funds described in Section 2.01, the Foundation will distribute, as scholarships in accordance with the terms of this Agreement, the following amounts:

- (a) the Interest; and
- (b) an amount contributed by the Foundation that is equal to the Interest, *minus* an amount equal to 7% of the Interest

(collectively, such amount will be referred to herein as the “Scholarship Funds”).

## **ARTICLE THREE – AWARDING SCHOLARSHIPS**

**3.01** The Scholarship Funds will be distributed by the Foundation as scholarships (the “Scholarships”) to applicants who have been approved by the Foundation (“Approved Applicants”) at its sole discretion, in accordance with the Foundation’s Bursary & Scholarship Policy, Procedures and Guidelines (the “Guidelines”) and the terms of this Agreement. To be eligible for approval an applicant must:

- (a) demonstrate satisfactory academic standing;
- (b) be of Aboriginal descent as defined by the *Constitution Act 1982*, s. 35(2), or be a person accepted by one of the Aboriginal peoples of Canada as a member of its community;
- (c) have been accepted for first year studies in the upcoming academic year at the Faculty of Law of either the University of British Columbia or the University of Victoria, and
  - i. wish to pursue studies at a Canadian pre-law preparatory program aimed at preparing students of aboriginal descent for the study of law; and/or
  - ii. require assistance for meeting the cost of their first-year legal studies; and
- (d) have demonstrated financial need.

**3.02** Fifty percent (50%) of the Scholarship Funds will be distributed to Approved Applicants who have been accepted for first year studies in the upcoming academic year at the Faculty of Law at the University of British Columbia and fifty percent (50%) of the Scholarship Funds will be distributed to Approved Applicants who have been accepted for first year studies in the upcoming academic year at the Faculty of Law at the University of Victoria.

**3.03** Scholarships will be distributed annually as follows:

- (a) If the Scholarship Funds for that year are less than \$2,000, funds will not be withdrawn from the Trust Account and Scholarships will not be distributed for that year.

- (b) If the Scholarship Funds for that year are more than \$2,000 but less than \$4,000, one (1) Scholarship will be distributed to an Approved Applicant who has been accepted for first year studies in the upcoming academic year at the Faculty of Law at the University of British Columbia and one (1) Scholarship will be distributed to an Approved Applicant who has been accepted for first year studies in the upcoming academic year at the Faculty of Law at the University of Victoria.
- (c) If the Scholarship Funds for that year are more than \$4,000 but less than \$6,000, two (2) Scholarships of equal amounts will be distributed to Approved Applicants who have been accepted for first year studies in the upcoming academic year at the Faculty of Law at the University of British Columbia and two (2) Scholarships of equal amounts will be distributed to Approved Applicants who have been accepted for first year studies in the upcoming academic year at the Faculty of Law at the University of Victoria.
- (d) If the Scholarship Funds for that year exceed \$6,000, three (3) Scholarships of equal amounts will be distributed to Approved Applicants who have been accepted for first year studies in the upcoming academic year at the Faculty of Law at the University of British Columbia and three (3) Scholarships of equal amounts will be distributed to Approved Applicants who have been accepted for first year studies in the upcoming academic year at the Faculty of Law at the University of Victoria.

**3.04** In carrying out its duties and responsibilities under this Agreement, the Foundation will not be responsible for any loss occasioned by its actions and will incur no liability or responsibility by reason of any error, mistake, action or omission made or done under or pursuant to the Agreement, except for its own wilful or negligent default.

#### **ARTICLE FOUR – SPONSOR AND FOUNDATION’S RIGHTS AND SERVICES**

**4.01** In any 12 month period following the issuance of a Scholarship, the Sponsor’s efforts arising in relation to the Sponsorship Trust will be recognized on the Foundation’s website and in the Foundation’s publication entitled, *Building Brighter Future*, the Foundation’s Annual Report and any other publication produced by the Foundation which refers to the Scholarships or the Scholarship Trust. Other than for the purposes of this Section, the Sponsor’s name and logo will not be utilized by the Foundation unless prior written approval has been obtained from the Sponsor.

**4.02** The funds held in the Trust Account will be recorded as an individual entry in the Foundation’s financial statements with a separate detailed accounting of the income earned, amounts added and amounts disbursed. The Foundation will provide audited financial statements to the Sponsor no later than July 30 of each year, commencing in 2007, for the duration of this Agreement.

**4.03** The Foundation will provide to the Sponsor: (i) written copies of the current Investment Policies and the Guidelines, (ii) written notification of any changes made to these documents, and (iii) written copies of these changes upon the Sponsor’s request.

**4.04** Except with the prior written consent of the donors to the Scholarship Trust, the identity of each donor will be kept confidential from third parties.

## **ARTICLE FIVE - GENERAL PROVISIONS**

**5.01** This Agreement constitutes the entire agreement between the parties. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.

**5.02** No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by both parties.

**5.03** This Agreement will cease and be terminated on the occurrence of any of the following events:

- (a) the insolvency of the Foundation;
- (b) the Foundation ceasing to be a registered charity under the *Income Tax Act* (Canada);
- (c) upon 30 days written notice to the Sponsor if the Foundation determines that, in connection with the Scholarship Trust, it is unable to meet its disbursement quota obligations under the *Income Tax Act* (Canada);
- (d) 30 days after a breach of this Agreement by either party, if such breach is not cured within such 30 day period; or
- (e) upon 6 months written notice by either party.

**5.04** Upon the termination of this Agreement for any reason, the Foundation will donate fifty percent (50%) of all amounts donated to the Scholarship Trust to the University of British Columbia and fifty percent (50%) to the University of Victoria, in each case to be distributed as scholarships to individuals that possess those qualifications set out in Subsections (a), (b), (c) and (d) of Section 3.01 of this Agreement.

**5.05** Time will be of the essence of this Agreement.

**5.06** This Agreement will be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

**5.07** Any notice or communication to be made in connection with this Agreement will be addressed to the recipient as follows:

To the Foundation:  
National Aboriginal Achievement Foundation  
P.O. Box 759, 2160 Fourth Line  
Ohsweken, Ontario  
N0A 1M0

Attention: Roberta Jamieson, President and Chief Executive Officer  
Facsimile Number: 519-445-0067

To the Sponsor:  
Executive Director  
Canadian Bar Association, British Columbia Branch  
10th Floor, 845 Cambie St.  
Vancouver, BC V6B 5T3  
Facsimile Number: 604-669-9601

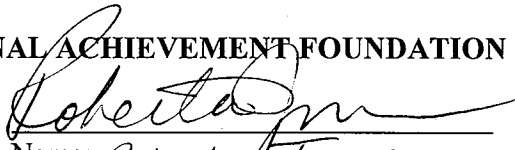
**5.08** This Agreement may be executed in counterparts, each of which will be deemed to be an original and both of which together will constitute one and the same Agreement.

**5.09** Delivery of this Agreement by facsimile transmission constitutes valid and effective delivery.

**[The remainder of this page is left intentionally blank. Signature page to follow.]**

IN WITNESS WHEREOF the parties have executed this Agreement as of the date written above.

**NATIONAL ABORIGINAL ACHIEVEMENT FOUNDATION**

Per:   
Name: Roberta Jamieson  
Title: President and CEO

**CANADIAN BAR ASSOCIATION**


Per: \_\_\_\_\_  
Name:  
Title:

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date written above.

**NATIONAL ABORIGINAL ACHIEVEMENT FOUNDATION**

Per: \_\_\_\_\_  
Name:  
Title:

**CANADIAN BAR ASSOCIATION**

Per:   
Name: Caroline M. Nevin  
Title: Executive Director