



## AH-SHOO-GUN TRUST FUND APPLICATION

1. Basic Information

Recipient Name	
Address	
Phone Number	
Project Name	
Project Start Date	
Project Completion Date	
Funding Requested	
Funding Approved	

2. Eligible Costs

The costs set out in the recipient's proposal as approved in whole or in part by the Chief and Council are eligible costs for the purposes of the agreement. Subject to change only with the Chief and Councils written approval.

3. Ineligible Costs

For greater certainty, any costs not specifically in the approved budget are ineligible unless authorized in writing by the Chief and Council prior to being incurred. By way of example only, ineligible costs include the following;

- a) Administration fees;
- b) Entertainment costs;
- c) Bonuses;
- d) Fines or penalties;
- e) Depreciation on fixed assets;
- f) Wages, fees or honoraria charged by individuals employed by the First Nation that are already being paid to perform similar or related duties;
- g) Costs being covered from other sources;
- h) Costs incurred because of misuse or neglect of assets;
- i) \_\_\_\_\_

#### 4. Reporting Requirements

The recipient will provide the following reports to the Chief and Council:

- a) Written monthly progress reports that directly reference the approved proposal;
- b) Written monthly financial reports including receipts where applicable;

#### 5. Conditions

- a) IF REPORTS ARE NOT PROVIDED, FUTURE APPLICATIONS FOR FUNDING BY THE RECIPIENT WILL NOT BE ACCEPTED.
- b) Costs are eligible if they are, in the opinion of the Chief and Council, directly related to the project and reasonable.
- c) The Chief and Council and the recipient are fully accountable to the members of Big Grassy First Nation for the appropriate use of these funds. Funds are to be used for their approved purposes only. The Chief and Council may request that the recipient's expenditure of these funds be audited by an accredited accountant. Any funds not used for their approved purpose must immediately be reimbursed to the Chief and Council. If funds are not reimbursed, the Chief and Council will proceed with any required legal remedies.
- d) Where appropriate, the Chief and Council may elect to pay external parties (e.g., suppliers) directly.
- e) The member agrees to hire Big Grassy First Nation members for any employment opportunities for contracts that arise from the project.
- f) The success or failure of the project will be considered when the Chief and Council reviews future applications for funding.
- g) The recipient agrees to take any training identified by the Chief and Council as a condition for funding.
- h) For future applications for funding, the Chief and Council will require written confirmation that the recipient has approached and been responded to by other agencies.
- i) Any changes to the project objectives and/or budget must be reported to the Chief and Council.
- j) The recipient authorizes the Chief and Council to release any project or financial information to the Big Grassy First Nation membership.

#### 6. Indemnification

This agreement saves harmless the Chief and Council, its employees, representatives, or facilities from any, and all claims arising from injurious harm or any other form of perceived negligence while this Agreement remains in effect.

Signatories to this Agreement:

CHIEF AND COUNCIL
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Chief:	Date:
Councillor:	Date:
Councillor:	Date:
Councillor:	Date:
Councillor:	Date:

4.02 Council Review	Mark decision below
a) Recommended	
b) Not recommended	
c) Neither recommended nor not recommended	

4.03 Delegation of Council Review – Council may delegate review and recommendation duties. (For example: if technical/professional expertise is required)

TRUSTEES
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First Nation Trustee:	Date:
First Nation Trustee:	Date:
First Nation Trustee:	Date:
First Nation Trustee:	Date:

RECIPIENT
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Signature:	Date:
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## ARTICLE 111 – PURPOSES OF THE TRUST

3.01 Purposes

Based on the primary purpose of the Trust Fund, which is to be a benefit and a source of enduring value to the First Nation, the Trustees shall invest and keep invested the Trust Fund in accordance with the investment objectives stated on paragraph 1.04 and may distribute amounts from the Trust Fund in accordance with the provisions of this articles.

3.02 Permitted Distributions

Distributions from the Trust shall only be made to the First Nation to advance one or more of the following purposes;

- a) Purchase or lease of land or any interest in land;
- b) Natural resource rehabilitation and development measures to support increased viability for traditional resource uses;
- c) Economic, cultural and community development initiatives, and any form of social or economic support to members of the First Nation;
- d) Business and employment development initiatives;
- e) Local community infrastructure and housing developments;
- f) Enforcement of aboriginal and treaty rights, including land and resource rights and the right of self-government of the First Nation;
- g) Educational and training recreation facilities and programs;
- h) Reasonable consulting, legal and administrative costs of the First Nation in respect of the negotiation, settlement, implementation, and administration of the Trust including reimbursement of the First Nation for remuneration of Trustees, and for their expenses, pursuant to 8.02 (1)
- i) Enforcement of the terms of the Settlement Agreement; and
- j) Whole or partial payment of a Promissory Note issued by the Trust.