



# **Capacity Grant Application**

The AIOC capacity grant program is intended to provide funding to eligible Indigenous nations and groups1 to access third-party expertise and services to navigate assessing, negotiating and closing on a project.

The capacity grant program is designed to be closely aligned with AIOC's Loan Guarantee Investment Program. Capacity grants will be primarily focused on advancing projects with a high likelihood of supporting AIOC's Loan Guarantee mandate, as outlined in the Loan Guarantee Investment Program Guidelines.

AIOC's loan guarantee and capacity grant programs are discretionary. A decision to provide a loan guarantee and the percentage of the loan the guarantee will cover, or a capacity grant are at the sole and absolute discretion of AIOC.

AIOC's capacity grant program will support Indigenous nations and groups to:

- · Conduct the due diligence necessary to evaluate projects.
- · Access third-party advisory services (e.g., legal, tax, engineering, financial) to properly assess, execute and close deals.
- Advance projects that have a high likelihood of being supported through AIOC's loan guarantee.

Please complete as much of this form as possible by filling in the appropriate fields below and attaching relevant supporting documentation. For a list of recommended supporting documentation, refer to the checklist in Section E. To limit duplication, applicants are encouraged to reference documents included as appendices, rather than restating or recreating information in the body of the form.

For inquiries or assistance, please contact: <a href="mailto:applications@theaioc.com">applications@theaioc.com</a>

1 AIOC eligibility guidelines

### Section A – Applicant Request

Information in this section pertains to the applicant, which is the entity or the Indigenous nations and group(s) seeking a capacity grant and potential loan guarantee. The applicant can have various legal forms including, corporation, limited partnership, community, or organization.

Requested Capacity Grant: \$	Project Name:				
Will the applicant be applying for a Loan Guarantee t	hrough AIOC?	□ Yes	□ No		
If so, what is the proposed Loan Guarantee amount:					

For Consortiums of Indigenous nations and groups: Please include Applicant's Shareholder(s), Partner(s), or Limited Partner(s)

Community/Org. Name	Contact Name	Email	% Ownership

# **Section B – Applicant Information**

Information in this section pertains to the Indigenous group(s) seeking a capacity grant.

1. Applicant Information				
Legal Name (corporation, limited part	tnership, community, or organ	nization):		
Mailing Address:				
City/Town:	Province	e:	Postal Code:	
Corporation Number (if applicable):				
Please indicate the following:				
□ Alberta incorporation	□ First Nation			
☐ Extra-provincial incorporation	□ Métis Settlement			
□ Federal incorporation	Other:			
2. Applicant Primary Conta	act			
First Name:		Last Name:		
Title:				
Phone Number:		Cell Number:		
Email:				
Organization:				

# **Section C – Project Information**

Information in this section pertains to the applicant, which is the entity or the Indigenous group(s) seeking a capacity grant and potential loan guarantee.

1. Project Name (exact legal name, where applicable):				
2. Sector:	3. Project Location:			
4. Project Overvi	<b>ew</b> (brief description of the project):			
5. Is the Project i	n Alberta?   Yes   No			
6. Project Phase:	□ Planning □ Design □ Construction □ Constructed and Operating			
If not operating, please	e provide approximate timelines for next phases:			
7. Project Sector:	□ Natural Resources □ Healthcare □ Tourism □ Technology			
ojout uudtui.	☐ Telecommunications ☐ Agriculture ☐ Transportation ☐ Other:			

## **Section D – Third-Party Service Provider Information & Budget**

Information in this section pertains to the Indigenous group(s) seeking a capacity grant. Please attach scope documents, engagement letters or proposals.

1. Justification of Required Services and Scop	1.	<b>Justification</b>	of Rec	quired	<b>Services</b>	and S	cop	е
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Describe services requested from third party advisors and why they are required as well as experience of the advisors. Example of services can include (e.g., legal, accounting, engineering, financial) to properly assess and execute deals.

#### 2. Overview of Budget: Sources, Description and Timelines

Name of Third Party Service Provider	Expense Description	Amount (\$)	Expenditure Timeframe
	Total:		

#### 3. Third-Party Service Provider Key Contacts Information

Name	Title	Organization	Phone Number	Email

#### 4. Third-Party Expenses: Financing Sources

(Indicate proposed cost-sharing breakdown of third-party expenses, including total expenses.)

Source of Financing	Amount (\$)
Applicant (Indigenous group(s))	
AIOC Capacity Grant (This amount should equal the requested amount provided in Section A.)	
Other	
Total:	

### Section E - Supporting Documentation Checklist

Applicants are encouraged to include relevant supporting documentation that will assist AIOC to conduct a thorough review of the Capacity Grant Application. Additional documentation may be requested.

Applicants are encouraged to include the following documents as part of the Capacity Grant Application:

Third-Party Service Provider Proposal	Relevant community authorizations (Signing Authorization,
(including rates and copies of proposed service contracts)*	Band Council Resolution, Council Resolution, Board Resolution, etc.

### **Section F – Consent and Acknowledgment**

#### **Consent to Use and Disclosure of Information**

Any personal information the Applicant provides on and with this Application or that the Alberta Indigenous Opportunities Corporation (AIOC) otherwise obtains in connection with this Application is collected by AIOC under the authority of the Access to Information Act (ATIA). Note: This act allows a public body to collect personal information that relates directly to and is necessary for an operating program or activity of the public body.

AIOC will use the information for the purposes of evaluating the Application, obtaining all necessary approvals in connection with providing a loan guarantee and/or capacity grant, administering the AIOC Loan Guarantee Program and AIOC Capacity Grant Program, satisfying governmental accountability and reporting obligations, and for any other related purposes.

By submitting this Application, the Applicant authorizes AIOC to share any information related to this Application with (1) AIOC's employees, agents and advisors, and (2) Her Majesty the Queen in right of Alberta (Province), including all of the Province's government ministries, departments, and agencies, for the purposes described in the previous paragraph.

The Applicant also authorizes AIOC to contact any of the entities listed below for any of the purposes described above, and this includes the Applicant authorizing AIOC to collect any required information from these entities, and share information in the Application with those entities:

- The Applicant's financial institution(s), accountant(s), lawyer(s), insurance agent(s), advisors, consultants, and service providers, as set out in the Application or otherwise identified by the Applicant;
- · The Applicant's shareholder(s), partner(s), or limited partner(s), as set out in the Application or otherwise identified by the Applicant;
- · The Applicant's lender(s) and the sources of the Applicant's project debt or project equity, as set out in the Application or otherwise identified by the Applicant;
- · Municipalities; and
- · Government of Canada ministries, departments, and agencies.

The Applicant further authorizes AIOC and the Province to make public announcements regarding the project identified in the Application, including its location, capacity, and the name(s) of the project partner(s), as well as the value of the loan guarantee and/or capacity grant.

AIOC and the Province will not be liable for any losses or damages arising from or related to the use or sharing of the information related to the Application for the purposes stated above.

<sup>\*</sup> Drafts of these documents may be provided to initiate capacity grant program reviews; however, executed versions will be a requirement for financial close.

AIOC is subject to ATIA and ATIA therefore applies to any information that the Applicant provides to AIOC. Except as set out in this Application, AIOC will use commercially reasonable efforts to maintain the confidentiality of information that the Applicant supplies in confidence. However, the Applicant acknowledges and agrees that AIOC may be required by law or by order of a court or tribunal, or may choose in the interest of public accountability, to disclose or release information provided by the Applicant, in whole or in part.

#### **Acknowledgment**

Each individual signing this Application confirms that that individual: (1) is authorized to act on the Applicant's behalf and to sign this Application on the Applicant's behalf and to bind the Applicant to the terms and conditions set out in this Application; (2) has reviewed and understood the guidelines of submission for this program; and (3) attests that all the information provided in and with this Application is complete, accurate and true to the best of that individual's knowledge and belief.

By submitting this Application, the Applicant acknowledges and agrees as follows:

- The awarding of a loan guarantee and/or capacity grant is discretionary. AIOC and the Province reserve the right, in their sole discretion, to reject any application in whole or part, under any circumstances, and reserve the right to discuss different or additional proposals to those included in the Application. The Province reserves the right to make changes to the loan guarantee program and/or capacity grant program for any reason, to cancel all or any part of that program at any time and for any reason or to suspend that program in whole or in part for any reason for such period of time as the Province determines in its sole discretion, in each case without any obligation or any reimbursement to the Applicant.
- · AIOC and the Province will not be obligated in any manner whatsoever, or have any liability, to the Applicant unless and until a loan guarantee is executed with the Applicant, and only in accordance with the terms of that loan guarantee.

Under no circumstances will the Applicant be entitled to recover any damages associated with the Application or the program as against either or both of the Province and AIOC, whether that damages claim arises in contract, warranty, equity, negligence, intended conduct, detrimental reliance or otherwise, including any action or claim arising from AIOC's or the Province's acts or omissions, negligent or otherwise. A decision by the Province or AIOC to accept, decline or reject any application or to guarantee another applicant's loan will be final and binding and not subject to appeal or judicial review.

Legal Name of	of Applicant
Name	Title
Signature	Date