

# OMDC Export Fund Guidelines

## For the Film and Television Industry

**Program Deadline for 2018/19: April 26, 2018 (by 5:00 pm EST)**

### Information Sessions:

**In Person: April 9, 2018 – 10:00am to 11:00am EST**

**Webinar: April 6, 2018 – 10:00am to 11:00am EST**

### Table of Contents:

1. Introduction /1
  2. Eligible Applicants /2
  3. Eligible Activities /3
  4. Available Funding, Budget Requirements, and Eligible Expenditures /3
  5. Application Process /5
  6. Decision Criteria and Evaluation /6
  7. Successful Applicants /7
  8. OMDC Agreement and Participant Obligations /7
  9. More Information /8
- Appendix 1: OMDC Film & Television Export Fund Budget Template /9**  
**Appendix 2: OMDC Film & Television Export Fund Change of Activity (COA) Form /11**  
**Appendix 3: OMDC Film & Television Export Fund Contract Template /12**

**NOTE: Please see Section 8 for important information on insurance and contract requirements for successful applicants.**

OMDC values and supports diversity and gender parity within creative industries. The evaluation criteria for this program includes a bonus score for projects that support and reflect diversity and gender parity in Ontario, and/or applications from Francophone, Indigenous, culturally and otherwise diverse applicants/organizations).

### 1. Introduction

The OMDC Export Fund will provide eligible Ontario companies with funding to participate in export development activities that correspond to a strategy for company growth. These activities must produce measurable business development results (sales, pre-sales, financing, licensing and/or publishing deals, etc.) for the participating company. The proposed export development plan must support the company's content creation and exploitation activities in relation to a slate or catalogue of titles. Primary activities supported are market event attendance and targeted sales trips that support the strategy.

The OMDC Export Fund will cover up to 50% of a participating company's eligible expenses to engage in export development activities between August 1, 2018 and August 31, 2019 as part of a comprehensive export development plan.

This program welcomes cross sector opportunities and will support export development plans that include non-traditional markets outside of the applicant

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South Tower, Suite 501  
Toronto, Ontario M4W 3R8  
T: 416-314-6858  
F: 416-314-6876  
programs@omdc.on.ca  
www.omdc.on.ca

company's industry. For example: a music label attending an event for the video game industry in order to pursue licensing opportunities; a book publisher attending an event for the film industry in order to pursue rights sales.

The Ontario Media Development Corporation is committed to fostering respectful workplaces in all sectors and companies we support. A respectful workplace is one that values diversity and inclusion, dignity, courteous conduct, fairness, positive communication and professional working relationships. A respectful workplace is free from harassment and discrimination including sexual harassment.

OMDC expects that all funding recipients maintain the principles of a respectful workplace including taking every reasonable step to:

- Cultivate and sustain a respectful, positive, inclusive and supportive work culture
- Provide a safe mechanism for staff to report incidents or allegations of inappropriate behavior
- Take action to prevent, identify and eliminate workplace harassment and discrimination in a timely manner

An eligibility requirement for this program includes the applicant organization confirming that they have in place both guiding principles and a process for maintaining a respectful workplace. Please download the Applicant Affidavit from the OMDC website or from the application form in the OAP, sign, and include with your application as instructed.

## **2. Eligible Applicants**

**Please note: Applicant companies must identify themselves as either a Film or Television company. Identification is based on the stream of production that accounts for the majority of the company's revenue, as well as the primary focus of the projects in a company's slate.**

Eligibility rules for applicants are as follows:

Companies must:

- be Ontario-based and Canadian-controlled;
- be incorporated;
- be a private sector, for profit company;
- be primarily a film or television production company pursuing project pre-sales or co-financing opportunities for a slate of projects or concepts that are currently in development or ready for production. Applicant companies may also attend markets to seek distribution for their productions. Distribution companies seeking distribution for their clients' productions at Export Markets or via international sales trips are ineligible.
- have been in operation in Ontario for at least one year; and
- have an export development plan for a slate of products or projects with defined, achievable and measurable business development goals.

OMDC will only accept one application per company or associated company per fiscal year. Up to three company representatives per activity will be considered. At least one of the participating representatives at each activity must be a decision

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South Tower, Suite 501  
Toronto, Ontario M4W 3R8  
T: 416-314-6858  
F: 416-314-6876  
programs@omdc.on.ca  
www.omdc.on.ca

maker at the executive level within the applicant company. Companies are advised to choose the individual(s) best suited to take advantage of this opportunity.

#### *Company Representatives*

- be Ontario residents;
- be Canadian citizens or landed immigrants/permanent residents;
- be in a key decision-making role within the applicant company;
- be working full time with the applicant company (sales agents, external consultants, etc. are ineligible);
- Applicants must meet the requisite experience level for the initiative, with basic comprehension of market and key industry players; and
- Previous credits and/or current projects in development must demonstrate that they are able to benefit from the program and that the company is export-ready with their slate of projects.

### **3. Eligible Activities**

Eligible export development activities include attendance at key industry markets and events, planned sales trips to key territories to meet with identified leads and participation in trade missions organized by industry associations and government agencies. Proposed activities must take place outside of Canada.

While companies are strongly encouraged to submit carefully considered, realistic and well researched export development plans for the period covered by the OMDC Export Fund, OMDC is open to adjustments to a participating company's activities as required due to external pressures and unforeseen circumstances. All changes must be reasonable and will require notification and pre-approval by OMDC prior to the change. Any changes, including attending additional activities, that are not approved by OMDC in advance of traveling dates may not be accepted and may result in a reduction of the amount of support provided to the participating company.

Successful Export Fund recipients will be permitted up to two activity changes with prior OMDC approval over the course of the cycle for which the Export Fund applies. Prior to undertaking a new activity (not listed as an activity under the original Export Fund application), Export Fund recipients must notify OMDC of the activity change through the OAP by uploading a **Change of Activity** Form available on the OMDC website (seen in **Appendix 2**) along with a revised budget for the year that includes the costs associated with the new activity(s).

OMDC reserves the right to only relate to a portion of the export development plan submitted by the applicant company.

### **4. Available Funding, Budget Requirements, and Eligible Expenditures**

#### **Available Funding**

Participating companies are eligible to receive 50% of total eligible costs for all eligible activities, to a maximum of \$15,000.

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South Tower, Suite 501  
Toronto, Ontario M4W 3R8  
T: 416-314-6858  
F: 416-314-6876  
programs@omdc.on.ca  
www.omdc.on.ca

Applicants are welcome to include appropriate film or television markets as well as other events in their export development plan, provided the purpose for attending these events is to pursue business development opportunities. Travel for professional development, training, production, or public relations/marketing such as a screening or receiving an award will not be supported through this program.

The number of eligible program activities will be capped at five. In the event an Applicant submits an application to the Export Fund with more than five activities, only the first five will be considered for funding purposes.

### **Budget Requirements and Eligible Expenditures**

Companies must complete the budget template (as seen in **Appendix 1**) summarizing all eligible expenses including:

- *Market Costs* - Including registration and booth/exhibitor expenses.
- *Travel Costs* - Including flight and local transportation. Air travel should be budgeted at economy rates and should reflect the costs of booking at least 30 days in advance of travel.
- *Accommodation Costs* - Hotel expenses should be at moderate per night rates and should reflect the average for the travel destination/activity. OMDC will relate to accommodation expenses for a maximum of three days on either side of an event provided the purpose for extending the stay is to pursue business development activities. Approval at the application stage is required.
  - Travel and Accommodation Costs must be at reasonable rates. OMDC will determine reasonableness by reviewing available travel information and comparing the applicant's budgeted costs for airfare and accommodation expenses in relation to the average cost submitted by other Export Fund applicants attending the same market/activity. If actual travel expenses submitted in the application and/or final cost report are higher than an economy rate (due to last minute booking or representative's choice to fly other than economy class) the Export Fund will only support up to 50% of what an economy fare booked 30 days in advance would cost to fly to that destination. The same practice will apply to accommodation expenses. OMDC will only support up to 50% of reasonable rates and reserves the right to adjust its support for any out-of-scale budgeted expenses submitted in the application budget and/or the final cost report regardless of applicant's actual expenses.
- *Per Diems* - Capped at \$100/day (CDN), Including daily meals and incidentals. OMDC will relate to per diem expenses for a maximum of three days on either side of an event provided the purpose for extending the stay is to pursue business development activities. Approval at the application stage is required.
- *Marketing Materials* - Including design, production and shipping material specifically created for the proposed activities. Acceptable marketing materials include activity-specific printed catalogs, event program advertisements, post cards, flyers/one sheets, product samples and demos.

For budgeting purposes OMDC will cover arrival the day prior to and departure the day after an event. Any additional time at an event must be addressed in the

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South Tower, Suite 501  
Toronto, Ontario M4W 3R8  
T: 416-314-6858  
F: 416-314-6876  
programs@omdc.on.ca  
www.omdc.on.ca

application and a rationale provided. Expenses for extended stays over weekends will not be eligible.

### **Ineligible Costs**

While companies may be incurring additional expenses that do not correspond with the categories above, these costs should not be included in the budget. The amount of the OMDC contribution will be based only on the eligible expenses listed above. Expenses that are considered ineligible for the purpose of this program include:

- hospitality and entertainment costs;
- core business costs such as design and printing of business cards and standard catalogs;
- communications costs such as faxing, mobile phone rental and fees, long distance fees, etc.;
- costs associated with ineligible company representatives and additional representatives over and above the cap for this program;
- Individual travel insurance related to business travel; and
- Additional Support - Costs covered in full or in part by a third party such as a festival or market place (e.g. registration, accommodation, airfare) are not eligible for inclusion in the OMDC Export Fund budget. The balance of uncovered costs, if any, will be considered as an eligible Export Fund expenditure.

In addition, applicant companies that are receiving support for a specific activity through another OMDC program are not eligible to receive additional support through the OMDC Export Fund for the same activity.

Companies are advised that if they are participating in activities that are supported by federal government agencies, regional or municipal funding bodies or other third party organizations, expenses financed by those organizations may not be eligible for inclusion in the OMDC Export Fund budget. If you are unsure of how your participation in such activities affects your export budget, please contact the program consultant for clarification.

All eligible expenses included in the budget must be reasonable and appropriate in the opinion of OMDC. A final cost report is required on conclusion of the program and significant deviations from the approved budget may be disallowed. OMDC reserves the right to request changes to the budget submitted by the applicant company as part of their application to conform to the above guidelines.

### **5. Application Process**

Applicants must submit their applications electronically through the Online Application Portal (OAP) at <https://apply.omdc.on.ca/>.

Applicants that do not have a user account on OAP, should go to <https://apply.omdc.on.ca> and click on "Register". For assistance, please see OMDC's website for the "OAP Quick Start Guide". For technical assistance, please contact the OAP Help desk at [applyhelp@omdc.on.ca](mailto:applyhelp@omdc.on.ca). [A complete list of required application materials is outlined in the application process on the OAP.](#)

Applicants are strongly encouraged to begin the application process early to allow ample time to compile and complete the necessary information. There is flexibility for

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South Tower, Suite 501  
Toronto, Ontario M4W 3R8  
T: 416-314-6858  
F: 416-314-6876  
[programs@omdc.on.ca](mailto:programs@omdc.on.ca)  
[www.omdc.on.ca](http://www.omdc.on.ca)

completing the application form – you may begin at any time and save information as it is entered. Once saved, you can go back to edit and/or add information until the time when the application is actually submitted.

The OMDC Export Fund deadline is outlined in Section 9. One deadline for the Film & Television industry is currently planned for export development activities between August 1, 2018 and August 31, 2019.

## **6. Decision Criteria and Evaluation**

Applications will be assessed according to the following decision criteria:

- Company track record<sup>1</sup> including an assessment of global market readiness, prior results and previous performance in OMDC programs:
  - OMDC will be assessing the company in relation to their overall business objectives, their short-term and long-term goals and past performance at various markets and/or international events. Please demonstrate previous industry experience, participation in international markets, critical and commercial success and any other relevant achievements that may demonstrate your company's suitability for participation at international markets.
- Overall Export Development Plan:
  - A detailed outline of the company's proposed export development activities and how the overall plan relates to the company's short-term and long-term business objectives.
- A well-defined description of all projects in the company's slate including: project description, target markets and current status. OMDC will also consider supporting documentation such as: look books, one-sheets and other marketing materials which help define the project description.
- defined, achievable and measurable business development result projections (details below) and anticipated impact of export activities on company growth
- suitability of proposed activities; and
- suitability of projects and/or products for international markets.
- BONUS: extent to which project supports and reflects diversity in Ontario as described in the Government of Ontario definition of diversity<sup>2</sup> and/or gender parity; and/or applicant company is primarily Francophone, Indigenous, or culturally diverse

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South Tower, Suite 501  
Toronto, Ontario M4W 3R8  
T: 416-314-6858  
F: 416-314-6876  
programs@omdc.on.ca  
www.omdc.on.ca

## **Examples of Business Development Outcomes**

OMDC will give priority to quantitative business and market development result projections in selecting participants and measuring the success of this program. These metrics are used when selecting participants and in measuring the success of the program.

---

<sup>1</sup> Track record includes an assessment of a company's ability to accurately budget for similar activities. The OMDC contribution may be reduced accordingly.

<sup>2</sup> The dimensions of diversity include, but are not limited to: ancestry, culture, ethnicity, gender identity, gender expression, language, physical and intellectual ability, race, religion (creed), sex, sexual orientation and socio-economic status.

- Quantitative Metrics: May include dollar value of potential deals such as sales, licensing, publishing, financing, co-financing and partnership arrangements.
- Qualitative Metrics: May include descriptions of results such as the development of relationships and partnerships for future business, media coverage and publicity for project/company, etc.

Applications will be reviewed and evaluated by OMDC staff. This is a competitive process and only those applications that best meet the requirements of the program will be accepted. Failure to achieve targeted results in previously funded cycles may be taken into account in funding decisions. Previous successful applications to the Export program do not guarantee continued funding. Consistent underspends in previous cycles of the program may result in applicants receiving an amount lower than their request.

All OMDC decisions are final. OMDC reserves the right to alter program guidelines with general public notice to all potential applicants and to refuse any application for any reason. The number of awards and amount awarded is contingent on confirmation of OMDC's annual budget. The OMDC is not required to make any minimum number of awards. Subject to the Freedom of Information and Protection of Privacy Act, all information contained in the application will remain strictly confidential. All inquiries pertaining to OMDC Funds are to be directed to OMDC staff only.

## **7. Successful Applicants**

Participating companies are responsible for making all arrangements for travel, registration and accommodation as required by the export development plan outlined in their application package.

In appropriate situations OMDC may provide strategic support related to key industry events to supplement the funding provided through this program. Strategic support may take the form of access to an industry consultant to provide targeted advice to participating companies, pre-event briefing sessions, networking opportunities during an event, etc. The decision to provide strategic support will be made by OMDC and will be based on the number of Ontario companies attending a specific event, the assessed need for strategic support and the level of interest in these activities.

## **8. OMDC Agreement and Participant Obligations**

- Agreement – On acceptance into the program, the recipient company will be required to sign a standard Ontario government agreement covering the terms of their participation in the program including providing OMDC with permission to use the project and delivery materials for promotional purposes. A copy of this agreement is attached for review in **Appendix 3**. Recipients may not amend the agreement template.
- Participating companies are required to enter into an agreement with OMDC to access funding. The payment schedule will be determined by a company's schedule of export development activities. Payments will be tied to reporting requirements which include delivery of an interim report at approximately the halfway point and a final report on conclusion of the program.

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South Tower, Suite 501  
Toronto, Ontario M4W 3R8  
T: 416-314-6858  
F: 416-314-6876  
programs@omdc.on.ca  
www.omdc.on.ca

- A follow-up report may be required six months to one year after the conclusion of the program that summarizes results of your company's export development activities. This report is not tied to a payment, but failure to respond to requests for this report may have an impact on a company's eligibility to receive further support from OMDC programs.
- Interim, final and follow-up reports, must include an assessment of business development results to date and a comparison of actual results with those proposed in the participating company's application package. Further report criteria will be outlined in the OMDC agreement.
- Insurance - Recipient companies will be required to carry Commercial General Liability Insurance on an occurrence basis for Third Party Bodily Injury, Personal Injury and Property Damage, to an inclusive limit of not less than \$2,000,000 per occurrence, \$2,000,000 products and completed operations aggregate. OMDC and Her Majesty the Queen need to be named as additional insureds on all policies. Please budget accordingly. Additional information on insurance requirements is available on request.

OMDC reserves the right to request receipts and/or back-up documentation to demonstrate actual expenses incurred and paid by participating companies. Please maintain appropriate records.

#### **9. More Information**

The deadline for complete submissions is **Thursday April 26, 2018 5pm EST**, through the Online Application Portal. Applications and documentation received after this deadline will not be considered.

Decisions for the Export Fund will be made in July 2018.

For more information please contact:

- Karam Masri, Program Consultant, Industry Initiatives  
Phone: 416-642-6654, Email: [kmasri@omdc.on.ca](mailto:kmasri@omdc.on.ca)
- Program Coordinator, Industry Initiatives  
Phone: 416-642-6697, Email: [programs@omdc.on.ca](mailto:programs@omdc.on.ca)

---

#### **Ontario Media Development Corporation**

An agency of the Ontario Ministry of Tourism, Culture and Sport, OMDC facilitates economic development opportunities for Ontario's cultural media industries including book and magazine publishing, film and television, music and interactive digital media industries.

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South  
Tower, Suite 501  
Toronto, Ontario M4W 3R8  
T: 416-314-6858  
F: 416-314-6876  
[programs@omdc.on.ca](mailto:programs@omdc.on.ca)  
[www.omdc.on.ca](http://www.omdc.on.ca)

## Appendix 1: OMDC Film & Television Export Fund Budget Template (1/2)

OMDC Export Fund - Budget Template - Summary Page						
Date:						
Applicant Company:						
File Number:						(FOR OMDC USE ONLY)
Please complete this budget template and include it with your application form. Totals for each activity from the Budget Template - Individual Activity Page (included as separate worksheet in this Excel document) should be listed below.						
Cells highlighted in green contain formulas. The content in these cells will be auto-generated.						
	activity name	activity dates	travel dates	participating company representatives and titles	total	anticipated third party financing for each activity - amount, source and status (projected or confirmed)
Activity #1						
Activity #2						
Activity #3						
Activity #4						
Activity #5						
<b>Total Eligible Expenses for All Activities</b>						
<b>Total Export Fund Request (capped at 50% of eligible expenses and per company maximums as outlined in the Export Fund guidelines)</b>						
<b>Approved Amount (FOR OMDC USE ONLY - DO NOT ENTER ANY INFORMATION IN THIS CELL. THIS CELL SHOULD REMAIN BLANK.)</b>						
<b>Eligible expenses include:</b>						
Market Costs - Including registration and booth/exhibitor expenses.						
Travel Costs - Including flight and local transportation. Air travel should be budgeted at economy rates and should reflect the costs of booking at least 30 days in advance of travel.						
Accommodation Costs - Hotel expenses should be at moderate per night rates and should reflect the average for the travel destination/activity. OMDC will relate to accommodation expenses for a maximum of three days on either side of an event provided the purpose for extending the stay is to pursue business development activities. Approval at the application stage is required.						
Per Diems - Capped at C\$100/day. Including daily meals and incidentals. OMDC will relate to per diem expenses for a maximum of three days on either side of an event provided the purpose for extending the stay is to pursue business development activities. Approval at the application stage is required.						
Marketing Materials - Including design, production and shipping material specifically created for the proposed activities. Acceptable marketing materials include printed catalogs, event program advertisements, post cards, flyer/stone sheets, product samples and demos.						
<b>Ineligible expenses include:</b>						
Hospitality and entertainment costs, core business costs such as design and printing of business cards and seasonal catalogs, communications costs such as faxing, mobile phone rental and fees, long distance fees, etc. costs associated with ineligible company representatives and additional representatives over and above the cap for this program.						

Page 1

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South Tower, Suite 501  
 Toronto, Ontario M4W 3R8  
 T: 416-314-6858  
 F: 416-314-6876  
 programs@omdc.on.ca  
 www.omdc.on.ca

## OMDC Film & Television Export Fund Budget Template (2/2)

OMDC Export Fund - Budget Template - Individual Activity Page - Activity #1				
<b>Date:</b>				
<b>Applicant Company:</b>				
<b>File Number:</b>		<b>FOR OMDC USE ONLY</b>		
Please include one page for each activity and ensure that relevant totals are listed on the Budget Template - Summary Page (included as a separate sheet in this Excel document). Add rows for additional items but note any costs that do not correspond with the list of eligible expenses outlined in the OMDC Export Fund guidelines will be rejected. Notes should be provided where possible to provide context to your budgeting. Round all amounts to the nearest dollar.				
<b>Cells highlighted in green contain formulas. The content in these cells will be auto-generated.</b>				
<b>NAME OF ACTIVITY #1:</b>				
<b>ACTIVITY DATES:</b>				
<b>TRAVEL DATES:</b>				
<b>PARTICIPATING COMPANY REPRESENTATIVES AND TITLES:</b>				
<b>Market Costs</b>				
			<b>total</b>	<b>notes</b>
Registration Fee - Company Representative #1				
Registration Fee - Company Representative #2				
Registration Fee - Company Representative #3				
Exhibit Booth/Pavilion				
<b>Travel Costs</b>				
			<b>total</b>	<b>notes</b>
Flight - Company Representative #1				
Flight - Company Representative #2				
Flight - Company Representative #3				
Local Transportation - Toronto				
Local Transportation - Activity Location				
<b>Accommodation Costs</b>				
	<b>rate</b>	<b># of nights</b>	<b>total</b>	<b>notes</b>
Hotel - Company Representative #1				
Hotel - Company Representative #2				
Hotel - Company Representative #3				
<b>Per Diem Costs</b>				
	<b>rate</b>	<b># of days</b>	<b>total</b>	<b>notes</b>
Per Diem Costs - Company Representative #1	\$100.00			
Per Diem Costs - Company Representative #2	\$100.00			
Per Diem Costs - Company Representative #3	\$100.00			
<b>Marketing Costs</b>				
			<b>total</b>	<b>description and quantity of marketing materials</b>
Production/Design				
Shipping				
<b>Activity #1 Total</b>				

To receive further information on OMDC programs please contact the Coordinator, Industry Initiatives:

175 Bloor Street East, South Tower, Suite 501  
 Toronto, Ontario M4W 3R8  
 T: 416-314-6858  
 F: 416-314-6876  
 programs@omdc.on.ca  
 www.omdc.on.ca

**Download:** [OMDC Export Fund – Film and Television Budget Template](#)



## Appendix 3: OMDC Film & Television Export Fund Contract Template

To receive further information on  
OMDC programs please contact  
the Coordinator, Industry  
Initiatives:

175 Bloor Street East, South  
Tower, Suite 501  
Toronto, Ontario M4W 3R8  
T: 416-314-6858  
F: 416-314-6876  
programs@omdc.on.ca  
www.omdc.on.ca

**THE AGREEMENT** is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Tourism, Culture and Sport  
(the “Province”)**

**- and -**

**[enter the full legal name of the Recipient]  
(the “Recipient”)**

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**1.0 ENTIRE AGREEMENT**

1.1 This Agreement, including:

- Schedule ~~%A~~+ - General Terms and Conditions
  - Schedule ~~%B~~+ - Project Specific Information and Additional Provisions
  - Schedule ~~%C~~+ - Project Description and Projected Results
  - Schedule ~~%D~~+ - Budget
  - Schedule ~~%E~~+ - Payment Plan
  - Schedule ~~%F~~+ - Reports, and
- any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## 2.0 COUNTERPARTS

2.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## 3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Tourism, Culture and Sport**

\_\_\_\_\_  
Date

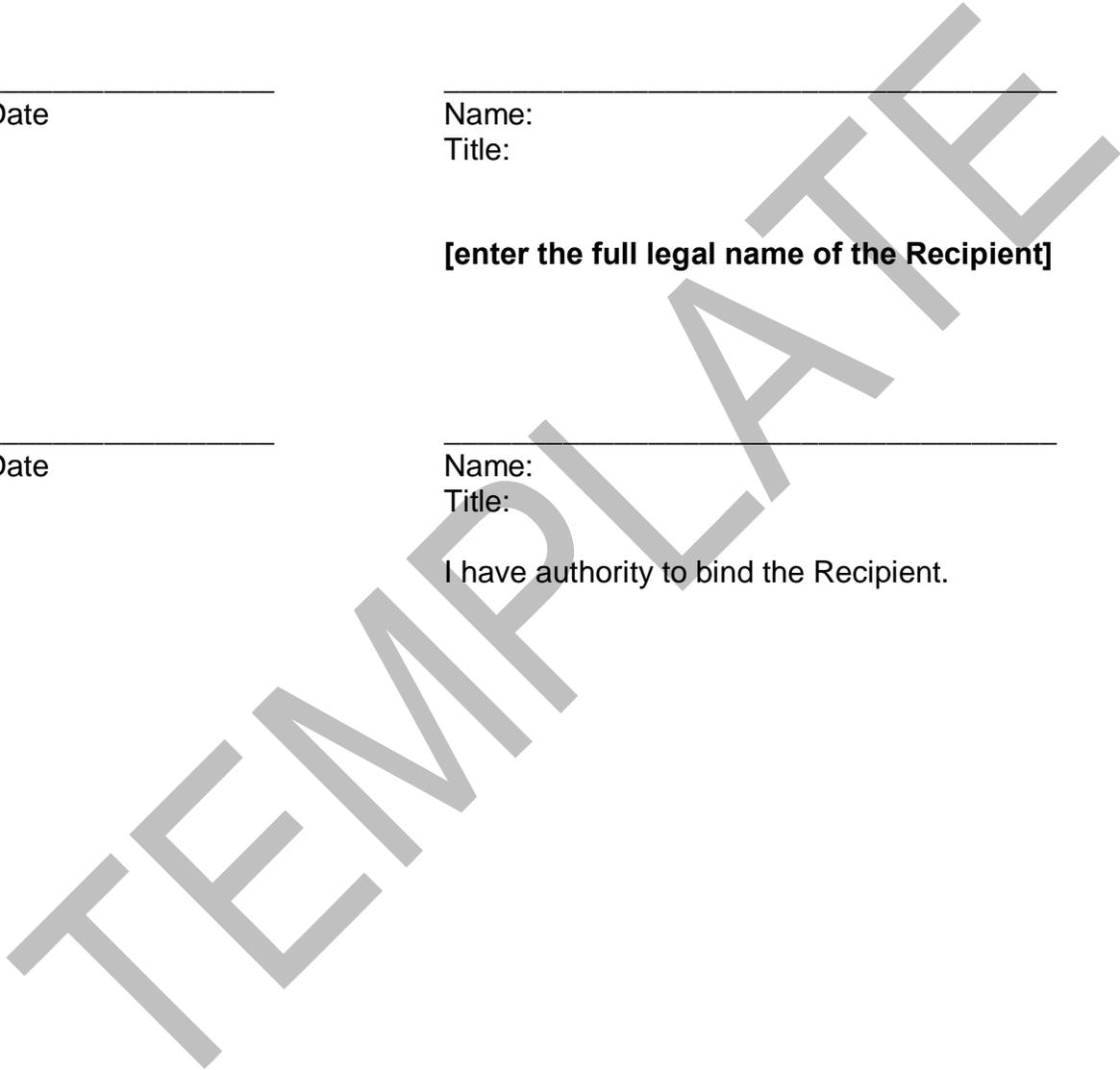
\_\_\_\_\_  
Name:  
Title:

**[enter the full legal name of the Recipient]**

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.



## SCHEDULE "A" GENERAL TERMS AND CONDITIONS

---

### A1.0 INTERPRETATION AND DEFINITIONS

#### A1.1 Interpretation. For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) ~~include, includes and including~~ denote that the subsequent list is not exhaustive.

#### A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

**"Additional Provisions"** means the terms and conditions referred to in section A9.1 and as specified in Schedule ~~B~~.

**"Agreement"** means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

**"Budget"** means the budget attached to the Agreement as Schedule ~~D~~.

**"Business Day"** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**"Effective Date"** means the date set out at the top of the Agreement.

**"Event of Default"** has the meaning ascribed to it in section A14.1.

**"Expiry Date"** means the date on which the Agreement will expire and is the date provided for in Schedule ~~B~~.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule %B+.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule %C+.

**“Reports”** means the reports described in Schedule %D+.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (e) it is not aware of any actions, suits, proceedings or investigations that relate to the Project that may be pending or threatened against the Recipient or any person associated with the Project.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0, Article A13.0, or Article A14.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule 5; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

- (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section A13.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

**A4.6 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**A4.7 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule %B+ at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A18.1, all Reports in accordance with the timelines and content requirements provided for in Schedule %B+, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A18.1, any other reports as may be requested by the Province in accordance with

the timelines and content requirements specified by the Province;

- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 FURTHER CONDITIONS**

**A9.1 Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule ~~A~~, the Additional Provisions will prevail.

## **A10.0 INDEMNITY**

**A10.1 Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A10.2 Recipient's Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**A10.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**A10.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the

Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**A10.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

## **A11.0 INSURANCE**

**A11.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule 5 per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A11.2 Proof of Insurance. The Recipient will:**

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A12.0 TERMINATION ON NOTICE**

**A12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days Notice to the Recipient.

**A12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
  - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

#### **A13.0 TERMINATION WHERE NO APPROPRIATION**

**A13.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A13.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A13.2(b).

**A13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A14.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

**A14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient

used, but did not use in accordance with the Agreement;

- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A14.3 Opportunity to Remedy.** If, in accordance with section A14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A14.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A14.5 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

## **A15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A14.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

**A16.0 FUNDS UPON EXPIRY**

**A16.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

**A17.0 REPAYMENT**

**A17.1 Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A17.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

**A17.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A17.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the Ontario Minister of Finance and delivered to the Province as provided for in Schedule B.

**A17.5 Fails to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A18.0 NOTICE**

**A18.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule B, or as either Party later designates to the other by Notice.

**A18.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A18.3 Postal Disruption.** Despite section A18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or fax.

## **A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A19.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A20.0 SEVERABILITY OF PROVISIONS**

**A20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

**A21.0 WAIVER**

**A21.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

**A22.0 INDEPENDENT PARTIES**

**A22.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A23.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

**A24.0 GOVERNING LAW**

**A24.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**A25.0 FURTHER ASSURANCES**

**A25.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**A26.0 JOINT AND SEVERAL LIABILITY**

**A26.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

**A27.0 RIGHTS AND REMEDIES CUMULATIVE**

**A27.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A28.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a ~~Failure~~);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**A29.0 SURVIVAL**

**A29.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article A20.0, section A23.2, Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

---

<b>Maximum Funds</b>	\$
<b>Expiry Date</b>	
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Name:</b> <b>Address:</b> <b>Attention:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Name:</b> <b>Address:</b> <b>Attention:</b> <b>Fax:</b> <b>Email:</b>

**Additional Provisions:**

1. The following definition is hereby added to Section A1.2 of Schedule %A+ to this Agreement:

**“Online Application Portal (OAP)”** means the database through which an application under this Agreement must be submitted.

2. Subsection A4.1(c) of Schedule %A+ to this Agreement is hereby deleted and replaced with the following:

(c) provide the Funds to the Recipient by cheque and the Recipient will

deposit the Funds into an account designated by the Recipient provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

3. Article A8 of Schedule ~~A~~ to this Agreement is hereby deleted and replaced with the following:

#### **A8.0 CREDIT, PUBLICITY AND DISCLOSURE**

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

A8.2 Prominent Credit. As appropriate, the Province shall receive a prominent credit on Project materials and in paid advertising, press releases, publicity and promotional material for the Project as follows or in a substantially similar form: ~~M~~ Made possible with the support of the Ontario Media Development Corporation [LOGO] (or the French version thereof). In all material respects (including size of type and placement), such credit is not to be less prominent than credit accorded to any and all other financial participant(s) in the Project, where applicable, taking into consideration the respective size of the contribution.

A8.3 Final Approval. The Province shall have the final approval right over the credit proposed for the Province by the Recipient in accordance with section A8.2, including the right to elect that no such credit is to be provided after the date of such election. The Recipient shall provide the Province with draft materials incorporating the credit that the Recipient proposes 14 Business Days in advance of the date when final approval is required from the Province.

A8.4 Public. The Recipient agrees that the Province may make public the name and business address of the Recipient, the amount of Funds, and the purpose for which such Funds are being provided to the Recipient under the Agreement.

A8.5 Promotion. The Province reserves the right to use the Recipient's name, Project title and key art or images to promote the Province's involvement in the

Project. While this right is to be exercised at the discretion of the Province, due consideration is to be given to the appropriate timing of such promotion as it relates to the Project.

4. The reference to the %Ontario Minister of Finance+in Section A17.4 of Schedule %A+to this Agreement is deleted and replaced with the %Ontario Media Development Corporation+.
5. The references to Her Majesty the Queen in right of Ontario in Section A17.5 of Schedule %A+to this Agreement are deleted and replaced with the Province.
6. Section A18.1 of Schedule %A+to this Agreement is hereby deleted and replaced with the following:

A18.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by electronic means on the Online Application Portal (OAP), email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule %B+, or as either Party later designates to the other by Notice.

7. Article A30.0 is hereby added to Schedule %A+of the Agreement as follows:

#### A30.0 BUDGET REALLOCATION

A30.1 **Where No Formal Amendment Required.** Notwithstanding section 3.1 of the Agreement, the reallocation of Funds between line items within the Budget will not constitute a change to the Budget requiring a written amendment to the Agreement duly executed by the Parties, unless the reallocation of such Funds on one or more occasions represents a cumulative amount of reallocated Funds equalling over 10% of the total Funds within the Budget.

**SCHEDULE "C"**  
**PROJECT DESCRIPTION AND PROJECTED RESULTS**

---

To be completed at time of contracting.

TEMPLATE

**SCHEDULE "D"**  
**BUDGET**

---

To be completed at time of contracting.

TEMPLATE

**SCHEDULE "E"  
PAYMENT PLAN**

---

To be completed at time of contracting.

TEMPLATE

## SCHEDULE "F" REPORTS

---

The Recipient will deliver an interim progress report via a completed report template that is located on the Recipient's dashboard in the Online Application Portal (OAP), including the following information:

1. A detailed outline of the initiative(s) actions taken to date, including any measurable success, both financially and otherwise.
2. An updated/revised action plan and timeline if/as required.
3. Number of employee hours required to date for this Project; indicate whether staff and/or freelance hours.
4. Details of how the Province's support has been acknowledged including copies of materials, promotional items, ads, flyers, press reviews etc. relating to the Project.

The Recipient will deliver a final report via a completed report template that is located on the Recipient's dashboard in the Online Application Portal including the following information:

1. A comparison of execution with the original action plan. Was the Project effective in meeting its objectives and targets?
2. A detailed cost report based on the Budget that accounts for expenditures, including in-kind goods and services. Explain significant variances in each budget category.
3. Actual total results to date, including the measurable results in dollar terms, and other non-financial results.
4. Please rate on a scale of 1 (lowest) to 5 (highest) if your objectives were achieved. Provide a description of why you do or do not believe the objectives were achieved.
5. A description of other measures applied by the organization to evaluate the success of the Project. What other quantitative results were achieved?
6. The total number of employee hours required for the Project; indicate whether staff and/or freelance hours.
7. The Recipient's strategy for self-evaluations and plans for any continuing or future execution of the Project as may be appropriate and how the initiative(s) undertaken have helped support and/or inform the long-term viability, strategy and business growth of the Recipient.
8. Details of how the Province's support has been acknowledged including copies of additional materials, promotional items, ads, flyers, press reviews, etc. subsequent to ones provided in the interim report.
9. A one-page outline and assessment of the Recipient's experience with the Province's Export Fund.

**The due dates for the reports referred to above are set out in Schedule "E" to this Agreement, where applicable.**