

# Industry Development Program Guidelines

## Business Development and Capacity Building

### Deadlines:

**March 1, 2018 by 5:00pm**

- for activities commencing April 1, 2018 to August 31, 2018

**July 3, 2018 by 5:00pm**

- for activities commencing August 1, 2018 to December 31, 2018

**November 1, 2018 by 5:00pm**

- for activities commencing from December 1, 2018 to March 31, 2019

The OMDC Industry Development Program provides support to Ontario's established trade and event organizations to offer initiatives, events and activities that stimulate the growth of the cultural media industries.

**NEW: There are two program streams, Business Development and Capacity Building. Proposed activities must meet the eligibility criteria for one of these streams. The program has three deadlines throughout the year.**

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### 1. Introduction

The Industry Development Program will provide funding to eligible organizations that are engaging in strategic initiatives with long-term impacts on growth and sustainability in the book, magazine, film, television, and interactive digital media sectors.

Successful Industry Development Program applicants will receive funding for activities that expand skills, business capacity, market share, sales, and innovation. Activities must demonstrate the potential for measurable results for Ontario companies that create and sell content in the book, magazine, film, television, and interactive digital media sectors, and/or any combination of these sectors.

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

Funding is provided in the form of direct grants towards the costs of eligible activities. Contributions are non-refundable. Funding may not exceed 75% of the total approved budget.

Applicants must demonstrate clear, sustainable outcomes which align with the objectives of the applicable Industry Development Program stream.

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

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.

**Please see page 10 for important information on insurance and contract requirements for successful applicants.**

## 2. Eligible Applicants

- Applicants must be incorporated, not-for-profit Ontario or national organizations offering significant benefit to Ontario participants. At least 60% of a national organization's membership must be Ontario-based;
- Applicants must be recognized as a trade or event organization that serves the interests of one or more of the book, magazine, film, television or interactive digital media sectors. Music industry applications are directed to the Ontario Music Fund, Music Industry Development Program;

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- Applicants must be established organizations in operation for at least one full year;
- Applications from organizations that are not incorporated or operate on a for-profit basis but that offer significant benefit to Ontario participants may be considered by OMDC on a case-by-case basis. These applicants must contact OMDC prior to submitting an application.

### 3. Eligible Activities

#### Program Streams

There are two program streams. Proposed activities must be eligible for one of these streams.

1. **Business Development** – support to organizations for business to business (B2B) industry activities and business to consumer (B2C) audience development activities that offer opportunities for new business leads, sales and relationships:
  - Strategies and approaches to access new markets and overcome barriers. Possible activities could include but are not limited to: marketing through new channels, targeting niche markets, exploiting new geographic targets; structured group or one-on-one meetings between buyers and sellers; business and/or content incubators with market participation, forums that connect buyers or investors with Ontario companies;
  - Sales office and strategic export activities at global industry markets. These applicants must contact OMDC prior to submitting an application.
2. **Capacity Building** – support for strategic activities that address challenges and opportunities or environmental changes that contribute to either the capacity of the applicant organization or its stakeholder group:
  - Well-defined learning activities for industry professionals;
  - Industry events at conferences, markets, and festivals and activities that a trade organization has clearly identified as a key priority on behalf of its members and stakeholders;
  - Activities that provide strategic and organizational efficiencies of benefit to the applicant organization's members and stakeholders.

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It is anticipated that the Industry Development Program may support activities that cross over between the two streams. Please identify the primary focus of your activity to determine which stream is applicable. If you are unsure of the stream, please contact the appropriate consultant for your sector.

### Overall Eligibility Criteria

- Activities must be targeted at OMDC's identified clients in the book, magazine, film, television or interactive digital media sectors and/or any combination of these sectors;
- Activities must provide targeted business opportunities relevant to the commercial interests of Ontario companies and can include potential for commercial transactions to take place;
- Activities should take place in Ontario; however, activities may take place elsewhere provided that it can be demonstrated the activity will have significant benefit to Ontario companies;
- Applications must include expected targets and measures for determining the success of the activity, including commercial and business development results. Priority results include the number of Ontario participants; the number of new business leads and opportunities generated; and the value of actual and anticipated sales, pre-sales and licensing agreements generated by the activity;
- Applicants must demonstrate the feasibility of their financing plan.

Annual activities must reapply for subsequent funding. Previously supported activities are not guaranteed future funding.

OMDC encourages applicants who host event-based activities to choose accessible venues and offer accommodations for people with disabilities as required. More information on the Accessibility for Ontarians with Disabilities Act can be found here <https://www.ontario.ca/laws/statute/05a11>

### 4. Funding Levels and Budget Requirements

Contributions are non-refundable. Funding may not exceed 75% of the approved budget.

Contributions will generally range from \$5,000 to \$60,000. Requests for higher amounts must be discussed with the appropriate program consultant (see page 10)\_prior to application.

### Eligible Administrative Costs

- Capped at 25% of the budget, costs may include:
  - Office space/rent and corporate services directly related to the activity; including utilities, payroll service costs, couriers, photocopying, use of office equipment, rental of office space and other organization overhead costs. The definition of an administrative cost is, within reason, at the discretion of OMDC;
  - Labour that supports the administration of the activity (management oversight, accounting etc.).

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### Eligible Labour Costs

- Labour directly related to the execution of the activity (in-house and contract positions calculated at a fair market rate).

### Eligible Capital Costs

- Budget allocations towards capital expenditures such as equipment purchases are eligible if required for an activity (such as digital infrastructure and innovation), but may not exceed 15% of the total budget;
- Equipment and Materials: if purchased, amortization must be calculated using the straight-line method with a prescribed useful life of 24 months; if rented, actual rental cost;
- Software: 50% of the cost or the amortization expense using the straight-line method with a prescribed useful life of 12 months (whichever is less).

### Other Important Information

- All costs with the exception of labour and administration must be paid to unrelated parties;
- Confirmed funding from other sources should be supported by appropriate documentation (i.e. letter of commitment or contract from the funding source);
- Unconfirmed funding from other sources should be supported by appropriate documentation to substantiate the likelihood of receiving such funding.

### Ineligible Expenses

The following expenses are ineligible:

- Expenses incurred outside of the approved activity period;
- Expenses that were not in the original budget and which did not receive pre-approval by OMDC;
- Labour costs not directly related to the activity;
- Staff benefit costs;
- In-kind costs for staff exceeding 25% of the applicant's contribution;
- Occupancy costs, unless otherwise stated in program guidelines;
- Real estate costs and leasehold improvements;
- Capital costs related to permanent structures (e.g., materials, labour, land acquisition, purchase of equipment for project construction, any rehabilitation or retrofit of existing infrastructure assets);
- Cost of alcoholic beverages;
- Fees relating to the compilation (notice-to-reader), review, or audit of applicant financial statements;
- Cost of General Liability insurance (however, the cost of specific event insurance is eligible);
- Sales Taxes: Taxes that are recoverable by the recipient may not be claimed as an eligible cost on the Activity Budget. Examples of taxes that are recoverable include GST/HST, PST, VAT;
- Related party transactions which did not receive pre-approval by OMDC.

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### Budget and Financing Plan

Applicants are required to submit a budget and financing plan on the [template](#) provided. The funding from the Industry Development Program can represent up to a maximum of 75% of the total budget, with the remaining 25% of the budget from the applicant and/or other funding sources including other government sources, and/or third party participation (such as retail partners). Applicants bringing a higher percentage of non-government funding will be considered more favourably.

The financing plan must match the budget. Funding from other sources, including the applicant, must be identified in the financing plan and have supporting documents indicating financial commitment to the activity. If outside services are required for the activity, it is advisable to include quotes as backup.

Specifically, the financing component of the budget must indicate all sources and amounts from corporate investment (cash in the bank), financed investment (e.g., line of credit, investors), projected revenue derived from execution of the activity, confirmed funding from government or other private funding bodies, and anticipated funding from government or other funding bodies – including the request for Industry Development Program funding.

Financing from public/private funding agencies/bodies does not need to be confirmed at the time of application. However, unconfirmed funding from these sources should be supported with information, timelines and documentation to demonstrate the applicant's level of confidence in receiving such funding. For example, a company would include the last approval letter from the funding body, along with a projection of how much the company hopes to receive in the next round and an estimated date of notification from the funding body.

### **5. Application Process**

- Organizations planning to submit an application are required to contact the appropriate program consultant beforehand to discuss the eligibility of both the organization and the activity;
- There are 3 application deadlines annually for this program. Applications should be submitted by the deadline prior to the start date of the proposed activity;
- Single applications containing multiple activities can be made providing each activity commences within the appropriate timeframe for that deadline;
- An applicant organization may need to apply multiple times throughout the year depending on the commencement time of their activities.
- Applicants must submit their applications electronically through the OMDC 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](#)";

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- For technical assistance, please contact the OAP Helpdesk at [applyhelp@omdc.on.ca](mailto:applyhelp@omdc.on.ca);
- 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 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 up until the time when the application is actually submitted.

Late applications will not be considered for funding.

Prior discussion with OMDC regarding the eligibility of an activity does not guarantee funding.

#### Summary of Application Requirements

The activity plan submitted for review must contain, at minimum, the components below. A complete list of required information is outlined in the application form on the Online Application Portal (OAP).

- Profile of applicant organization including:
  - Overall mandate and strategy;
  - Overview of general business activities and short/long-term goals;
  - Profile of key personnel
- Detailed description of activity including:
  - Objectives
  - Targeted participants
  - Research to support the activity
  - Expected results
- If applying for more than one activity in a single application, please list activities in priority order
- Organizational SWOT analysis (Strengths, Weaknesses, Opportunities, and Threats: a structured planning method that evaluates these four elements of an organization, project or business venture) and a description of how the proposed activity addresses one or more aspects;
- Timeline showing significant tasks/milestones and resources;
- Budget Template (if applying for more than one activity, please group costs by activity together, and list activities in priority order);
- Financing Scenario demonstrating projected and secured financing;
- Articles of Incorporation for the applicant company (where applicable);
- Corporate Financial Statements for the two most recent fiscal years. Applicants with organizational operating costs of \$500,000 and over must provide audited financial statements. Applicants with organizational operating costs of less than \$500,000 must contact the appropriate OMDC consultant for your sector to identify the required financial statements to submit with the application;
- Confirmation details that support secured financing.

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## 6. Decision Criteria

The Industry Development Program is a competitive program that continues to experience a growing number of applications each year. Before submitting an application, applicants must ensure they meet all eligibility requirements and that the activity is suitable for Industry Development Program support.

Applicants should also ensure that their application material clearly conveys the strengths of their proposed activities with respect to the program guidelines and evaluation criteria. The number of applicants that will receive funding and the amount of funding awarded is dependent on the quantity and quality of the activities selected, and the individual needs of each applicant.

After applicant and activity eligibility have been confirmed, applications will be assessed according to the following criteria:

Criteria	Weighting
<p><b>Relevance</b>            Relevance of the activity to OMDC stakeholders and the extent to which it meets a demonstrated need and/or addresses an industry challenge.</p>	25
<p><b>Feasibility</b>            Documentation clearly describes the proposed activity, and demonstrates a feasible timeline, budget, and financing plan.</p>	25
<p><b>Expected Results</b>            Extent to which the activity will have a positive impact on the applicant's ability to serve its members and stakeholders and produce measurable results.</p> <p>Factors may include: number of Ontario participants; the impact on applicant's members and stakeholders; commercial impact (projected number of business meetings, sales results, and increase in audience awareness); demonstration of net benefit to the relevant industry in Ontario.</p>	30
<p><b>Track Record</b>            Track record of the applicant organization and experience delivering similar activities.</p>	20

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<p><b>Diversity (Bonus)</b>          Extent to which activity supports and reflects diversity in Ontario as described in the Government of Ontario definition of diversity and/or gender parity; and/or applicant company is primarily Francophone, Indigenous, or culturally diverse.</p> <p>The provincial definition states: 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.</p>	10
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OMDC may request changes to the budget or application prior to making a commitment.

Measurable Outcomes

Anticipated outcomes for Industry Development Program may include any of the following, depending on the type of activity undertaken. It is not expected that each applicant will address all of the outcomes. Applicants should provide a list of all anticipated outcomes they will report on in their interim and final reports, should their funding request be successful.

Outcome	Business Development	Capacity Building
Number of Ontario attendees/participants at events/activities	✓	✓
Number of international participants/delegates	✓	✓
Increased revenues from international sales	✓	
Increased revenues for participating companies	✓	
Number of business meetings	✓	✓
Number of business connections/leads by participants	✓	✓
Sales success of activities/companies participating in the activities	✓	
Activities that stimulate knowledge transfer and business opportunities	✓	✓
Professional development opportunities created for Ontario participants		✓
Sustainability of project outcomes	✓	✓
Return on OMDC investment (\$s)	✓	

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Return on OMDC investment (broader benefits to sector, increased profile, attendance at events, sector visibility, access to new markets)	✓	✓
Traditional media impact (metrics)	✓	✓
Online and social media impact	✓	✓
# of jobs created/or retained in the applicant organization		✓
# of jobs created/or retained by companies in the target sector/s	✓	

Note: this list is not exhaustive; if you are collecting measurements that are not listed in the applicable stream or have additional outcomes not shown above please indicate what they are and how they are relevant for your project.

## 7. Successful Applicants

### Funding

- Funds generally will be paid out 60% on execution of OMDC agreement and 40% at the completion of the activity and receipt of a final report;
- OMDC must be notified of any significant changes to the project as defined in the contract and if applicable, changes will require consent of OMDC.

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.

Contract Template: 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 1. Recipients may not amend the agreement template.

### Reporting Criteria

Organizations that receive support will be required to provide OMDC with a satisfactory report evaluating the completed initiative. Specific report requirements will be outlined in the OMDC agreement but generally are expected to include those mentioned in the Measurable Outcomes section of the reporting template and the following:

- Short term actual measurable results against projected original targets;
- Strategy for capturing longer term results where possible;

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- Sustainability of activity;
- Number and list of participants, with identification of Ontario participants;
- Assessment of effectiveness in meeting the activities objectives and those of the Industry Development Program;
- Summary of participants' exit questionnaires where applicable.

### For more Information

General program inquiries should be directed to the appropriate Coordinator, Industry Initiatives.

**For:** Film and Television

**Phone:** 416-642-6697

**Email:**

[programs@omdc.on.ca](mailto:programs@omdc.on.ca)

**For:** Books and  
Magazines

**Phone:** 416-642-6652

**Email:**

[programs2@omdc.on.ca](mailto:programs2@omdc.on.ca)

**For:** Interactive Digital  
Media

**Phone:** 416-642-6695

**Email:**

[idmfund@omdc.on.ca](mailto:idmfund@omdc.on.ca)

### To discuss an application

For specific information please contact the appropriate Industry Initiatives Consultant:

**Book Publishing:** Janet Hawkins [jhawkins@omdc.on.ca](mailto:jhawkins@omdc.on.ca)

**Film and Television:** Karam Masri [kmasri@omdc.on.ca](mailto:kmasri@omdc.on.ca) or Kelly Payne  
[kpayne@omdc.on.ca](mailto:kpayne@omdc.on.ca)

**Interactive Digital Media:** Kim Gibson Chris Dunn [cdunn@omdc.on.ca](mailto:cdunn@omdc.on.ca) or  
[kgibson@omdc.on.ca](mailto:kgibson@omdc.on.ca)

**Magazine Publishing:** Matt Hilliard-Forde [mhilliard-forde@omdc.on.ca](mailto:mhilliard-forde@omdc.on.ca)

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### Ontario Media Development Corporation

Ontario Media Development Corporation (OMDC) is an agency of the Ontario Ministry of Tourism, Culture and Sport that facilitates economic development opportunities for Ontario's cultural media industries including the book publishing, film and television, interactive digital media, magazine publishing, and music industries.

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## Appendix 1

### Contract Template

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**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 Timelines
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports
- Schedule “G” - Feedback Questionnaire Elements
- Schedule “H” - Projected Results
- Schedule “I” - Sponsor Services and Credit Recognition Requirements,

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.

TEMPPLATE

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

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### 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 “F”.

## **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 “E”; 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 “F”, 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 "B" 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.**

TEMPLATE

**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 -**

TEMPLATE

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

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<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: “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.

TEMPLATE

**SCHEDULE “C”  
PROJECT DESCRIPTION AND TIMELINES**

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To be completed at time of contracting.

TEMPLATE

**SCHEDULE “D”  
BUDGET**

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To be completed at time of contracting.

TEMPLATE

**SCHEDULE “E”  
PAYMENT PLAN**

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To be completed at time of contracting.

TEMPLATE

## **SCHEDULE “F” REPORTS**

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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. A cost report for costs incurred to date relative to the Budget.
4. Number of employee hours required to date for this Project; indicate whether staff and/or freelance hours.
5. 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 revenues and expenditures, including in-kind goods and services. Explain significant variances in each budget category. Cost reports from projects receiving \$100,000 or more from the Industry Development Program - <<Name of Sector>> will also require a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient.
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. An outline and assessment of the Recipient’s experience with the Province’s Industry Development Program.



The Province may require the Recipient to deliver a follow-up report. If so, a template will be provided by the Province which will include details on subsequent results, including any measurable results in dollar terms, and other non-financial results. This report will not be tied into a further financial payment to the Recipient. **The due dates for the reports referred to above are set out in Schedule “E” to this Agreement, where applicable.**

TEMPLATE

## **SCHEDULE “G” FEEDBACK QUESTIONNAIRE ELEMENTS**

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Please use this as a guideline of required information in designing your own event specific feedback questionnaire:

Session Title:  
Name:  
Company:  
Phone:  
Email:

- Participant’s current position
- Participant’s current area of activity
- List of relevant genres or industry categories – i.e. feature film, game development, music label, publisher, other, etc
- Participant’s current level of professional experience – entry level, limited experience, emerging professional, established
- # of meetings taken
- # of new business leads
- # and potential value of deals discussed
- # and potential value of deals made
- # and potential value of deals pending
- Other impact on business development objectives

What or who was the best thing about the session in terms of information or presentation?

Is there anything you can suggest that would improve the session in the future?

How did you hear about the event/session?

**THANK YOU**

**SCHEDULE “H”  
PROJECTED RESULTS**

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To be completed at time of contracting.

TEMPLATE

**SCHEDULE “I”**  
**SPONSOR SERVICES AND CREDIT RECOGNITION REQUIREMENTS**

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To be completed at time of contracting.

TEMPLATE