

# Best **in** Science

Call for Research Proposals 2016-2017

## Application Guide

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# Part A: The *Best in Science* Program

## 1. Background

There is a broad community of personnel in Ontario involved in advanced environmental research. This research community includes scientists and engineers in the Ontario Ministry of the Environment and Climate Change (“Ministry”), across the Ontario Public Service and at other levels of government, and in universities, research networks and the private sector. This community’s work is critical in promoting a clear understanding of traditional and emerging environmental issues, generating reliable information that can be drawn upon by the Ministry to help secure a healthier environment.

## 2. *Best in Science* Research Grants

The Ministry established the Best in Science Program (the “Program”) to support the research endeavors of those in the broader scientific community who have common interests in environmental science. One of the priorities of the Program is to provide transfer payment (grant) funding in support of research that addresses Ontario’s current environmental priorities and anticipates the province’s future environmental research needs.

The Program supports research that achieves the following objectives:

- encourages and promotes scientific research;
- invests in science that fosters best practices, develops innovative approaches to expand environmental protection tools, and supports environmental leadership in Ontario’s scientific research communities; and
- supports scientific collaboration and knowledge transfer that proactively contributes to healthier communities and ecosystems.

Successful applicants may receive funding of up to \$100,000.00 per project, for projects of up to three years duration. Proposals for collaborative, co-funded endeavours between researchers, practitioners and end users are particularly encouraged. The extent of collaboration and co-funding will have a bearing on the evaluation of a proposal.

**Applicants must be affiliated with an existing legal entity that is (i) an academic institution (i.e., a university or a college of applied arts and technology), (ii) a research network, or (iii) a public or non-profit research institute.**

Please note that Ontario Public Service employees including Ministry staff cannot be directly involved in projects funded by transfer payments (grants), i.e. the relationship with the Recipient must be at arms’ length.

### 3. Best in Science Research Priorities for 2016-17

The Program will consider funding research projects that address any of the following priorities listed in Table 1 below.

**Table 1 – Best in Science Research Priorities for Fiscal Year 2016-17**

Mandate	Ministry Priority Areas	Research Priorities
Clean Air	Climate Change (Greenhouse Gas Reductions)	Identify environmental indicators of climate change Explore methods for reducing emissions of greenhouse gases Assessment of the impact on climate change of: <ul style="list-style-type: none"> <li>• Switching from fossil fuels to alternative fuels</li> <li>• Ontario carbon sinks (e.g. wetlands, forests, agricultural soils)</li> <li>• Other low carbon innovations in applied science that can displace fossil fuels (e.g. artificial photosynthesis)</li> </ul>
Clean Water	Great Lakes	Study the long-term patterns in the seasonal distribution of nutrient inputs to the Great Lakes from tributaries Investigate the potential for climate change-driven increases in nutrient loading to tributaries Develop effective methods for reducing nutrient inputs to the Great Lakes
	Inland Lakes	Develop models that predict the occurrence of harmful algae blooms in inland lakes Develop effective methods for preventing or reducing the frequency of harmful algae blooms
	Climate Change	Develop predictive models of the impacts of various climate change scenarios on water quantity and quality of inland lakes Assess how climate change is likely to influence fluxes of road salt in streams, and the potential implications for aquatic ecosystems Investigate road salt alternatives and ways to reduce the environmental impact of chloride

Mandate	Ministry Priority Areas	Research Priorities
Development, Enhancement and Validation of Testing Methods for Pathogens and Environmental Pollutants	Great Lakes Inland Lakes Drinking Water Surface Water Land Resources Pollinator Health Beaches	<p>Develop new, efficient and cost effective screening, rapid analysis, speciation, and source tracking methods for pathogens and environmental contaminants (including trace contaminants, pesticides, pharmaceuticals and metabolites)</p> <p>Develop analytical methods for cyanobacterial toxins produced by blue-green algae, i.e. anatoxin, <math>\beta</math>-N-methylamino-L-alanine (BMAA), and microcystins (microcystin-LR and others)</p> <p>Develop techniques for detecting and monitoring blue-green algae using remote sensors and GIS mapping</p> <p>Develop and apply techniques for source tracking of mercury, e.g. through the use of isotopic fingerprinting</p>
Risk Assessment and Risk Management	Pollinator Health - Impacts on Ecosystem Integrity	<p>Toxicity studies on the effects of neonicotinoid insecticides on non-target aquatic and terrestrial organisms, especially upon long term chronic exposure</p> <p>Environmental transport and fate studies of neonicotinoids in soil and water</p> <p>Develop a multi-stressor pollinator health model incorporating the impact of habitat, toxics, climate, pests etc.</p>

# Part B: Program Details

## 1. Terms of Reference

The following provisions apply to this application process for Best in Science funds:

- (i) This application process is not intended to create a formal legally-binding procurement process and shall not give rise to the legal rights or duties applied to a formal legally-binding procurement process
- (ii) The Ministry reserves the right to seek clarification and supplementary information from applicants. The response received by the Ministry from an applicant could become an integral part of the applicant's submission
- (iii) At the conclusion of the process, selected applicants will be expected to enter into a transfer payment (grant) funding agreement with the Ministry (see "Transfer Payment Agreement", below)
- (iv) Neither party shall have the right to make claims against the other with respect to this application process, the selection of any applicant, the failure to be selected to enter into a transfer payment agreement, or the failure to honour applications prior to the execution of such an agreement
- (v) The Ministry may make public the names, addresses, telephone numbers, e-mail addresses, website addresses, project description and funding amount, if applicable, of any or all successful applicants
- (vi) The Ministry will only enter into an agreement with an existing legal entity that is an (i) academic institution, i.e. a university or a college of applied arts and technology; (ii) research network; or (iii) public or non-profit research institute. The Ministry may request proof of legal status from the applicant
- (vii) The applicant consents to the Ministry's collection of the information as contemplated under the Guide for the uses contemplated under the Guide
- (viii) Applicants will bear their own costs associated with or incurred through this application process, including any cost arising out of or incurred in: a) the preparation and completion of an application/submission; or b) the conduct of negotiations or other activities related to this application process
- (ix) The Ministry will not consider an applicant whose application is found to contain misrepresentations or any other inaccurate or misleading information; and
- (x) The applicant agrees to all of the terms of the application process set out in the Guide.

## **2. Transfer Payment Agreement**

If selected, the applicant will be required to sign the Ministry's Transfer Payment Agreement ("Agreement"). A sample Agreement is included as an Appendix. Applicants should review the general provisions of the Agreement, noting in particular the provisions regarding insurance, Open Data and the requirements of the *Freedom of Information and Protection of Privacy Act* (FIPPA).

The Agreement will be executed subject to the Terms of Reference above. Failure to execute the Agreement will result in the withdrawal of the offer of funding.

## **3. Payment Schedule**

Funds will be delivered in a minimum of three instalments, typically according to the following schedule:

- Upon execution of the agreement or commencement of the project;
- Upon reaching satisfactory project milestone(s) approved by the Ministry subsequent to the submission of and completion of approved interim report(s);
- Upon submission and approval of a final report.

The 2<sup>nd</sup> and 3<sup>rd</sup> funding instalments will be contingent upon (i) Ministry approval of reports outlining project progress, meeting the project timelines and meeting the objectives of the proposal and (ii) the Ministry being able to secure a requisite appropriation from the Legislature. Details will be included in the transfer payment agreement.

## **4. Reporting**

Selected applicants must submit annual interim progress reports describing the work completed and milestones achieved, as well as financial progress reports. A detailed final report, including an executive summary and financial report, is required within thirty days of the project's completion date. Please note that overdue and/or incomplete reports may negatively impact the likelihood of obtaining future grant funding opportunities with the Ministry.

# Part C: Application Evaluation Criteria

Applications will be evaluated according to the following rated criteria:

## 1. Breadth of relevance to Ontario's current or future environmental needs (25%)

This is with reference to Table 1, Best in Science Research Priorities for 2016-17

## 2. Scientific quality of the proposed research (40%)

- § *Objectives* – is the proposed approach sound and feasible? Are the objectives clear, specific, well-focused, and realistic?
- § *Definition* – Are the hypotheses testable? Do the short-term objectives lead logically to an overall goal? Is the problem adequately defined within the context of current knowledge?
- § *Originality* – Is the proposed project a new contribution to the field? Does the proposal suggest/explore unique, innovative or ingenious concepts or applications?
- § *Methodology* – Are proposed methods clear, appropriate and current? What is the feasibility of completion within the time frame proposed?

## 3. Qualifications and experience of the research team (10%)

Research teams must clearly demonstrate a breadth of multidisciplinary and institutional scope and expertise necessary to effectively achieve their proposed project outcomes.

The project research team must have the required skills and expertise to successfully perform the proposed research. The research team will be assessed on the basis of:

- § *Integrity and credentials*
- § *Complementary expertise*
- § *Scientific excellence at the national and international level*
- § *Previous successful, relevant research*

Please note that for transfer payment funded projects Ontario Public Service (OPS) employees must maintain an arm's length relationship with recipients, and as such cannot be members of the research team. If OPS staff are listed as members of the proposed research team, the application may be disqualified.

## 4. Project management measures (10%)

Proposals must clearly outline that necessary structures and processes are in place to ensure effective management of the allocated funds:

- § *Milestones* – appropriate, clearly set-out and defined
- § *Timelines* – realistic, appropriate

- § *Risk Assessment and Mitigation Strategies* – must identify anticipated obstacles that might limit the progress of the project, as well as mechanisms in place to address and resolve these problems (i.e. mitigation strategies)

## **5. Financial information (10%)**

- § *Extent of Collaborations*
  - other sources of funding for the research project
  - extent of leveraged resources (note that in the evaluation, in-kind support from OPS sources will not be considered as a portion of leveraged resources)
- § *Cost details/Value for money*
  - clear, appropriate, justified, valued appropriately
  - linkages made to milestones

Applicants may request up to \$100,000.00 (Canadian dollars) per project over a maximum duration of three years. Requests for funding over this amount will result in the disqualification of the project. Charges for administration expenses and administrative staff will be accepted up to a maximum of 20% of the total amount requested for the research project.

## **6. Communications Plan (5%)**

Proposals must include a communications plan outlining how research results will be disseminated to the broader scientific community. There must be at least one guaranteed method of public communication of project results prior to the expiry of the agreement and submission of a final report. Approved applicants should present their results at conferences or for publication in peer reviewed journals within one year of project completion.

**The Ministry will endeavor to support a balance of projects across the broad research priority categories identified in Table 1.**

# Part D: Application Form Guidance

## 1. Application Format and Content

The application and budget forms must be submitted as separate documents. Links to website content and other external materials referred to in the application and budget forms will not be considered as part of the application and are not acceptable substitutes for providing the required information within or along with the forms.

## 2. Project Contacts

The review, approval and agreement finalization process may be lengthy and require the provision of technical and/or administrative information on short notice. Therefore, it is important to have both a primary and secondary contact. The primary contact should be the Principal Investigator and the Secondary Contact should be in the organization's Office of Research or other administration office as appropriate.

## 3. Proposed Project Start and Completion Dates

The maximum duration of the project is three years (36 months).

## 4. Budget Summary

Provide the amount of transfer payment funding sought from the Program, the estimated overall budget for the proposed project including funding from all sources, and the estimated value of in-kind support to be provided from all sources.

## 5. Project Summary

Set out the project objectives and what the project will ultimately achieve. Show how the proposed project will address one or more of the research priorities given in Table 1 of this Application Guide. Provide a description of the proposed project, including the expected benefits and results of the project. If the proposed work will be part of a larger project, explain how it fits into the larger project.

## 6. Research Methodology

Provide a clear rationale for the project design and methodology. Describe the methodology of the proposed project and how it will produce the identified outcomes. If the project includes a number of components, describe how the components relate to each other and the overall goals, and how the component teams and results will be integrated.

## 7. Project Milestones

Provide a description of the project's major milestones. Indicate when milestones are expected to be completed. For each milestone, provide a breakdown of sub-activities. Ensure the communication plan and the interim and final reports are listed. Overall, this should explain how

the applicant intends to carry out each milestone. There should be sufficient detail in the sub-activities that an application reviewer should not have further questions.

## 8. Risks and Mitigation Measures

Identify any risks that could significantly impact the delivery of the project and describe any measures planned to mitigate the potential impact, as per the example below:

Risk	Mitigation Measures
<b>Delayed Sampling</b> - If sampling is delayed, the Recipient will not be able to start the project on time nor achieve a number of milestones on schedule.	To mitigate the impact, sampling data from the previous year can be obtained through in-kind support from <i>Institution A</i> which may be analyzed in order to complete the project on time.

## 9. Research Team Members

List all key participants involved in the delivery of the project along with their roles and responsibilities. State whether the position is part of the applicant's or institution's staff or contracted professional services. Highlight any individuals or entities that are critical to the delivery of the project with an asterisk (\*) indicating that if the individual or entity withdraws from participating it would severely impact the delivery of the project. For any individuals or entities listed as critical, a letter must be included from each confirming their commitment to participate in the project or the Ministry will assume no commitment has been made.

Please note that for transfer payment funded projects Ontario Public Service (OPS) employees must maintain an arms' length relationship with recipients, and as such cannot be members of the research team. If OPS staff are listed as members of the proposed research team, the application may be disqualified.

## 10. Additional Project Partners

Identify any organizations and individuals that are involved in the delivery of the project, and the nature of their involvement, except for those identified as Research Team Members in section 10 of the Application Form. If OPS in-kind support is requested, it must be identified and justified. Note that the Ministry may deny such support if it determines it to be inappropriate. For clarification as to whether or not a particular type of OPS in-kind support is appropriate, please contact [BestInScience@ontario.ca](mailto:BestInScience@ontario.ca) in advance of the application deadline.

## 11. Communication Plan

The Ministry awards Best in Science grants to support research for the greater public good. The applicant's research proposal must include a communication plan that outlines how research results will be communicated to the broader scientific community and the public. Indicate methods of disseminating research results, including reports, conference posters/presentations,

website postings and submissions to peer reviewed journals. Please be specific and include a brief description. There must be at least one guaranteed method of public communication of project results prior to the expiry of the agreement.

# Part E: Budget Form Guidance

## General Information

1. Applicants may seek funding up to \$100,000.00 per project, for a maximum of three years (36 months)
2. The proposal must contain a full project budget using the form provided
3. Administration and administrative staff expenses will be accepted up to a maximum of 20% of the total amount requested from the Program for the research project. Projects with lower administrative expenses may be given preference when the proposals are evaluated
4. When requesting funding for any budget line item, the item must be directly related to a planned milestone or deliverable
5. Funding may only be requested for eligible expenses. See “Eligible Expenses” below for more details
6. Applicants are encouraged to apply for additional funding (co-funding) from other sources
7. Applicants must ensure that there is no duplication of funding for any aspect of the project
8. Applicants whose projects are approved for funding are responsible to ensure that sufficient funding is secured to complete the project. If a project exceeds the approved budget, the selected applicant must raise any additional funding needed from other sources to bring the project to completion. Additional funding will not be available for project completion from the Ministry through this Program
9. There is no guarantee that applicants will receive the full amount of funding requested.

## Costs to Include in the Budget

1. Costs are to be counted from the **project start date** to the **project end date** given in section 3 of the Application Form.
2. Costs are to be set out for the project as a whole, not only for the items potentially funded by the Program.

## Completing the Budget Form

List all eligible expenses, under the categories *Staff, Goods, Services, Consultants, Travel and Hospitality, Equipment / Capital Item Rental* and *Other*. The Program will not provide funding for costs already covered by other sources (either in-kind or monetary).

Identify all contributions to your project from other sources, if applicable. *In-kind support* refers to goods or services that the applicant or others will contribute at no cost. Applicants are required to provide the estimated cash value of in-kind contributions, where possible.

The total project budget includes proposed costs to be funded by the Best in Science grant, in kind contributions and confirmed or anticipated funds from other sources.

### Eligible Expenses

Funding may only be requested for eligible expenses that are directly related to carrying out project. The following is a **non-exhaustive** list of eligible and ineligible expenses by category:

#### Staff, Services and Consultants

Eligible	Ineligible
Salaries for term employees: graduate students, postdoctoral fellows, contract technical and professional assistants directly related to the project	Salaries of permanent (on staff) researchers and technicians.
Contracted professional services for the time spent working on the project. Best in Science reserves the right to limit funding for consultant fees	Volunteers

#### Goods, Equipment and Capital Item Rentals\*

Eligible	Ineligible
Rented equipment required for the project	Cell phones
Equipment/materials purchased for over \$1,000.00	Building renovations/additions (capital expenses)
Consumable supplies purchased for under \$1,000.00	Office supplies
Minor equipment (under \$1,000.00) and consumable supplies directly related to the project	

\* The Ministry *may* approve the purchase instead of the rental of equipment that fulfills the following criteria:

- Equipment is being used on multiple occasions throughout the project
- Total rental costs are greater than one-time purchase cost
- Type of equipment would not be something found in the applicant's normal environment
- Without the project, it is unlikely that the applicant would purchase the equipment
- Include the rental cost in the Budget and provide an explanation detailing why an exception should be made on the purchase.
- The Ministry will only fund the portion of the working life of equipment applicable to the project using straight-line accounting measures.

### **Travel, Hospitality and Other Expenses**

<b>Eligible</b>	<b>Ineligible</b>
Travel costs at Ontario Government rates defined in the Travel, Meal and Hospitality Directive for project related travel	Utility costs
Space rental for specific event that is part of the project	Rental of storage space
Administration Expenses and Administrative Staff: maximum of 20% of the Best in Science funding for the research project. Projects with lower administration charges may be given preference in the proposal evaluations	Insurance
	Refundable amounts – rebates, credits, refunds including HST credits and refunds
	Lobbying – any costs related to activities undertaken with the actual or perceived intention of lobbying
	Fundraising – any costs related to developing a business case, funding proposal or other activity with a similar aim
	Non-Project costs – any costs not directly related to the Project
	Any costs which are an inappropriate use of public funds in the sole opinion of the Province

For selected applications, if the applicant has requested funding for ineligible costs, the applicant will still be required to carry out all project activities even though the Ministry has denied funding for those ineligible costs. Please contact the Ministry if you are unsure about the eligibility of the budget items.

# Part F: Evaluation and Selection Process

Applications will be evaluated in a two-step process:

- § Completeness screening and mandatory requirements
- § Technical review

If an application passes the initial screening, it will then be forwarded for technical review to determine the merits and feasibility of the project in accordance with the evaluation criteria (Part C).

If an application does not pass the completeness screening and mandatory requirements, the applicant will be advised by the Ministry that the application has not been forwarded for a technical review and will no longer be considered for funding.

Based on the score out of 100 for the technical review, the application will be given a ranking to determine priority for funding approval.

Applicants will be informed in writing if their applications have or have not been approved for funding.

# Part G: Application Submission

## 1. Document Checklist

Please ensure that you have included all the required documentation in your application package: Application Form, Budget Form and Commitment Letters. Incomplete applications will not be considered.

## 2. Application Format

Applicants are required to use the application and budget forms provided.

## 3. Submission

Please send the required documents by e-mail as attachments to [BestInScience@ontario.ca](mailto:BestInScience@ontario.ca) by **11:59 pm Sunday November 13, 2016**. The Ministry will only accept electronically completed application forms that are duly executed by the appropriate representatives of the Applicant.

**The Ministry will not accept any materials submitted after the deadline.**

*If you have not received a submission acknowledgement by e-mail within three working days of the application deadline, we recommend that you e-mail [BestInScience@ontario.ca](mailto:BestInScience@ontario.ca) to verify that your proposal has been received.*

# Part H: Contact Information

For more information regarding this call for proposals, please contact us by e-mail at [BestInScience@ontario.ca](mailto:BestInScience@ontario.ca)



**APPENDIX**

**ONTARIO TRANSFER PAYMENT AGREEMENT**

File No. XXX-FY-XXX

**THE AGREEMENT** is effective as of **insert date**, 2016.

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

**Her Majesty the Queen in right of Ontario as represented by  
the Minister of the Environment and Climate Change**

(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
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reporting, 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 AND TRANSMISSION**

- 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.
- 2.2 The Agreement may be validly executed and delivered by means of transmission of signed facsimile or by email transmission of an electronically scanned original signature (such as in PDF file format).

## **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.

**- 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 Minister of the Environment and  
Climate Change**

\_\_\_\_\_  
Date

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

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

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

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

I have authority to bind the Recipient.

**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 A15.1.

**“Expiry Date”** means the date on which the Agreement will expire and is the date set out 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 set out 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, and includes any such period or periods of time by which the Province extends that time in accordance with section A15.4.

**“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; and
- (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.

**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 ongoing effective functioning of the Recipient;
- (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, in a timely manner, to identify risks to the completion of the Project, and strategies to address the identified risks;
- (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 deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**A2.4 Supporting Documentation.** 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 A13.0, Article A14.0, or Article A15.0.

## **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 insurance certificate or other proof as the Province may request pursuant to section A12.2;
- (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 A14.1.

### **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 been or will be funded or reimbursed by one or more of any third party, any ministry, agency, or organization of the Government of Ontario.

**A4.4 No Changes.** The Recipient will not make any changes to the Project or the Budget without the prior written consent of the Province.

**A4.5 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.

**A4.6 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.

**A4.7 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**A4.8 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 set out 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 REPORTING, ACCOUNTING, AND REVIEW**

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

- (a) submit to the Province at the address referred to in section A19.1, all Reports in accordance with the timelines and content requirements set out 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 A19.1, 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 set out 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 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY**

**A10.1 FIPPA.** The Recipient acknowledges that 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.

## **A11.0 INDEMNITY**

**A11.1 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.

**A11.2 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.

**A11.3 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.

**A11.4 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.

**A11.5 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

## **A12.0 INSURANCE**

**A12.1 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 set out 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.

**A12.2 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 A12.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

**A13.0 TERMINATION ON NOTICE**

**A13.1 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.

**A13.2 Consequences of Termination on Notice by the Province.** 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 do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the

- Recipient owes pursuant to section A13.2(b); and
- (ii) subject to section A4.8, provide Funds to the Recipient to cover such costs.

## **A14.0 TERMINATION WHERE NO APPROPRIATION**

**A14.1 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.

**A14.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A14.1, 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 A14.2(b).

**A14.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A14.2(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.

## **A15.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A15.1 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.

**A15.2 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.

**A15.3 Opportunity to Remedy.** If, in accordance with section A15.2(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.

**A15.4 Recipient not Remedying.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A15.2(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 A15.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A15.5 When Termination Effective.** Termination under this Article will take effect as set out in the Notice.

## **A16.0 FUNDS AT THE END OF A FUNDING YEAR**

**A16.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A15.0, 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.

## **A17.0 FUNDS UPON EXPIRY**

**A17.1 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.

## **A18.0 REPAYMENT**

**A18.1 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.

**A18.2 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.

**A18.3 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.

**A18.4 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 at the address referred to in section A19.1.

**A18.5 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.

**A19.0 NOTICE**

**A19.1 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 set out in Schedule “B”, or as either Party later designates to the other by Notice.

**A19.2 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.

**A19.3 Postal Disruption.** Despite section A19.2(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.

## **A20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A20.1 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.

## **A21.0 SEVERABILITY OF PROVISIONS**

**A21.1 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.

## **A22.0 WAIVER**

**A22.1 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 A19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **A23.0 INDEPENDENT PARTIES**

**A23.1 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.

## **A24.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A24.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A24.2 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.

## **A25.0 GOVERNING LAW**

**A25.1 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.

## **A26.0 FURTHER ASSURANCES**

**A26.1 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.

## **A27.0 JOINT AND SEVERAL LIABILITY**

**A27.1 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.

## **A28.0 RIGHTS AND REMEDIES CUMULATIVE**

**A28.1 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.

## **A29.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A29.1 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.

## **A30.0 SURVIVAL**

**A30.1 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 and any other applicable definitions, Article 3.0, sections A4.2(d), A4.6, 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 A11.0, sections A13.2, sections A14.2, A14.3, sections A15.1, A15.2(d), (e), (f), (g) and (h), Article A17.0, Article A18.0, Article A19.0, Article A21.0, section A24.2, Article A25.0, Article A27.0, Article A28.0, Article A29.0 and Article A30.0.

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

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

<b>Maximum Funds</b>	\$0.00
<b>Expiry Date</b>	90 days after the final report due date in Schedule “F”
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000.00
<b>Insurance</b>	\$ 2,000,000.00
<b>Contact information for the purposes of Notice to the Province</b>	Name: Ministry of the Environment and Climate Change  Address:  Attention:  Fax:  Email:  Telephone:
<b>Contact information for the purposes of Notice to the Recipient</b>	Name:  Address:  Attention:  Fax:  Email:  Telephone:
<b>Contact information for science and technical matters (e.g. lead professor) to respond as required to requests from the Province related to the Agreement</b>	Name:  Position:  Fax:  Email:  Telephone:

<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	Name:  Position:  Fax:  Email:  Telephone:
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**Additional Provisions:**

B.1 The following definition is added to section A1.2 in alphabetical order:

**“Payment Plan”** means the payment plan attached to the Agreement as Schedule “E”.

B.1 The following definitions are added to section A1.2 in alphabetical order:

**“Payment Plan”** means the payment plan attached to the Agreement as Schedule “E”.

**“.....”** means .....

**“.....”** means .....

B.2 The following is added to section A2.1:

(e) it has, and will continue to have for the term of the Agreement, adequate financial resources to cover normal operating expenses and be a going concern.

B.3 The following is added to sub-section A4.1(c) of Schedule “A”:

(iii) is dedicated solely to the Project.

B.3 [intentionally deleted]

B.4 The following is added to section A4.3:

(e) ensure that any Funds distributed to third parties by the Recipient (other than for payment of goods or services) are covered by an agreement that adopts all of the terms and conditions of the Agreement as far as applicable to those parts of the Project undertaken by the third party. Nothing contained in the Recipient’s agreement with the third party shall create a contractual relationship between the Province and the third party.

B.5 Section A4.4 is deleted in its entirety and replaced with the following:

A4.4 **No Changes.** The Recipient will not make any changes to the Project, the timelines or the Budget without the prior written consent of the Province.

B.6 Article A4.0 of Schedule “A” is amended by adding the following new sections:

A4.10 **Project Over Budget.** The Recipient acknowledges that should Project expenses exceed the amounts in the Budget, the Province is not responsible for any additional funding and the Recipient undertakes to incur all further costs necessary to complete the Project.

A4.11 **Moving Funds.** Despite section A4.4, the Recipient may move Funds equaling up to ten percent (10%) of the allocation in one line within a Budget category in Schedule “D” to another line within the same Budget category, except for expenses listed under the Budget category “Other” (if any) in Schedule “D” which may not be moved without approval from the Province. In moving Funds under this section A4.11, the Recipient may not reduce any Budget line by more than ten percent (10%) of its original allocation or increase any Budget line by more than twenty percent (20%) of its original allocation.

A4.12 **Intellectual Property.** The Province is not the owner of any intellectual property generated as a result of the Agreement.

A4.13 **Cash Flow Management.** Despite subsection A4.1(b), in order to more accurately reflect the Recipient’s anticipated cash flow needs, the Province may divide any instalment of the Funds set out in the Payment Plan into two or more smaller instalments based upon the monthly spending forecast submitted by the Recipient pursuant to section A7.1. If the instalment amount is so divided by the Province, the Recipient may request payment of another instalment by confirming to the Province in a further report pursuant to section A7.1(b) that said instalment will be required in one month’s time.

B.7 Section A8.1 is deleted and replaced with the following:

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

(a) acknowledge the support of the Province for the Project using the statement “This project has received funding support from the Government of Ontario. Such support does not indicate endorsement by the Government of Ontario of the contents of this material.”; and

(b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

B.8 Article A8.0 is further amended by adding the following new sections:

A8.3 **Open Data.** The Recipient agrees that the Province may publicly release the following information, whether in hard copy or in electronic form, on the internet or otherwise: Recipient name, Recipient contact information, Recipient address or general location, amount of Maximum Funds and/or Funds, Project description, Project objectives/goals, Project location, Project results reported by the Recipient and Budget. However, the Province and the Recipient agree that such permission does not apply to the following: **fill in or NIL.**

A8.4 **Announcements.** The Recipient shall not publicly announce receiving the Funds or anything to do with the Agreement, including requesting the presence of the Minister of the Environment and Climate Change at one or more Project events, until permitted by the Province.

A8.5 **Use of Ontario logo.** The Recipient may only use the Ontario logo by requesting and obtaining written approval from the Province. The placement of the logo on the Recipient’s materials will clearly identify the Government of Ontario as a funder, funding supporter or sponsor, and not as a partner or similar.

B.9 **Conjunctions.** Where, pursuant to section A9.1, any sections have been modified to add or delete an item from a list, the “and” or “or” conjunction used before the last item on the list shall be deemed to have been moved to the penultimate item on the modified list.

B.10 The word “commercial” in section A12.1 is deleted and replaced by the word “comprehensive”.

B.11 Section 12.2 (b) is deleted.

B.10 [intentionally deleted]

B.11 [intentionally deleted]

B.12 The following event is added to section A15.1:

- (e) the Recipient fails to respond to any inquiry of the Province pertaining to the *Public Sector Salary Disclosure Act, 1996* (Ontario).

B.13 The following consequence is added to section A15.2:

- (j) demand the repayment of an amount equal to, at the discretion of the Province, either the interest earned on the amount demanded under subsection (f), (g) or (h), or the interest imputed to be earned on such amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of the Event of Default;

B.14 The following is added to section 18.1:

- (c) deduct from any further instalments of Funds an amount equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (a) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment;
- (d) demand that the Recipient pay an amount to the Province equal to, at the discretion of the Province, either the interest earned on the amount deducted under subsection (b) or the interest imputed to be earned on said amount based on the then current interest rate charged by the Province of Ontario on accounts receivable, calculated from the date of overpayment; or
- (e) deduct the amounts referred to in both subsection (a) and (c) from any further instalments of Funds; or
- (f) demand that the Recipient pay an amount equal to the amounts referred to in both subsection (b) and (d).

B.15 Article A19.0 is amended by adding the following new section:

**A19.4 Notice by Telephone.** For clarity, Notice may not be given or received by telephone, despite the inclusion of a telephone number (if any) in the table in Schedule “B”.

B.16 The following sections are added to section A30.1, Survival, in chronological order: sections A4.1(a) and (b), section A2.1(c), section A4.10, section A4.12, section A8.3, sections A15.2(i) and (j), Article 31, Article 34 and Section A35.2.

B.17 The following new provisions are added following Article A30.0 Survival

### **A31.0 ABORIGINAL CONSULTATION**

**A31.1 Notification.** The Recipient agrees to immediately notify the Province if any Aboriginal group makes any inquiries about the Project.

### **A32.0 ACCESSIBILITY**

**A32.1 Meetings and Events.** In using the Funds for meetings, events or similar, the Recipient will consider the accessibility needs of attendees with disabilities, both in terms of physical access to the event/meeting space, as well as access to the event/meeting contents and proceedings. The Recipient will use best efforts to accommodate these needs.

**A32.2 Meetings and Events Examples.** For assistance with the Recipient's obligations under section A32.1, examples of areas where accessibility should be considered include: refreshment and dietary arrangements; communications (e.g. alternate formats – large print, screen readers, Braille, audio format; assistive technologies); and venue selection. Materials to assist in these considerations may be found on the website of the [Ministry of Economic Development, Employment & Infrastructure](#)

**A32.3 Venues.** In using the Funds for venues, the Recipient will consider the accessibility needs of attendees with disabilities when selecting a venue, both in terms of exterior and interior access. The Recipient will use best efforts to accommodate these needs.

**A32.4 Venue Examples.** For assistance with the Recipient's obligations under section 32.3, examples of areas where accessibility should be considered include: parking, sidewalks/paths of travel, accessible transit, entrances and lobbies, elevators, accessible washrooms, hallways and corridors, and meeting and conference rooms. Materials to assist in these considerations may be found on the website of the [Ministry of Economic Development, Employment & Infrastructure](#).

### **A33.0 ENVIRONMENTAL INITIATIVES**

**A33.1 Meetings.** In using the Funds for meetings, the Recipient will use best efforts to hold virtual meetings instead of requiring attendees to travel to meetings in person.

**A33.2 Printing.** In using the Funds for printing, the Recipient will use best efforts to:

- (a) minimize the need to print documents by scanning and e-mailing documents that might otherwise be printed;

(b) print or copy double-sided and in black and white when printing or copying is necessary; and

(c) purchase paper from environmentally responsible sources.

**A33.3 Environmentally Responsible Sources.** For assistance with the Recipient's obligations under section 33.2(c), environmentally responsible sources provide virgin bulk paper certified by third party verified forest certification systems such as Forest Stewardship Council (FSC), Canadian Standards Association (CSA) or Sustainable Forest Initiative (SFI).

#### **A34.0 PERSONAL INFORMATION and PARTICIPATION BY MINORS**

**A34.1 Permissions.** The Recipient represents, warrants and covenants that it has or will receive permission to disclose the personal information of all individuals whose personal information is disclosed in the Agreement or during the Project, Reports or other reports, and, in the case of minors, the legal guardian or parent has provided such permission on behalf of the minor.

**A34.2 Consent of Legal Guardian.** The Recipient acknowledges that it is the responsibility of the Recipient to obtain express written consent from the legal guardian of any minors who are involved in any way with the Project.

**A35.0 STEERING COMMITTEE** [intentionally deleted]

**- END OF ADDITIONAL PROVISIONS -**

## SCHEDULE "C"

### PROJECT DESCRIPTION

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#### C.1 BACKGROUND

#### C.2 PROJECT OBJECTIVE

#### C.3 SCOPE OF PROJECT

The Recipient will [insert summary description-probably based on output]. The Project will mainly be conducted by [insert main staff positions/contractors, especially if from a collaborating organization].

Specifically:

C.3.1 The Recipient will fill in

C.3.2 The Recipient will fill in

C.3.3 The Recipient will fill in

C.3.4 The Recipient will fill in

C.3.5 The Recipient will fill in

C.3.6 The Recipient will fill in

C.3.7 The Recipient will fill in

#### C.4 TIMELINES

The following are the timelines for the Project:

Project Initiative (Work)	Start-Finish Date
C.3.1 [insert summary description]	[insert date range]



**- END OF PROJECT DESCRIPTION AND TIMELINES -**

## SCHEDULE “D”

**[TPA Budget Template Excel file will be provided]**

### D.1 BUDGET NOTES

(a) **Ineligible costs** – For clarity, in addition to any other costs identified or described as ineligible in the Agreement, the following is a non-exhaustive list of costs for which the Province will not provide any Funds:

**(i) Fill in**

(ii) **Fundraising** – any costs related to developing a business case, funding proposal or other activity with a similar aim;

(iii) **Lobbying** – any costs related to activities undertaken with the actual or perceived intention of lobbying;

(iv) **Non-Project costs** – any costs not directly related to the Project;

(v) **Pre-Project costs** – any costs incurred prior to the Effective Date, unless explicitly stated otherwise in this Agreement;

(vi) **Refundable expenses** – costs deemed ineligible in accordance with section 4.9 of Schedule “A”; and

(vii) Any costs which are an inappropriate use of public funds in the sole opinion of the Province.

(x) **Administration Expenses** (under “Other”) – Administration Expenses are comprised of disbursements such as postage/courier charges, photocopying charges, office supplies, and financial institution service fees incurred in carrying out the Project. The Funds may not be used for avoidable financial institution service fees (e.g. NSF charges). For clarity, administration expenses do not include items such as salary and wages, rent, travel, accommodation and meal expenses, computers, legal fees, audit fees, engineering fees, and other professional fees. Notwithstanding anything contained herein, the portion of administration expenses covered by the Funds shall not include: **fill in or None**.

**Administration Expenses** (under “Other”) – Administration Expenses are defined to include utilities, telephone/fax charges, network charges, postage/courier charges, photocopying charges, office supplies, and financial institution service fees incurred in carrying out the Project. The Funds may not be used for avoidable financial institution service fees (e.g. NSF charges). For clarity, administration expenses do not include items such as salary and wages, rent,

travel, accommodation and meal expenses, computers, legal fees, audit fees, engineering fees, and other professional fees. Notwithstanding anything contained herein, the portion of administration expenses covered by the Funds shall not include: **fill in or None**.

- (x) **Support Services** (under “Other”) – Support services refer to the time spent by staff in human resources, finance, information technology, **fill in other**, and communications departments providing administrative support that can be attributed to the Project. Project managers and key Project participants are not included in support services. Notwithstanding anything contained herein, the portion of support services covered by the Funds shall not include: **fill in or None**.
- (x) **Indirect Costs of Research (“ICOR”)** – ICOR refers to costs that are part of the normal operations of the Recipient, but which can be **reasonably attributed to the Project**. These costs may include maintenance and repair of equipment used for the Project, building operating costs caused by the Project (e.g. lights on after hours), materials used in operating research equipment, library holdings acquired for use in the Project; salaries of employees and/or students providing administrative support for time spent supporting the Project (e.g. research departments, financial, information technology, human resources; communications, administrative services, regulatory bodies, purchasing offices); upgrades/maintenance of research equipment used in the Project to meet regulatory requirements; and technical support for handling of dangerous substances and biohazards used in the Project.

For clarity, ICOR does not include costs for: renovation and maintenance of research facilities; upgrades of research equipment unless required to meet regulatory requirements; technical support for the creation, development and/or maintenance of an institutional website; library operating costs and administration; databases, telecommunications, information technology, research tools, computer hardware and software/software licenses; insurance on research equipment and vehicles; institutional support for the completion of grant and award applications/research proposals; acquisition, maintenance and/or upgrade of information systems to track grant applications, certifications and awards; training of faculty and research personnel; audit costs; research planning and promotion; public relations; creation of regulatory bodies; international accreditation costs related to research capacity; creation, expansion or sustenance of a technology transfer office or similar function; administration of invention patent applications; support for technology licensing; and support for the creation of spin-off companies. In addition, any costs identified as ineligible under the Government of Canada’s Research Support Fund are not to be included under ICOR unless specifically permitted by this section D.1(x).

Notwithstanding anything contained herein, the portion of ICOR covered by the Funds shall not include: **fill in or None**.

- (x) **Consultants** – Consultant costs may include reasonable disbursements in addition to fees. However, the Funds may not be used for anything other than what is set out in s. A4.3(b) of this Agreement. In addition, the Funds may not be used for: **fill in or None**
- (x) **Equipment/Capital Item Rental** – The Province *may* approve the purchase instead of the rental of equipment or capital items that fulfill the following criteria: (i) the equipment or capital item is being used on multiple occasions throughout the Project; (ii) total rental costs are greater than the one-time purchase cost; (iii) the equipment or capital item is not of a type found in a normal office environment; and (iv) without the Project, it is unlikely that the Recipient would purchase the equipment or capital item. If intending to purchase the equipment or capital item using the Funds, the Recipient must request approval from the Province prior to acquisition of the equipment or capital item.
- (x) **Transportation** (under “Travel and Hospitality”) – Transportation refers to the provision of transportation for meetings or events to the Recipient’s staff or contractors or meeting/event attendees if specified in the Budget. The amount from the Funds used for transportation will be calculated according to the rates in the [Ontario Government’s Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. Transportation will be by the most practical and economical method; tickets (e.g. train, airplane) purchased must be for economy/coach class and when renting a vehicle, the Funds may only be used for a compact model or its equivalent unless approval for a different model is obtained from the Province prior to rental. **The Funds under this Budget line may not be used for:**
- **fill in; or**
  - **transportation for meeting/event attendees when the distance to the meeting or event venue is less than: fill in km or N/A.**
- (x) **Accommodation** (under “Travel and Hospitality”) – Accommodation refers to the provision of accommodation for meetings or events to the Recipient’s staff or contractors or other meeting/event attendees if specified in the Budget. Accommodation will be in a standard room; the Funds may not be used for hotel suites, executive floors or concierge levels. **The Funds under this Budget line may not be used for:**
- **fill in;**
  - **accommodation for the Recipient’s staff or contractors when the distance to the meeting or event venue is less than fill in km;**
  - **accommodation for meeting/event attendees when the distance to the meeting or event venue is less than fill in km or N/A; or**
  - **penalties incurred for non-cancellation of guaranteed hotel reservations.**
- (x) **Food and Beverage - Travel** (under “Travel and Hospitality”) – Food and beverage – travel refers to the provision of food or beverages to the Recipient’s staff or contractors when travelling for Project-related work. The Funds may only be used for meals during such travel periods, subject to the limitations below. The

amount from the Funds used for food or beverage will be calculated according to the rates in the [Ontario Government's Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. **The Recipient may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure.** In addition, **the Funds under this Budget line may not be used for:**

- fill in;
- non-meal food and beverages;
- alcohol;
- meals when the travel period is less than 5 hours, calculated from the time the Recipient's staff or contractor leaves their normal place of business (or reasonable alternative origin) to the time the Recipient's staff or contractor returns to the normal place of business (or reasonable alternative destination); or
- meals during travel when travel is a part of the Recipient's staff's or contractor's regular job duties.

- (x) **Food and Beverage - Hospitality** (under "Travel and Hospitality") – Food and beverage - hospitality refers to the provision of food or beverages during Project meetings/events held with the public. If the Funds are being used to pay for meals during public Project meetings or events, the amount from the Funds used for these meals will be calculated according to the rates in the [Ontario Government's Travel, Meal and Hospitality Expenses Directive](#) that is current as of the date that the expense is incurred. If the Funds are being used to pay for non-meal food and beverages (e.g. coffee, water, snacks) during public Project meetings or events the amount from the Funds used for these non-meal expenses can be up to the following maximums: \$5/day per person for a half-day public Project meeting/event or \$10/day per person for a full day public Project meeting/event. **The Recipient may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure.** In addition, **the Funds under this Budget line may not be used for:**

- fill in;
- alcohol;
- meals (breakfast, lunch and dinner) or non-meal food and beverages outside of public Project meetings/events; or
- food and beverages already covered under the "Food and Beverage – Travel" budget line.

**Food and Beverage - Hospitality** (under "Travel and Hospitality") – Food and beverage - hospitality refers to the provision of food or beverages for public Project meetings/events either (i) during the public Project meetings or events, or (ii) during transportation or accommodation for attendees to the public Project meetings or events if such transportation or accommodation is being paid for by the Funds. If the Funds are being used to pay for meals, the amount from the Funds used for these meals will be calculated according to the rates in the [Ontario Government's Travel, Meal and Hospitality Expenses Directive](#) that is current as of

the date that the expense is incurred. If the Funds are being used to pay for non-meal food and beverages (e.g. coffee, water, snacks) during the public Project meetings or events, the amount from the Funds used for these non-meal expenses can be up to the following maximums: \$5/day per person for a half-day public Project meeting/event or \$10/day per person for a full day public Project meeting/event. **The Recipient may only use the Funds for food and beverage if it is collecting and retaining itemized receipts that verify the expenditure.** In addition, **the Funds under this Budget line may not be used for:**

· **fill in;**

- **food and beverages already covered under the “Food and Beverage – Travel” budget line;**
- **non-meal food and beverages during transportation to or from the Project meeting/event or during accommodation; or**
- **alcohol.**

- (x) **Honoraria** (under “Other”) – Honoraria are defined as payments to Aboriginal Elders or community knowledge holders for their attendance and participation at a meeting or event. The Elders or community knowledge holders may provide appropriate advice, guidance, information and insight based on their specialized knowledge of Aboriginal ceremonies and/or the Aboriginal community. (x)

**Overhead** (under “Other”) – The amount from the Funds used for overhead shall only be for expenses related to the Project. Fixed costs incurred by the Recipient regardless of the Project (e.g. mortgage, rent, insurance for the Recipient’s regular operations) are not eligible for coverage by the Funds. Overhead expenses in the Budget include: **fill in**

- (x) **Services** – Costs for services may include reasonable disbursements in addition to fees. However, the Funds may not be used for the following disbursements: **fill in.**

- (x) **Fill in good** (under “Goods”) – The Recipient has already selected **fill in name** as the supplier of the **fill in good**. The Recipient confirms that it has provided the Province with a description of the procurement process and a justification for the selection of the preferred supplier which evidences good value for money.

- (x) **Fill in service** (under “Services”) – The Recipient has already selected **fill in name** as the service provider for the **fill in service** services. The Recipient confirms that it has provided the Province with a description of the procurement process and a justification for the selection of the preferred service provider which evidences good value for money.

- (x) **Fill in consulting work** (under “Consultants”) – The Recipient has already selected **fill in name** as the consultant for the **fill in consulting work**. The Recipient confirms that it has provided the Province with a description of the procurement process and a justification for the selection of the preferred consultant which evidences good value for money.

- (x) **Fill in equipment** (under “Equipment/Capital Item Rental”) – The Recipient has already selected **fill in name** as the supplier of the **fill in equipment/capital item**. The Recipient confirms that it has provided the Province with a description of the procurement process and a justification for the selection of the preferred supplier which evidences good value for money.

## D.2 ADDITIONAL FUNDING

The Recipient has requested, but not received confirmation of, additional funding or in-kind support for the Project from the following:

POTENTIAL FUNDER (CASH OR IN-KIND)	PROJECT EXPENDITURES TO BE COVERED	AMOUNT
		\$0.00
		\$0.00
		\$0.00
		\$0.00
		\$0.00
	<b>TOTAL</b>	<b>\$0.00</b>

**- END OF BUDGET -**

**SCHEDULE "E"**

**PAYMENT PLAN**

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<b>Criteria</b>	<b>Amount</b>
Following Province execution of Agreement evidencing approval of Recipient Project proposal	\$0.00
Following Province receipt of Recipient's confirmation that next instalment will be required in one month's time	\$0.00
Following Province approval of interim progress report and financial progress report as set out in Schedule "F"	\$0.00
Following Province approval of second interim progress report and financial progress report as set out in Schedule "F"	\$0.00
Following Province approval of third interim progress report and financial progress report as set out in Schedule "F"	\$0.00
Following Province approval of final report as set out in Schedule "F"	\$0.00
<b>TOTAL</b>	<b>\$0.00</b>

**- END OF PAYMENT PLAN -**

**SCHEDULE “F”  
REPORTING**

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Name of Report	Due Date
1. Additional Funding Report(s)	An on-going obligation of the Recipient following the Recipient’s receipt of notification that it will be receiving additional funding for the Project
2. Procurement Report(s)	Immediately following selection of preferred proponent if applicable
3. Interim Progress Report(s)	insert date(s) or Not Applicable
4. Financial Progress Report(s)	insert date(s) or Not Applicable
5. Final Report	insert date
6. Reports as specified from time to time	On a date or dates specified by the Province.

**Report Due Date**

Except as noted below, if the due date of any Report falls on a non-Business Day, the due date is deemed to be the next Business Day.

For any Report due on March 31 in a year when March 31 is not on a Business Day, the due date of such report is deemed to be the Business Day immediately prior to March 31.

**Reporting Templates**

When reporting to the Province, the Recipient will use the templates provided by the Province (if any).

**Report Details**

1. **The Additional Funding Reports will set out:**
  - (i) an accounting of any other funding received or to be received by the Recipient, including the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting;

- (ii) confirmation that there is no overlap of funding from the Province and from the other funding entities.

**2. The Procurement Reports will set out:**

- (i) a description of the procurement process followed by the Recipient to acquire goods or services required to perform the Project;
- (ii) a justification for the selection of the preferred proponent or good which evidences value for money, including, if applicable, confirmation from the supplier that they are the sole supplier of the goods.

**3. The Interim Progress Reports will set out:**

- (i) actions undertaken to the date of the report, with reference to specific paragraphs of section C.3 (Scope of Project), and how they relate to the objective(s)/desired outcomes of the Project identified in section C.2;
- (ii) any Project milestones achieved within the reporting period and show how Project objectives / expectations have been met;
- (iii) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (iv) set out any variances from the timelines, the reasons for such variances and the strategy used to correct the variances and achieve the Project objectives; and
- (v) a statement confirming the Recipient is in compliance with the terms and conditions of the Agreement except as disclosed in the interim progress report, signed by the Chief Operating Officer, the Board chair or equivalent.

**4. The Financial Progress Reports will set out:**

- (i) an interim accounting of all Project expenditures to date signed by the Chief Financial Officer, the Board chair or equivalent, if applicable, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (ii) an accounting of any other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding is supporting as well as a statement confirming that there is no overlap of funding from the Province and from any other organization;
- (iii) a high-level monthly spending forecast (e.g. total per month) covering the time period between the date of the financial progress report and (a) the date two

months beyond the next financial progress report, or (b) the date of the final report if no further financial progress reports; and

- (iii) whether or not the Project as described in the Agreement can be completed.

**5. The Final Report will:**

- (i) describe actions undertaken in carrying out the Project, with reference to specific paragraphs of section C.3 (Scope of Project) and how they relate to the objectives/desired outcomes of the Project identified in section C.2;
- (ii) discuss Project objectives / expectations, confirming that Project objectives / expectations were met, setting out lessons learned;
- (iii) for any staff position covered in whole or in part by the some or all of the Funds, confirmation of the time spent by the staff person on the Project;
- (iv) include a final accounting of all Project expenditures signed by the Chief Financial Officer, and the Board chair or equivalent if applicable, confirming actual Project expenditures and providing an explanation for any variances from the Budget;
- (v) include an accounting of any unspent Funds and an explanation as to why there are remaining Funds;
- (vi) include a final accounting of the other funding received by the Recipient, the identification of the funding organization, the amount and the specific aspect of the Project that the additional funding supported as well as a statement confirming that there has been no overlap of funding from the Province and from any other organization; and
- (vii) include a statement signed by the Chief Operating Officer, the Board chair or equivalent confirming Recipient compliance with the terms and conditions of the Agreement, except as disclosed in the final report.

**6. Other Reports:**

- (i) the Province will specify the timing and content of any other Reports as may be necessary.

**- END OF REPORTING -**