

**ONTARIO TRANSFER PAYMENT AGREEMENT
Co-op Diploma Apprenticeship Program (CODA)**

THE AGREEMENT, effective as of the _____ day of _____, 20__ [ENTER the Effective Date of the agreement] (the “**Effective Date**”)

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Advanced Education and Skills
Development**

(the “**Province**”)

- and -

[ENTER the full legal name of the Recipient]

(the “**Recipient**”)

BACKGROUND

The Recipient intends to carry out the Project.

The Province wishes to provide Funds to the Recipient for the Project.

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 is expressly acknowledged, the Province and the Recipient (the “**Parties**”) agree as follows:

ENTIRE AGREEMENT

This agreement (the “**Agreement**”), including:

- | | |
|----------------|--|
| Schedule “A” - | General Terms and Conditions |
| Schedule “B” - | Project Specific Information and Additional Provisions |
| Schedule “C” - | Project Description and Timelines |
| Schedule “D” - | Budget |
| Schedule “E” - | Payment Plan |
| Schedule “F” - | Reporting |
| Schedule “G” - | Performance Commitments |

Schedule "H" - Audit and Accountability Requirements; and
any amending agreement entered into as provided for below,

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

COUNTERPARTS

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.

AMENDING THE AGREEMENT

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

ACKNOWLEDGEMENT

The Recipient:

- a. acknowledges that it has read and understands the provisions contained in the Agreement; and
- b. agrees to be bound by the terms and conditions contained in the Agreement.

IN WITNESS WHEREOF, the Parties have executed the Agreement on the dates set out below.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Advanced Education and Skills Development

by:

[ENTER date]

Date

Name: [ENTER the full legal name of the Ministry officer]

Title: [ENTER the title of the authorized signing officer]

Authorized Signing Officer

[ENTER the full legal name of the Recipient]

by:

Date

Name: [ENTER the full legal name of Recipient's officer]

Title: [ENTER the title of the Recipient's 1st signing officer]

by:

Date

Name: [ENTER full legal name of the Recipient's officer]

Title: [ENTER the title of the Recipient's 2nd signing officer]

I/We have authority to bind the Recipient.

SCHEDULE "A"

GENERAL TERMS AND CONDITIONS

1.0 INTERPRETATION AND DEFINITIONS

1.1 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.

1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Additional Provisions" means the terms and conditions referred to in section 9.1 and as specified in Schedule "B".

"BPSAA" means the *Broader Public Sector Accountability Act, 2010* (Ontario).

"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.

"Event of Default" has the meaning ascribed to it in section 15.1.

"Expiration Date" means the date on which this 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 considers it reasonable to extend that time.

“Party” means either the Province or the Recipient.

“Project” means the undertaking described in Schedule “C”.

“PSSDA” means the *Public Sector Salary Disclosure Act, 1996* (Ontario).

“Reports” means the reports described in Schedule “F”.

“Timelines” means the Project schedule set out in Schedule “C”.

2.0 REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- a. it is, and will continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- b. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- c. it is in compliance 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 for the term of the Agreement.

2.2 **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.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and will maintain, in writing for the period during which the Agreement is in effect:

- a. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- b. procedures to ensure 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 delivery of all Reports required pursuant to Article 7.0; 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.

2.4 **Supporting Documentation.** Upon request, the Recipient will provide the Province with proof of the matters referred to in this Article 2.0.

3.0 **TERM OF THE AGREEMENT**

3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 13.0, Article 14.0 or Article 15.0.

4.0 FUNDS AND CARRYING OUT THE PROJECT

4.1 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.

4.2 Limitation on Payment of Funds. Despite section 4.1:

- 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 12.2;
- 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 provided by the Recipient pursuant to section 7.1; 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 14.1.

4.3 Use of Funds and Project. The Recipient will:

- a. carry out the Project in accordance with the terms and conditions of the Agreement;

- b. use the Funds only for the purpose of carrying out the Project;
- c. spend the Funds only in accordance with the Budget; and
- d. not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 **Province's Role Limited to Providing Funds.** For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Project and the Province is not responsible for carrying out the Project.

4.5 **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.

4.6 **Interest Bearing Account.** If the Province provides Funds to the Recipient 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.

4.7 **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.

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

4.9 **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, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:

- a. it is receiving funding from the Province for the Project and is not providing goods or services to the Province; and
- b. the funding the Province is providing under the Agreement is funding for the purposes of the PSSDA.

5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF

ASSETS

- 5.1 **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 BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **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.

6.0 CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **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.
- 6.3 **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.

7.0 REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient will:

- a. submit to the Province at the address referred to in section 19.1, 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 19.1, 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.

7.2 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.

7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own 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, its authorized representatives or an 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 7.2;
- b. remove any copies made pursuant to section 7.3a. 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.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

- 7.5 **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.
- 7.6 **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).

8.0 COMMUNICATIONS REQUIREMENTS

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will acknowledge the support of the Province in a form and manner as directed by the Province.
- 8.2 **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.

9.0 FURTHER CONDITIONS

- 9.1 **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.

10.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 10.1 **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.

11.0 INDEMNITY

- 11.1 **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 Province.

- 11.2 **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.
- 11.3 **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 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.
- 11.4 **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 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.
- 11.5 **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.

12.0 INSURANCE

- 12.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, 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.
- 12.2 **Proof of Insurance.** The Recipient will provide the Province with certificates of insurance, or other proof as may be requested by the Province, that confirms the insurance coverage as provided for in section 12.1. Upon the request of the

Province, the Recipient will make available to the Province a copy of each insurance policy.

13.0 TERMINATION ON NOTICE

13.1 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.

13.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section 13.1, 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 owing pursuant to section 13.2b.; and
 - ii. subject to section 4.8, provide Funds to the Recipient to cover such costs.

14.0 TERMINATION WHERE NO APPROPRIATION

14.1 Termination Where No Appropriation. If, as provided for in section 4.2d., 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.

14.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section 14.1, 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 14.2b.

14.3 **No Additional Funds.** For greater clarity, if the costs determined pursuant to section 14.2c. exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

15.0 **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

15.1 **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 7.1, Reports or such other reports as may have been requested pursuant to section 7.1b.;
- 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.

15.2 **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.

15.3 **Opportunity to Remedy.** If, in accordance with section 15.2b., 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.

15.4 **Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2b., 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 15.2a., c., d., e., f., g., h. and i.

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

16.0 FUNDS AT THE END OF A FUNDING YEAR

16.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, 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.

17.0 FUNDS UPON EXPIRY

17.1 **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.

18.0 REPAYMENT

18.1 **Repayment of Overpayment.** If at any time during the term of the Agreement 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.

18.2 **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.

18.3 **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.

18.4 **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 19.1.

18.5 **Failure 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.

19.0 NOTICE

19.1 **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.

19.2 **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.

19.3 **Postal Disruption.** Despite section 19.2a., 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 by fax.

20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

20.1 **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.

21.0 SEVERABILITY OF PROVISIONS

21.1 **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.

22.0 WAIVER

22.1 **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 19.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 INDEPENDENT PARTIES

23.1 **Parties Independent.** The Recipient acknowledges that it 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.

24.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

24.2 **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.

25.0 GOVERNING LAW

25.1 **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.

26.0 FURTHER ASSURANCES

26.1 **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.

27.0 JOINT AND SEVERAL LIABILITY

27.1 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.

28.0 RIGHTS AND REMEDIES CUMULATIVE

28.1 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.

29.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

29.1 Recipient Acknowledges. The Recipient:

- a. acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
- b. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
- c. will comply with any such legislation, including directives issued thereunder, to the extent applicable.

30.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

30.1 Other Agreements. If the Recipient:

- a. has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies;

- 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.

31.0 SURVIVAL

- 31.1 **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, section 4.2d., 4.7, section 5.2, section 7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), sections 7.2, 7.3, 7.4, 7.5, 7.6, Article 8.0, Article 11.0, section 13.2, sections 14.2 and 14.3, sections 15.1, 15.2d., e., f., g. and h., Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE "B"

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ [ENTER maximum funds of agreement]
Expiration Date	[ENTER end date of agreement]
Amount for the purposes of section 5.2 of Schedule "A"	\$1,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Ministry of Advanced Education and Skills Development Address: [ENTER Ministry address] Attention: [ENTER Ministry contact name] Fax: [ENTER Ministry fax number] Email: [ENTER Ministry email]
Contact information for the purposes of Notice to the Recipient	Name: [ENTER name of the Recipient organization] Address: [ENTER Recipient's address] Attention: [ENTER Recipient contact name] Fax: [ENTER Recipient fax number] Email: [ENTER Recipient email]

Additional Provisions:

1. Amendments to Definitions

The definition of "Indemnified Parties" in Article 1.2 is deleted and replaced with:

"Indemnified Parties" means Her Majesty the Queen in right of Ontario, her ministers, agents, appointees, employees and authorized subcontractors.

2. Further Definitions

The following definitions also apply to this Agreement:

“Apprentice” means an individual who has entered into a Registered Training Agreement with a Sponsor under which the individual is to receive training in the Trade required as part of the apprenticeship program established by OCOT.

“Apprenticeship Curriculum Standards” means the document that sets out the in-school training requirements for the Trade that is part of the apprenticeship program established by OCOT.

“Apprenticeship Training Standards” means a document that sets out the on-the-job training requirements for the Trade that is part of the apprenticeship program established by OCOT. The Apprenticeship Training Standards for each trade are available on the OCOT website: www.collegeoftrades.ca

“CODA Program” means Co-op Diploma Apprenticeship Program.

"EOPG" means the Employment Ontario Partners' Gateway, a Province-maintained website which provides support to service providers delivering Employment Ontario programs and services as part of the Employment Ontario network available at www.eopg.ca.

“EOIS-APPR” means the electronic system known as the Employment Ontario Information System-Apprenticeship to which the TDA Subscriber has system access to track apprenticeship client course participation and results.

"FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.

“Guidelines” means the Co-op Diploma Apprenticeship Program Guidelines which may be amended from time to time at the sole discretion of the Province. These Guidelines are available on the EOPG.

“Intakes” means the groups of Participants that begin participation under the CODA Program at the same time during the term of the Agreement.

“OCOT” means the Ontario College of Trades established under section 9 of the OCTAA

“**OCTAA**” means the Ontario College of Trades and Apprenticeship Act, 2009, S.O. 2009, c.22, as amended.

“**Participant**” means an individual who has been approved by the Recipient to participate in the Project for the Trade.

“**Registered Training Agreement**” means an agreement between an individual and a Sponsor that is registered with the Province pursuant to the OCTAA, under which an Apprentice is to receive training in the Trade as part of an apprenticeship program established by OCOT.

“**Sponsor**” means a group comprised of employers and other representatives from the relevant sector who have entered into a Registered Training Agreement under which the group is required to ensure that an Apprentice is provided with training in the Trade required as part of the apprenticeship program established by OCOT.

“**TDA Subscriber**” means the Recipient’s employee who is granted online access to the EOIS-APPR by the Province.

“**Trade**” means [ENTER Trade Name] [ENTER Trade Code].

3. Additions to Article 2.0

The following provisions are added to Article 2.1:

- (e) it has provided, and will continue to provide for the term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement; and
- (f) it has taken, and will continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of the expiry or termination of the Agreement.

4. Additions to Article 7.0

The following provision is added to Article 7.0:

7.7 Records Transfer. At any time after the expiry of the Agreement or the termination of the Agreement pursuant to Article 13.0, Article 14.0 or Article 15.0, the Province may demand the transfer of any records referred to in section 7.2 to another organization identified by the Province in order to facilitate the successful continuation or completion of the Project, or a similar project, including the continuation or completion of services to individuals.

5. Additions to Article 8.0

The following provision is added to Article 8.0:

8.3 Visual Identity and Communications. The Recipient will comply with the Visual Identity and Communications Guidelines for Employment Ontario Service Providers, available on the EOPG, and which may be amended from time to time at the sole discretion of the Province.

6. Additions to Article 10.0

The following provisions are added to Article 10.0:

10.2 Idem. The Recipient acknowledges that the Province is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Province is not in breach of its obligations under FIPPA.

10.3 Protection of Privacy. The Recipient represents and warrants that it will protect privacy in accordance with applicable privacy legislation or pursuant to its own privacy policy that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available. Without limitation, the Recipient will:

- (a) designate an official who will be responsible for ensuring the Recipient's compliance with the privacy policy and privacy protection provisions of the Agreement;
- (b) make the Recipient's freedom of information and protection of privacy coordinator aware of the privacy policy and privacy protection provisions of the Agreement;
- (c) implement appropriate privacy policy and privacy protection training of employees, contractors and authorized subcontractors who have access to personal information to carry out the Project;
- (d) implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of the Recipient's

- measures to ensure the privacy and security of the records collected, created, used and disclosed to carry out the Project and comply with the obligations under the Agreement;
- (e) only collect, use and disclose personal information if necessary to carry out the Project and comply with its obligations under the Agreement;
 - (f) ensure that the personal information of Participants, including their contact information, is accurate and up to date;
 - (g) ensure that it provides notice of its collection of personal information under s. 39(2) of FIPPA to each Participant and obtains any consents necessary to carry out its obligations under the Agreement;
 - (h) at the earliest opportunity, obtain and retain the consent of each Participant to the collection, use and disclosure of personal information by the Recipient in carrying out the Project and complying with its obligations under the Agreement in compliance with applicable privacy legislation and the Recipient's privacy policy;
 - (i) on behalf of the Province, provide each Participant with the Notice of Collection of Personal Information and obtain his or her Consent to the indirect collection of personal information set out in the Notice, which is available on the EOPG, retain the signed Consent for a period of seven (7) years and make the signed Consent available to the Province, upon request;
 - (j) not use personal information that was collected for use in carrying out the Project for any other purpose without the informed and voluntary written consent of the Participant;
 - (k) limit access to personal information of Participants to employees, contractors and authorized subcontractors who need the personal information to carry out the Project and ensure the Recipient's compliance with its obligations under the Agreement;
 - (l) ensure that only the TDA Subscriber has access to the EOIS-APPR, using their respective assigned User ID and Private Identification Number (PIN), and otherwise abides by the Terms and Conditions, as may be amended from time to time, and the representations made by the Recipient on the Application for Access to the EOIS-APPR;
 - (m) before disclosing personal information of Participants to employees, contractors and authorized subcontractors, enter into an agreement with them requiring them to be bound by the privacy policy and privacy protection provisions of the Agreement;
 - (n) ensure the security and integrity of any personal information of

Participants collected by implementing, using and maintaining the most appropriate products, tools, measures and procedure to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;

- (o) provide its Participants with access to their own personal information in accordance with applicable privacy legislation and the Recipient's privacy policy;
- (p) ensure the secure and irreversible destruction of records of personal information of Participants when they are no longer needed to carry out the Project or to comply with its obligations under the Agreement;
- (q) notify the Province as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy policy and privacy protection provisions of the Agreement; and
- (r) cooperate with the Province, its contractors, authorized subcontractors and auditors in any investigation into a breach of the privacy policy and privacy protection provisions of the Agreement.

7. Amendments to Article 12.1

Article 12.1 is deleted and replaced with:

12.1 Recipient's Insurance. The Recipient represents and warrants that it has, and will maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, or if the Recipient is a school board, with the Ontario School Boards' Insurance Exchange, 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 two million dollars (\$2,000,000) 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, termination or material change.

8. Amendments to Article 13.1

Article 13.1 is deleted and replaced with:

13.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty or costs on giving at least 14 days' Notice to the Recipient.

SCHEDULE "C"

PROJECT DESCRIPTION AND TIMELINES

The Project will be delivered for the period [ENTER project start date – Month, Day, Year] and [ENTER project end date – Month, Day, Year].

1. Agreement and Guidelines

The Guidelines are designed as a resource to assist the Recipient in carrying out, administering and managing the Project under the CODA Program. The Agreement prevails over the Guidelines.

2. Background

The CODA Program provides streamlined training to individuals who want to pursue both a post-secondary diploma and a certificate of qualification. The CODA Program requirements combine apprenticeship in-school learning outcomes and on-the-job training with a post-secondary diploma.

3. Recipient's Roles and Responsibilities

The Recipient will deliver the CODA Program in the Trade to Participants.

The Recipient will:

- (a) begin the delivery of the CODA Program to Participants on [ENTER Program Delivery Start Date];
- (b) end the delivery of the CODA Program to Participants on [ENTER Program Delivery End Date];
- (c) offer a total of [ENTER Number of Intakes for the Project] Intakes;
- (d) serve a maximum of [ENTER Maximum Number of Participants] Participants for all Intakes;
- (e) ensure the CODA Program being delivered to Participants includes the following components:
 - (i) delivery of the diploma program component for the Trade consistent with the Minister's Binding Policy Directive on Framework for Programs of Instruction which is available at <http://caat.edu.gov.on.ca>;
 - (ii) delivery of all apprenticeship learning outcomes set out in the Apprenticeship Curriculum Standards for the Trade;
 - (iii) a minimum of four months paid on-the-job-training in accordance with the Apprenticeship Training Standards for the Trade; and
 - (iv) at least two business or entrepreneurship courses regarding how to start or run a small business.

- (f) ensure that Participants are provided with comprehensive information on the CODA Program requirements and expectations for all components;
- (g) allow for various entry and exit points for Participants;
- (h) ensure that Participants are entered into the EOIS-APPR as program Participants upon starting the training; and
- (i) advise Participants of the apprenticeship scholarship, the loans for tools program and other grants and incentives available to Apprentices and employers.

4. Diploma and Apprenticeship In-School Training Components

The Recipient will:

- (a) deliver the training described in the Apprenticeship Curriculum Standards for [ENTER Trade Name] [ENTER Trade Code]. This is a [ENTER Trade Type: voluntary or compulsory] trade governed by the OCTAA;
- (b) ensure that instructors hold a valid certificate of qualification in the Trade issued by OCOT, that is not suspended, if the Trade is a compulsory trade;
- (c) ensure that the diploma and apprenticeship training is delivered in no more than four (4) full-time semesters. The majority of the in-school apprenticeship training will be delivered in the first two semesters. Additional in-school diploma and apprenticeship in-school training outside of the four semesters will be achieved on a part-time basis and will not be funded under the Agreement; and
- (d) ensure that Participants are provided with all available supports to ensure successful in-school diploma and apprenticeship training and encourage full attendance.

5. On-the-job-training Component

In delivering the on-the job component, the Recipient will:

- (a) establish groups that provide ongoing advice and support to the Recipient;
- (b) collaborate with staff designated by the Province to ensure that Participants are Apprentices prior to participating in on-the-job work placements within the CODA Program;
- (c) ensure that Sponsors do not enter into Registered Training Agreements with Participants until on-the-job work placements have been arranged;
- (d) provide placement support to Participants who have not entered into a Registered Training Agreement;
- (e) initiate and maintain ongoing communication and collaboration with Sponsors to ensure that Sponsors:
 - (i) provide information to Participants regarding on-the-job training responsibilities and expectations;

- (ii) interview Participants to prepare for employment;
 - (iii) develop opportunities for short- and long-term employment;
 - (iv) ensure that Participants are provided with workplace-based training in the trade; and
 - (v) network with employers in the community to promote apprenticeship training;
- (f) ensure Sponsors validate and monitor on-the-job training each Participant receives;
 - (g) work with Sponsors to provide comprehensive work placement services to support Participants in securing and maintaining relevant paid employment such as:
 - (i) ensuring that a new training agreement is signed and registered with the Province when a Participant finds a new Sponsor; and
 - (ii) providing referrals and access to career centres and their services such as resume writing, interview techniques, career planning and job seeking; career information sessions or job fairs;
 - (h) ensure that the paid on-the-job training will be Trade-appropriate and that the training is provided as outlined in the Apprenticeship Training Standards;
 - (i) ensure that all employment placements comply with all legislation and regulations. In particular, the Recipient will ensure that the Participants are covered under WSIB or private workplace insurance while attending on the job training; and
 - (j) ensure that the Participants are placed with employers who have been approved as eligible to deliver the on-the-job training by the Province.

6. Participant Eligibility Requirements

The Recipient will ensure that Participants meet the following eligibility requirements:

- (a) meet the admission criteria set out in the Minister's Binding Policy Directive on Admissions Criteria for the diploma program which is posted on the Province's website at <http://caat.edu.gov.on.ca> and are registered in the diploma program.
- (b) meet any academic entry requirement required to be an Apprentice in the Trade;
- (c) are at least 16 years of age; and
- (d) are Apprentices prior to participating in the on-the-job-training component.

7. Key Performance Indicators and Evaluation

The Recipient will:

- (a) participate in the ongoing Key Performance Indicator (KPI) collection process, including:
 - (i) the Graduate/Employer Survey;
 - (ii) the Student Satisfaction Survey; and
 - (iii) the graduation rate calculation in the college which tracks CODA graduate employment and training outcomes, CODA Participant satisfaction with their training and CODA student graduation rates.

- (b) ensure that Participants of the CODA Program participate in the Ministry Evaluation Framework, which will be developed by the Province for use by all providers of the CODA Program. The evaluation framework will include performance measures based on the following CODA Program outcomes:
 - (i) Number of increased new Apprentices;
 - (ii) Number of CODA Participants that attain their diplomas;
 - (iii) Number of CODA Participants that continue to work towards certification (certificate of apprenticeship/certificate of qualification);
 - (iv) Number of Participants who successfully complete the CODA Program that fill local labour market high demand trades; and
 - (v) Percentage of employer/sponsor and Participant satisfaction with the CODA Program.

8. Fees

The Recipient will establish tuition fees for the CODA Program in accordance with the Minister's Binding Policy Directive on Tuition and Ancillary Fees as detailed in the related operating procedure. This document may be found on the Province's website at <http://caat.edu.gov.on.ca>.

9. Monitoring

Monitoring, under the Agreement, will be a collaborative effort between the Recipient and staff designated by the Province. Its aim is to support the CODA Program's practice of continuous improvement.

Some of the activities that can be expected during the life cycle of an Agreement include:

- (a) activity and financial reporting;
- (b) on-site compliance and evaluation visits;
- (c) discussions via telephone; and
- (d) correspondence by mail or e-mail.

**SCHEDULE “D”
BUDGET**

2017-2020

Budget for Site ID Number: <Insert Budget for Site ID Number: e.g. 4490A>

FUNDING CATEGORIES	AMOUNT
<p>Start-Up Not to exceed \$25,000. Only provided if the Recipient will be carrying out the Project under the CODA Program, for the first time. This amount must be reconciled on year-end reporting.</p>	\$ [ENTER Start-Up Fund Amount]
<p>Marketing and Promotion Not to exceed \$15,000. This amount must be reconciled on year-end reporting.</p>	\$ [ENTER Marketing and Promotion Funds Amount]
<p>In-Class Training As applicable, payment is calculated at \$3,500 per confirmed Participant per semester for 4 semesters or payment is calculated at \$4,666 per confirmed Participant per semester for 3 semesters.</p>	\$ [ENTER In-Class Training Funds Amount]
<p>On-the-job Placement and Monitoring Payment is calculated at \$500 per Participant who is successfully placed in a paid work placement. This is funded only once per Intake.</p>	\$ [ENTER On-the-Job Placement and Monitoring Funds Amount]
<p>Maximum Site Budget</p>	\$ [ENTER Maximum funds]

SCHEDULE "E"

PAYMENT PLAN

2017-2020

Maximum Number of Participants funded: <Insert Maximum Number of Participants>

PAYMENT DATE OR MILESTONE	AMOUNT
Initial payment (for Start-Up and Marketing and Promotion):* Upon signing of the Agreement and receipt of the Recipient's Certificate of Insurance	\$ [ENTER Initial Amount]
Receipt and Approval of Interim Report 1**	\$ [ENTER 1 st Payment Amount]
Receipt and Approval of Interim Report 2 **	\$ [ENTER 2 nd Payment Amount]
Receipt and Approval of Interim Report 3 **	\$ [ENTER 3 rd Payment Amount]
Receipt and Approval of Interim Report 4 **	\$ [ENTER 4 th Payment Amount]
Receipt and Approval of Interim Report 5 **	\$ [ENTER 5 th Payment Amount]
Receipt and Approval of Interim Report 6 **	\$ [ENTER 6 th Payment Amount]
Receipt and Approval of Interim Report 7 **	\$ [ENTER 7 th Payment Amount]
Receipt and Approval of Interim Report 8 **	\$ [ENTER 8 th Payment Amount]
Receipt and Approval of Interim Report 9 **	\$ [ENTER 9 th Payment Amount]
Receipt and Approval of Interim Report 10 **	\$ [ENTER 10 th Payment Amount]
Final payment ***	\$ [ENTER Final Payment Amount]

Initial payment

* Spending relevant to the items in this disbursement must be reconciled on year-end financial reporting.

Interim Reports

** Payment calculation is determined by actual Participant numbers reported **and confirmed** at the time of each interim report.

*** 50% of the second to last payment is withheld and then released upon receipt and approval of the final report by the Province.

SCHEDULE “F”
REPORTING

1. Interim Report 1

Due Date: [ENTER Interim Report 1 due date]

2. Interim Report 2

Due Date: [ENTER Interim Report 2 due date]

3. Interim Report 3

Due Date: [ENTER Interim Report 3 due date]

4. Interim Report 4

Due Date: [ENTER Interim Report 4 due date]

5. Interim Report 5

Due Date: [ENTER Interim Report 5 due date]

6. Interim Report 6

Due Date: [ENTER Interim Report 6 due date]

7. Interim Report 7

Due Date: [ENTER Interim Report 7 due date]

8. Interim Report 8

Due Date: [ENTER Interim Report 8 due date]

9. Interim Report 9

Due Date: [ENTER Interim Report 9 due date]

10. Interim Report 10

Due Date: [ENTER Interim Report 10 due date]

11. Final Report

Due Date: [ENTER Final Report due date]

12. Statement of Revenue and Expenditures 1

Due Date: June 15, 2018

13. Statement of Revenue and Expenditures 2

Due Date: June 14, 2019

14. Statement of Revenue and Expenditures 3

Due Date: June 19, 2020

15. Auditor's Report

Due Date: [ENTER Auditor's Report due date]

16. Reports specified from time to time

On a date or dates specified by the Province.

Report Details

1. Each Interim Report will outline progress on the Project, including :
 - (a) the actual number of Participants (headcounts) and the number that have completed each component of the program;
 - (b) a list of Participants in the CODA Program and an indication of their status (i.e. Level 1, 2 or 3 in apprenticeship training; Certificate or Diploma);
 - (c) description of the employers and work placement activities;
 - (d) description of marketing and promotion activities;
 - (e) description of outreach strategies, involvement with employers, industry groups and the Sponsor;
 - (f) the successes and challenges with the CODA Program delivery, including work with employers and industry representatives; and
 - (g) the actual number of Participants to date and the number that have completed each component of the CODA Program.

2. At the end of each semester the Recipient will ensure that its TDA Subscriber enters into the EOIS-APPR the pass or fail information for each Participant.
3. The Final Report will be based on the Interim Report template and will include:
 - (a) a list of Participants, indication of their status (i.e. Level 1, 2 or 3 in apprenticeship training; Certificate or Diploma) and whether they have passed or failed;
 - (b) description of the employers and work placement activities;
 - (c) a narrative describing the successes and challenges of the CODA Program;
 - (d) the number of Participants who have completed in-school training;
 - (e) the number of Participants who found work in the Trade and will continue apprenticeship training;
 - (f) a commitment to submit data 12-16 months after Final Report on proportion of Participants who 3 and 12 months after completion, are employed, unemployed, or continuing in another program;
 - (g) identification of any issues or concerns regarding the delivery of the CODA Program, and recommendations;
 - (h) proportion of Participants satisfied with service received upon completion of the CODA Program;
 - (i) a commitment to submit data 12-16 months after Final Report on proportion of Participants who 3 and 12 months after completing the Program indicate their training helped prepare them for future employment; and
 - (j) average hourly earnings of Participants (if applicable).
4. The Interim Reports and the Final Report will be submitted using a template provided by the Province to both the Service Delivery Manager at the Employment and Training Division Regional office and to the Provincial Contact set out in section 18.1 of the Agreement.
5. The Recipient will submit Reports and/or data securely, by one of the following methods:
 - (a) PKI encrypted e-mail
 - (b) Password protected -- If the Recipient is unable to encrypt the e-mail, the MS document will be password protected and may be sent by regular e-mail. In this case, the Recipient will protect the document with a strong password of at least eight and ideally 14 or more characters which include a combination of upper and lower case letters, numbers and symbols rather than dictionary words. In such cases, the Recipient will send the password to the Province by separate e-mail.

6. The Recipient will ensure that all activities directly associated with the Project and funded under the Agreement are not funded by any other source of government funding.
7. The Statement of Revenue and Expenditures Report template is provided by the Province and available online at the EOPG in accordance with the Audit and Accountability Requirements.
8. The Recipient will ensure that participants who are claimed under Second Career College Tuition Differential (SC-CTD) are not included in the Project.

SCHEDULE "G"

PERFORMANCE COMMITMENTS

Performance Commitments for Site ID Number: <Insert Budget for Site ID Number: e.g. 4490A>

Number of Intakes	[ENTER Number of Intakes for the Project]
Maximum number of Participants	[ENTER Maximum Number of Participants]
Maximum number of approved semesters	[ENTER Number of In-School Semesters]

DELIVERY NOTES:

1. The amount of each payment is calculated and verified based on the number of Participants at the time of each report.
2. Payment is calculated at \$3,500 per **confirmed** participant per semester for 4 semesters **or** payment is calculated at \$4,666 per **confirmed** participant per semester for 3 semesters.
3. There will be a one-time payment of \$500 per Participant for on-the-job placements to support placement activities and monitor work placements.

SCHEDULE “H”

AUDIT AND ACCOUNTABILITY REQUIREMENTS

Note to Auditors and other readers: Schedule “H”, the Audit and Accountability Requirements, must be read in conjunction with the Agreement and its other Schedules.

1. Definitions

In this Schedule, the following terms have the following meanings:

- a. **“Capital Assets”** means capital assets (tangible and intangible), are identifiable assets that meet all of the following criteria:
 - i. are held for use in the provision of services, for administrative purposes, for production of goods or for the maintenance, repair, development or construction of other capital assets;
 - ii. have been acquired, constructed or developed with the intention of being used on a continuing basis;
 - iii. are not intended for sale in the ordinary course of operations; and
 - iv. are not held as part of a collection.

Tangible capital assets include land, buildings and equipment.

Intangible capital assets are identifiable non-monetary assets without physical substance.

- b. **“Multi-agreement holder”** means a Recipient that has two or more agreements with the Province within a single region or across more than one region.
- c. **“Project Accounting”** means that, where a Recipient has multiple projects, all costs will be allocated to a specific Project. These costs will then be reconciled with the sources of funding, ensuring accurate accounting. The Recipient may receive funding from multiple sources. For the purpose of Audit and Accountability Requirements, each Project has a separate source of funding. Project Accounting connects Recipient funding with Project activities to effectively track the financial progress of a Project.

2. Funding Categories

(a) Start-Up Funds (Not to exceed \$25,000)

This amount is only provided if the Recipient will be carrying out the Project, under the CODA Program, for the first time. This amount must be reconciled on year-end reporting.

(b) Marketing and Promotion Funds (Not to exceed \$15,000)

This amount must be reconciled on year-end reporting.

(c) In-Class Training Funds

As applicable, payment is calculated at \$3,500 per confirmed Participant per semester for 4 semesters or payment is calculated at \$4,666 per confirmed Participant per semester for 3 semesters.

(d) On-the-job Placement and Monitoring Funds

Payment is calculated at \$500 per Participant who is successfully placed in a paid work placement. This is funded only once per Intake. Funds cannot be used for termination and severance costs.

3. Financial Considerations

(a) Funds

Recipients' use of Funds is also subject to the following limits:

- (i) In situations of co-location of the Project with other programs and services, Project funds must only be used to cover costs directly related to the delivery of the Project; this must be managed by applying Project Accounting principles;
- (ii) The Recipient must obtain prior written approval from the Province to shift funds between funded sites or communities;
- (iii) The Recipient must not transfer funds between budget lines (as set out in Schedule "D") unless it obtains the prior written consent of the Province; and
- (iv) The Recipient should not anticipate additional funds, although the Recipient should discuss any issues with the Province.

(b) Interest Earned

The Agreement sets out the requirements on Interest Earned.

If the Recipient fails to identify interest earned in Statement of Revenue and Expenditure Reports, then the following applies:

- (i) The Province will deem interest to have been earned based on the average of unspent Funds reported on the SRERs using the current interest rate charged by the Province of Ontario on accounts receivable. This deemed interest amount will be considered revenue of the Recipient for the purposes of the SRERs; and
- (ii) Such failure will be considered an Event of Default in accordance with section 15.1 of the Agreement.

(c) **Bank Account**

The Agreement sets out the requirements regarding deposit of the Funds into an interest bearing account in 4.6 of the Agreement.

Although maintaining a separate bank account for Funds received from the Province is not a requirement under the Agreement, it is a strongly recommended practice.

(d) **Capital Assets**

The Recipient is not required to report capital asset expenditures to the Province. However, the Recipient will maintain a separate record of capital asset expenditures for audit purposes in accordance with Article 7.2 of the Agreement.

(e) **Disposition of Assets**

The Agreement sets out the requirements on Disposition of Assets.

Any money earned on the disposition of assets will be reported on the SRER (and any other reports specified by the Province) in the period when disposition of the asset occurs.

(f) **Deficits**

The Recipient is accountable for managing the Funds and required to remain within its approved site allocations (per Schedule “D” of the Agreement). The Recipient will request prior written approval from the Province for an anticipated over-expenditure. Each request will be individually evaluated. The Recipient will

enclose copies of overspending approval documents from the Province with their financial reports.

(g) **Tax Rebates**

Reporting Province program expenditures net of tax rebates:

The Recipient will report all program expenditures net of any tax rebates or input tax credits.

Sample

Amount Recipient spent on goods/services		\$100.00
Amount of tax paid (example 13%)	\$13.00	
Less amount of tax rebate claimed (where rebate equals 80%)	<u>-\$10.40</u>	
Amount of tax expenditure	<u>\$ 2.60</u>	
Amount reported as Province Project expenditure		<u>\$102.60</u>

4. Instructions for Reports Required

Reports are complete if they are signed by a person with authority to bind the Recipient. Payments will be delayed if complete Reports are not received by identified due dates as directed by and in the form required by the Province.

(a) **Statement of Revenue and Expenditure Report (SRER)**

The Recipient will submit to the Province SRER(s) as required for **in accordance with the instructions set out in Schedule “F”**. The SRER(s) are used as the basis for the Province’s annual Reconciliation Report.

The Province will provide the Recipient with a template for the SRER available on the EOPG. The Recipient will complete the SRER(s) as directed by and in the form required by the Province.

Each SRER will verify that:

- (i) Funds have been applied to costs directly related to the Project;
- (ii) Shared costs have been properly apportioned to the Project using Project Accounting principles;
- (iii) Funds received in prior years for a similar project have not been included;

- (iv) Funds and expenditures from other sources have not been included in the Report;
- (v) Project reported expenditures are net of tax rebates, credits and refunds referred to in section 4.9 of the Agreement;
- (vi) Interest earned on Funds has been credited to the Project;
- (vii) Money earned on the disposition of assets has been credited to the Project and maintained in an interest-bearing bank account; and
- (viii) Funds that were provided prior to the immediate need for them were maintained in an interest-bearing bank account.

(c) **Auditor's Report**

The Recipient will obtain an Auditor's Report when the Maximum Funds (set out in Schedule "B" of the Agreement) total \$100,000 or more. The audit of all SRERs will be conducted by an external auditor in accordance with Canadian Generally Accepted Auditing Standards. The auditor should verify, at a minimum, that proper and distinct accounts and records are maintained for program funds/expenditures by each budget line. The Auditor's Report will include an opinion on the SRER(s). The Auditor will attach the SRER(s) reviewed with the Auditor's Report. Upon receipt of the Auditor's Report, the Recipient will submit the full report to the Province as directed by and in the form required by the Province.

A sample Auditor's Report that meets the Province's requirements is set out below.

Important Note: If additional details or corrections are necessary on any of the SRER(s), the Recipient's external auditor will verify any revisions in writing. The Province cannot accept unaudited information provided by a Recipient in support of their SRER(s).

Sample Auditor's Report
(Includes all sites)

Auditor's Report to the Government of Ontario
Ministry of Advanced Education and Skills Development

At the request of the [Recipient Name], we have audited all of the Co-op Diploma Apprenticeship Program Statement of Revenue and Expenditure Report(s) (SRER)(s) of the [Recipient Name] for the term of the Agreement ended [End of Agreement Date].

The SRER(s) were prepared by [Recipient Name] pursuant to the Ministry of Advanced Education and Skills Development's Co-op Diploma Apprenticeship Program Audit and Accountability Requirements for [Effective date of the Agreement] to [End of Agreement Date]. This financial information is the responsibility of the [Recipient Name] management. Our responsibility is to express an opinion on this financial information based on our audit.

We conducted our audit in accordance with Canadian Generally Accepted Auditing Standards. Those standards require that we comply with ethical requirements and plan and perform an audit to obtain reasonable assurance whether the financial information is free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial information. An audit also includes assessing the appropriateness of accounting policies used and the reasonableness of accounting estimates, if any, made by management, as well as evaluating the overall presentation of financial information.

In our opinion, this report presents fairly, in all material respects, the revenue and expenditure of the Project for the year ended [Month, Day, Year] in accordance with the Ministry of Advanced Education and Skills Development's Co-op Diploma Apprenticeship Program Audit and Accountability Requirements for [Effective date of the Agreement] to [End of Agreement Date].

I attach a copy of the SRER(s) provided by the [Recipient name] used in my audit.

Licensed Public Accountant under the Public Accounting Act, 2004.

(Name)
(Title)
(Date)