

THE AGREEMENT effective as of [MTCU\_ETD\_Agreement\_Effective\_Date]

B E T W E E N:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as  
represented by the Minister  
of Training, Colleges and Universities**

(the “Ministry”)

- and -

[Supplier Name]

(the “Recipient”)

**Background:**

This Agreement defines the terms and conditions of Funds to be used by the Recipient to carry out labour market planning and partnership development activities.

**Consideration:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1  
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 background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- e) “include”, “includes” and “including” shall not denote an exhaustive list.

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

**“Action Plan”** means a written document provided by the Recipient that identifies current labour market conditions, determines goals, develops strategies and priorities for action to address a local labour market issue that is determined by community consensus.

**“Agreement”** means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 27.1, the Audit and Accountability Requirements and any amending agreement entered into pursuant to section 33.2.

**“Audit and Accountability Requirements”** means the Audit and Accountability Requirements for Local Boards. Despite section 33.2 of the Agreement, this document may be amended from time to time at the sole discretion of the Ministry and such amendment shall become effective when the Ministry gives Notice to the Recipient. These requirements are available on the EOPG.

**“BPSAA”** means *the Broader Public Sector Accountability Act, 2010* (Ontario) including any directives issued pursuant to that Act.

**“Budget”** means the budget attached to the Agreement as Schedule “B”.

**“Business Plan”** means the plan submitted by the Recipient and approved by the Ministry that is attached to the Agreement as Schedule “F”.

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

**“EOPG”** means the Employment Ontario Partners’ Gateway web site available at: [www.eopg.ca](http://www.eopg.ca).

**“Event of Default”** has the meaning ascribed to it in section 14.1.

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

**“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 Ministry 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.

**“Local Boards Online Partnership Database”** means the publicly accessible online database of Local Boards partnership records listing summary information for each Partnership Project such as project description, outcomes, key organizational partners and financial contributions available at: [www.workforceplanningontario.ca](http://www.workforceplanningontario.ca).

**“Manual”** means the Local Boards Operational and Reporting Requirements as amended from time to time at the sole discretion of the Ministry that is available on the EOPG.

**“Maximum Funds”** means \$[@MTCU\_ETD\_Total\_Contract\_Value@].

**“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 Ministry considers it reasonable to extend that time.

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

**“Partnership”** means a relationship between the Recipient and one or more organizations or entities that have compatible goals related to workforce and labour market development and who work together to advance the local labour market.

**“Partnership Project”** means a project undertaken by a Partnership described in the Business Plan.

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

**“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act*, S.C. 2000, c. 5, as amended.

**“Project”** means the undertaking described in Schedule “A”.

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

## **ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

- 2.1 **General.** The Recipient represents, warrants and covenants that:
- (a) it is, and shall 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 shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
  - (c) any information the Recipient provided to the Ministry 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 shall continue to be true and complete for the term of the Agreement;
  - (d) it has provided, and shall 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
  - (e) it has taken, and shall 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.
- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
  - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the term of the Agreement:
- (a) a code of conduct and ethical responsibilities including a policy on protection of privacy in accordance with PIPEDA, if applicable, or that is consistent with the Canadian Standards Association Code for the Protection of Personal Information and that is publicly available, and a policy on conflict of interest, 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;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of 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; and
- (h) procedures 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 shall provide the Ministry with proof of the matters referred to in this Article 2.

### **ARTICLE 3 TERM OF THE AGREEMENT**

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on [@MTCU\_ETD\_Agreement\_End\_Date@] unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

### **ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT**

4.1 **Funds Provided.** The Ministry shall:

- (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 schedule attached to the Agreement as Schedule "C".

- 4.2 **Funds Deposited.** The Funds shall be deposited into an account designated by the Recipient as an account that resides at a Canadian financial institution and is in the name of the Recipient:
- (a) by the Ministry where Funds are deposited by electronic transfer; or
  - (b) by the Recipient where Funds are not deposited by electronic transfer.
- 4.3 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Ministry is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
  - (b) the Ministry is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
  - (c) the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1; and
  - (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Ministry does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Ministry is not obligated to make any such payment, and, as a consequence, the Ministry may:
    - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
    - (ii) terminate the Agreement pursuant to section 13.1.
- 4.4 **Use of Funds and Project.** The Recipient shall:
- (a) carry out the Project:
    - (i) in accordance with the terms and conditions of the Agreement; and
    - (ii) 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;
  - (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) meet the performance commitments described in 'Schedule E'.

- 4.5 **No Changes.** The Recipient shall not make any changes to the Project and/or the Budget without the prior written consent of the Ministry.
- 4.6 **Interest Bearing Account.** If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account, which earns interest on the entire balance of Funds in the account, in the name of the Recipient at a Canadian financial institution.
- 4.7 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.
- 4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall 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.

## **ARTICLE 5**

### **ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition of Goods and Services.** Subject to section 31.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a fair and transparent process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded **\$1,000** at the time of purchase.

## **ARTICLE 6 CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall 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 and the use of the Funds.

- 6.3 **Disclosure to Ministry.** The Recipient shall:
- (a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
  - (b) comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure.

## **ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW**

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Ministry at the address provided in section 18.1, or in a manner set out in Schedule "D", all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Ministry from time to time;
  - (b) submit to the Ministry at the address provided in section 18.1, or in a manner specified by the Ministry, any other reports as may be requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry;
  - (c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; 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 shall keep and maintain, both during the term of this Agreement and for a period of seven (7) years after,;

- (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;

including but not limited to, records and documents containing personal information within the meaning of PIPEDA.

7.3 **Inspection.** The Ministry, its authorized representatives or an independent auditor identified by the Ministry 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, the compliance with the Agreement and the Recipient's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.

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

7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.

7.6 **Auditor General.** For greater certainty, the Ministry'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).

## **ARTICLE 8 ACKNOWLEDGEMENT**

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Agreement or the Project, including but not limited to any report, announcement, advertisement, brochure, audio-visual material, design, website or other public communication.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Agreement or the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Ministry.
- 8.3 **Visual Identity and Communications.** The Recipient shall comply with the Visual Identity and Communications Guidelines for Employment Ontario Services, which may be amended from time to time at the sole discretion of the Ministry, available on the Employment Ontario Partners' Gateway web site at <http://www.eopg.ca>

## **ARTICLE 9 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY**

- 9.1 **FIPPA.** The Recipient acknowledges that the Ministry is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Ministry is not in breach of its obligations under FIPPA.
- 9.2 **Disclosure.** The Recipient acknowledges that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with FIPPA.
- 9.3 **Protection of Privacy.** The Recipient represents and warrants that it shall protect privacy in accordance with PIPEDA, if applicable, and its privacy policy described in section 2.3(a). Without limitation, the Recipient shall:
- (a) designate an experienced official who shall be responsible for ensuring the Recipient's compliance with its privacy policy and the privacy protection provisions of the Agreement;
  - (b) make the designated privacy official aware of the privacy protection provisions of the Agreement;
  - (c) implement appropriate privacy protection training of employees and contractors who have access to personal information to carry out the Project;

- (d) only collect, use and disclose personal information if necessary to carry out the Project and comply with its obligations under the Agreement;
- (e) at the earliest opportunity, obtain and retain the consent of any individual 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 PIPEDA, if applicable, and the Recipient's privacy policy;
- (f) 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 individual;
- (g) limit access to personal information to employees and contractors who need the personal information to carry out the Project and to ensure the Recipient's compliance with its obligations under the Agreement;
- (h) before disclosing personal information to employees and contractors, enter into an agreement with them requiring them to be bound by the Recipient's privacy policy and the privacy protection provisions of the Agreement;
- (i) ensure the security and integrity of any personal information 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;
- (j) provide individuals with access to their own personal information in accordance with PIPEDA, if applicable, and the Recipient's privacy policy;
- (k) ensure the secure and irreversible destruction of records containing the personal information when they are no longer needed to carry out the Project or to comply with the Recipient's obligations under the Agreement;
- (l) notify the Ministry as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy protection provisions of the Agreement;
- (m) cooperate with the Ministry and its contractors and auditors in any audit of or investigation into a breach of the privacy protection provisions of the Agreement; and
- (n) implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Ministry 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 in carrying out the Project and complying with the obligations under the Agreement.

## **ARTICLE 10 INDEMNITY**

**10.1 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 Ministry.

## **ARTICLE 11 INSURANCE**

**11.1 Recipient's Insurance.** The Recipient represents and warrants that it has, and shall 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 two million dollars (\$2,000,000) per occurrence. The policy shall 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;
- (d) a 30 day written notice of cancellation, termination or material change; and
- (e) non-owned automobile coverage with blanket contractual coverage for hired automobiles.

**11.2 Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, and renewal replacements on or before the expiry of any such insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

## **ARTICLE 12 TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Ministry may terminate the Agreement at any time upon giving at least 6 months' Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Ministry.** If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:
- (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/or
  - (c) determine the reasonable costs for the Recipient to wind down the Project and:
    - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
    - (ii) subject to section 4.8, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

## **ARTICLE 13 TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.3(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:
- (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/or
  - (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 13.2(b).

- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not provide additional Funds to the Recipient.

**ARTICLE 14**  
**EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR**  
**DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the Ministry, 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; and/or
    - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
  - (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
  - (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; and
  - (d) the Recipient ceases to operate.
- 14.2 **Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:
- (a) initiate any action the Ministry 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 Ministry 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 Ministry provided to the Recipient; and/or
- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Ministry provides the Recipient with an opportunity to remedy the Event of Default, the Ministry shall provide Notice to the Recipient of:

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

14.4 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2 (b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Ministry 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 Ministry,

the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2 (a), (c), (d), (e), (f), (g), (h) and (i).

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

**ARTICLE 15  
FUNDS AT THE END OF A FUNDING YEAR**

- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Ministry may:
- (a) demand the return of the unspent Funds; or
  - (b) adjust the amount of any further instalments of Funds accordingly.

**ARTICLE 16  
FUNDS UPON EXPIRY**

- 16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

**ARTICLE 17  
REPAYMENT**

- 17.1 **Debt Due.** If:
- (a) the Ministry demands the payment of any Funds or any other money from the Recipient; or
  - (b) the Recipient owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry,
- such Funds or other money shall be deemed to be a debt due and owing to the Ministry by the Recipient and the Recipient shall pay or return the amount to the Ministry immediately, unless the Ministry directs otherwise.
- 17.2 **Interest Rate.** The Ministry 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.
- 17.3 **Payment of Money to Ministry.** The Recipient shall pay any money owing to the Ministry by certified cheque or bank draft payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.



**ARTICLE 18  
NOTICE**

18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry and the Recipient respectively as set out below or as either Party later designates to the other by Notice:

**To the Ministry:**

Ministry of Training, Colleges and Universities  
[@MTCU\_ETD\_Contract\_MTCU\_Contact\_Address@]

**Attention:**

[@MTCU\_ETD\_Contract\_MTCU\_Contact\_Name@]  
[@MTCU\_ETD\_Contract\_MTCU\_Contact\_Title\_01@]

**Email :**

[@MTCU\_ETD\_Ministry\_Email\_Address@]

**Fax:**

[@MTCU\_ETD\_Contract\_MTCU\_Contact\_Fax@]

**To the Recipient:**

[@Supplier Name@] [Supplier Address Line1@]  
[Supplier City@], ON  
[Supplier Zip Code@]

**Attention:**

[@MTCU\_ETD\_Contract\_SP\_Contact\_Name@]  
[@MTCU\_ETD\_Contract\_SP\_Contact\_Title@]

**Email :**

[@MTCU\_ETD\_SP\_Email\_Addresses@]

**Fax:**

[@MTCU\_ETD\_Contract\_SP\_Contact\_Fax@]

18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

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

**ARTICLE 19  
CONSENT BY MINISTRY**

- 19.1 **Consent.** The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

**ARTICLE 20  
SEVERABILITY OF PROVISIONS**

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

**ARTICLE 21  
WAIVER**

- 21.1 **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 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22  
INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry and the Recipient shall not take any actions that could establish or imply such a relationship.

**ARTICLE 23  
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE 24 GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in Ontario.

## **ARTICLE 25 FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall 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.

## **ARTICLE 26 SURVIVAL**

- 26.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.7(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Ministry to the satisfaction of the Ministry), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8, 9 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2, (d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 26, 27, 29, 30 and 33, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

## **ARTICLE 27 SCHEDULES**

- 27.1 **Schedules.** The Agreement includes the following schedules:
- (a) Schedule "A" - Project Description;
  - (b) Schedule "B" - Budget;
  - (c) Schedule "C" - Payment;
  - (d) Schedule "D" - Reports;
  - (e) Schedule "E" - Performance Commitments; and
  - (f) Schedule "F" - Business Plan

## **ARTICLE 28 COUNTERPARTS**

- 28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

## **ARTICLE 29 JOINT AND SEVERAL LIABILITY**

- 29.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Ministry for the fulfillment of the obligations of the Recipient under the Agreement.

## **ARTICLE 30 RIGHTS AND REMEDIES CUMULATIVE**

- 30.1 **Rights and Remedies Cumulative.** The rights and remedies of the Ministry 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.

## **ARTICLE 31 BPSAA**

- 31.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

## **ARTICLE 32 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 32.1 **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 a Crown agency;
  - (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,

then such Failure shall be deemed to be an event of default under the Agreement and the Ministry may, at any time, take one or more of the actions set out in section 14.2(a), (c), (f), or (i).

### **ARTICLE 33 ENTIRE AGREEMENT**

- 33.1 **Entire Agreement.** The Agreement 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.
- 33.2 **Modification of Agreement.** At any time prior to its expiry, the Agreement may be amended by a document in writing, dated and signed by the Parties.

Sample

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 Training, Colleges and  
Universities

---

**Name:** **[@MTCU\_ETD\_Contract\_MTCU\_Signatory\_Name@]**

**Title:** **[@MTCU\_ETD\_Contract\_MTCU\_Signatory\_Title@]**

**[@Supplier Name@]**

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**Name:**

**Position:**

---

**Name:**

**Position:**

---

**Date:**

I/We have authority to bind the Recipient.

## **SCHEDULE “A”**

### **PROJECT DESCRIPTION**

#### **1. AGREEMENT AND MANUAL**

The Manual is designed as a resource to assist the Recipient in carrying out, administering and managing the Project. The Agreement prevails over the Manual.

#### **2. RECIPIENT’S ROLES AND RESPONSIBILITIES**

##### **Local Labour Markets**

The primary role of the Recipient is to help improve the conditions of the local labour markets.

The Recipient shall:

- i. ensure public access to accurate, timely and relevant local labour market information, interpreted with a local labour market context, as the foundation for evidence-based planning and analysis;
- ii. support stronger linkages among local employment and community services and resources through a comprehensive engagement process focusing on stakeholders needs;
- iii. identify local labour market issues and contribute to a better
- iv. understanding of employment opportunities and workforce development needs in the community; and
- v. facilitate a local labour market Action Plan where stakeholders agree to initiate and/or implement joint actions to address local labour market issues of common interest.

##### **French Language Requirements**

The Recipient shall make the following information and documentation available to the public in both official languages:

- i. The Local Labour Market Planning document described in section 3 below; and
- ii. The Ministry approved Partnership Project records in the Local Boards Online Partnership Database.

The Recipient shall develop a policy pertaining to the translation of other materials/products, which may include but not be limited to documents such as:

- planning documents, research reports, newsletters, press releases, job ads, member recruitment, marketing materials, administrative practices and procedures, governance (such as bylaws, board minutes etc.) and any other document not listed above;
- any publication, report, marketing materials or other similar documents, available in print form and/or online, that is a product of a Partnership Project achieved under the Agreement; and
- any publication, report, marketing materials or other similar documents, available in print form and/or online, that is the product of an activity or project approved by the Ministry under the Special Project Fund, if applicable, described in the Business Plan.

### **Consultation Process**

The Recipient shall facilitate consultations with employers, Employment Ontario (EO) service providers, community organizations, local educational institutions and government agencies to:

- i. validate key findings from data analysis and research with local employers and other community stakeholders to identify issues such as, but not limited to, skills shortages and training needs;
- ii. engage EO Service Providers in a planning process that addresses client needs, barriers to employment and other employment related issues;
- iii. identify priority actions that address local needs and support the strategic priorities described in the Manual;
- iv. develop Partnerships relating to priority actions to address local needs; and
- v. identify measurable outcomes to assess progress of Partnership Projects and other Partnership activities.

### **3. LOCAL LABOUR MARKET PLANNING DOCUMENT**

The Recipient shall prepare a Local Labour Market Planning document that includes an overview and analysis of:



- i. the most recent base indicators to identify labour market conditions and significant changes;
- ii. an aggregate of EO client/program outcomes data supplied by the Ministry;
- iii. a summary of consultations facilitated by the Recipient with employers, the EO Service Providers and other stakeholders;
- iv. details of how the plan supports the strategic priorities described in the Manual;
- v. an update on progress of actions from the previous year's Action Plan;
- vi. locally determined action items (including timelines and projected outcomes) that community and other stakeholders; intend to undertake to address local labour market issues; and
- vii. a list of stakeholders including organizations that participated in the consultation process.

The Recipient shall make the Local Labour Market Planning document publically available on its website.

#### **4. PARTNERSHIP PROJECTS**

The Recipient shall:

- i. carry out the Partnership Projects described in the Business Plan;
- ii. lead Partnership Projects and other Partnership activities;
- iii. create a Local Boards Online Partnership Database by April 30, 2014;
- iv. update the Local Boards Online Partnership Database by March 31, 2015; and
- v. record information about each Partnership Project in the Local Boards Online Partnership Database using the following fields;
  - Project type (select the project type for each Partnership)
  - Start and end date
  - Project title
  - Project description - indicating how this activity relates to the local labour market planning priorities and issues
  - Project outcome
  - Key partners/stakeholders
  - Products - indicate what product, if any, may be created i.e. reports, studies, etc.
  - Fiscal data - information on planned financial and/or in-kind contributions from partners using the fields of data available in the database

#### **5. SPECIAL PROJECT FUND**

The Recipient shall carry out any special project described in the approved Business Plan.

## SCHEDULE "B"

### BUDGET

2014 - [:@MTCU\_ETD\_Fiscal\_Yr@]

FUNDING CATEGORIE	AMOUNT
Operating	\$[:@MTCU_ETD_B_Operating@]
Special Project	\$[:@MTCU_ETD_B_SPF@]
Field Support	\$[:@MTCU_ETD_B_Field_Support@]
<b>MAXIMUM FUNDS</b>	<b>\$[:@MTCU_ETD_Total_Contract_Value@]</b>

Site Schedule Number: [:@MTCU\_ETD\_Site\_Schedule\_Number@] Budget  
for Site ID Number: [:@MTCU\_ETD\_SDS\_Number@]

\*See the Audit and Accountability Requirements for information about funding categories.

## SCHEDULE "C"

2014 – [@MTCU\_ETD\_Fiscal\_Yr@]

PAYMENT DATE	AMOUNT
April 2014	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_01@]
May 2014	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_02@]
June 2014	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_03@]
July 2014	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_04@]
August 2014	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_05@]
September 2014	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_06@]
October 2014	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_07@]
November 2014	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_08@]
December 2014	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_09@]
January 2015	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_10@]
February 2015	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_11@]
March 2015	\$[@MTCU_ETD_AMT_Monthly_Payment_Amount_12@]

Pursuant to subsection 4.3(c) of the Agreement, the Ministry may adjust the monthly payment based on an Estimate of Expenditure Report referenced in Schedule "D". For greater certainty, the Maximum Funds shall not be exceeded.

## SCHEDULE "D"

### REPORTS

2014-2015

NAME OF	DUE DATE
<ul style="list-style-type: none"><li>• Mid-Year Partnership Projects Progress Report</li><li>• Local Labour Market Planning document including an updated Action Plan</li></ul>	October 14, 2014
<ul style="list-style-type: none"><li>• Year-End Partnership Projects Report</li><li>• Continuous Improvement and Performance Measurement System (CIPMS) Report</li></ul>	March 31, 2015
Estimate of Expenditure Report	As specified in the Audit and Accountability Requirements
Statement of Revenue and Expenditure Report	
Auditor's Report	
Reports specified from time to time	On a date or dates specified by the Ministry.

### Report Details

1. All report templates and forms shall be provided by the Ministry.
2. The Local Labour Market Planning document shall include the details described in Schedule "A".
3. The Recipient shall not disclose any personal information within the meaning of FIPPA or PIPEDA in the reports.

## SCHEDULE "E"

### PERFORMANCE COMMITMENTS

2014 - [MTCU\_ETD\_Fiscal\_Yr@]

Total Number of Partnership Projects	[MTCU_ETD_T_Number_of_Partnerships@]
--------------------------------------	--------------------------------------

Site Schedule Number: [MTCU\_ETD\_Site\_Schedule\_Number@]  
Performance Commitments for Site ID Number: [MTCU\_ETD\_SDS\_Number@]

**SCHEDULE "F"**

**BUSINESS PLAN**

**The Business Plan is attached.**

Sample