

**ONTARIO TRANSFER PAYMENT AGREEMENT  
ONTARIO HUMAN CAPITAL RESEARCH AND INNOVATION FUND**

**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 entire Agreement; and
- b. agrees to be bound by the terms and conditions contained in the entire 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 1<sup>st</sup> signing officer]

by:

\_\_\_\_\_  
Date

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

Title: [ENTER the title of the Recipient's 2<sup>nd</sup> signing officer]

I/We have authority to bind the Recipient.

## SCHEDULE "A"

### GENERAL TERMS AND CONDITIONS

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#### 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

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

#### **Additional Provisions:**

##### **1. Amendments to Definitions**

The definition for "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:

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

“**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](http://www.eopg.ca).

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

“**Guidelines**” means the Ontario Human Capital Research and Innovation Fund (OHCRIF) Guidelines, which may be amended from time to time at the sole discretion of the Province. The OHCRIF Guidelines are available on the EOPG.

“**OHCRIF**” means the Ontario Human Capital Research and Innovation Fund.

“**OHCRIF 2017-2018 Application Form**” means the application submitted by the Recipient and approved by the Province that is attached to the Agreement as Schedule “G”.

## 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 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.

#### 5. 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 experienced official who will 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 officer aware of the privacy policy and the privacy protection provisions of the Agreement;
- c. implement appropriate privacy protection training of employees, contractors and authorized subcontractors 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 applicable privacy legislation, 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 affected individual;
- g. limit access to personal information 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;
- h. before disclosing personal information to employees, contractors and authorized sub-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 procedures 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 applicable privacy legislation, and the Recipient's protection of privacy policy;
- k. ensure the secure and irreversible destruction of records containing 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 Province as soon as the Recipient becomes aware of a potential or



actual breach of any of the privacy policy and the privacy protection provisions of the Agreement;

- m. cooperate with the Province and its contractors and auditors in any audit of or investigation into a breach of the privacy policy and 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 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 in carrying out the Project and compliance with the obligations under the Agreement.

## **6. 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.

## SCHEDULE “C”

### PROJECT DESCRIPTION AND TIMELINES

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The Project will be delivered for the period of [ENTER project start date] to [ENTER project end date].

#### 1. Agreement and guidelines

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

#### 2. Background

The Ontario Human Capital Research and Innovation Fund (OHCRIF) was established as part of the Canada-Ontario Labour Market Development Agreement to support research and innovative activities.

#### 3. Objective

The objective of the OHCRIF is to support research and innovation projects that identify better ways to help people prepare for, return to or keep employment and become productive participants in the labour force.

#### 4. Roles and responsibilities

The Province provides financial support to eligible researchers through the OHCRIF for the following types of projects:

##### a. Synthesis Projects:

- i. projects may include literature reviews, inter-jurisdictional reviews, and environmental scans; and
- ii. projects that do not require undertaking original research and will focus on integrating and analyzing secondary sources.

**b. Inquiry Projects:**

- i. projects may include case studies, data analysis, discourse/document analysis and evaluation studies;
- ii. projects will include original research using primary qualitative or quantitative sources; and
- iii. projects may rely on single, mixed or multiple research methods.

**c. Doctoral Projects:**

- i. projects may include small-scale synthesis and inquiry projects; and
- ii. projects will be led by a PhD student.

**d. Impact Projects:**

- i. projects may include large-scale synthesis and inquiry projects, cross-sectional and longitudinal studies, large data set analysis, and interdisciplinary collaborative projects;
- ii. projects will be led by a team of researchers; and
- iii. projects may be eligible for up to three years of OHCRIF funding.

**5. Responsibilities of the Recipient**

The Recipient will carry out the Project in accordance with the approved OHCRIF 2017-2018 Application Form including:

- a. applying the Funds towards eligible costs incurred and eligible expenditures made only during the term of the Agreement;
- b. following the OHCRIF Policy on Research Ethics described in section 7 of the Guidelines; and
- c. providing a dissemination strategy in the Final Project Report indicating how the findings of its review or research will be made publicly available.

**6. MONITORING**

Monitoring, under the Agreement, will be a collaborative effort between the Province and the Recipient. The aim is to support the practice of continuous improvement. Some of the activities that can be expected during the life cycle of the 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**

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**Summary**

<b>Total Contract Value [all fiscal years]</b>	<b>#[Total Contract Value]</b>
--	--------------------------------

The Recipient will spend the Funds in accordance with the budget described in the approved OHCRIF 2017-2018 Application Form in Schedule "G".

## SCHEDULE "E"

### PAYMENT PLAN

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#### Payment Date or Milestone

1. Upon:
  - i. signing of the Agreement;
  - ii. receipt of the Recipient's Certificate of Insurance; and
  - iii. receipt of approval of the Research and Ethics Board, if the Project includes humans as subjects.

#### Amount

100% of Maximum Funds

## **SCHEDULE “F”**

### **REPORTING**

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#### **1. Interim Update (Form 1)**

**Due Date:** December 15, 2017 [or Month Day, Year]

- a. The Interim Update Form will inform the Province on the status of research activities, preliminary findings and outstanding issues that may impact timelines or project costs.

#### **2. Estimate of Expenditure Report (Report for April 1, 2017- March 31, 2018)**

**Due Date:** February 23, 2018 [or Month Day, Year]

- a. The Estimate of Expenditure Report(s) will be submitted on the dates set out above, and consistent with the requirements in Schedule “H”.

#### **3. Final Update (Form 2)**

**Due Date:** March 15, 2018 [or Month Day, Year]

- a. The Final Update Form will provide an overview of all aspects of research activities funded through the OHCRIF and a description of how findings will be publically disseminated.

#### **4. Project Report**

**Due Date:** March 15, 2018 [or Month, Day, Year]

- a. The Project Report will accompany the Final Update Form and will include a title page, executive summary, description of the methodology, analysis, key findings and policy implications. This report should be a minimum of 15 to 20 pages, but could be longer depending on the nature and scope of the research. This report will not include any information about an identifiable individual.

## **5. Research Brief**

**Due Date:** March 31, 2018 [or Month Day, Year]

- a. The Research Brief is a concise two-page summary which synthesizes the key elements of the Project Report (i.e. research description, methodology, findings and policy implications). This dissemination tool will be used to provide a comprehensive overview of the project for target audiences in the research and policy community.

## **6. Statement of Revenue and Expenditure Report (for April 1, 2017- March 31, 2018)**

**Due Date:** 60 days after the Agreement end date [or Month Day, Year]

- a. A sample of the Statement of Revenue and Expenditure Report is in the Schedule “H” of this Agreement and will be submitted on the date(s) set out above.

## **7. Auditor’s Report (if applicable)**

**Due Date:** 60 days after the Agreement end date [or Month Day, Year]

- a. The Auditor’s Report will provide an opinion on all fiscal years.
- b. A sample of the Auditor’s report is in the Schedule “H” of this Agreement and will be submitted on the date(s) set out above.

## **8. Reports specified from time to time**

**Due Date:** On a date or dates specified by the Province.

## **Report Details**

All reports will be in a format to be provided by the Province and will not include any personal information in accordance with applicable privacy legislation.



**SCHEDULE “G”**

**PERFORMANCE COMMITMENTS**

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**Approved OHCRIF 2017-2018 Application Form**

The approved OHCRIF 2017-2018 Application Form is attached.

## SCHEDULE “H”

### AUDIT AND ACCOUNTABILITY REQUIREMENTS

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**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

**Funds** are for the direct delivery of all of the components of the Project. Costs related to the provision of the Project that would be considered part of a Recipient's day-to-day operations include, but are not limited to:

- a. **Personnel Costs** – Salaries and stipends for research assistants and trainees and staff and faculty release time. Personnel Costs include:
  - i. Salaries for research assistants (undergraduate, masters, PhD, post-doctoral fellows and non-student research assistants);
  - ii. Salaries for project coordinators (with justification);
  - iii. Stipends for trainees;
  - iv. Stipends for post-doctoral fellows;
  - v. Staff release time for non-faculty researchers and researchers at public/non-profit organizations (up to a maximum of \$700 per day);
  - vi. Faculty course release; and
  - vii. Expenses for other researchers.
  
- b. **Travel Costs** – Travel costs include:

- i. Domestic economy class travel for recipients and research assistants for data collection and dissemination;
  - ii. Conference expenses, including travel, accommodation and conference fees, may not exceed \$1,000 per person. Total conference expenses cannot exceed 10% of the budget sub-total; and
  - iii. Economy class travel for domestic travel and accommodation costs that are directly related to and necessary for the research project.
- c. **Equipment and Other Costs** – Equipment costs (i.e. specialized supplies, equipment leases, and software), financial and non-financial incentives for study participants, and other expenses:
- i. Small equipment (up to \$300 per item) necessary for the project (i.e. hand-held recorders, tablets) and/or specialized software required for the research not normally provided by the researcher's institution; the purchase of items above \$300 will have prior written approval from the Province;
  - ii. Leasing equipment;
  - iii. Paper and stationery for data collection;
  - iv. Costs associated with the dissemination of research (with justification only);
  - v. Financial incentives for study participants;
  - vi. Transportation and childcare costs for study participants provided these costs cannot be covered by another program, and are within reasonable limits of the OHCRIF budget guidelines;
  - vii. Selected publications to support research analysis;

- viii. Data purchases;
  - ix. Publication fees, including costs associated with open access to findings. Total costs may not exceed 10% of the budget sub-total; and
  - x. For Impact Projects only, one desktop or laptop computer (up to \$1,000) may be purchased for project coordination. Recipients will demonstrate the need for the purchase and for any additional costs associated with this purchase.
- d. **Audit Cost** – Recipients may be eligible to receive the OHCRIF funds for their institution to conduct an audit if Funds received total \$100,000 or more.
- e. **Overhead Rate**  
The OHCRIF funds include an overhead rate of 10% applied to the sub-total of all expenses (personnel, travel and equipment costs).

Examples of ineligible costs include:

- i. Per diems and consulting fees for faculty;
- ii. Computers (except for Impact Projects);
- iii. Costs of alcohol and meals;
- iv. Costs of entertainment, hospitality and gifts;
- v. Staff awards and recognition;
- vi. Education-related costs such as tuition and course fees, leading up to a degree;
- vii. Costs related to professional training or development, such as computer and language training;
- viii. Costs involved with the preparation of teaching materials;
- ix. Standard monthly connection or rental costs of telephones;
- x. Connection or installation of lines (telephone or other links) and voice

mail;

- xi. Library acquisitions, computer and other information services provided to all members of an institution;
- xii. Commuting costs of recipients and research personnel between their residence and place of employment, or between two places of employment;
- xiii. Administrative (or management) charges and fees;
- xiv. Compensation-related benefits to recipients of stipends;
- xv. Travel costs to attend the Province's Policy Research Symposium; (Recipients may be eligible for travel costs if they contact the Province prior to the date of the Symposium); and
- xvi. Severance and termination costs.

### **3. Financial Considerations**

#### **a. Funds**

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

- i. Funds are allocated against an identified level of activity;
- ii. In situations of co-location of the Project with other programs and services, Project funds will only be used to cover costs directly related to the delivery of the Project; this will be managed by applying Project Accounting principles;
- iii. Funds cannot be used for renovations for new or existing facilities, with prior written approval from the Province;
- iv. Funds can be used for ongoing purchase of equipment and furniture directly associated with the effective delivery of the Project;
- v. The Recipient will obtain prior written approval from the Province to shift funds between funded sites or communities;

- vi. The Recipient will not transfer funds between budget lines (as set out in Schedule “D”) unless it obtains the prior written consent of the Province; and
- vii. 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 the Estimate of Expenditure Report EER(s) and the Statement of Revenue and Expenditure Report (SRER), then the following applies:

- i. The Province will deem interest to have been earned based on the average of unspent Funds reported on the EER(s) and the SRER 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 EER(s) and the SRER; 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 (for example, EER or SRER as requested by the Province).

**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.

**h. 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><b>\$102.60</b></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. **Estimate of Expenditure Report (EER)**

The Recipient will submit to the Province EER(s) **in accordance with the instructions set out in Schedule “F”**. Each EER will identify the total expenditure for the defined period for each site using the best information available at the time, as well as the forecast of expenditures at March 31 of each year of the Agreement.

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

The Province may adjust payments based on each EER received during the year.

b. **Statement of Revenue and Expenditure Report (SRER)**

The Recipient will submit to the Province SRERs **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. The Recipient will complete the SRER as directed by and in the form required by the Province posted on the EOPG.

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. The Auditor will attach the SRER 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 SRERs, 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.

**Audit and Accountability Requirements**

**Ontario Human Capital Research and Innovation Fund**

For **[Effective Date of the Agreement]** to **[End of Agreement Date]**

**Estimate of Expenditure Report (EER)**

**Please scan and e-mail, fax, or mail a signed copy to the Province in accordance with Schedule “B” of the Ontario Human Capital Research and Innovation Fund Agreement with a copy to:** Hillary Arnold, Manager, Ministry of Advanced Education and Skills Development, Research and Planning Branch, Labour Market Information and Research Unit, Mowat Block, 17th Floor, 900 Bay Street, Toronto, Ontario, M7A 1L2, [hillary.arnold@ontario.ca](mailto:hillary.arnold@ontario.ca), Fax No: 416-326-0601

**Name of Recipient:** \_\_\_\_\_  
**Contract #** NA  
**Site I.D.** NA  
**Recipient contact, if the Province requires clarification:**  
**Name:** \_\_\_\_\_  
**Telephone #:** \_\_\_\_\_

**REPORTING PERIOD**

**Reporting Period: April 1, 2017 – March 31, 2018**

**Please leave spaces here**

	(a) Allocation	(b) Funds Received to Date	(c) Expenditure to Date	d = (b-c) Variance	(e) Forecast of Total Expenditure by March 31, 2018*
<b>Personnel Costs</b>	\$	\$	\$	\$	\$
<b>Travel Costs</b>	\$	\$	\$	\$	\$
<b>Equipment and Other Costs</b>	\$	\$	\$	\$	\$
<b>Audit Cost (if applicable)</b>	\$	\$	\$	\$	\$
<b>Sub-total:</b>	\$	\$	\$	\$	\$
<b>Overhead Rate (10% of sub-total)</b>	\$	\$	\$	\$	\$
<b>Grand Total:</b>	\$	\$	\$	\$	\$

\* Forecast of Total Expenditure column will indicate the total estimated expenditure per budget line from the start of the Project to March 31, 2018. If the Recipient expects that all funds will be expended by March 31, 2018 amounts in Column E will match amounts in Column A.

I certify that the information is true and correct to the best of my knowledge and claimed in accordance with the OHCRIF Agreement.

I have authority to bind the Recipient.

\_\_\_\_\_  
Signature: Authorized Signing Officer

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

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

\_\_\_\_\_  
Date: Year, Month, Day

## Audit and Accountability Requirements

### Ontario Human Capital Research and Innovation Fund

For [Effective Date of the Agreement] to [End of Agreement Date]

### Statement of Revenue and Expenditure Report (SRER)

Please scan and e-mail, fax, or mail a signed copy to the Province in accordance with Schedule "B" of the Ontario Human Capital Research and Innovation Fund Agreement with a copy to: Hillary Arnold, Manager, Ministry of Advanced Education and Skills Development, Research and Planning Branch, Labour Market Information and Research Unit, Mowat Block, 17th Floor, 900 Bay Street, Toronto, Ontario, M7A 1L2, [hillary.arnold@ontario.ca](mailto:hillary.arnold@ontario.ca), Fax No: 416-326-0601

Name of Recipient: \_\_\_\_\_  
Contract # NA  
Site I.D. NA  
Recipient contact, if the Province requires clarification:  
Name: \_\_\_\_\_  
Telephone #: \_\_\_\_\_

#### REPORTING PERIOD

Reporting Period: April 1, 2017 – March 31, 2018

PROJECT REVENUE	
Funding from Province	\$
Interest Earned on Funding from Province	\$
Funds received from the disposition of assets as per section 5.2 of the Agreement	\$
<b>Total Revenue:</b>	<b>\$</b>

PROJECT EXPENDITURE	
Personnel Costs	\$
Travel Costs	\$
Equipment and Other Costs	\$
Audit Cost (if applicable)	\$
<b>Sub-total:</b>	<b>\$</b>

<b>Overhead Rate (10% of sub-total)</b>	\$
<b>Grand Total:</b>	\$

I verify that the above financial information is true and accurate and 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.

**Comments:**

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The Province has provided prior written approval for any over-expenditure and **related documentation from the Province is attached.**

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I certify that the information is true and correct to the best of my knowledge and claimed in accordance with the OHCRIF Agreement.

I have authority to bind the Recipient.

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Signature: Authorized Signing Officer

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Name:

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Title:

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Date: Year, Month, Day

Audited by:

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Name:

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Signature of Auditor:

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Date: Year, Month, Day

## Sample Auditor's Report

### 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 [Name of Program or Project (and acronym)] Statement of Revenue and Expenditure Reports (SRERs) of the [Recipient Name] for the term of the Agreement ended [End of Agreement Date].

The SRERs were prepared by [Recipient Name] pursuant to the Ministry of Advanced Education and Skills Development's [Program or Project acronym] 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 [End of Agreement Date] in accordance with the Ministry of Advanced Education and Skills Development's [Program or Project acronym] Audit and Accountability Requirements for [Effective date of the Agreement] to [End of Agreement Date].

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

Licensed Public Accountant under the Public Accounting Act, 2004.

(Name)

(Title)

(Date)