

# Grants Ontario Application Form

Community Museum Operating Grant (CMOG) 2017-2018

Grant Case # 2017-05-1-574143387

## Instructions

This section provides information on how to complete and submit your application. Users of this application may also hover their cursor over any heading to learn more about the requirements.

### How To Complete The Application

#### How To Complete Application

Before filling out the application read the entire CMOG Program and Application Guidelines 2017-18. It may be useful to print a copy of the Program/Application guidelines to refer to while completing the application. Specific information regarding application questions and attachments are detailed in the guidelines.

Some fields in your application will already have the information you supplied during enrolment or from previous applications.

Provide reasons and supporting data where applicable to support your application. Demonstrate how your organization addresses the grant program priorities.

Prepare necessary support materials. Ensure you have all of the necessary support materials electronically (either scanned, pdf or attachment). The required attachments are listed below.

Note that Ministry consideration of an application does not guarantee funding. Applications will be assessed on the basis of the information provided by the applicant within the completed application forms and for their ability to achieve the objectives of the program.

The Ministry cannot guarantee funding to all applicants, nor can the ministry ensure that the total amount requested by successful applicants will be granted. The ministry reserves the right, in its sole discretion, to fund or not fund any particular project or program for which an application is submitted. The decision to fund all or part on an applicant request will depend on its fit to the program priorities, assessment criteria and the overall demand of funds in the program.

### Attachment, Requirements Checklist

- AGM Minutes – See Guidelines
- Annual Report
- CMOG Revenue & Expense Form
- CMOG Standards for 2017-18
- Certificate of Insurance
- Financial Reporting Documentation - See Guidelines
- New or Updated Policies
- Pay Equity Form – If Applicable

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## Section A - Organization Information

This section displays general information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future reports will include the updated information.

1. Organization Name: Fort Frances Museum and Cultural Centre	2. Organization Legal Name: Fort Frances Museum & Cultural Centre	
3. Web Site URL: www.fort-frances.com/museum		
4. Type of Legal Entity: Municipality	5. Year Established: 1978	6. Date Incorporated: 06/19/2012
7. Corporation Registration Number:	8. Date of last AGM:	9. Date of Next AGM:
10. Organization Mandate:		

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## Section B - Organization Address Information

This section displays address information about your organization submitted during the Grants Ontario enrolment process. To make a change to this information, please submit an Assistance Request through the Grants Ontario System. Once the change has been made, all future applications will include the updated information.

### Primary Address:

1. Street address 1: 259 Scott Street		
2. Street address 2: 		
3. City: Fort Frances	4. Province: Ontario	5. Postal Code P9A1G8

### Mailing Address:

6. Street address 1: 259 Scott Street		
7. Street address 2: 		
8. City: Fort Frances	9. Province: Ontario	10. Postal Code P9A1G8

## Section C - Organization Contact Information

Information about key people in the organization, including whether they have signing authority or not. Note that only the first group of contact fields are mandatory. All other types of contacts are optional.

### Organization Contact

General contact for the organization. The person who should receive general information from the Ministry including notification of grant opportunities, deadlines and news releases.

1. * Salutation: Mrs.	2. * First Name: Sherry	3. * Last Name: George	4. * Title: Curator
5. * Phone Number (Work): 8072747891		6. Phone Number (Mobile):	7. * Email Address: sgeorge@fortfrances.ca

☐ 8. Signing Authority (Does this person have signing authority for your organization?)

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## Most Senior Official

This is the most senior elected or appointed official with whom a Minister of the Crown would correspond with (i.e. Mayor, Board Chair, Reeve, Chief, CEO)

9. Salutation: Mr.	10. First Name: Roy	11. Last Name: Avis	12. Title: Mayor
13. Phone Number (Work): 8072745323		14. Phone Number (Mobile):	15. Email Address: ravis@fortfrances.ca

☐ 16. Signing Authority (Does this person have signing authority for your organization?)

## Other Senior Staff

This is the most senior member of the organization aside from the person listed as Most Senior Official (i.e. CEO, Executive Director).

17. Salutation: Mr.	18. First Name: Doug	19. Last Name: Brown	20. Title: Town of Fort Frances CAO
21. Phone Number (Work): 8072745323		22. Phone Number (Mobile):	23. Email Address: dbrown@fortfrances.ca

☐ 24. Signing Authority (Does this person have signing authority for your organization?)

## Other Contact 1

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

25. Salutation: Ms.	26. First Name: Laurie	27. Last Name: Lindberg	28. Title: Treasurer
29. Phone Number (Work): 8072745323		30. Phone Number (Mobile):	31. Email Address: llindberg@fortfrances.ca

☐ Signing Authority (Does this person have signing authority for your organization?)

## Other Contact 2

Any other person with whom the Ministry might wish to contact or additional signing authorities e.g. Treasurer, CFO or Vice Chair

33. Salutation: Ms.	34. First Name: Lisa	35. Last Name: Slomke	36. Title: Town Clerk
37. Phone Number (Work): 8072745323		38. Phone Number (Mobile):	39. Email Address: lslomke@fortfrances.ca

☐ 40. Signing Authority (Does this person have signing authority for your organization?)

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## Section E - Grant Payment Information

Should your application be successful, this information will be used to make payments.

### Payment Address:

Please select your organization's payment address from the drop-down list below. Once selected, the payment address fields below will be populated with the information related to the selected address. If your organization's payment address does not appear in the drop-down list, please complete the fields below manually.

1. Payment Organization: OTHER

2. \* Payment Organization Name (maximum 100 characters)

Corporation of Town of Fort Frances - Fort Frances Museum & Cultural Centre

3. \* Street Address 1:

320 Portage Avenue

4. Street Address 2:

5. \* City:

Fort Frances

6. \* Province:

Ontario

7. \* Postal Code

P9A 3P9

### Payment Contact:

Individual who should be contacted for clarifications about banking information or financial matters

8. \* Salutation:

Mrs.

9. \* First Name:

Laurie

10. \* Last Name:

Lindberg

11. \* Title:

Treasurer

12. \* Phone Number (Work):

807 274-5323

13. Phone Number (Mobile):

14. Fax Number:

807 274-8479

15. \* Email Address:

llindberg@fortfrances.ca

16. \* Method Of Payment

Electronic Fund Transfer

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## Section F - Application Contact information

This is the person who will be the sole contact responsible for all communication with the Ministry in regard to this application.

1. * Salutation: Mrs.	2. * First Name: Sherry	3. * Last Name: George	4. * Title: Museum Curator
5. * Phone Number (Work): 807 274-7891		6. Phone Number (Mobile):	7. Fax Number: 807 274-4103
8. * Email Address: sgeorge@fortfrances.ca			

## Section G2 - Additional Questions

1. Please provide a brief background/biography of your current curator. Length of employment and educational/professional qualifications must be included. Please see Program and Application Guidelines for further details. (maximum 4,900 characters)

Museum curator Sherry George began employment with the museum in Nov 2009 as an assistant. In February 2011 she was hired as curator. In 2014 she completed her Certificate Program in Museum Practice. Previous education includes: 2 years of Arts Program (history and English), University of Waterloo (by correspondence) 1992 – 1997  
Dale Carnegie Training; Leadership for Process Improvement, Dave Grander – 1995  
Graphic Arts/Ad Layout Certificate Course, Confederation College 1991  
Office Administration Diploma, Confederation College 1976  
High School Graduate with Grade 13 Honours Diploma  
Previous employment includes:  
14 years administration at local paper mill: communications, projects & events, training & web design  
5 years Good Impressions Printing: desktop publishing & administration

2. Provide the names of Board Members in 2016 including their position and the number of years each has served on the board. (maximum 4,900 characters)

Fort Frances Museum Advisory Committee:  
Debbie Ballard, Fort Frances resident, 6th year, chair  
Robert Schulz, Fort Frances resident, 6th year  
Mary Hickling, Fort Frances resident, 4th year  
Caren Fagerdahl, Fort Frances resident, 2nd year  
Bonny Montgomery, Fort Frances resident, 1st year

3. Provide the number of times the Board met in 2016 including its AGM. (maximum 4,900 characters)

Fort Frances Museum Advisory Committee held ten meetings in 2016: Jan 18; Mar 21; Apr 18; May 16; June 27; July 26; Aug 23; Sept 20; Oct 18; Nov 15.  
No AGM.

## Section I - Performance Measures

There are set performance measures for all projects in this grant category. The target number or "Goal" is all that is required. In addition your project may have specific performance measures, these may be added to the blank areas of the chart.

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Ministry Provided Performance Metrics					
		1. Metric	2. Description	3. * Goal	
	1	Staff - Full Time	Number of full time employees (FTE = 30hrs+/week) in 2016, including contract or temporary employees	2	
	2	Staff - Part Time	Number of part time employees in 2016, including contract or temporary employees	4	
	3	Operating Hours - Seasonal	This is the number of operating hours for Seasonal museums only (360 hours minimum).	0	
	4	Operating Days - Seasonal	This is the number of operating days for Seasonal museums only (60 days minimum).	0	
	5	Operating Hours - Year Round	This is the number of operating hours for Year Round museums only (1080 hours minimum).	1,517	
	6	Operating Days - Year Round	This is the number of operating days for Year Round museums only (180 days minimum).	282	
	7	Operating Days per Month - Year Round	Number of operating days per month for at least 8 months for Year Round Museums only (20 days per month minimum).	26	
	8	Volunteers	Number of volunteers in 2016.	71	
	9	Volunteer Hours	Number of volunteer hours in 2016.	3,388	
	10	Visitors	Total Number of visitors in 2016.	5,142	
	11	Schools - Groups	Number of school groups in 2016.	11	
	12	Schools - Students	Number of students in 2016.	236	
	13	Website Visitors	Number of website visits in 2016.	4,126	
	14	Social Media Followers	Number of social media followers (Facebook, Twitter, etc.)	530	
	15	Programs and Activities – French	Number of programs and/or activities offered in French in 2016	0	
	16	Programs and Activities – Indigenous	Number of programs and/or activities offered about First Nations, Metis, and Inuit history and heritage	11	
	17	Programs and Activities – Ontario150	Number of programs and/or activities celebrating Canada's 150th anniversary of Confederation.	0	

4. Comments (maximum 4,900 characters)

Client Provided Performance Metrics					
		1. Metric	2. Description	3. Goal	
X	1				+

4. Comments (maximum 4,900 characters)

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## Section Y - Terms & Conditions

The Community Museum Operating Grant Program grants awarded by the Province are governed by an agreement between the Applicant and the Province. The general terms and conditions of this Agreement are contained in this Application Form. By signing this Application Form and submitting it to the Province, the Applicant is agreeing to be bound by these particular terms and conditions, if the Province awards the Applicant a grant.

The Province may also include other terms and conditions in the Agreement. These additional terms and conditions will be contained in the Approval Letter or Subsequent Correspondence that the Province will send to the Applicant for signature. If the Applicant agrees to the additional terms and conditions, the Applicant must sign a copy of the correspondence and return the correspondence to the Province.

Please note that the Province will not provide any grant funds to the Applicant unless:

- (a) the Minister approves the funding; and
- (b) the Applicant agrees to be bound by all of the terms and conditions of the Agreement (including those contained in the Approval Letter or Subsequent Correspondence).

All grant applications submitted to the Province are subject to the Freedom of Information and Protection of Privacy Act (the "Act"). The Act provides every person with a right of access to information in the custody or under the control of the Province, subject to a limited set of exemptions.

The Applicant is advised that the names and addresses of applicants and recipients, the amount of grant awards, and the purpose for which grants are awarded is information the Province makes available to the public, including posting grant awards on the Province's website. Copies of the Act are available from Publications Ontario at 777 Bay Street, Toronto ON, M5G 2C8, telephone 416-585-7485 or 1-800-668-9938. The Act is also accessible online at: <http://www.e-laws.gov.on.ca/index.html>.

### 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:

**"Activities"** means the operation of a Museum in accordance with the Regulation, including completing the objectives and achieving the outcomes described in the Regulation.



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**“Agreement”** means the Regulation, the Application Guidelines, the Application Form including these general terms and conditions, the Approval Letter, and any additional terms and conditions which may be imposed by the Province in Subsequent Correspondence.

**“Applicant”** means the non-profit corporation, council of a municipality, public library board, conservation authority, or council of an Indian Band (as defined in the *Indian Act* (Canada) that operates a Museum and is eligible for a grant under the Application Guidelines and Regulation and that has submitted the Application Form to the Province for Funds under the Program.

**“Application Form”** means the Grants Ontario Application Form including all required supporting documentation, submitted by the Applicant for funding under the Program, and includes all information contained therein.

**“Application Guidelines”** means the Community Museum Operating Grant Program and Application Guidelines.

**“Approval Letter”** means the letter from the Province to the Applicant announcing the award of a grant to the Applicant under the Program.

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

**“Business Day”** means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

**“Effective Date”** means the date of the April 1, 2016.

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

**“Expiration Date”** means the date of the March 31, 2017.

**“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 dollar amount of the grant as stated in the Approval Letter.

**“Museum”** means the institution operated by the Applicant and defined in section 1 of the Regulation.

**“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.

**“OHA”** means the *Ontario Heritage Act*, R.S.O. 1990, c. 0.18, as amended.

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

**“Pay Equity Funding”** means the funds given by the Province to the Recipient to assist the Recipient in meeting its obligations under the *Pay Equity Act*, R.S.O. 1990, c. P.7.

**“Political Activity”** means a political activity that is not a permitted ancillary non-partisan political activity of a registered charity under the *Income Tax Act (Canada)*, including without limitation the support of, or opposition to, a political party or a candidate for public office.

**“Program”** means the Community Museum Operating Grant Program.

**“Province”** means Her Majesty the Queen in right of Ontario as represented by the Ministry of Tourism, Culture and Sport.

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

**“Recipient”** means the Applicant who has been awarded a grant under the Program and which has agreed to be bound by these general terms and conditions.

**“Regulation”** means *Ontario Heritage Act*, R.R.O. 1990, Regulation 877, Grants for Museums.

**“Reports”** means the reports described in Article 7.0.

**“Subsequent Correspondence”** means any correspondence relating to the Funds and/or the Activities that the Province sends to the Recipient subsequent to the Approval Letter.

## 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

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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 Activities;
- (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 Activities, the Funds or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete for the term of the Agreement; and
- (e) any Pay Equity Funding (if applicable) has been and shall be used solely for the purposes of fulfilling the Recipient's obligations under the *Pay Equity Act*.

**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 conduct the Activities successfully;
- (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Activities, 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

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**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 12.0, Article 13.0 or Article 14.0.

## 4.0 FUNDS AND CARRYING OUT THE ACTIVITIES

**4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Activities;
- (b) provide the Funds to the Recipient in a single lump sum payment at a time to be determined by the Province;  
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 11.2;
- (b) the Province may adjust the amount of Funds it provides to the Recipient based upon the Province's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (c) 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; or
  - (ii) terminate the Agreement pursuant to section 13.1.

**4.3 Use of Funds and Activities.** The Recipient will:

- (a) carry out the Activities and use the Funds in accordance with the terms and conditions of the Agreement;
- (b) use the Funds only for the purpose of carrying out the Activities; and
- (c) 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 Activities and the Province is not responsible for carrying out the Activities.

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**4.5 No Changes.** The Recipient will not make any changes to the Activities 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 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 Activities 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.

## 6.0 CONFLICT OF INTEREST

**6.1 No Conflict of Interest.** The Recipient will carry out the Activities 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:

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(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 Activities, 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 the following reports with timelines and content requirements to be specified by the Province:

(i) a financial (revenue and expense) report for the Recipient's previous calendar year;

(ii) a pay equity form for the Recipient's previous calendar year, where applicable; and

(iii) a report on the Recipient's Activities (which would include its annual report) from the previous calendar year;

(b) submit to the Province one of the following reports or sets of reports in accordance with the timelines and content requirements specified by the Province and depending on the Recipient institution as follows:

(i) an audited financial statement from the Recipient's the previous calendar year, if the Recipient is a not-for-profit organization with annual operational expenses of over \$100,000;

(ii) a review engagement report from the Recipient's previous calendar year, if the Recipient is a not-for-profit organization with annual operational expenses in the previous calendar year of under \$100,000;

(iii) a separate audit for the Museum from the previous calendar year or a consolidated statement accompanied by actual figures from the previous calendar year, if the Recipient is a conservation authority or the council of an Indian Band (as defined in the *Indian Act* (Canada)); or

(iv) actuals for the Museum and a municipal audit from the Recipient for the previous calendar year or a copy of the Recipient's Financial Information Return, as reported to the Ministry of Municipal Affairs and Housing, from the previous calendar year, if the Recipient is the council of a municipality;

(c) submit to the Province any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;

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(d) ensure that the reports are completed to the satisfaction of the Province; and

(e) ensure that the 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 Activities 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 Activities.

**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 Activities 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 7.3(a) from the Recipient's premises; and

(c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Activities, 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.** The Recipient may acknowledge the support of the Province in the following manner:

(a) by displaying:

(i) the following words: "The support of the Government of Ontario, through the Ministry of Tourism, Culture and Sport, is acknowledged", (the "Acknowledgement"); and

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(ii) the Province of Ontario Trillium logo (the "Ontario Logo"), word mark (the "Ontario Word Mark"),

(b) by displaying the Ontario Logo or Ontario Word Mark, as the case may be, in colour wherever and whenever it is financially feasible to do so; and

(c) by displaying the Acknowledgement and the Ontario Logo or Ontario Word Mark, as the case may be, prominently.

**8.2 Publicity.** The Recipient will not make any public announcement, news release, advertisement or engage in any other form of publicity regarding the Funds received from the Province without the prior consent of the Province.

## 9.0 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

**9.1 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 Activities or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## 10.0 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 Activities or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

**10.2 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.

**10.3 Province's Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

**10.4 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.

**10.5 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

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## 11.0 INSURANCE

**11.1 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 activities similar to the Activities 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.

**11.2 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.

## 12.0 TERMINATION ON NOTICE

**12.1 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.

**12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 12.1, the Province may demand the repayment of any Funds remaining in the possession or under the control of the Recipient.

## 13.0 TERMINATION WHERE NO APPROPRIATION

**13.1 Termination Where No Appropriation.** If, as provided for in section 4.2(c), 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.

**13.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 13.1, the Province may demand the repayment of any Funds remaining in the possession or under the control of the Recipient.



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## 14.0 EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

**14.1 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 Activities;
  - (ii) use or spend Funds; or
  - (iii) provide one or more of the reports pursuant to sections 7.1(a) and 7.1(b), or such other reports as may have been requested pursuant to section 7.1(c);
- (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;
- (d) the Recipient ceases to operate; or
- (e) the Recipient uses or spends Funds for Political Activity.

**14.2 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 Activities;
- (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) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (g) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (h) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

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

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

**14.4 Recipient not Remedying.** If the Province 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 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 14.2(a), (c), (d), (e), (f), (g) and (h).

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

## 15.0 FUNDS UPON EXPIRY

**15.1 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.

## 16.0 REPAYMENT

**16.1 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 demand that the Recipient pay an amount equal to the excess Funds to the Province.

**16.2 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.

**16.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then

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current interest rate charged by the Province of Ontario on accounts receivable.

**16.4 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 .

**16.5 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.

## 17.0 NOTICE

**17.1 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 below, or as either Party later designates to the other by Notice:

**To the Province:**

Ministry of Tourism, Culture and Sport  
Pan/Parapan American Games Secretariat  
401 Bay Street, Suite 1700  
Toronto, ON

M7A 0A7

Attention: Community Museum Operating Grant

Name: Linney Lau

Title: Culture Programs Advisor

Email: linney.lau@ontario.ca

Fax: 416-212-1802

**To the Recipient:**

The Recipient's mailing address, email address and fax number are set out in the Application Form, or as the Recipient later designates to the Province by Notice.

**17.2 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

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(b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

**17.3 Postal Disruption.** Despite section 17.2(a), in the event of a postal disruption:

(a) Notice by postage-prepaid mail will not be deemed to be received; and

(b) the Party giving Notice will provide Notice by email, personal delivery or by fax.

## 18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

**18.1 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.

## 19.0 SEVERABILITY OF PROVISIONS

**19.1 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.

## 20.0 WAIVER

**20.1 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 17.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## 21.0 INDEPENDENT PARTIES

**21.1 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.

## 22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

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

**22.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties'

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respective heirs, executors, administrators, successors and permitted assigns.

## 23.0 GOVERNING LAW

**23.1 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.

## 24.0 FURTHER ASSURANCES

**24.1 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.

## 25.0 JOINT AND SEVERAL LIABILITY

**25.1 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.

## 26.0 RIGHTS AND REMEDIES CUMULATIVE

**26.1 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.

## 27.0 ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES

**27.1 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

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(c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

## 28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

### 28.1 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.

## 29.0 SURVIVAL

**29.1 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 4.2(c), 4.7, 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 10.0, section 12.2, section 13.2, sections 14.1, 14.2(d), (e), (f) and (g), Article 15.0, Article 16.0, Article 17.0, Article 19.0, section 22.2, Article 23.0, Article 25.0, Article 26.0, Article 27.0, Article 28.0, and Article 29.0.

## Section Z - Declaration / Signing

Applicants are expected to comply with the *Ontario Human Rights Code* (the "Code") and all other applicable laws (<http://www.ohrc.on.ca/en/ontario-human-rights-code>). Failure to comply with the letter and spirit of the Code will render the applicant ineligible for a grant and, in the event a grant is made, liable to repay the grant in its entirety at the request of the Ministry.

Applicants should be aware that Government of Ontario institutions are bound by the *Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c.F.31* (<http://www.ipc.on.ca/index.asp?navid=73>), as amended from time to time, and that any information provided to them in connection with this application may be subject to disclosure in accordance with that Act. Applicants are advised that the names and addresses of organizations receiving grants, the amount of the grant awards, and the purpose for which grants are awarded is information made available to the public.

## Declaration

The Applicant hereby certifies as follows:

- (a) the information provided in this application is true, correct and complete in every respect;
- (b) the Applicant understands any funding commitment will be provided by way of an approval letter signed by the responsible Minister and will be subject to any conditions included in such a letter. Conditions of funding may include the requirement for a funding

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- agreement obligating the funding recipient to report on how the funding was spent and other accountability requirements;
- (c) the Applicant has read and understands the information contained in the Application Form;
- (d) the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- (e) the applicant understands that it is expected to comply with the *Ontario Human Rights Code* and all other applicable laws;
- (f) the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the grant is subject to disclosure under the *Freedom of Information and Protection of Privacy Act*;
- (g) the Applicant is not in default of the terms and conditions of any grant, loan or transfer payment agreement with any ministry or agency of the Government of Ontario;
- (h) I am an authorized signing officer for the Applicant.

Additional Signing Authority:

Salutation:	First Name:	Last Name:	Title:
Phone Number (Work):	Phone Number (Mobile):	Email Address:	

Signature

Date/Time Field