



Community Museum Operating and Pay Equity Grants 2020-21 (CMOG)

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Instructions

Please fill out all the *starred* fields. Some fields in your application will already have the information you supplied during enrolment or from previous applications. You will receive an email confirmation when your application has been successfully submitted.

Application Procedures: *Due to the COVID-19 provincial emergency, this application has been simplified to allow expedited processing of grant funds. Key program requirements will be collected by way of supplementary reporting later in the fiscal year.*

Please follow these steps to apply for the program:

1. Complete all sections of the application and save it to your desktop.
 - o DO NOT change the file name or file extension. You MUST **"save as"**.
2. Log back into Transfer Payment Ontario and upload the completed application.
3. Submit application

For more detailed instructions on how to apply for the program please visit the [Transfer Payments Ontario page](#).

The Ministry cannot guarantee funding to all organizations that submit an application, 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 organization or program for which an application is submitted. The decision to fund all or part of an applicant request will depend on its ability to meet the program requirements and the overall demand for program funding.

A - Applicant Information

The application contact must be selected as the primary contact and assigned the role of applicant.

This person is responsible for grant administration and ministry correspondence.

Organization Name:

[Fort Frances Museum and Cultural Centre](#)

B - Contact Information

Please identify three additional contacts for your organization, including whether or not they have signing authority:

1. Most Senior Official, elected official with whom a Minister of the Crown would correspond with (e.g. Mayor, Board, Chair, Reeve, Chief Executive Officer).
2. Other Senior Staff – This is the most senior member of the organization aside from the person listed as the Most Senior Official (e.g. Chief Executive Officer, Director, Treasurer)
3. Payment Contact: Individual who should be contacted for clarifications about banking information or financial matters

Remove

Salutation *

[Ms.](#)

First Name *

[June](#)

Last Name *

[Caul](#)

Role * Mayor	Primary (Applicant only) <input type="checkbox"/>
Title * Most Senior Official	Department (max 30 characters)
Phone Number (Work) * (807) 274-5323	Phone Number (Mobile)
Email Address * jcaul@fortfrances.ca	Confirmation of Signing Authority <input type="checkbox"/>
<div></div> <div>Remove</div>	
Salutation * Mr.	
First Name * Doug	Last Name * Brown
Role * Chief Executive Officer	Primary (Applicant only) <input type="checkbox"/>
Title * Other Senior Staff	Department (max 30 characters)
Phone Number (Work) * (807) 247-5323	Phone Number (Mobile)
Email Address * dbrown@fortfrances.ca	Confirmation of Signing Authority <input type="checkbox"/>
<div></div> <div>Remove</div>	
Salutation * Ms.	
First Name * Dawn	Last Name * Galusha
Role * Treasurer	Primary (Applicant only) <input type="checkbox"/>
Title * Other Senior Staff	Department (max 30 characters)
Phone Number (Work) * (807) 274-5323	Phone Number (Mobile)
Email Address * dgalusha@fortfrances.ca	Confirmation of Signing Authority <input type="checkbox"/>
<div></div> <div>Remove</div>	
Salutation * Ms.	
First Name * Lisa	Last Name * Slomke
Role * Other	Primary (Applicant only) <input type="checkbox"/>
Title * Town Clerk	Department (max 30 characters)
Phone Number (Work) * (807) 274-5323	Phone Number (Mobile)

Email Address *	Confirmation of Signing Authority		
lslomke@fortfrances.ca	<input type="checkbox"/>		
		Add	Remove
Salutation *			
Ms.			
First Name *	Last Name *		
Beverley	Cochrane		
Role *	Primary (Applicant only)		
Applicant	<input checked="" type="checkbox"/>		
Title *	Department (max 30 characters)		
Museum Curator			
Phone Number (Work) *	Phone Number (Mobile)		
(807) 274-7891			
Email Address *	Confirmation of Signing Authority		
bcochrane@fortfrances.ca	<input checked="" type="checkbox"/>		

C - Grant Payment Information

Should your application be successful, the banking information previously provided will be used to make payments.

Please complete the name and address of the payment organization.

Note: If your address or banking information has changed since your last application, please complete a new Electronic Funds Transfer [form](#). Completing this form is essential to ensuring funds are deposited correctly.

Payment Organization Name: *		
Town of Fort Frances		
Street Address 1: *		Street Address 2:
320 Portage Avenue		
City/Town: *	Province: *	Postal Code: *
Fort Frances	ON	P9A3P9
Method of Payment: *		
Electronic Fund Transfer		

D - Pay Equity Grant

The Ministry provided Pay Equity funding to eligible museums to be used for pay equity female job class adjustments last fiscal year. Pay equity funding supports eligible museums to meet their obligations under the Pay Equity Act.

1. Did your organization receive Pay Equity funding last year? *	2. Do you require the funds this year? *
Yes	Yes

E - Certificate of Insurance

All applicants are required to carry at least \$2,000,000 Commercial General Liability Insurance coverage for the period covering **April 1, 2020** to **March 31, 2021** with continuous coverage before funding can be dispensed. The COI must be valid and in effect for the duration of the funding period and/or replacements that occur during the funding period. Your policy must include: Third party bodily injury, Personal injury; Property damage; Cross-liability and Contractual liability coverage per occurrence basis. Please refer to the application legal terms and conditions, section 11.0.

Does your organization have a valid Certificate of Insurance that meets all the conditions and requirements as set out in the Legal Terms and Conditions Insurance clause? *

Yes

If "No" please provide an explanation (max 2,000 characters). You may continue with the application.

I attest that the Certificate of Insurance for my organization meets all of the conditions and requirements set out above. *

Yes

F - Terms and Conditions

The Community Museum Operating 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 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:

- the Minister approves the funding; and
- 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).

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

[The Freedom of Information and Protection of Privacy Act](#), 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.

1.0 INTERPRETATION AND DEFINITIONS

1.1 Interpretation. For the purposes of interpretation:

1. words in the singular include the plural and vice-versa;
2. words in one gender include all genders;
3. the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
4. any reference to dollars or currency will be in Canadian dollars and currency; and
5. "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.

"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 Ontario Heritage Act Regulation and that has submitted the Application Form to the Province for Funds under the Program.

“**Application Form**” means the Transfer Payment 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 April 1, 2020.

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

“**Expiry Date**” means the date of March 31, 2021.

“**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.

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

“**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 Grants Program.

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

“**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:

1. 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;
2. it has, and will continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Activities;

3. 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;
4. 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
5. 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:

- the full power and authority to enter into the Agreement; and
- taken all necessary actions to authorize the execution of the Agreement.

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

1. a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
2. procedures to enable the Recipient's ongoing effective functioning;
3. decision-making mechanisms for the Recipient;
4. procedures to enable the Recipient to manage Funds prudently and effectively;
5. procedures to enable the Recipient to conduct the Activities successfully;
6. procedures to enable the Recipient to identify risks to the completion of the Activities and strategies to address the identified risks, all in a timely manner;
7. procedures to enable the preparation and submission of all reports required pursuant to Article 7.0; and
8. 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 Expiry 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:

1. provide the Recipient up to the Maximum Funds for the purpose of carrying out the Activities;
2. provide the Funds to the Recipient in a single lump sum payment at a time to be determined by the Province; and
3. deposit the Funds into an account designated by the Recipient provided that the account:
 1. resides at a Canadian financial institution; and
 2. is in the name of the Recipient.

4.2 Limitation on Payment of Funds. Despite section 4.1:

1. 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;
2. 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

3. 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:

1. reduce the amount of Funds; or
2. terminate the Agreement pursuant to section 13.1.

4.3 Use of Funds and Activities. The Recipient will:

- carry out the Activities and use the Funds in accordance with the terms and conditions of the Agreement;
- use the Funds only for the purpose of carrying out the Activities; and
- 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.

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:

- it is receiving funding from the Province for the Activities and is not providing goods or services to the Province; and
- 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:

- do so through a process that promotes the best value for money; and
- 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:

- the Recipient; or
- 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:

- disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and
- 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;

1. submit to the Province the following reports with timelines and content requirements to be specified by the Province:
 1. a financial (revenue and expense) report for the Recipient's previous calendar year;
 2. a pay equity form for the Recipient's previous calendar year, where applicable; and
 3. a report on the Recipient's Activities (which would include its annual report) from the previous calendar year;
2. 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:
 1. an audited financial statement from the Recipient's previous calendar year, if the Recipient is a not-for-profit organization with annual operational expenses of over \$100,000;
 2. 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;
 3. 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
 4. 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;
3. 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;
4. ensure that the reports are completed to the satisfaction of the Province; and
5. 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:

1. all financial records (including invoices) relating to the Funds or otherwise to the Activities in a manner consistent with generally accepted accounting principles; and
2. 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 the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Activities and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

1. inspect and copy the records and documents referred to in section 7.2;
2. remove any copies made pursuant to section 7.3(a) from the Recipient's premises; and

3. 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, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative or any independent auditor identified by the Province, as the case may be.

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. 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:

1. by displaying:
 1. the following words: "The support of the Government of Ontario is acknowledged", (the "Acknowledgement"); and
 2. the Province of Ontario Trillium logo (the "Ontario Logo"), word mark (the "Ontario Word Mark"),
2. 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
3. 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 Indemnified Parties.

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.

11.0 INSURANCE

11.1 Recipient's Insurance. The Recipient represents, warrants and covenants 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:

1. 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;
2. a cross-liability clause;
3. contractual liability coverage; and
4. 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 11.1. Upon the request of the Province, the Recipient will provide to the Province a copy of any 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 from the Recipient the payment 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 from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient.

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:

1. 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:
 1. carry out the Activities;
 2. use or spend Funds; or
 3. 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);
2. the Recipient's operations, its financial condition, 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;

3. 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;
4. the Recipient ceases to operate; or
5. 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:

1. initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Activities;
2. provide the Recipient with an opportunity to remedy the Event of Default;
3. suspend the payment of Funds for such period as the Province determines appropriate;
4. reduce the amount of the Funds;
5. demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
6. demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
7. demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
8. terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

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:

1. the particulars of the Event of Default; and
2. the Notice Period.

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

1. the Recipient does not remedy the Event of Default within the Notice Period;
2. it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
3. 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, pay to the Province any Funds remaining in its possession or under its control.

16.0 DEBT DUE AND PAYMENT

16.1 Payment 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:

1. the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
2. 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 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 Fails to Pay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay 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, 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 Heritage, Sport, Tourism, and Culture Industries

Email: CMOG-SFMC@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:

1. in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
2. in the case of email, 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:

1. Notice by postage-prepaid mail will not be deemed to be given; and
2. the Party giving Notice will provide Notice by email, 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' 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:

1. 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);
2. acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
3. 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:

1. 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;
2. has been provided with notice of such Failure in accordance with the requirements of such other agreement;
3. has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
4. 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.

G - Declaration/Signing

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 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.

Declaration/Signing

Applicant

Ms. Beverley Cochrane
Museum Curator
(w): (807) 274-7891
Email: bcochrane@fortfrances.ca

Sign Document

Signature _____ Date/Time _____

Please check that your application is complete by clicking Validate at the top of the form before uploading it into the system.