

All grants awarded by the Ministry are governed by terms and conditions. The general terms and conditions governing grants awarded under the **Healthy Communities Fund** program are contained in this application form.

By signing this application form and submitting it to the Ministry, the Applicant is agreeing with the Ministry to be bound by these general terms and conditions if a grant is awarded.

In addition to these general terms and conditions, the Ministry may impose other terms and conditions which will be contained in subsequent correspondence from the Ministry. The Ministry will send such subsequent correspondence to the Applicant for signature. Once the Applicant signs that subsequent correspondence and returns it to the Ministry, the terms and conditions contained in that subsequent correspondence will form part of the Applicant's agreement with the Ministry. The Ministry will not disburse grant funds to the Applicant until the Applicant signs and submits to the Ministry both this application and any subsequent correspondence containing any additional terms and conditions. All pre-conditions will also have to be satisfied.

All grant applications submitted to the Ministry 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 Ministry, subject to a limited set of exemptions.

The applicant is advised that the names and addresses of grant recipients, the amount of grant awards, and the purpose for which grants are awarded is information made available by the Ministry to the public including posting of grant awards on the Ministry internet site.

Copies of the *Freedom of Information and Protection of Privacy Act* R.S.O. 1990 chapter F.31, as amended, are available online at URL: <http://www.ipc.on.ca/index.asp?navid=73>

### Article 1

#### INTERPRETATION AND DEFINITIONS

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) "include", "includes" and "including" shall not denote an exhaustive list.

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

**"Agreement"** means these general terms and conditions, the requirements as set out in the Program Guidelines, the Application Form, the Approval Letter and in any Subsequent Correspondence containing additional terms and conditions which the Ministry may impose under section 4.5(b) or section 4.11.

**"Applicant"** means the entity that has submitted this application to the Ministry for a grant under the Program.

**"Application Form"** means the application form submitted by the Applicant for funding under the Program, including the information provided in the form and the information provided by the Applicant.

**"Approval Letter"** means the letter from the Minister or Ministry to the Applicant announcing the award of a grant to the Applicant under the Program.

**"Budget"** means the budget included in the Application Form as completed by the Applicant and approved by the Ministry.

**"Community Partner"** means each organization which the Recipient identifies as a community partner in the Recipient's Application Form.

**"Completion Date"** means the date set out in section B.1 of the Application Form or as otherwise specified in the Approval Letter.

**"Effective Date"** means the date of the Approval Letter.

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

**"Expiration Date"** means the date which is 90 days after the Completion Date.

**"Force Majeure"** has the meaning ascribed to it in Article 25.

**"Funding Year"** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the

previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Ministry provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees.

**“Maximum Funds”** means the maximum dollar amount of the grant as stated in the Approval Letter.

**“Minister”** means the Minister of Health Promotion and Sport.

**“Ministry”** means Her Majesty the Queen in right of Ontario as represented by the Minister and includes any agent or other person authorised to act on behalf of the Ministry.

**“Notice”** means any communication given or required to be given under Agreement.

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

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

**“Program”** means the Healthy Communities Fund program.

**“Project”** means the project for which a grant is awarded to the Recipient under the Program.

**“Recipient”** means the Applicant who has been awarded a grant under the Program.

**“Recipient’s Share”** means the portion of the Project costs to be borne by the Recipient, as more particularly set out in the Budget.

**“Reports”** means the reports described in section 7.1 (a) and (b).

**“Subsequent Correspondence”** means any correspondence from the Minister or Ministry to the Recipient, subsequent to the Approval Letter, in which the Minister or Ministry requires additional terms and conditions under s. 4.5(b) or s. 4.11.

**“Terms and Conditions”** means the general terms and conditions set out in this Application Form and any additional terms and conditions set out in the Approval Letter or in any Subsequent Correspondence.

**“Timelines”** means the Project schedule contained in the Application Form, and includes any modifications to the Project schedule that may be required in the Approval Letter or in any Subsequent Correspondence.

**“Wind Down Costs”** means the Recipient’s reasonable costs to wind down the Project.

## Article 2

### REPRESENTATIONS, WARRANTIES AND COVENANTS

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

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information the Recipient provided to the Ministry in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement;
- (d) it has secured funding for at least the Recipient’s Share through financial and/or in kind contributions;
- (e) the Community Partners identified in the Application Form have agreed to participate in the planning, development, implementation, and/or evaluation of the Project within the time and in the manner described in the Application Form; and
- (f) it shall use its best efforts to ensure that the Community Partners:
  - (i) have, and continue to have, for the term of the Agreement, the experience and expertise necessary to complete their part of the Project; and
  - (ii) complete their part of the Project within the time and in the manner described in the Application Form.

2.2 **Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- (a) establish an expected code of conduct and ethical responsibilities at all levels of the Recipient’s organization;

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- (b) establish procedures to ensure the ongoing effective functioning of the Recipient;
  - (c) establish decision-making mechanisms;
  - (d) provide for the prudent and effective management of the Funds;
  - (e) establish procedures to enable the successful completion of the Project;
  - (f) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
  - (g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
  - (h) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 **Supporting Documentation.** Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 2.

### Article 3

#### TERM OF THE AGREEMENT

3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on the Expiration Date unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

### Article 4

#### FUNDS AND CARRYING OUT THE PROJECT

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in instalments as specified in the Approval Letter or in any Subsequent Correspondence; 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, the Ministry:

- (a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) shall not give up possession or control of any of the Funds that it receives from the Ministry until those Funds are used, spent or returned to the Ministry in accordance with the terms and conditions of the Agreement.
- (e) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (f) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1;
- (g) may adjust the amount of the Funds it provides to the Recipient in any Funding Year if there is a change to the Budget that results in a reduced contribution by the Recipient or one or more of its Community Partners;
- (h) may:
  - (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
  - (ii) exercise any of the rights available to the Ministry under Article 14if the Recipient contributes less than the Recipient's Share; and
  - (i) pursuant to the provisions of the *Financial Administration Act* (Ontario), if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry shall not be obligated to make any payment, and:
    - (i) may reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
    - (ii) the Ministry may terminate the Agreement pursuant to section 13.1.

- 4.3 **No Changes.** The Recipient shall:
- (a) not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Ministry; and
  - (b) abide by the terms and conditions the Ministry may require pursuant to any consent.
- 4.4 **Recipient's Financial Contribution.** The Recipient shall:
- (a) contribute at least the Recipient's Share, through financial and/or in kind contributions; and
  - (b) provide the Ministry with immediate Notice if the Recipient's Share declines below the amount specified in the Budget.
- 4.5 **Use of Funding and Project.** The Recipient shall:
- (a) ensure that the Project is carried out:
    - (i) in accordance with the terms and conditions of the Agreement; and
    - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- 4.6 **Community Partners.** The Recipient shall:
- (a) use its best efforts to ensure that each Community Partner completes its part of the Project within the time and in the manner described in the Application;
  - (b) require each Community Partner to comply with all of the terms and conditions of the Agreement that directly or indirectly involve the Community Partner;
  - (c) ensure that any agreement between the Recipient and a Community Partner contains terms and conditions similar to, and not less favourable to the Ministry than the terms and conditions of this Agreement;
  - (d) be responsible to the Ministry for all acts and actions of the Community Partners, which shall be treated as acts and actions of the Recipient for the purposes of this Agreement; and
  - (e) provide the Ministry with immediate Notice if a Community Partner withdraws from the Project or is otherwise unable to complete its part of the Project within the time and in the manner described in the Application.
- 4.7 **Interest Bearing Account.** If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.
- 4.8 **Interest.** If the Recipient earns any interest on the Funds:
- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
  - (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.
- 4.9 **Maximum Funds.** The Recipient acknowledges that the Funds available from the Ministry, pursuant to the Agreement, shall not exceed the Maximum Funds.
- 4.10 **Taxes.** The Recipient shall not use the Funds for any taxes for which it has received or will receive a rebate, tax credit, input tax credit or refund.
- 4.11 **Additional Terms and Conditions.** The Ministry may impose such additional terms and conditions on the use of the Funds as it considers appropriate for the proper expenditure and management of the Funds and the carrying out and completion of the Project, and the Recipient shall abide by such additional terms and conditions.

## Article 5

### ACQUISITION OF GOODS AND SERVICES

- 5.1 **Acquisition by Recipient.** If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a process that promotes the best value for money.
- 5.2 **Written Quotes.** If the Recipient proposes to purchase any goods or services having a value of \$5,000 or more, the Recipient shall obtain at least three written quotes, as follows, before acquiring such goods or services:
- (a) for purchases between \$5,000 and \$10,000, written quotes contained in e-mails will suffice; and
  - (b) for purchases over \$10,000, the Recipient must proceed by way of a request for proposal, unless the Ministry agrees otherwise in writing.
- 5.3 **Disposal by Recipient.** The Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$5,000 at the time of purchase.
- 5.4 **Acquisition or Disposal by Community Partners.** This Article applies, with necessary modifications, to any supplies, equipment or

services that a Community Partner may acquire with the Funds, and to the disposal, by a Community Partner, of any assets purchased with the Funds, the cost of which exceeded \$5,000 at the time of purchase. The Recipient is responsible for ensuring that its Community Partners comply with the requirements of this Article.

## Article 6

### CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient and its Community Partners shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient or a Community Partner; or
  - (b) any person who has the capacity to influence the Recipient's decisions or a Community Partner's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's or Community Partner's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Ministry.** The Recipient shall:
- (a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
  - (b) comply with any terms and conditions that the Ministry may reasonably prescribe as a result of the disclosure.

## Article 7

### REPORTING, ACCOUNTING AND REVIEW

- 7.1 **Preparation and Submission.** The Recipient shall:
- (a) submit to the Ministry at the address provided in section 18.1, the interim report, post-project report and any other reports or certificates requested by the Ministry, in accordance with the timelines and content requirements set out in the Approval Letter or in Subsequent Correspondence, or in a form as specified by the Ministry from time to time;
  - (b) submit to the Ministry at the address provided in section 18.1, any other reports requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry;
  - (c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and
  - (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 7.2 **Record Maintenance.** The Recipient shall keep and maintain:
- (a) all financial records (including receipts) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
  - (b) all non-financial documents and records relating to the Funds or otherwise to the Project.
- 7.3 **Inspection.** The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:
- (a) inspect and copy the records and documents referred to in section 7.2; and
  - (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.
- 7.5 **No control of Records.** No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records or a Community Partner's records.
- 7.6 **Annual Program Evaluation.** If requested in writing by the Ministry, the Recipient shall participate in provincially conducted annual and/or multi-year Program evaluations.
- 7.7 **Auditor General.** For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9(1) of the *Auditor General Act* (Ontario).

**Community Partners.** This Article applies, with necessary modifications, to Community Partners and all Project-related records held by Community Partners. The Recipient shall ensure that:

- (a) Community Partners' records are maintained in accordance with section 7.2;
- (b) the Ministry is allowed to exercise its right of inspection in relation to Community Partners under section 7.3;

- (c) Community Partners' records are disclosed to the Ministry, its authorized representatives or an independent auditor identified by the Ministry, when reasonably requested by the Ministry under section 7.4; and
- (d) Community Partners participate in provincially conducted annual and/or multi-year Program evaluations, if requested in writing by the Ministry under section 7.6.

The Recipient is responsible for securing any consents or authorizations that may be required in order to implement this provision and for ensuring that its Community Partners comply with the requirements of this Article.

## Article 8 CREDIT

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient shall ensure that all written publications of any kind, relating to the Project include:
- (b) the Province of Ontario logo (being a fixed combination of a stylized trillium and unique typesetting of the word Ontario); or
  - (c) the acknowledgement: **"The support of the Government of Ontario is acknowledged"** and such other program logos as specified in writing by the Ministry.
- 8.2 **Oral Communications.** The Recipient shall ensure that all oral communications relating to the Project acknowledge the support of the Government of Ontario in a form approved by the Ministry.
- 8.3 **Publication.** If the Recipient publishes any material of any kind relating to the Project, the Recipient shall prominently indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Ministry.
- 8.4 **French Language.** Acknowledgements and other material published in relation to the Project must be produced in French if the Program Guidelines require that such materials be made available in French.
- 8.5 **Community Partners.** This Article applies, with necessary revisions, to all Project-related publications issued by Community Partners. The Recipient is responsible for ensuring that its Community Partners comply with the requirements of this Article.

## Article 9 FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY

- 9.1 **FIPPA.** The Recipient acknowledges that the Ministry is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.

## Article 10 INDEMNITY

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry.

## Article 11 INSURANCE

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.
- 11.3 **Insurance for Community Partners.** The Recipient shall use its reasonable efforts to obtain written confirmation from every Community Partner that the Community Partner has and shall maintain for the term of the Agreement commercial general liability insurance equal to the commercial general liability insurance the Recipient is obligated to maintain pursuant to section 11.1 of this

Agreement.

11.4 **With respect to section 11.3.** With respect to its obligations under section 11.3 the Recipient:

- (a) shall promptly report to the Ministry the results of its efforts;
- (b) assumes no obligation to obtain independent verification of the facts supplied by any Community Partner; and
- (c) assumes no liability in connection with the facts supplied by any Community Partner.

## Article 12

### TERMINATION ON NOTICE

12.1 **Termination on Notice.** The Ministry may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 **Consequences of Termination.** If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient or in the possession or under the control of a Community Partner; and/or
- (c) determine the Wind Down Costs, and:
  - (i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to section 12.2(b); and/or
  - (ii) subject to section 4.9, provide Funds to the Recipient to cover the Wind Down Costs.

## Article 13

### TERMINATION WHERE NO APPROPRIATION

13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(f), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 **Consequences of Termination.** If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:

- (a) **cancel all further instalments of Funds;**
- (b) **demand the repayment of any Funds remaining in the possession or under the control of the Recipient or in the possession or under the control of a Community Partner; and/or**
- (c) **determine the Wind Down Costs and permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to section 13.2(b).**

13.3 **No Additional Funds.** For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not be required to provide additional Funds to the Recipient.

## Article 14

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

14.1 **Events of Default.** Each of the following events shall constitute an "Event of Default":

- (a) in the opinion of the Ministry, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with the Ministry;
- (b) in the opinion of the Ministry, the Recipient breaches any material requirement of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) contribute the Recipient's Share;
  - (ii) carry out the Project;
  - (iii) use or spend Funds;
  - (iv) provide Reports or such other reports as may have been requested pursuant to section 7.1(b); and/or
  - (v) ensure that each Community Partner completes its part of the Project in accordance with the Agreement and complies with all of the terms and conditions of the Agreement that apply to the Community Partner;
- (c) the nature of the Recipient's operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (d) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (e) the Recipient ceases to operate; and

(f) an event of Force Majeure that continues for a period of 60 days or more.

14.2 **Corrective Action.** If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

- (a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as the Ministry determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further installments of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient or in the possession or under the control of a Community Partner;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Ministry;
- (g) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or
- (h) terminate the Agreement immediately upon giving Notice to the Recipient.

14.3 **Opportunity to Remedy.** In addition to its rights provided for in section 14.2, the Ministry may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (e) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
  - (b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the Event of Default within the time period specified in the Notice or such further period of time as the Ministry considers reasonable; or
  - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry,
- the Ministry may initiate any one or more of the actions provided for in sections 14.2 (c), (d), (e), (f), (g), and (h).

14.5 **Effective Date.** The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

## Article 15

### FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Ministry may:

- (a) demand the return of the unspent Funds; or
- (b) adjust the amount of any further instalments of Funds accordingly.

## Article 16

### FUNDS UPON EXPIRY

16.1 **Funds Upon Expiry.** Without limiting any rights of the Ministry under Article 14, the Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control, or in the possession or under the control of a Community Partner.

## Article 17

### REPAYMENT

17.1 **Debt Due.** If the Recipient owes any monies, including any Funds, to the Ministry, whether or not their return or repayment has been demanded by the Ministry, such monies shall be deemed to be a debt due and owing to the Province of Ontario (the "Province") by the Recipient and the Recipient shall pay or return the amount to the Province immediately, unless the Ministry directs otherwise.

17.2 **Interest Rate.** The Province may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province on accounts receivable.

17.3 **Payment of Monies to Province.** The Recipient shall pay any monies owing to the Ontario by cheque payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

## Article 18

### NOTICE

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

**To the Ministry:  
c/o Healthy Communities Fund**



or to such other address as the Ministry subsequently designates in writing

**To the Recipient:**

At the Recipient's mailing address and facsimile number, as stated in the Application Form, or to such other address as the Recipient subsequently designates in writing.

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

- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
- (b) in the case of personal delivery or facsimile, on the day such Notice is received by the other Party.

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

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

**Article 19**

**SEVERABILITY OF PROVISIONS**

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

**Article 20**

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

**Article 21**

**INDEPENDENT PARTIES**

21.1 **Parties Independent.** The Recipient acknowledges that it and the Community Partners are not agents, joint venturers, partners or employees of the Ministry and the Recipient and Community Partners shall not take any actions that could establish or imply such a relationship.

**Article 22**

**ASSIGNMENT OF AGREEMENT OR FUNDS**

22.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.

22.2 **Enurement.** The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

**Article 23**

**GOVERNING LAW**

23.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

**Article 24**

**FURTHER ASSURANCES**

24.1 **Agreement into Effect.** The Parties shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to its full extent.

**Article 25**

**CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

25.1 **Force Majeure Means.** For the purposes of the Agreement, "**Force Majeure**" means an event that:

- (a) is beyond the reasonable control of a Party; and
- (b) makes a Party's performance of its obligations under the Agreement impossible, or so impracticable as reasonably to be considered impossible in the circumstances.

25.2 **Force Majeure Includes.** Force Majeure includes:

- (a) infectious diseases, war, riots and civil disorder;
- (b) storm, flood, earthquake and other severely adverse weather conditions;

- (c) confiscation and other similar action by government agencies;
- (d) lawful act by a public authority; and
- (e) strikes, lockouts and other labour actions,

if such events meet the test set out in section 25.1.

**25.3 Force Majeure Shall Not Include.** Force Majeure shall not include:

- (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees or a Community Partner or its agents or employees;
- (b) any event that a diligent Party could reasonably have been expected to:
  - (i) take into account at the time of the execution of the Agreement; and
  - (ii) avoid or overcome in the carrying out of its obligations under the Agreement.

**25.4 Failure to Fulfil Obligations.** Subject to section 14.1(f), the failure of either Party to fulfil any of its obligations under the Agreement shall not be considered to be a breach of, or Event of Default under, the Agreement to the extent that such failure to fulfill the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

**Article 26  
SURVIVAL**

**26.1 Survival.** The provisions in Article 1, sections 4.6(b), (c) and (d), sections 4.8(b), 5.3, 5.4, 7.1 (to the extent that the Recipient has not provided the Reports or other reports), 7.2, 7.3, 7.4, 7.5, 7.6, 7.7, 7.8 Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(c), (d), (e), (f) and (g), Articles 16, 17, 18, 19, 23, 26 and, 27, and all applicable Definitions, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**Article 27  
ENTIRE AGREEMENT AND CONFLICTS**

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

**27.2 Conflict.** In the event of a conflict or inconsistency, the terms and conditions contained in the Approval Letter or in any Subsequent Correspondence prevail over these general terms and conditions.

**27.3 Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

**Statement by Lead Applicant**

On behalf of and with the authority of the applicant, I/we certify that:

- a. the information given in support of this application for a grant is true, correct and complete in every respect;
- b. the applicant has read, understood and agrees to abide by the terms and conditions governing the grant outlined above and in subsequent correspondence from the Ministry;
- c. the applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- d. the applicant has a risk management plan for the prevention of abuse to vulnerable people or that the applicant has taken the appropriate measures or steps (e.g., volunteer screening, police reference checks, etc.) to help ensure that the people it serves will not be at risk; and
- e. the applicant accepts sole responsibility for the expenditure of all grant funds.
- f. the applicant has consulted a Regional Advisor on this application prior to submission.
- g. the applicant has provided all project Community Partners with a copy of this application.

I/We are authorized to bind the Applicant:

Name	Title
Signature	Date (yyyy/mm/dd)

## Mandatory Attachment Checklist

Ensure that you have included all of the **required** attachments below along with your completed application form (check when complete). Applications missing any of the following attachments will not be reviewed.

- Required Attachment #1 → Proof of eligibility**  
**\*\* (MUNICIPALITIES AND FIRST NATIONS EXCLUDED) \*\***  
All applicants must attach a complete copy of documents that confirm the eligibility of the organization. These include articles of incorporation, letters patent of the applicant, or special acts of incorporation.
- Required Attachment #2 → Copy of valid certificate of liability insurance**  
All applicants are required to submit a valid certificate of liability insurance (and any renewal or replacement as may be necessary) with their application that covers the time period of the project. The Certificate must reference the project, confirm the requirements of **Article 11.0** of the Terms and Conditions (part of this document), and state any pertinent exclusions as applicable, contained in the policy(ies).  
**NOTE: Your Certificate of Insurance must also list the "Indemnified Parties" as additional insureds as outlined in Article 11.0 of the Terms and Conditions included in this application. "Indemnified Parties" are defined in the Terms and Conditions as "her Majesty the Queen in right of Ontario, her Ministers, agents, appointees and employees."**
- Required Attachment #3 → Evidence of approval for this application**  
All applicants are required to provide written approval of this application from their Board of Directors. In most cases this will consist of a document such as a certified copy of a resolution of the Board of Directors. If the application is from a municipality, local services board or First Nation community, approval can be given by either a council resolution or by-law or by a staff member who has been delegated authority by council to enter into the Agreement with the Ministry.
- Required Attachment #4 → A list of your current elected Board of Directors or Council Members.**  
This list must include names, Board positions, Officer positions, telephone numbers, and e-mail addresses. Also indicate Board members' and Officers' occupations if relevant to their participation on the Board. If the application is from a municipality, Local Services Board or First Nation community, attach a list of the members of council or band council.
- Required Attachment #5 → Financial statements**  
**\*\* (MUNICIPALITIES EXCLUDED) \*\***  
Attach financial statements for the most recent completed fiscal year. For funding requests of \$75,000 and over, a financial statement audited or reviewed by a licensed public accountant is required. For funding requests under \$75,000, a financial statement or financial engagement review endorsed by your Board of Directors is required. This document must include a statement of revenues and expenses and a balance sheet.
- Required Attachment #6 → Letters from Community Partner(s) or other organization(s)**  
All applicants must submit signed letters from any partner or other organization(s) involved in the project outlining/acknowledging involvement with the project and/or the amount of in-kind and/or financial support provided for the project. These letters must be signed by an authorized signing official from each organization.  
**Note:** Your organization must provide three (3) written quotes for any to-be purchased good/service of \$5,000 and over **with your application**. For items of \$5,000 to \$10,000, written quotes contained in e-mail format will suffice. For planned purchases over \$10,000, formal quotes written as proposals are required.

