

TO: GENERAL COMMITTEE

SUBJECT: LETTER OF AGREEMENT: CITY OF BARRIE AND PROVINCE
RE: SUMMER COMPANY PROGRAM


WARD: 1-10

PREPARED BY AND KEY CONTACT: B. Kelly, YOUTH PROGRAM COORDINATOR – SMALL BUSINESS CENTRE EXT. 5448

SUBMITTED BY: S. SCHLICHTER, DIRECTOR – BUSINESS DEVELOPMENT

EXECUTIVE DIRECTOR APPROVAL: Z. LIFSHIZ, EXECUTIVE DIRECTOR – INVEST BARRIE

CHIEF ADMINISTRATIVE OFFICER APPROVAL: C. LADD, CHIEF ADMINISTRATIVE OFFICER



RECOMMENDED MOTION

1. That the Corporation of the City of Barrie enter into a Transfer Payment Agreement with Her Majesty the Queen in Right of Ontario as represented by the Minister of Economic Development, Employment and Infrastructure (MEDEI) for the provision of grant funds to deliver the Summer Company Program through the Small Business Centre of Barrie, Simcoe County and Orillia for the period ending December 31st, 2016.
2. That the City Clerk be authorized to execute all documents necessary to give effect to such agreement.
3. That should the Summer Company Program be extended under the same general conditions, the City Clerk be authorized to execute extensions to such an agreement in order to facilitate the transfer of grant funds.

PURPOSE & BACKGROUND

Report Overview

4. This staff report facilitates the receipt of grant funding for the Small Business Centre of Barrie, Simcoe County, and Orillia (Small Business Centre) to deliver the Summer Company Program, an initiative of the Ministry of Economic Development, Employment and Infrastructure (MEDEI). Objectives of Summer Company are as follows:
 - a) Provide small business supports and capital to help students aged 15 to 29 build strong local businesses;
 - b) Deliver training, mentoring, and capital for youth to start and operate a summer business;
 - c) Help young people become job creators instead of job seekers; and
 - d) Support and promote small businesses at the local level.

5. Historically, MEDEI has provided grant funding for programs and service delivery for the Small Business Centre through a services rendered funding model. MEDEI has implemented a transfer payment funding model for program providers of the Summer Company Program. Thus, a new agreement is required to be executed by the City of Barrie as administrators of the funds for the Small Business Centre, the local program provider.

BACKGROUND

6. In December 2001, Council Motion 01-G-526 approved the establishment of a Business Enterprise Centre in the City of Barrie and entered into a Letter of Agreement setting out the obligations of both, the Ministry of Economic Development, Employment and Infrastructure and the City of Barrie for the delivery of services for an Enterprise Centre.
7. The Small Business Centre of Barrie, Simcoe County and Orillia, formerly known as the Greater Barrie Business Enterprise Centre (GBBEC) has been operating since 2002. The Small Business Centre receives annual funding from MEDEI for its core business service delivery that includes business consultation, and the provision of information and resources for small business at the pre start-up, start-up and growth stages.
8. The City of Barrie currently holds the finances of the Small Business Centre and is managed as outlined in the Letter of Agreement with the Province. Delivery and funding of one-off or specialized MEDEI initiated programming (Summer Company, etc.) outside of the standard core service funding are a typical function of the Small Business Centre operations, but have usually fallen under the funding guidelines set out in the original Letter of Agreement executed in 2002.

ANALYSIS

9. The Summer Company Program is a key part of Ontario's Youth Jobs Strategy that was implemented in 2001 through the Province of Ontario budget. The Summer Company Program provides mentoring, training and capital for students aged 15-29 to start a small business during the summer. The Small Business Centre is one of four delivery agents for Barrie and the surrounding area.
10. The term of the Agreement will commence on the Effective Date (October 1st, 2015) and will expire on December 31st, 2016, unless terminated earlier pursuant to the Terms of the Agreement. MEDEI will be providing funding of approximately \$24,000 over a one-year period for the Small Business Centre to deliver the Summer Company Program.
11. As the funding for the Summer Company Program is being made as a transfer payment to the City of Barrie as opposed to their traditional, services rendered funding model, a new Agreement with MEDEI is required.
12. The complete agreement is attached in Appendix A. Staff in the Legal Department have reviewed the Agreement and have no concerns over its content. Highlights of the Agreement Require that the City of Barrie, as funding recipient, through the Small Business Centre to:
 - (a) Carry out the Program:
 - 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 Program;
- (b) Use the Funds only for the purpose of carrying out the Program;
- (c) Spend the Funds only in accordance with the Budget;
- (d) Submit to the Province all Reports in accordance with the timelines and content requirements set out in the Agreement;
- (e) Maintain all financial records (including invoices) relating to the Funds or otherwise to the Program in a manner consistent with generally accepted accounting principles; and
- (f) Maintain records of all non-financial documents and records relating to the Funds or otherwise to the Program.
- (g) The Recipient shall, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

ENVIRONMENTAL MATTERS

13. There are no environmental matters related to the recommendation.

ALTERNATIVES

14. There is one alternative available for consideration by General Committee:

Alternative #1

General Committee could choose not to enter into an Agreement with the Province of Ontario for the provision of the Summer Company Program. This is not recommended as the Summer Company Program is one of the Small Business Centres core youth programs and provides 12-15 young entrepreneurs with the self-employment experience through the program annually. Implementing this initiative delivers economic benefits back to the city.

The Small Business Centre has been operating for 15 years and continues to deliver programming through the partnership between the Province of Ontario and the City of Barrie and is a designated service delivery agent for the Summer Company Program.

FINANCIAL

15. The financial impacts to the City of Barrie are revenue neutral as the Summer Company program will be funded by MEDEI and leveraging the existing resources of the Small Business Centre.

16. The Small Business Centre accounts are maintained by the City and annual budgets are reviewed and approved by the Director of Business Development.
17. **LINKAGE TO 2010-2014 COUNCIL STRATEGIC PLAN**
15. The recommendations included in this Staff Report support the following goals identified in the 2014-2018 City Council Strategic Plan:
 - Build a Global Startup Community
16. The Summer Company Program supports the goals of establishing Barrie as a centre for excellence in innovation and entrepreneurship. By supporting and encouraging youth to start their own business, the City of Barrie is providing youth a point of access to engagement within the entrepreneurship community. Entering in to the Transfer Agreement with the Province of Ontario, will allow the Small Business Centre to obtain the provided funds necessary to deliver the program.

APPENDIX 'A' - Agreement

THE AGREEMENT is effective as of the 1st day of October, 2015.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development,
Employment and Infrastructure**

(the "Province")

- and -

The Corporation of the City of Barrie

(the "Recipient")

BACKGROUND:

The Recipient intends to undertake the Program which provides training, mentoring, and capital for youth to start and operate a summer business.

The Recipient has applied to the Province for funds to assist the Recipient in carrying out the Program and the Province wishes to provide such funds.

CONSIDERATION:

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

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

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

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

(e) "include", "includes" and "including" shall not denote an exhaustive list.

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

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 27.1 and any amending agreement entered into pursuant to section 33.2.

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

"Budget" means the budget attached to the Agreement in Schedule "B".

"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 set out at the top of the Agreement.

"Eligible Expenditures" means those expenditures required to implement the Program as more particularly described in Schedule "F" which are incurred by the Recipient after the Effective Date and prior to the Program End Date set out in the Timelines.

"Enrolment Allocation" means the Recipient's estimated number of students that will be accepted by the Province and enrolled in the Program during the term as identified in Schedule "A".

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

"Expiry Date" has the meaning ascribed to in section 3.1.

"Funding Year" means:

- (a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following September 30th; and
- (b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on October 1st following the end of the previous Funding Year and ending on the following September 30th.

"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 \$25,500 as per the funding formula identified in Schedule “B” during the term, to be disbursed by the Province in the manner provided for in this Agreement, which amount shall be adjusted downward in the event that the Enrolment Allocation is not achieved.

“**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.

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

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

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

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

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

“**Timelines**” means the Program schedule set out in Schedule “A”.

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 Program;
- (c) 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 shall continue to be true and complete for the term of the Agreement;
- (d) it shall comply with the terms and requirements of Schedule “H” - Information Management and Privacy Provisions;

- (e) it shall comply with the terms and requirements of Schedule "I" - Communications Protocol;
- (f) 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 Program, the Funds or both;
- (g) if in one of the 26 designated areas under the *French Language Services Act* (Ontario) (the "FLSA"), it shall provide all services to the public under the Program in accordance with the FLSA, by taking appropriate measures in that regard, including among other things, providing signs, notices and other information on such services and communicating with the public to make it known to members of the public that such services are available in French at the choice of a member of the public. In this regard, subject to the Province's satisfaction, the Recipient shall, among other things that the Province may require from time to time, ensure that:
 - (i) the portions of the Recipient's website relating to the Program are available in French;
 - (ii) all public documents relating to the Program are available in French;
 - (iii) bilingual (English/French) signs are posted as needed;
 - (iv) it has developed a protocol for providing francophone clients with services in French;
 - (v) and by no later than May 1 of every year during the term, it shall submit a written report to the Province regarding its provision of French language services and how it is meeting the requirements of this section 2.1(g)(iv). The report shall be in a form and content satisfactory to the Province;
- (h) it shall comply with the provisions of the *Accessibility for Ontarians with Disabilities Act, 2005*, and the regulations thereunder with regard to the provision of its goods or services contemplated herein to persons with disabilities. Without limitation, if applicable, pursuant to section 6 of Ontario Regulation 429/07, *Accessibility Standards for Customer Service*, made under the *Accessibility for Ontarians with Disabilities Act, 2005*, the Recipient shall ensure that all of its employees, agents, volunteers, or others for whom it is at law responsible, receive training about the provision of its goods and services to persons with disabilities; and
 - (i) it shall undertake the Program as described in Schedule "A" and meet the allocations specified in that schedule.

- 2.2 **Execution of Agreement.** The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into the Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of the Agreement.
- 2.3 **Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) decision-making mechanisms for the Recipient;
 - (d) procedures to enable the Recipient to manage Funds prudently and effectively;
 - (e) procedures to enable the Recipient to complete the Program successfully;
 - (f) procedures to enable the Recipient, in a timely manner, to identify risks to the completion of the Program, and strategies to address the identified risks;
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
 - (h) procedures to 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 shall provide the Province 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 December 31st, 2016 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.
- 3.2 **Term Extension.** The Province may, in its sole discretion, renew the Agreement for up to one additional one-year term, such renewal to be upon the same terms and conditions and covenants contained in this Agreement, excepting the option to renew and any amendments to the Funds or schedules as determined or approved by the Province in accordance with section 3.3.

3.3 Renewal Notice. A renewal notice issued pursuant to section 3.2 shall set forth the total amount of Funds that may be granted to the Recipient for the renewal period. Any changes or modifications to the Program shall be reflected in the appropriate schedule to the Agreement. The information in the renewal notice and any revised schedule(s) shall form part of the Agreement and prevail over the previous corresponding provisions or schedules.

ARTICLE 4
FUNDS AND CARRYING OUT THE PROGRAM

4.1 Funds Provided. The Province shall:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Program;
- (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule "C";
- (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 provided for in section 11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Program;
- (c) the Province is not obligated to provide instalments of Funds until it has received the reports described in Schedule "D", as applicable, in a form and content acceptable to the Province;
- (d) any disbursement of Funds to the Recipient shall be subject to applicable provisions of the Province's *Travel, Meal and Hospitality Expenses Directive*, as amended from time to time, and a summary of which is contained in Schedule "G" hereto;
- (e) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information provided

by the Recipient pursuant to section 7.1; and

- (f) if, pursuant to the provisions of 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 the Funds and, in consultation with the Recipient, change the Program; or
 - (ii) terminate the Agreement pursuant to section 13.1.

4.3 Use of Funds and Program. The Recipient shall:

- (a) carry out the Program:
 - (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 Program;
- (b) use the Funds only for the purpose of carrying out the Program;
- (c) spend the Funds only on account of Eligible Expenditures and in accordance with the Budget; and
- (d) not use the Funds to cover any specific cost that has or will be funded or reimbursed by any third party, including other ministries, agencies and organizations of the Government of Ontario.

4.4 Province's Role Limited to Providing Funds. For greater clarity, the Province's role under the Agreement is limited to providing Funds to the Recipient for the purposes of the Program and the Province is not responsible for carrying out the Program.

4.5 No Changes. The Recipient shall not make any changes to the Program, the Timelines and/or the Budget without the prior written consent of the Province.

4.6 Interest Bearing Account. If the Province provides Funds to the Recipient before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

- 4.7 **Interest.** If the Recipient earns any interest on the Funds, the Province may:
- (a) deduct an amount equal to the interest from any further instalments of Funds; or
 - (b) demand from the Recipient the repayment of an amount equal to the interest.
- 4.8 **Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.
- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 4.10 **Funding, Not Procurement.** For greater clarity, the Recipient acknowledges that:
- (a) it is receiving funding from the Province for the Program 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.

ARTICLE 5
ACQUISITION OF GOODS AND SERVICES, AND DISPOSAL OF ASSETS

- 5.1 **Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:
- (a) do so through a process that promotes the best value for money; and
 - (b) comply with the BPSAA, including any procurement directive issued thereunder, to the extent applicable.
- 5.2 **Disposal.** The Recipient shall not, without the Province'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 \$10,000 at the time of purchase.

ARTICLE 6
CONFLICT OF INTEREST

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Program and use the Funds without an actual, potential or perceived conflict of interest.

6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient, or
- (b) any person who has the capacity to influence the Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Program and the use of the Funds, or both.

6.3 **Disclosure to Province.** The Recipient shall:

- (a) disclose to the Province, 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 Province may prescribe as a result of the disclosure.

ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW

7.1 **Preparation and Submission.** The Recipient shall:

- (a) submit to the Province at the address provided in section 18.1, all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address provided in section 18.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 **Record Maintenance.** The Recipient shall keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Program 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 Program.

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 Program and the Recipient's 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 Program, or both.

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

ARTICLE 8 CREDIT

8.1 **Acknowledge Support.** Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Program.

- 8.2 **Publication.** The Recipient will indicate, in any of its Program-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

**ARTICLE 9
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 Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act. The Recipient further agrees to comply with the terms and conditions set out in Schedule "H" Information Management and Privacy Provisions attached hereto.

**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 Program 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 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.

**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 Program similar to the Program 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 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 shall make available to the Province a copy of each insurance policy.

**ARTICLE 12
TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Province may terminate the Agreement at any time 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:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
 - (c) determine the reasonable costs for the Recipient to wind down the Program, and:

- (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
- (ii) Subject to section 4.8, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

ARTICLE 13 TERMINATION WHERE NO APPROPRIATION

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.2(f), 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:
- (a) cancel all further instalments of Funds;
 - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
 - (c) determine the reasonable costs for the Recipient to wind down the Program and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province shall not provide additional Funds to the Recipient.

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

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:
- (a) in the opinion of the 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 Program;
 - (ii) use or spend Funds; and/or

- (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

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 Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

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 shall 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), (h) and (i).

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

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province 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 Province may:

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

ARTICLE 16 FUNDS UPON EXPIRY

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

**ARTICLE 17
REPAYMENT**

- 17.1 **Repayment of Overpayment.** If at any time during the term of the Agreement the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:
- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
 - (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.
- 17.2 **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.
- 17.3 **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.
- 17.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section 18.1.
- 17.5 **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.

**ARTICLE 18
NOTICE**

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the 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 Economic Development,
Employment and Infrastructure
Entrepreneurship Branch
56 Wellesley Street, West, 5th Floor
Toronto, ON M7A 2E7

Attention: Lyn Doering, Manager
Fax: 416-325-6538
Email: lyn.doering@ontario.ca

To the Recipient:

The Corporation of the City of Barrie
70 Collier Street
PO Box 400
Barrie, ON L4M 4T4

Attention: Stephannie Schlichter,
Director
Fax: (705) 739-4246
Email: stephannie.schlichter@barrie.ca

- 18.2 **Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery or fax, one Business Day after the Notice is delivered.

- 18.3 **Postal Disruption.** Despite section 18.2(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.

**ARTICLE 19
CONSENT BY PROVINCE**

- 19.1 **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.

**ARTICLE 20
SEVERABILITY OF PROVISIONS**

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

**ARTICLE 21
WAIVER**

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

**ARTICLE 22
INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the 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.

**ARTICLE 23
ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.2 **No Assignment.** The Recipient shall not, without the prior written consent of the Province, assign any of its rights, or obligations under the Agreement.
- 23.3 **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.

**ARTICLE 24
GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**ARTICLE 25
FURTHER ASSURANCES**

- 25.1 **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.

**ARTICLE 26
SURVIVAL**

- 26.1 **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, any other applicable definitions, sections 4.7(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Province to the satisfaction of the Province), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 26, 27, 29, 30, 32 and 33.

**ARTICLE 27
SCHEDULES**

- 27.1 **Schedules.** The Agreement includes the following schedules:
- (a) Schedule "A" - Program Description, Allocations and Timelines;
 - (b) Schedule "B" – Budget;
 - (c) Schedule "C" - Payment;
 - (d) Schedule "D" – Reporting Requirements;
 - (e) Schedule "E" – Request for Disbursement;
 - (f) Schedule "F" – Eligible Expenditures;
 - (g) Schedule "G" – Summary of the *Travel, Meal and Hospitality Expenses Directive*;
 - (h) Schedule "H" – Information Management and Privacy Provisions;
Exhibit "A" – Acceptable Use Policy;
Exhibit "B" – Privacy Policy; and
 - (i) Schedule "I" - Communications Protocol.

**ARTICLE 28
COUNTERPARTS**

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

**ARTICLE 29
JOINT AND SEVERAL LIABILITY**

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

**ARTICLE 30
RIGHTS AND REMEDIES CUMULATIVE**

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

**ARTICLE 31
ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES**

- 31.1 **Recipient Acknowledges.** The Recipient:
- (a) acknowledges that by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the BPSAA, the PSSDA, and the *Auditor General Act* (Ontario);
 - (b) acknowledges that Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the BPSAA; and
 - (c) will comply with any such legislation, including directives issued thereunder, to the extent applicable.

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

- 32.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;

- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing, the Province may suspend the payment of Funds for such period as the Province determines appropriate.

**ARTICLE 33
ENTIRE AGREEMENT**

- 33.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 33.2 **Modification of Agreement.** The Agreement may only be amended by a written agreement duly executed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development,
Employment and Infrastructure**

Carrie Burd
Director, Entrepreneurship Branch

Date

THE CORPORATION OF THE CITY OF BARRIE

Name:
Title:

Date

Name:
Title:

Date

I/We have authority to bind the Recipient.

SCHEDULE "A"

PROGRAM DESCRIPTION, ALLOCATION AND TIMELINES

Program Description

The Recipient will undertake the Summer Company program (the "Program"), which will provide business training, mentoring, and up to \$3,000 in awards to help enterprising students, aged 15 to 29, start and run their own summer businesses. Participants keep the profits generated through the operation of their businesses. For the purposes of this Agreement, "participant" is defined as a student applicant who meets the eligibility criteria and has been selected by the Recipient to take part in the Program.

The purpose of the Program is to raise awareness among the Province's youth of entrepreneurship as a viable career option and to teach them the value of entrepreneurial skills in personal and career endeavors.

Program Requirements

The Recipient will deliver the Program through **Small Business Centre of Barrie, Simcoe County and Orillia**.

The Small Business Centre is a unit of Invest Barrie Division of the City of Barrie.

The Recipient is responsible for the day-to-day operations and is ultimately responsible for the functioning and accountability of the Corporation of the City of Barrie.

The Recipient is responsible for:

- adapting the Program framework to respond to local needs and opportunities for young entrepreneurs
- promoting and marketing the Program to targeted groups
- recruiting applicants in accordance with the Applicant Guidelines to ensure Program allocations are met (ontario.ca/document/summer-company-program-guidelines)
- reviewing applicants' business plans and cash flow statements
- interviewing applicants to assess their suitability for the Program
- administering and approving applications through the Summer Company Registration, Eligibility and Evaluation Network web-based system that is owned and maintained by the Province ("SCREEN") which includes:
 - entering approval rationale
 - completing and attaching the Recommendation Checklist, Letter of Agreement, Release and Consent form, and Guarantor forms in PDF format (all of which are accessible through SCREEN)

- recruiting and coordinating business mentors
- providing a minimum 12 hours of business training per Program participant
- reporting identified performance measures, as outlined in Schedule "D"
- collecting and submitting success stories, as outlined in Schedule "D"
- distributing the Province's survey to Program participants at the end of the Program cycle

Enrolment Allocation

The Recipient intends to meet up to, but not exceed, the following Program participant enrolment allocation by June 30, 2016 or on a date specified by the Province:

Period	Maximum Enrolment Allocation
Effective Date to June 30, 2016 or on a date specified by the Province:	15

Timelines

Program Start Date: October 1, 2015

Program End Date: September 30, 2016

SCHEDULE "B"

BUDGET

The amount of Funds shall be based on the following funding formula:

The sum of **A + B**, where,

A is for administration and follows in respect of actual student application approval by the Recipient for the Program: \$1,500 per student approved;

B is up to \$3,000 per year per office for marketing and outreach, including travel

Note: as further set out in section 4.2(d), any disbursement of Funds to the Recipient is subject to applicable provisions of the Province's *Travel, Meal and Hospitality Expenses Directive*

Budget as of MM/DD/YYYY		
Project Delivery Expenses	Budget Plan	Actual
Administration	Cash	Cash
Project Delivery		
Youth Programs Coordinator	\$ 14,000	
Benefits – Small Business Centre Clerk	\$ 2,850	
Marketing & Outreach		
Travel for Outreach	\$ 150	
Marketing (Radio, Print, Promotional Materials)	\$ 3,000	
Wrap Up Celebrations	\$ 500	
Summer Company Launch	\$ 1,500	
Information Sessions	\$ 350	
Travel & Training		
Training & Materials	\$ 1,500	
Travel for Site Visits & Training	\$ 150	
<i>Total Expenses</i>	\$ 24,000	\$ -
TOTAL	\$ 24,000	\$ -
Revenues and Resources	Cash	Cash
<i>Total Revenues (excluding Ministry)</i>	\$ -	\$ -
Ministry Contribution		
Funding Year	2015-2016	
<i>Total Ministry Contribution</i>	\$ 24,000	\$ -
<i>Total Revenues (Including Ministry)</i>	\$ 24,000	\$ -
TOTAL	\$ 24,000	\$ -

SCHEDULE "C"

PAYMENT

PAYMENT MILESTONE	AMOUNT
Upon execution of agreement and submission of a valid insurance certificate	\$ 15,300 (60% of FUNDS)
Upon receipt, to the satisfaction of the Province, of the Final Report	\$ 10,200 (40% of FUNDS)

SEE SCHEDULE "D" FOR REPORT DETAILS

*Note: The actual Funds disbursed to the Recipient under this Schedule may be adjusted in accordance with section 4.2 of the Agreement.

SCHEDULE "D"

REPORTING REQUIREMENTS

REPORTING REQUIREMENTS

NAME OF REPORTS	DUE DATE
1. SCREEN Input Report	On a date or dates specified by the Province.
2. French Language Services Compliance Report, if required pursuant to section 2.1(g)	May 1, 2016
3. Success Stories	August 30, 2016
4. Final Report	October 31, 2016
5. Such additional reports as the Province may specify from time to time	On a date or dates specified by the Province.

REPORT DETAILS

All Reports shall be submitted electronically to summer_company@ontario.ca unless otherwise directed by the Province.

1. Screen Input Report

The Recipient shall complete and deliver the following table for the Screen Input Report:

SCREEN Input Report	2016
Number of Inquiries	
Number of Submissions	
Number of Approved Applicants	
Number of Withdrawals	
Number of Defaults	

2. French Language Services Compliance Report

The Recipient shall submit confirmation of compliance with the *French Language Services Act* in accordance with the requirements set out in Section 2.1(g) of the Agreement. The said confirmation must be submitted in a template to be provided by the Province and in an electronic format that is suitable for printing.

3. Success Stories

The Recipient shall submit success stories equaling to at least 10% of the total number of Program participants.

The success stories shall include a description of the Program participant's business and experience with the Program; and photos. The stories shall be a minimum 100 words each. Photos will meet the below requirements:

- Should be action shots or should show the student displaying his/her product;
- Should **NOT** include a **third party**;
- Must be **HIGH Resolution File** (see below); and
- Must be saved as First_LastName-City of ProgramProvider.JPEG (for example: John_Doe_Windsor).

	High Resolution File	Size (Mb) / Picture
Photo Requirements:	> 1000x1400 pix	> 1.0 MB

4. Final Report

The Final Report will be in a template to be provided by the Province and in an electronic format that is suitable for printing.

The Final Report will require the following information:

- a) **Narrative Report**
A general description of:
 - The operations of the Program during the Program cycle
 - Marketing and outreach activities
 - Successes and lessons learned
 - Business mentoring groups
 - Confirmation of compliance with the *French Language Services Act* in accordance with the requirements set out in Section 2.1(g) of the Agreement.
- b) **Financial Report**
 - Actual funds spent as compared to the Budget attached as Schedule "B" to the Agreement with any variances identified.

- c) Request for Disbursement
 - A completed request for disbursement in the form set out in Schedule "E"
- d) Training and Mentoring
 - Number of training hours
 - Number of mentoring hours

5. Other Reports

- a) The Province will specify the timing and content of any other Reports that may be required by the Province.

SCHEDULE "E"

REQUEST FOR DISBURSMENT

TO: The Ministry of Economic Development, Employment and Infrastructure

FROM: The Corporation of the City of Barrie

RE: Request for Funds for the Period Ending: _____

A Amount previously received this fiscal year:	\$
B Amount requested:	\$
C Actual Interest earned on Funds this fiscal year to date:	\$
D Total received and requested year-to-date plus Interest:	\$

I, _____ of (the "Recipient") hereby certify that:

1. the unexpended and uncommitted balance of Funds as at < DATE > is \$, **Instructions to staff:** Recipient to fill out].
2. after making all appropriate examinations and enquiries, the Recipient is in compliance with the terms and conditions of the agreement (the "Agreement") with Her Majesty the Queen in right of Ontario dated effective <DATE > **Instructions to staff:** Recipient to fill out].and there have been no material changes made to the Program or Budget, as such terms are defined in the Agreement;
3. the reported revenues and expenditures for the period ending _____ **Instructions to staff:** Recipient to fill out].are accurately reported and that all Funds were spent in accordance with the Terms of the Agreement; and,
4. the amount requested herein as an advance in Funds will be incurred on behalf of the Recipient solely for Eligible Expenditures.

Dated this day of _____ 20XX.

Signed: _____

[Instructions to staff: Recipient to fill out – name of person with the authority to sign, title, and organization name].

SCHEDULE "F"

ELIGIBLE EXPENDITURES

Eligible Expenditures:

The Province has final authority in determining eligible expenditures and valuation. To be eligible for funding, expenditures must be directly related and necessary for the successful delivery of Summer Company. Documentation for all expenditures must be maintained for audit purposes and costs are not to exceed fair market value. In the event of any interpretation issues regarding expenditures or valuations, the Province has final authority.

Eligible **Administration and Project Delivery Expenditures** include but are not limited to:

- Salaries of project management staff (prorated).
- Development and delivery of small business training for participants.
- Materials required for mentoring group.
- Police checks for members of business mentoring group and staff.
- Costs related to work performed by companies or individuals that contribute to the project under contract.
- Professional fees, including legal, audit and insurance fees, directly related to and required for the management of the project or to conduct the work of the project may be eligible. Documentation may be required. Costs not to exceed fair market value.
- Telecommunications fees including connectivity charges.
- Facility rental fees and utilities used specifically to support the Summer Company program, and not of a nature, which the applicant in the normal course of business would have incurred, and demonstrably incremental to the activities for which you are provided funding.

Eligible **Marketing and Outreach Expenditures** include but are not limited to:

- Marketing materials and all related communication costs if they are directly related to the project and not already supplied by the Province.
- Production and distribution of promotional materials.
- Travel costs to deliver marketing and outreach.
- Facility rental fees used to specifically market the program.

Eligible **Travel and Training Expenditures** include but are not limited to:

- Travel costs to Toronto or within the region for Recipient staff to attend mandatory training sessions delivered by the Province.
- Travel costs to bring participants/mentors from rural and remote communities to training sessions and business mentoring meetings.

NOTE: Travel costs are determined in accordance with the Ontario Travel, Meal and Hospitality Expenses Directive

Ineligible Expenditures include but are not limited to:

- Costs not directly associated with meeting the deliverables set out in this Agreement and costs that would have been incurred in the normal course of operations.
- Salaries (except for project management costs covered under project administration and communications), and private sector contractors/consultants fees.
- Out of province travel costs for Recipient staff.
- Expenses or fees payable to organizations outside Ontario.

- Capital expenses including, but not limited to, buildings and land.
- Annual membership fees to associations.

SCHEDULE "G"

SUMMARY OF THE TRAVEL, MEAL AND HOSPITALITY EXPENSES DIRECTIVE

TRAVEL - ALL EXPENSES MUST BE DIRECTLY RELATED TO THE PROGRAM

Airplane: Air travel is permitted if it is the most practical and economical way to travel.

- Economy (coach) class is the standard option for ticket purchase
- Please purchase your ticket as early as possible to access the most reasonable fares

Train: Travel by train is permitted when it is the most practical and economic way to travel.

- Coach class economy fare is the standard
- Please purchase your ticket as early as possible to access the most reasonable fares

Vehicle: Travel by vehicle is permitted when road transportation is the most practical, economical way to travel:

- Kilometres are claimed at \$0.40 per kilometre in the south and \$0.41 per kilometre in the north

Taxi Fares: Reimbursement of taxicab fares should be made only under the following conditions:

- When other means of transportation are not available
- When weather conditions warrant
- For health and safety considerations
- When transport of work-related baggage or parcels is required
- For group travels when cost effective
- Maximum claimable gratuity (tip) is 10%

Hotels: Reimbursement of hotel costs is permitted when these costs are the most practical, economical way to accommodate the person:

- A basic, economical hotel room is the standard option
- Booking hotel suites or larger/more deluxe rooms should not be permitted
- When a block of hotel rooms is made available for an event, conference etc. at a reduced rate, rooms at higher rates should not be covered
- If another hotel or room is booked when a conference/event block of rooms was available, only costs up to the conference rate should be covered. It is up to the claimant to book the hotel room at the reduced rate within a reasonable timeline to get the rate.
- Hotel expenses charged should be for the hotel room alone. Phone calls, room service, internet charges, movie charges, parking, other service charges etc. should not be "bundled" into the hotel room rate. The exception being any food costs that are offered as a deal within a room rate. For example, a hotel "Bed & Breakfast" option where the cost of the room and breakfast are economical.

MEAL RATES IN CANADA INCLUDING TAXES AND GRATUITIES

- \$8.75 Breakfast
- \$11.25 Lunch
- \$20.00 Dinner

Please Note:

- When a meal is provided as part of a conference or other event, the costs of an alternative meal other than the conference or event meal should not be covered.
- No alcohol costs can be claimed and should not be covered as part of meal or travel costs.
- Reimbursement should be for restaurant/prepared food only. Groceries should not be covered.
- Room service meals while staying at a hotel should not be covered.

Submitting Claims & Records

All travel claims must be maintained for financial records by the claimant and the organization paying the travel claim:

- Claimants should submit original, itemized receipts with all claims (credit card slips are not sufficient).
- All claims should be supported by original itemized receipts. "Original itemized receipts" refers to a receipt that lists the items purchased and the individual prices for each item on the receipt.
- For more information on the Government of Ontario *Travel, Meal and Hospitality Expenses Directive*, April 1, 2012, please see:
http://www.mgs.gov.on.ca/en/Spotlight2/STDPROD_080798.html

SCHEDULE "H"

INFORMATION MANAGEMENT AND PRIVACY PROVISIONS

1.0 Definitions

1.1 For the purposes of this Schedule, the following words shall have the meanings ascribed to them below unless there is something in the context inconsistent therewith:

- (a) "Copies" means duplication, in any medium, of data contained in or derived from the Program Personal Information Bank;
- (b) "Guarantor" means the parent or legal guardian of a Participant who is matched with the Recipient for the purposes of participating in the Program;
- (c) "Participant" means a student applicant or participant as the case may be who has been matched with the Recipient for the purposes of participating in the Program;
- (d) "FIPPA" means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F. 31, as amended;
- (e) "Personal Information" has the same definition as in subsection 2(1) of FIPPA;
- (f) "Personal Information Bank" has the same definition as in subsection 2(1) of FIPPA and includes the information contained in the SCREEN database as well as the release forms, letters of agreement and documentation related to disbursement;
- (g) "Program" means the Summer Company Program;
- (h) "Program Cycle" means the period of time beginning with the submission of a Participant's application and during which the Participant's business is operational as part of the Program;
- (i) "Program-related information" means information, recorded on any medium that is collected, created or used by either the Province or the Recipient in support of the Program. Program-related information includes, but is not limited to reports, studies, promotional and marketing materials.
- (j) "SCREEN" means the Summer Company Registration, Eligibility and Evaluation Network web-based system that allows Participants to submit applications and participate in the Program, and that allows the Recipient to administer and manage the Program online.

2.0 Custody and Control

- 2.1 The Province will provide the Recipient with access to Participant and Guarantor information contained in the Program Personal Information Bank as is required for the Recipient to deliver the Program.
- 2.2 In accessing the SCREEN database, the Recipient agrees to comply with Province's Acceptable Use Policy, attached hereto as Exhibit "A".
- 2.3 The Province shall retain custody and control of the records and any Copies of the records contained in or derived from the Program Personal Information Bank.

3.0 Collection, Use, and Disclosure of Personal Information

- 3.1 The Recipient will collect Personal Information only for the purposes of administering the Program, promoting and advertising the Program, and notifying Participants about other of the Province's programs. The Recipient will only collect as much Personal Information as is necessary for these purposes.
- 3.2 The Recipient will collect Personal Information solely from the Participant or Guarantor to whom the information relates.
- 3.3 The Recipient will collect Personal Information from the Participant or Guarantor in accordance with the Province's privacy policy, which is attached hereto as Exhibit "B".
- 3.4 After entering a Participant's or Guarantor's social insurance number into the SCREEN database, the Recipient will destroy all records of the number in such a manner that the number cannot be subsequently reconstructed or retrieved except through SCREEN, as directed by the Province.
- 3.5 The Recipient will use, copy and disclose Personal Information solely as is necessary to administer the Program, promote and advertise the Program, or notify Participants about other of the Province's programs.
- 3.6 The Recipient will comply with the Province's privacy policy, which is attached hereto as Exhibit "B".

4.0 Disposal and Retention of Personal Information

- 4.1 Where the Province has copies of the Personal Information in the Recipient's possession, upon completion of the Program Cycle, the Recipient shall destroy all copies of Personal Information in its possession in such a manner that the information cannot be subsequently reconstructed or retrieved and as directed by the Province.
- 4.2 Upon completion of the Program Cycle, the Recipient shall retain all Program-related information in its possession for a period to be determined by the Province.

5.0 Access and Security

5.1 The Recipient will limit access to Personal Information to those individuals who have a need to know such information.

5.2 The Recipient shall:

- (a) Secure and protect all Personal Information and Program-related information in its possession from unauthorized access, disclosure or destruction.
- (b) Ensure that all non-electronic Personal Information and Program-related information in its possession is
 - (i) stored in locked cabinets;
 - (ii) maintained in a secure, supervised location; and
 - (iii) accessed only by individuals who have authorization to do so.
- (c) Ensure that all electronic Personal Information and Program-related information in its possession is stored on computers to which
 - (i) the public does not have access; and
 - (ii) access is restricted by user ID and password.

5.3 The Recipient agrees to implement other specific security measures that in the reasonable opinion of the Province would improve the adequacy and effectiveness of any measures used to ensure the security and integrity of Personal Information and Program-related information generally.

5.4 The Recipient shall report any known or suspected data breach to the following individual:

Manager, Youth Partnerships
Ministry of Economic Development, Employment and Infrastructure
Entrepreneurship Branch
5th Floor, 56 Wellesley Street West
Toronto, ON M7A 2E7
Telephone: 416-212-0549
E-mail: summer.company@ontario.ca

6.0 Audit

6.1 The Province reserves the right to audit the Program-related activities of Recipients in order to assess and verify compliance with the terms and conditions set out in this Schedule and its compliance with the Province's Privacy Policy and Acceptable Use Policy.

6.2 The Recipient shall, upon the written request of the Province, permit the Province to conduct an audit of its facilities and information management practices.

7.0 Requests, Questions and Complaints

7.1 The Province shall manage all requests related to Personal Information and its privacy policy through the Ministry of Economic Development, Employment and Infrastructure's Freedom of Information Coordinator.

7.2 The Recipient shall co-operate with the Province in resolving any privacy complaints or requests for access to information.

EXHIBIT "A" - ACCEPTABLE USE POLICY

1. PURPOSE AND DEFINITIONS

The purpose of the Acceptable Use Policy ("Policy") is to provide a set of principles and practices governing all users of the Ministry's Summer Company Registration, Eligibility and Evaluation Network ("SCREEN") web-based Back Office. This policy is subject to change from time to time without notice at the sole discretion of the Ministry. This Policy is intended to protect the Ministry from

1. Unauthorised collection, use and disclosure of Personal Information;
2. Legal issues arising from misuse of SCREEN or of the Ministry's computer resources used to access SCREEN;
3. Exposure to risks, such as virus and hacker attacks, compromise of network systems and Security Breaches.

In this Policy, unless the context otherwise requires, the following terms, words and phrases shall have the meaning indicated below:

"Back Office" means the SCREEN application interface used to manage and administer the Summer Company Program.

"Breach" means breaking or neglect of a policy or procedure, duty, contract, or someone's privileged rights resulting in the unauthorized access to sensitive information.

"End User" means any user with either a "Head Office" or "Officer" account that permits access to the SCREEN **Back Office**. "Head Office" and "Officer" accounts are given by Ministry management to Program Providers.

"Front Office" means the SCREEN application interface used by students to submit an application to and participate in the Summer Company Program.

"Ministry" means the Ministry of Economic Development, Employment and Infrastructure.

"Participant" means a student applicant or participant as the case may be who has been matched with the Recipient for the purposes of participating in the Program.

"Personal Information" has the same definition as in subsection 2(1) of FIPPA.

"Program" means the Summer Company Program.

"Program Cycle" means the period of time beginning with the submission of a Participant's application and during which the Participant's business is operational as part of the Program.

"Program Provider" means non-profit delivery agencies and Small Business Enterprise Centres who assist the Province in delivering the Program on behalf of the Recipient.

“Program-related Information” means information, recorded on any medium that is collected, created or used by either the Ministry or the Program Provider in support of the Program. Program-related information includes, but is not limited to reports, studies, promotional and marketing materials.

“SCREEN” means the Summer Company Registration, Eligibility and Evaluation Network web-based system that is owned and maintained by the Ministry. SCREEN allows Participants to submit applications and participate in the Program, and that allows Program Providers to administer and manage the Program online.

“Security Breach” means the unauthorized disclosure of classified information, or the loss, theft, or deliberate damage of sensitive material assets.

2. SCOPE

This Policy applies, without exception, to all Ontario Government employees and Program Providers, assisting in the administration of the Program, who have access to the SCREEN Back Office.

This Policy’s scope does **not** apply to the SCREEN Front Office.

3. GENERAL USE

- (a) For security and network maintenance purposes, the Ministry may periodically authorize the monitoring of equipment, systems and network traffic.
- (b) The Ministry has the authority to periodically perform a network and system audit or an audit of a Program Provider’s facilities to ensure compliance with this Policy.

4. SECURITY AND PROPRIETARY INFORMATION

- (a) The Back Office interface of the SCREEN system is confidential, to be used solely by Ministry staff and Program Providers with “Head Office” and “Officer” accounts.
- (b) Access to and use of SCREEN shall be limited solely to the administration of the Program.
- (c) Personal Information contained in SCREEN shall be used and disclosed only for the purposes of administering, advertising and promoting the Program and to contacting Participants about other Ministry initiatives.
- (d) All End Users are responsible for the security of their SCREEN passwords and accounts, and for ensuring that their accounts are never shared.
- (e) All End Users are responsible for ensuring that the computers that they use to access the SCREEN Back Office are inaccessible to the public and are either locked, logged off or shut down when unattended.

- (f) All End Users must adhere to the following SCREEN password rules:
 - (i) A password must have a minimum length of 8 characters.
 - (ii) A password must consist of one or more numbers, one or more upper or lower case letters, and one punctuation character (e.g. "!").
 - (iii) Passwords must be changed following each Program launch date.
- (g) Program Providers must ensure that security safeguards, such as anti-virus and anti-spyware software, are installed and kept current on the computers that they use to access SCREEN.
- (h) All End Users are responsible for reporting immediately any known or suspected security or privacy breach, loss and theft of computerized devices and Personal Information stored on those devices to the following individual:

Manager, Youth Partnerships, Ministry of Economic Development, Employment and Infrastructure, Entrepreneurship Branch
5th Floor, 56 Wellesley Street West
Toronto, ON M7A 2E7
Telephone: 416-212-0549 E-mail: summer.company@ontario.ca

5. UNACCEPTABLE USE

The following activities are **strictly prohibited**:

- (a) Engaging in illegal activities while using Ministry resources.
- (b) Engaging in illegal activities while using Ministry resources.
- (c) Engaging in a personal business while using Ministry resources.
- (d) Unauthorised copying, use, or disclosure of Program data in any medium.
- (e) Revealing any technology, such as SCREEN programming code and technical information, without prior Branch senior management approval.
- (f) Introducing malicious programs, such as viruses, trojans, or malware, into the network or SCREEN.
- (g) Revealing an account password to others or allowing others to use that account.
- (h) Permitting unauthorised access to computers that are used to access the SCREEN Back Office.
- (i) Using the Ministry's computer resources to engage in acts of harassment.

- (j) Using any Ministry account to commit fraud.
- (k) Effecting or failing to report a known or suspected Security Breach.
- (l) Effecting a disruption of the network, including, but not limited to, network sniffing, packet spoofing and denial of service attacks.

6. POLICY COMPLIANCE

- (a) A violation of this Policy by any Ministry employee or employee of the Government of Ontario, acting on the Ministry's behalf, may result in disciplinary action and/or investigation as needed.
- (b) A violation of this Policy by a Program Provider may result in the termination of its contract in accordance with its terms.

EXHIBIT "B" – PRIVACY POLICY

PROTECTING PERSONAL INFORMATION

The Ministry of Economic Development, Employment and Infrastructure (the "Ministry") has adopted the following Privacy Policy (the "Policy") and practices for the collection, use and disclosure of personal information that is provided by all applications submitted through the Summer Company Program (the "Program"). The purpose of this Policy is to explain how the Ministry safeguards the personal information provided in connection with the Program. The Ministry is also subject to the [Freedom of Information and Protection of Privacy Act, 1990](#) ("FIPPA"), which governs the collection, use, and disclosure of personal information by the Ministry.

The Ministry has the right to change this Policy at any time without notice.

DEFINITIONS

In this Policy, unless the context otherwise requires, the following terms, words and phrases shall have the meaning indicated below:

"Ministry" means the Ministry of Economic Development, Employment and Infrastructure

"Personal Information" has the same meaning as in subsection 2(1) of the [Freedom of Information and Protection of Privacy Act, R.S.O., 1990 c. F.31](#) as amended ("FIPPA").

"Program" means the Summer Company program.

"Program Cycle" means the period of time beginning with the submission of a Participant's application and during which the Participant's business is operational as part of the Program.

"SCREEN" means the Summer Company Registration, Eligibility and Evaluation Network web-based system that allows Participants to submit applications and participate in the Program, and that allows program providers to administer and manage the Program online.

POLICY PRINCIPLES

1. *Accountability*

- (a) The Ministry is responsible for the protection of Personal Information under its custodianship and control, in accordance with *FIPPA, Part III, Protection of Individual Privacy*.
- (b) The Ministry's authority to collect Personal Information to administer its Program is the [Ministry of Economic Development and Trade Act, RSO. 1990, C. M.27 as amended and Order in Council 1960/2006](#).
- (c) The Ministry collects Personal Information directly from the individual (student participant or his/her guarantor) to whom the Personal Information relates.

- (d) The Ministry has designated the Freedom of Information Coordinator with the responsibility of ensuring its compliance with this Policy and all applicable privacy laws, and of answering all questions and requests regarding the collection, use and disclosure of Personal Information. See section 10 below.
- (e) All Ministry employees shall limit access to Personal Information to those individuals who have a need to know such information as necessary to administer the Program.
- (f) The Program's Web Site may contain links to other web sites. The Ministry is not responsible for the privacy practices of other web sites. This Policy applies solely to information collected by the Ministry in connection with the Program.

2. Identifying Purposes

- (a) The Ministry collects, uses and discloses Personal Information as is necessary solely for the purposes of administering, promoting and advertising the Program and contacting applicants about other Ministry initiatives.
- (b) The Ministry identifies the purposes for which Personal Information is collected at or before the time the information is collected.

3. Consent

- (a) The Ministry collects, uses, or discloses Personal Information only with the knowledge and consent of the applicant to whom the Personal Information relates, or with the knowledge and consent of his/her guarantor, except where required or permitted by law.
- (b) Consent is not obtained through deception.
- (c) Notice of Collection is provided at the time of or prior to the collection of Personal Information.
- (d) The participant or his/her guarantor may withdraw his/her consent to the collection, use or disclosure of his/her personal information at any time, on reasonable notice. Withdrawing consent may result in withdrawal from the Program and the participant will not be permitted to make another Program application in any future Program year.
- (e) In the event that the participant or his/her guarantor withdraws his/her consent, the Ministry will erase all the participant's or guarantor's Personal Information from the Program information bank, unless there is an overriding legal requirement to retain the information.

4. Limiting Collection

- (a) The collection of personal information is limited to those purposes necessary for administering, promoting and advertising the Program and contacting student applicants.
- (b) The Ministry collects personal information by fair and lawful means.

5. Limiting Use, Disclosure, and Retention

- (a) The Ministry does not use or disclose Personal Information for purposes other than those for which it was collected, except with the express consent of the applicant or his/her guarantor, or as required or permitted by law.
- (b) The Ministry retains Personal Information as long as necessary to fulfill the Program's requirements, or as required by law.

6. Accuracy

- (a) The Ministry ensures, to the best of its ability, that Personal Information in its custody is accurate, complete and up-to-date.
- (b) To request a correction to one's own Personal Information after the completion of a Program Cycle, contact the Freedom of Information Coordinator as described in section 10 below.

7. Safeguards

The Ministry protects Personal Information in its custody by the following safeguards:

- (a) Physical (e.g. locked filing cabinets, restricted access, appropriate disposal of personal information)
- (b) Organizational (e.g. security clearances, access only on a "need to know" basis, employee training)
- (c) Technological (e.g. passwords, data encryption)

8. Openness

The Ministry may make available, upon a request in writing or by e-mail to the Freedom of Information Coordinator, the following information:

- (a) a description of the type of Personal Information held by the Ministry, including a general account of its use,
- (b) what Personal Information is made available to other organizations.

9. Individual Access

- (a) After the completion of a Program Cycle, a participant or his/her guarantor **cannot** access his/her Personal Information via the Web Site. All requests for access to one's own Personal Information must therefore be submitted to the Freedom of Information Coordinator as described in section 10 below.
- (b) Access requests are governed by FIPPA and access is subject to the limits and exceptions outlined in FIPPA.
- (c) The Ministry will normally respond to the requester within 30 days after receiving a request.
- (d) The Ministry may, however, extend the thirty day time limit in certain circumstances.
- (e) A participant or his/her guarantor may request a correction of his/her Personal Information where the individual believes there is an error.

10. Requests, Questions and Complaints

Please contact the Freedom of Information Coordinator **in writing or by e-mail** at the address below if:

- (a) You have any questions or complaints about the Ministry's privacy policies and practices;
- (b) You wish to request access to or a correction of your Personal Information:

Freedom of Information Coordinator
Ministry of Economic Development, Employment and Infrastructure
Corporate Services Division
3rd Floor, Hearst Block, 900 Bay Street
Toronto, Ontario M7A 2E1
Telephone: 416-326-1344
E-mail: patricia.carroll-tougas@ontario.ca

SCHEDULE "I"

COMMUNICATIONS PROTOCOL

1. The Recipient shall provide to the Province, prior to release, an electronic copy of all reports, announcements, brochures, audiovisual materials, internet materials, advertising and publicity, including design or other public communication or publication.
2. The Recipient shall follow the paid advertising protocol with the Province prior to release any advertisement using the logo of the Summer Company program or the Province of Ontario.
3. The Recipient shall advise the Province's staff (to be designated by the Province) of any upcoming (positive or negative) announcements, events, or advertising campaigns related to the Recipient's Program activities (e.g. news release, news conference, awards, , etc.) and, at the Province's option, provide the Province with the opportunity to participate or be present at these announcements or events. The Recipient will provide the Province with a minimum of ten (10) business days prior oral or written notice of such announcements, events, or advertising campaigns.
4. The Recipient will not make any public announcement related to the Recipient's Program activities until the Province has been notified of the announcement.
5. The Recipient will respond to requests by the Province for information about any public announcement as soon as possible and in any event will provide an initial response within twenty-four (24) hours.
6. The Recipient shall include information about the Summer Company Program on its website, including promotional material and instructions for accessing the Summer Company Program, with links to the Provincial youth jobs web page or other websites identified by the Province. This includes the Recipient using the visual identifiers for Youth Job Strategy (YJS) provided by the Province.