

## Terms and Conditions

### Conditions

**The Francophone Community Grants Program** (the “**Program**”) awarded by His Majesty the King in right of Ontario as represented by **the Minister of Francophone Affairs** (the “**Province**”) are governed by an agreement between the Applicant and the Province. The general terms and conditions of this Agreement are contained in this Application Form.

By signing this Application Form and submitting it to the Province, the Applicant is agreeing to be bound by these terms and conditions, if the Province awards the Applicant a grant.

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

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

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

### 1.0 INTERPRETATION AND DEFINITIONS

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

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

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

**"Agreement"** means the Application Guidelines; the Application Form, including these terms and conditions; the Approval Letter; and any additional terms and conditions that may be contained in the Approval Letter or Subsequent Correspondence.

**"Applicant"** means the entity that has submitted the Application Form to the Province for funding under the Program.

**"Application Form"** means the Transfer Payment Ontario Application Form, including these terms and conditions; all required supporting documentation submitted by the Applicant for funding under the Program; and all information contained therein.

**“Application Guidelines”** means the Ministry of Francophone Affairs’ Francophone Community Grants Program (FCGP) 2025-26 Guidelines for either the Community and Culture Stream or Economic Development Stream, as appropriate, for applications made to the Program.

**“Approval Letter”** means the letter from the Province to the Applicant indicating the status of the Applicant’s Application Form.

**“Budget”** means the budget submitted by the Applicant in the Application Form, unless the Province provides Subsequent Correspondence containing a budget, in which case “Budget” means the budget contained in the Subsequent Correspondence.

**“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.

**“Completion Date”** means March 31, 2026.

**“Effective Date”** means the date of the Approval Letter.

**“Event of Default”** has the meaning ascribed to it in section 15.1.

**“Expiry Date”** means the date which is 150 days after the Completion Date.

**“Funding Year”** means the period commencing on the Effective Date and ending on the following March 31, unless extended in any Subsequent Correspondence.

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

**“Indemnified Parties”** means His Majesty the King in right of Ontario, His ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum Funds as stated in the Approval Letter.

**“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 pursuant to section 15.3(b) and includes any such period or periods of time by which the Province extends that time in accordance with section 15.4.

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

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

**“Program”** means the Francophone Community Grants Program.

**“Project”** means the project described by the Applicant in the Application Form, unless the Province describes the project in the Approval Letter or in any Subsequent Correspondence, in which case “Project” means the project described in the Approval Letter or the Subsequent Correspondence.

**“Province”** means His Majesty the King in right of Ontario as represented by the Minister of Francophone Affairs and, for the purposes of Article 9.0, includes any auditor or representative the Province may identify.

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

**"Reports"** means the reports described in Article 9.0.

**"Subsequent Correspondence"** means any correspondence relating to the Funds, the Program, the Project, the Budget, and/or the Reports that the Province sends to the Recipient after submission of the Application Form by the Applicant.

## **2.0 ENTIRE AGREEMENT**

**2.1** 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.

## **3.0 ACKNOWLEDGEMENT**

The Recipient acknowledges that:

(a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);

(b) His Majesty the King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);

(c) the Funds are:

(i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province; and

(ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

(d) the Province is not responsible for carrying out the Project; and

(e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

## **4.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

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

(a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;

(b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

(c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

(d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

**4.2 Execution of Agreement.** The Recipient represents and warrants that it has:

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

**4.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article 9.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**4.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article 4.0.

## **5.0 TERM OF THE AGREEMENT**

**5.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article 13.0, Article 14.0, or Article 15.0.

## **6.0 FUNDS AND CARRYING OUT THE PROJECT**

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

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in instalments as specified in the 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.

**6.2 Limitation on Payment of Funds.** Despite section 6.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section 12.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to section 9.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
  - (ii) terminate the Agreement pursuant to section 14.1.

**6.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**6.4 Interest Bearing Account.** If the Province provides Funds 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.

**6.5 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 payment of an amount equal to the interest.

**6.6 Rebates, Credits, and Refunds.** The Province will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

## **7.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**7.1 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 *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**7.2 Disposal.** The Recipient will not, without the Province's prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded \$1000 at the time of purchase.

## **8.0 CONFLICT OF INTEREST**

**8.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**8.2 Conflict of Interest Includes.** For the purposes of Article 8.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

**8.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential, or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Province may prescribe as a result of the disclosure.

## **9.0 REPORTS, ACCOUNTING, AND REVIEW**

**9.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section 19.1, all Reports in accordance with the timelines and content requirements as specified by the Province in the Agreement, including the Application Guidelines, Approval Letter, and any Subsequent Correspondence;
- (b) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (c) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**9.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**9.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section 9.2;
- (b) remove any copies made pursuant to section 9.3(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 Project, or both.

**9.4 Disclosure.** To assist in respect of the rights provided for in section 9.3, the Recipient will disclose any information requested by the Province or its authorized representative identified by the Province, and will do so in the form requested by the Province or its authorized representative, as the case may be. For greater certainty, this assistance from the Recipient is required in respect of any audit or investigation the Province may conduct, at its own expense, regarding the truth of any of the Recipient's representations and warranties, progress of the Project, or the Recipient's allocation and expenditure of the Funds.

**9.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**9.6 Auditor General.** The Province's rights under Article 9.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

**10.0 COMMUNICATIONS REQUIREMENTS**

**10.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section 10.1(a) is in a form and manner as directed by the Province.

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

**10.3 Notice of event.** The Recipient shall provide the Province with at least seven (7) Business Days' Notice of any event(s) being held in relation to the Project other than those set out in the Application Form.

**10.4 Public announcements.** The Recipient shall not make any public announcements or issue any public communications about the Project or the Francophone Community Grants Program, whether in the media or otherwise, before and unless the Province has made a public announcement or issued a public communication about the Project or the Program. The Recipient can make public announcements and/or issue public communications about the Project or Program, as long as conditions of Article 10 are met.

**10.5 Media releases.** The Recipient shall provide the Province with Notice at least seven (7) Business Days in advance of the proposed date of an announcement or communication related to the Project or Francophone Community Grants Program for the Province's review and approval. The Recipient shall not make the announcement or communication without the express written approval of the Province. The Notice shall include a copy of any proposed public announcement or communication related to the Project or the Francophone Community Grants Program.

**10.6 Promotional Material.** The Recipient shall provide the Province with Notice at least seven (7) Business Days in advance of the proposed date of releasing any promotional or resource material related to the Project or the Francophone Community Grants Program that uses any symbol intended to visually identify the Province for the Province's review and approval. € Recipient shall not release the promotional or resource material without the express written approval of the Province.

## **11.0 INDEMNITY**

**11.1 Indemnification.** The Recipient will 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 Indemnified Parties.

## **12.0 INSURANCE**

**12.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, 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 insurance policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**12.2 Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section 12.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section 12.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

### **13.0 TERMINATION ON NOTICE**

**13.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**13.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section 13.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section 13.2(b); and
  - (ii) subject to section 6.1(a), provide Funds to the Recipient to cover such costs.

### **14.0 TERMINATION WHERE NO APPROPRIATION**

**14.1 Termination Where No Appropriation.** If, as provided for in section 6.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**14.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section 14.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 14.2(b).

**14.3 No Additional Funds.** If, pursuant to section 14.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

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

**15.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide Reports in accordance with section 9.1;
- (b) the Recipient's operations, its financial condition, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the



appointment of a receiver; or  
(d) the Recipient ceases to operate.

**15.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient;
- (i) demand from the Recipient the payment of an amount equal to the costs of the Province incurred or incurs to enforce its rights under the Agreement; and
- (j) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**15.3 Opportunity to Remedy.** If, in accordance with section 15.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

**15.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 15.2(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 15.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

**15.5 When Termination Effective.** Termination under clause 15.2(j) will take effect as provided for in the Notice.

## **16.0 FUNDS AT THE END OF A FUNDING YEAR**

**16.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article 15.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand from the Recipient payment of the unspent Funds;

(b) adjust the amount of any further instalments of Funds accordingly.

## **17.0 FUNDS UPON EXPIRY**

**17.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

## **18.0 DEBT DUE AND PAYMENT**

**18.1 Payment of Overpayment.** If at any time 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 to the Province an amount equal to the excess Funds.

**18.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds or an amount equal to any Funds;  
or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not the Province has demanded their payment,

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 the amount to the Province immediately, unless the Province directs otherwise.

**18.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**18.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province as provided for in section 19.1.

**18.5 Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

## **19.0 NOTICE**

**19.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail and personal delivery, and will be addressed to the Province and the Recipient respectively as provided for below, or as either Party later designates to the other by Notice.

### **To the Province:**

Attention: Ministry of Francophone Affairs  
700 Bay Street, 25th Floor, Suite 2501  
Toronto ON M7A 0A2  
Email: [mfa@ontario.ca](mailto:mfa@ontario.ca)

### **To the Recipient:**

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

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

- (a) in the case of postage-prepaid mail, five (5) Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one (1) Business Day after the Notice is delivered.

**19.3 Postal Disruption.** Despite section 19.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be given; and
- (b) the Party giving Notice will give Notice by email, by fax or by personal delivery.

## **20.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**20.1 Consent.** When the Province provides its consent pursuant to the Agreement, it will do so by Notice. The Province may impose any terms and conditions on such consent and the Recipient may rely on the consent only if the Recipient complies with any such terms and conditions.

## **21.0 SEVERABILITY OF PROVISIONS**

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

## **22.0 WAIVER**

**22.1 Waiver Request.** Either Party may, in accordance with the Notice provisions set out in Article 19.0, ask the other Party to waive an obligation under the Agreement.

**22.2 Condonation not a waiver.** Failure or delay by either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies. The obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

**22.3 Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section 22.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

## **23.0 INDEPENDENT PARTIES**

**23.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

## **24.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

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

**24.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

## **25.0 GOVERNING LAW**

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

## **26.0 FURTHER ASSURANCES**

**26.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

## **27.0 JOINT AND SEVERAL LIABILITY**

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

## **28.0 RIGHTS AND REMEDIES CUMULATIVE**

**28.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **29.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**29.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His agencies (a "**Failure**");
- (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.

## **30.0 CONFLICT OR INCONSISTENCY**

In the event of a conflict or inconsistency in the Agreement, the Parties will interpret the Application Guidelines, Application Form, Approval Letter, and Subsequent Correspondence in a way that preserves the intention of the Parties as provided for in these terms and conditions of the Application Form. Where this is not possible, these terms and conditions of the Application Form will prevail to the extent of the inconsistency.

## **31.0 SURVIVAL**

**31.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0 and any other applicable definitions, Article 2.0, Article 3.0, section 4.1(a), sections 6.2(d), 6.4, 6.5, 6.6, section 7.2, section 9.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), 9.2, 9.3, 9.4, 9.5, 9.6, Article 10.0, Article 11.0, section 13.2, section 14.2, sections 15.1, 15.2(d), (e), (f), (g), (h), (i) and (j), Article 16.0, Article 17.0, Article 18.0, Article 19.0, Article 21.0, section 24.2, Article 25.0, Article 27.0, Article 28.0, Article 29.0, Article 30.0, and Article 31.0.

**- END OF GENERAL TERMS AND CONDITIONS -**