

## **ONTARIO TRANSFER PAYMENT AGREEMENT**

**THE AGREEMENT** is effective as of the 1st day of April, 2020

**B E T W E E N :**

**Her Majesty the Queen in right of Ontario  
as represented by the Minister of Colleges and Universities**

(the “Province”)

- and -

**Contact North | Contact Nord**

(the “Recipient”)

### **CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

#### **1.0 ENTIRE AGREEMENT**

1.1 The agreement, together with:

Schedule “A” - General Terms and Conditions  
Schedule “B” - Project Specific Information and Additional Provisions  
Schedule “C” - Project  
Schedule “D” - Budget  
Schedule “E” - Payment Plan  
Schedule “F” - Reports, and  
any amending agreement entered into as provided for in section 4.1,

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.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 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) Her Majesty the Queen 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;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

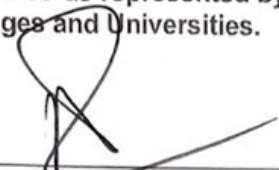
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

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

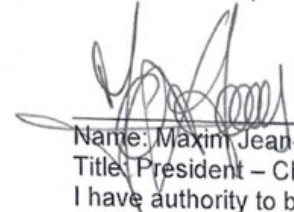
**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister of  
Colleges and Universities.**

March 25, 2020  
Date

  
Name: Hon. Ross Romano  
Title: Minister of Colleges and Universities

**Contact North | Contact Nord**

March 13, 2020  
Date

  
Name: Maxim Jean-Louis  
Title: President – Chief Executive Officer  
I have authority to bind the Recipient.

**SCHEDULE “A”  
GENERAL TERMS AND CONDITIONS**

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**A1.0 INTERPRETATION AND DEFINITIONS**

A1.1 **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.

A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

**“Additional Provisions”** means the terms and conditions set out in Schedule “B”.

**“Agreement”** means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

**“Budget”** means the budget attached to the Agreement as Schedule “D”.

**“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.

**“Event of Default”** has the meaning ascribed to it in section A13.1.

**“Expiry Date”** means the expiry date set out in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

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

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

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

**“Maximum Funds”** means the maximum Funds set out in Schedule “B”.

**“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 A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

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

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

**“Project”** means the undertaking described in Schedule “C”.

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

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 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.

**A2.2 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.

**A2.3 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 A7.0; 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.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 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 A11.0, Article A12.0, or Article A13.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 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 accordance with the payment plan attached to the Agreement as Schedule “E”; 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.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (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 A10.2;
- (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 A7.1; 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 A12.1.

**A4.3 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;
- (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.



A4.4 **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.

A4.5 **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.

A4.6 **Rebates, Credits, and Refunds.** The Ministry 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.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

A5.1 **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.

A5.2 **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 the amount as provided for in Schedule "B" at the time of purchase.

#### **A6.0 CONFLICT OF INTEREST**

A6.1 **No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, 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.

**A6.3 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.

**A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, 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.

**A7.2 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.

**A7.3 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 A7.2;
- (b) remove any copies made pursuant to section A7.3(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.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 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.

**A7.6 Auditor General.** The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 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 A8.1(a) is in a form and manner as directed by the Province.

**A8.2 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.

## **A9.0 INDEMNITY**

**A9.1 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.

## **A10.0 INSURANCE**

A10.1 **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 the amount provided for in Schedule "B" 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.

A10.2 **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 A10.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A11.0 TERMINATION ON NOTICE**

A11.1 **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.

A11.2 **Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A11.1, 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 A11.2(b); and
  - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

## **A12.0 TERMINATION WHERE NO APPROPRIATION**

**A12.1 Termination Where No Appropriation.** If, as provided for in section A4.2(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.

**A12.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A12.1, 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 A12.2(b).

**A12.3 No Additional Funds.** If, pursuant to section A12.2(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.

## **A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT**

**A13.1 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, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (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.

**A13.2 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; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A13.3 Opportunity to Remedy.** If, in accordance with section A13.2(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.

**A13.4 Recipient not Remediating.** If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(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 A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A13.5 When Termination Effective.** Termination under Article will take effect as provided for in the Notice.

## **A14.0 FUNDS AT THE END OF A FUNDING YEAR**

**A14.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, 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; and
- (b) adjust the amount of any further instalments of Funds accordingly.

## **A15.0 FUNDS UPON EXPIRY**

**A15.1 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.

## **A16.0 DEBT DUE AND PAYMENT**

**A16.1 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 an amount equal to the excess Funds to the Province.

A16.2 **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.

A16.3 **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.

A16.4 **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 Schedule “B”.

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **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.



A17.3 **Postal Disruption.** Despite section A17.2(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, personal delivery, or fax.

## **A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

A18.1 **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.

## **A19.0 SEVERABILITY OF PROVISIONS**

A19.1 **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.

## **A20.0 WAIVER**

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 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.

## **A21.0 INDEPENDENT PARTIES**

A21.1 **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.

## **A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **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.

## **A23.0 GOVERNING LAW**

A23.1 **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.

## **A24.0 FURTHER ASSURANCES**

A24.1 **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.

## **A25.0 JOINT AND SEVERAL LIABILITY**

A25.1 **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.

## **A26.0 RIGHTS AND REMEDIES CUMULATIVE**

A26.1 **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.

## **A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her 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.

## **A28.0 SURVIVAL**

**A28.1 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, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

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

**SCHEDULE “B”  
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$9,877,443
<b>Expiry Date</b>	July 30, 2021
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$2,000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Name: Anna Boyden</b></p> <p><b>Position: Director, Digital Learning Policy Branch Advanced Education Learner Supports Division Ministry of Training, Colleges and Universities</b></p> <p><b>Address: 315 Front Street West 15<sup>th</sup> Floor Toronto ON M7A 0B8</b></p> <p><b>Email: <a href="mailto:anna.boyden@ontario.ca">anna.boyden@ontario.ca</a></b></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Name: Maxim Jean-Louis</b></p> <p><b>Position: President – Chief Executive Officer</b></p> <p><b>Address: 1139 Alloy Drive Suite 104 Thunder Bay ON P7B 6M8</b></p> <p><b>Email: <a href="mailto:maxim@contactnorth.ca">maxim@contactnorth.ca</a></b></p>
<b>Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement</b>	<p><b>Name: Charmaine Kissmann</b></p> <p><b>Position: Director, Financial Services &amp; Organizational Planning</b></p> <p><b>Address: 1139 Alloy Drive Suite 104 Thunder Bay, ON P7B 6M8</b></p> <p><b>Email: <a href="mailto:charmaine@contactnorth.ca">charmaine@contactnorth.ca</a></b></p>

## **Additional Provisions:**

### **B1.0 AGREEMENT**

B1.1 **Schedule G.** Section 1.1 is amended to add Schedule “G”- Financial Reporting Template as part of the Agreement.

B1.2 **Schedule H.** Section 1.1 is amended to add Schedule “H”- Communications Protocol as part of the Agreement.

### **B2.0 DEFINITIONS**

B2.1 **Additional Definitions.** The following terms are added to section A1.2:

“**Access Points**” means locations in facilities maintained by other local stakeholders and referral partners where the Recipient can provide certain limited services to its Target Base communities without an online learning centre or where the demand is insufficient to open an online learning centre.

“**e-Channel Transfer Payment Agreement**” means the transfer payment agreement between the Province and the Recipient effective the 1<sup>st</sup> day of April, 2020, pursuant to which the Recipient is funded to provide literacy and basic skills support through a web-based mode of literacy training called e-Channel.

“**Education and Training Providers**” means Ontario’s colleges of applied arts and technology, publicly assisted universities, Indigenous Institutes, district school boards, literacy and basic skills providers, and non-profit, charitable or government organizations that deliver education and training activity.

“**Student Information Hotline**” means an information hotline by way of a toll-free telephone number and an online instant-relay chat platform to respond in English and French, to academic and enrolment inquiries from students and prospective students within the Target Base, coordinate exam invigilation services, and to refer prospective students to the closest online learning centre for additional local services.

“**Target Base**” means Ontarians living in small, underserved rural, remote, Indigenous and Francophone communities without direct/physical access to educational and training opportunities.

### **B3.0 BUDGET**

B3.1 **Transfer between Budget subcategories.** Despite section A4.3(c), the Recipient may transfer Funds from any subcategory in the Budget to any other subcategory in the Budget in accordance with Article B3.0, provided that the

transfers do not result in a change to any subcategory that is more than 10% higher or more than 10% lower than the original amount for the subcategory.

- B3.2 No transfer to Governance & Administration.** The Recipient will not transfer any Funds from any subcategory in the Budget under the categories titled Recruitment & Student Services, Information Technology (IT) & Web Services, Operations Support Services or Capital to any subcategory in the Budget under the category titled Governance & Administration.
- B3.3 Prior written Notice.** The Recipient will give at least 10 Business Days' Notice to the Province prior to transferring Funds pursuant to section B3.1.
- B3.4 Prior written consent.** The Recipient will not, without the prior written consent of the Province, transfer Funds from any subcategory in the Budget to any other subcategory in the Budget if the transfer would result in a change that is more than 10% higher or more than 10% lower than the original amount for the subcategory.

## **SCHEDULE “C” PROJECT**

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### **Background**

The Recipient was initially funded in 1986 by the Government of Ontario to increase education and training opportunities for the residents of Northern Ontario. It was incorporated as a not-for-profit corporation in 1997. From 2006 to 2011, the Recipient also acted as the administrator for elearnnetwork/reseaelearning, a similar organization supporting residents in Southern Ontario. During 2011-2012, the Recipient integrated the two organizations into a single, province-wide service under the Contact North | Contact Nord name and brand.

### **Mandate**

The mandate of the Recipient is to promote and facilitate access to online education and training for Ontarians living in underserved rural, northern, Indigenous and Francophone communities without direct/physical access to educational and training opportunities.

### **Project Objectives and Scope**

The activities supported under the Agreement will improve access to online education for the Target Base by:

- Providing learners within the Target Base with free, high-touch local support services in English and French to help learners identify and optimize access to online education and training opportunities without having to leave their communities;
- Reducing economic and technological barriers for learners within the Target Base through the provision of online learning centres equipped with computers, Internet access (using the highest connection speeds available), and web conferencing and videoconferencing platforms;
- Promoting awareness within the Target Base of services offered by the Recipient through targeted marketing and recruitment campaigns across traditional and digital platforms;
- Providing advisory services and assistance to students and prospective students within the Target Base in order to facilitate their enrolment in online programs and courses; and
- Training and supporting faculty/instructors from the Education and Training Providers in their use of online learning through the provision of web conferencing and videoconferencing tools.

## **PROJECT ACTIVITIES**

The Recipient will use the Funds to support Project activities that advance the objectives of the Project, to be carried out as identified below.

### **1. Timelines.**

The Recipient will complete all Project activities by March 31, 2021. The Recipient will not use Funds to cover any costs incurred after March 31, 2021.

### **2. Administration.**

The Recipient may use the Funds for the following administrative expenses provided such expenditures are directly attributable to and necessary for achieving the objectives of the Project:

- a. Staff, office space rentals in respect of its Sudbury and Thunder Bay Operations Centres, and appropriate equipment and technology to support its operations;
- b. Travel, meal and hospitality expenditures for staff and members of the Board of Directors across all categories set out in the Budget (Schedule "D"), are subject to the following:
  - i. The Recipient will develop and adhere to financial management policies for travel, meal, and hospitality expenses that meet the requirements under the *Broader Public Sector Expenses Directive, 2020* effective January 1, 2020, including adhering to the principles of this directive; and
  - ii. The Recipient will exercise restraint in the expenditure of Funds for the purposes of travel, meal and hospitality expenses.
- c. Professional services (i.e., financial, legal, procurement, consulting, web hosting, etc.); and
- d. Administration necessary to carry out the Project work and to meet the reporting obligations set out herein.

### **3. Communications and Marketing.**

The Recipient will:

- a. Develop and implement strategies to maximize student registrations in online programs and courses offered by the Education and Training Providers to the Target Base;



- b. Develop and implement marketing and communication strategies to enhance and promote awareness of the Recipient's services within the Target Base using a combination of traditional and digital media platforms (e.g., social media, Google Ads, radio, print, etc.);
- c. Provide information about its services to current and prospective learners within the Target Base and to its Education and Training Providers;
- d. Engage with stakeholders on the Recipient's activities and strategic direction;
- e. Track and analyze the results of marketing campaigns including, without limitation, engagement and conversion metrics related to its social media and digital marketing initiatives; and
- f. Adhere to the public communications protocol with the Province attached as Schedule "H".

#### **4. Registration, Advisory Services and Online Learning Centres.**

The Recipient will:

- a. Operate and maintain free of charge, high-touch, local support services in English and French to students and prospective students of Education and Training Providers that are within the Target Base using its 116 online learning centres and 195 Access Points. Each online learning centre and Access Point will be operated in a manner conducive to academic study and will offer the following free services to the Target Base, to be scaled according to demand:
  - i. The use of distance delivery platforms (including, by way of example only, web and video conferencing platforms) and computers equipped with Internet access (using the highest connection speeds available);
  - ii. Advisory services including, without limitation:
    - assistance with registration in online courses and programs;
    - the provision of current information on available online programs and courses;
    - the provision of current information on educational financial aid options;
    - referrals to colleges and universities for career and educational mapping;
    - referrals to other local educational and employment support services; and
    - moral support and encouragement.
  - iii. Technical support in respect of the use of on-site computers, tools and equipment;

- iv. A dedicated quiet study space; and
  - v. Exam invigilation services (some provided on a cost recovery basis).
- b. Secure the facilities for the above-mentioned online learning centres in rent-free space;
  - c. Staff and operate the **Student Information Hotline** as defined in Schedule B; and
  - d. Prepare and deliver a Performance Report to the Province covering the Project activities carried out between April 1, 2020 and March 31, 2021 in accordance with the reporting requirements outlined in Schedule “F”, which reports on the goals, activities, performance measures and metrics set out in the “Project Outcomes and Performance Measurement” section below.

## 5. Shared and Collaborative Services.

The Recipient will:

- a. Provide its recruitment and local services as a core shared service;
- b. Provide Education and Training Providers with data on specific programs and courses not currently available online for which there is learner or labour market demand;
- c. Develop and implement targeted recruitment campaigns for Education and Training Providers to maximize course and program registrations from the Target Base;
- d. Engage with those Ontario Works and Employment Ontario offices whose clients include individuals within the Target Base, to promote, advise and facilitate their clients’ enrolment into online courses and programs, as appropriate; and
- e. Provide a suite of free shared services to the Target Base and the Education and Training Providers consisting of the following:
  - o Web conferencing platform;
  - o Videoconferencing platform;
  - o Moodle Learning Management System;
  - o Training for faculty and instructors of the Education and Training Providers in English and French, on use of the Recipient’s technology platforms to deliver their online programs and courses; and
  - o Technical support as further described in Section 5 (a) below.

**6. Information Technology (IT) & Web Services.** The Recipient will:

- a. Provide technical support services in English and French from 7:30 a.m. to 11:00 p.m. Eastern Standard Time, Monday to Friday, for all of the Recipient's information technology resources used by students, faculty, instructors and any other stakeholders, as required;
- b. Manage and maintain the Recipient's online portals and websites. The Recipient will ensure that the information presented on each of its online portals and websites remains current and up-to-date at all times. Recipient acknowledges that unless otherwise approved by the Province in writing, any and all costs related to the delivery of e-Channel or other Learning and Basic Skills services will be funded solely from the e-Channel Transfer Payment Agreement.
- c. Manage, maintain and ensure the security, performance, stability and reliability of the Recipient's information technology infrastructure, including without limitation, Internet connectivity, telecommunications, hardware, software, web conferencing and videoconferencing platforms, and the Moodle learning management system;
- d. Undertake to deliver uninterrupted services (i.e., less than 5% downtime during service hours) in connection with the IT and Web Service resources utilized by students, faculty, instructors, staff, and other stakeholders to whom the Recipient is providing its services;
- e. Continually enhance broadband Internet access at online learning centres as service becomes available/improved in Target Base communities; and
- f. Develop, manage and maintain the Information Technology (IT) and communications infrastructure necessary to perform the Project activities described in this Agreement and to meet the objectives and obligations (including, without limitation, its reporting obligations) set out herein.

**7. Capital Enhancements and Expanded Services.** The Recipient will undertake the following capital enhancements and expanded services:

- a. Preparation of thirty-six (36) online learning centres for fibre connectivity. Replacement of routers at thirty-six (36) online learning centres with pfSense and fibre connectors where fibre connections are available and/or anticipated to be available in the near future;
- b. Replacement of end-of-life computer workstations and laptops. Replacement of one hundred (100) of its computers reaching their end of life;
- c. Replacement of ten (10) HDX7000 videoconferencing units and two (2) HDX8000 videoconferencing units reaching end-of-life in online learning centres;

- d. Replacement of twenty (20) EX90 videoconferencing desktop units reaching end-of-life in online learning centres; and
  - e. Purchase replacement of the Recipient's Customer Relationship Management Tool (CRM) and begin customization to meet Recipient's client tracking, client support and statistics reporting requirements.
- 8. Digital Learning Strategy.** The Recipient will actively collaborate with the Province on the development of a digital learning strategy for postsecondary education.
- 9. Survey.** The Recipient will engage a third party to conduct a survey to assess and evaluate the impact of the Recipient's services on its clients' academic program completion rates and employment rates.

## Project Outcomes and Performance Measurement

The Recipient will track outcomes and measure performance against goals and will provide documented verifiable evidence in support of the same. Baseline or benchmarking metrics and performance measurement against benchmarking data will be reported in the following categories:

GOAL	PROJECT ACTIVITIES	PERFORMANCE MEASURES	METRICS
<p>Provide learners of all ages within the Target Base, free, high-touch local support services in English and French to identify and optimize access to online education and training opportunities without having to leave their communities.</p>	<p>Manage, host and maintain an online portal which facilitates enrolment information on online courses and program offerings from the Education and Training Providers.</p> <p>Provide student registration assistance using the Student Information Hotline to respond in English and French to academic and enrolment inquiries from students and prospective students within the Target Base.</p>	<p>Maximization of potential enrolment in online courses and programs offered by the Education and Training Providers within the Target Base.</p> <p>Reduction in administrative and navigational barriers experienced by students and prospective students within the Target Base when enrolling or looking to enrol in online courses and programs.</p>	<p>Number of student registrations in online courses and programs (offered by the Education and Training Providers) which are directly attributable to the Recipient's activities and supports and broken down by sector (e.g., college, university, literacy and basic skills, etc.) and age.</p> <p><b>Total target: 62,400</b></p> <p>Number and nature of registration-related requests for services received from the Target Base, by the Student Information Hotline.</p> <p><b>Total target: 6,480</b></p> <p>User trends and detailed anonymous demographic information for individuals accessing each existing online learning centre.</p>

GOAL	PROJECT ACTIVITIES	PERFORMANCE MEASURES	METRICS
<p>Reduce economic and technological barriers for learners within the Target Base through the provision of online learning centres equipped with computers, Internet access and web conferencing and videoconferencing platforms.</p>	<p>Operate staffed local online learning centres which provide workstations with high speed Internet connectivity along with access to web and videoconferencing platforms to the Target Base.</p> <p>Provide technical support services in English and French from 7:30 a.m. to 11:00 p.m. Eastern Standard Time, Monday to Friday, for all of the Recipient's information technology resources used by students, faculty, instructors and any other stakeholders, as required.</p>	<p>Learners within the Target Base bridge geographic barriers by making use of equipment and technological infrastructure necessary to successfully participate in online courses.</p> <p>Learners within the Target Base can make use of the Recipient's technical support services free of charge to quickly and effectively resolve issues relating to the use of and access to, the Recipient's IT resources.</p> <p>Recipient's IT &amp; web-based services are uninterrupted.</p>	<p>Number of online learning centres and Access Points in operation (categorized by location and anonymous client demographics).</p> <p><b>Target: 311</b> (i.e., 116 online learning centres and 195 access points).</p> <p>Number and nature of IT support requests fulfilled.</p> <p><b>Target: 4,984</b></p> <p>Up time on distance delivery platforms per operating system reports:</p> <p><b>Target: 95%</b></p>
<p>Promote awareness within the Target Base of services offered by the Recipient through targeted marketing and recruitment campaigns across traditional and digital platforms.</p>	<p>Develop and implement marketing and communication strategies to enhance and promote awareness of the Recipient's services within the Target Base using a combination of traditional and digital media platforms.</p>	<p>Heightened awareness of the Recipient and its services within the Target Base.</p> <p>Increased engagement among the Recipient and the Target Base across various traditional and digital media platforms.</p>	<p>Social media reach and engagement metrics supported by reports issued by each platform provider.</p> <p>Conversion and engagement metrics for each media campaign.</p> <p>Detailed web traffic stats (categorized by site).</p>

GOAL	PROJECT ACTIVITIES	PERFORMANCE MEASURES	METRICS
<p>Provide advisory services to the Target Base including Employment Ontario and Ontario Works clients, in order to facilitate their enrolment into academic programs and courses.</p>	<p>Provide academic/career advisory services to learners within the Target Base through the Student Information Hotline.</p> <p>Provide on-site advisory services to students and prospective students within the Target Base who attend the Recipient's online learning centres.</p> <p>Engage with those Ontario Works and Employment Ontario offices whose clients include individuals within the Target Base, to promote, advise and facilitate their clients' enrolment into academic courses and programs, as applicable.</p>	<p>Individuals of all ages within the Target Base are able to attain advice through engagement with the Recipient's Student Information Hotline and with staff at its online learning centres.</p> <p>As a direct result of the Recipient's services, Employment Ontario and Ontario Works clients within the Target base enrol in online courses/programs available to them and upgrade their skills and succeed in local labour markets.</p>	<p>Number of request for services received and fulfilled by the Student Information Hotline and by staff at its online learning centres. <b>Target:</b> 917,555</p> <p>Number of office partnerships established. <b>Targets:</b> <b>Ontario Works: 170</b> <b>Employment Ontario: 188</b></p> <p>Number of Ontario Works and Employment Ontario clients served. <b>Targets:</b> <b>Ontario Works: 175</b> <b>Employment Ontario: 400</b></p> <p>Number of online course and program registrations by Ontario Works and Employment Ontario clients. <b>Targets:</b> <b>Ontario Works: 1,500</b> <b>Employment Ontario: 3,000</b></p> <p>Survey results demonstrating the direct impact of the Recipient's services on employment rates within the Target Base.</p>

GOAL	PROJECT ACTIVITIES	PERFORMANCE MEASURES	METRICS
<p>Support and assist faculty and instructors from the Education and Training Providers in their use of online learning through the provision of online, web conferencing and videoconferencing tools.</p>	<p>Provide online delivery tools (e.g., Moodle, web and video conferencing platforms) to faculty of the Education and Training Providers to facilitate and enhance online course delivery.</p> <p>Provide training for faculty and instructors of the Education and Training Providers in English and French on using the platforms to deliver their online programs and courses.</p> <p>Provide IT support to staff and faculty of the Education and Training Providers in connection with the use of the Recipient's IT resources as required.</p>	<p>Faculty and instructors of the Education and Training Providers use the Recipient's online delivery tools and resources.</p> <p>Faculty and instructors of the Education and Training Providers are competent and knowledgeable in how to maximize the use of the Recipient's online delivery tools and resources.</p> <p>Faculty and instructors of the Education and Training Providers seek training and IT support from the Recipient for issues relating to the use of its online delivery tools and resources.</p>	<p>Number and type of online and distance education delivery tools used by faculty and instructors of the Education and Training Providers to facilitate and enhance online and distance course delivery.</p> <p>Number of Faculty and Instructors trained on the Recipient's online delivery tools and resources.</p> <p><b>Target: 210</b></p>



GOAL	PROJECT ACTIVITIES	PERFORMANCE MEASURES	METRICS
<p>Demonstrate the effectiveness of the Recipient's services within the Target demographic through the presentation of outcomes-based, independently verifiable data.</p>	<p>Engage a third party to assess the impact of the Recipient's services on its clients' academic program completion rates and employment rates.</p>	<p>Evidence of increased academic program completion rates; and</p> <p>Evidence of increased employment rates.</p>	<p>Metrics based on independently conducted survey data that:</p> <ul style="list-style-type: none"> <li>• Demonstrate the direct impact of the Recipient's services on its clients' academic program completion rates; and</li> <li>• Demonstrate the direct impact of the Recipient's services on its clients' employment rates.</li> </ul>

## SCHEDULE "D" BUDGET

	\$	%age of Budget
<b>Revenue</b>		
Base Grant	\$ 9,877,443	
<b>Total Revenue</b>	<b>\$ 9,877,443</b>	<b>100%</b>
<b>Expenditures</b>		
<b>Recruitment &amp; Student Services</b>		
Regional Services and Online Learning Centres	3,871,903	
Recruitment & Marketing	587,203	
Statistics Collection & Reporting	247,479	
Student Information Hotline	195,374	
Central Support Services	182,195	
Travel and Meals (direct)	337,900	
<b>Total Recruitment &amp; Student Services</b>	<b>\$ 5,422,054</b>	<b>54.89%</b>
<b>Information Technology (IT) &amp; Web Services</b>		
IT & Web Services Department	\$ 1,642,410	
Telecommunications	163,239	
Capital	-	
Travel and Meals (direct)	71,800	
<b>Total Information Technology (IT) &amp; Web Services</b>	<b>\$ 1,877,449</b>	<b>19.01%</b>
<b>Operations Support Services</b>		
Regional Operations Centres	\$ 876,007	
e-Learning Support Services	95,739	
CRM Data Integrity & Training	184,300	
Travel and Meals (direct)	10,100	
<b>Total Operations Support Services</b>	<b>\$ 1,166,146</b>	<b>11.81%</b>
<b>Governance &amp; Administration</b>		
Financial Services	\$ 292,584	
Human Resources Services	329,219	
Governance & CEO	296,017	
Travel, Meals & Hospitality (indirect)	68,000	
<b>Total Governance &amp; Administration</b>	<b>\$ 985,820</b>	<b>9.98%</b>
<b>Capital</b>		
Computer and Laptop Renewal	\$ 110,000	
CRM Replacement	150,000	
Fibre Connectivity	21,600	
Videoconference equipment renewal	144,374	
<b>Total Capital</b>	<b>\$ 425,974</b>	<b>4.31%</b>
<b>Total Expenditures</b>	<b>\$ 9,877,443</b>	<b>100%</b>
<b>Revenue less Expenditures</b>	<b>\$ -</b>	

**SCHEDULE "E"  
PAYMENT PLAN**

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MILESTONE	PROJECTED PAYMENT DATE	AMOUNT
APPROVAL AND SIGNATURE OF THIS AGREEMENT	APRIL 1, 2020	UP TO \$2,469,360.75
	JULY 1, 2020	UP TO \$2,469,360.75
	OCTOBER 1, 2020	UP TO \$2,469,360.75
	JANUARY 1, 2021	UP TO \$2,469,360.75
	<b>MAXIMUM FUNDS</b>	<b>UP TO \$9,877,443</b>

*Actual payment dates may be later than projected.*

## SCHEDULE “F” REPORTS

NAME OF REPORT	2020-2021 DUE DATE	DESCRIPTION
QUARTERLY FINANCIAL REPORT <sup>1</sup>	JULY 31, 2020 OCTOBER 30, 2020 JANUARY 29, 2021 APRIL 30, 2021	<p>Report on expenditures for the previous quarter against Budget allocation in Schedule “D” using the financial reporting template provided in Schedule “G” and in accordance with the Additional Provisions in Schedule “B” and this Schedule “F”.</p> <p>Report should include spending projections against Budget allocation in Schedule “D” using the financial reporting template provided in Schedule “G”. Q4 quarterly financial reporting will be preliminary due to closing out of year end.</p>
INTERIM REPORTS	JULY 31, 2020 OCTOBER 30, 2020 JANUARY 29, 2021 APRIL 30, 2021	<p>Report on the progress and next steps of all Project activities, outputs, and outcomes as identified in Schedule “C”. Interim reports will identify any risks to Project activities, timelines or outcomes and provide mitigation strategies, as appropriate.</p>
2020-21 PERFORMANCE REPORT	JUNE 30, 2021	<p>Detailed report on all Project activities, outputs and outcomes as identified in Schedule “C”.</p>
2020-21 PROJECT FINANCIAL REPORT AND AUDITED FINANCIAL STATEMENTS	JUNE 30, 2021	<p>Financial report that provides a statement of total Funds expended under the term of the Agreement.</p> <p>Expenditures will be reported against Budget allocation in Schedule “D” using the financial reporting template provided in Schedule “G” and in accordance with the Additional Provisions in Schedule “B” and this Schedule “F”.</p>

<sup>1</sup> Quarterly financial reports shall be provided for each fiscal year quarter (i.e. Q1 April 1 – June 30, Q2 July 1 – September 30, Q3 October 1 – December 31, and Q4 January 1 – March 31), one month after the close of each quarter.

**The Recipient will, in its financial reporting, fully disclose and clearly identify, without deduction:**

1. Any and all interest earned on the Funds as described in section A4.5. Interest earned on the Funds will not be used to offset the actual costs to the Recipient to carry out the Project activities or for any other purpose whatsoever;
2. Any and all costs described under section A4.6 of Schedule “A” herein together with the applicable rebates, credits, and refunds associated therewith;
3. Any and all revenues received in addition to the Funds the Recipient receives pursuant to this Agreement, in respect of the actual costs to the Recipient to carry out the Project activities; and
4. Any and all Funds received or to be received by the Recipient which have not been expended over the course of the Funding Year in carrying out the Project activities. Such unspent Funds will not be deferred or re-allocated for any purpose whatsoever.

## SCHEDULE "G"

### FINANCIAL REPORTING TEMPLATE

The Recipient will report on the status of expenditures against the Budget using the template below. The Province may request more detailed financial reporting (e.g., at the general ledger level) throughout the term of the Project.

	<b>Budget</b>	<b>Year-to-Date Actuals</b>	<b>Projection to Year-End</b>	<b>Variance</b>
<b><u>Revenue</u></b>				
<b>Funds from the Province</b>				
<b><u>Eligible Expenses:</u></b> <i>[Please break out by Budget line]</i>				
<b>Total Eligible Expenses</b>	-			
<b>***Surplus or Shortfall***</b>	-			
<b>Interest Earned on Funds</b> <i>[Only required at year-end]</i>				
<b>Funds Received on Disposal of Assets</b>				
<b>Total Due to Province (if applicable)</b>	-			

## **SCHEDULE “H”**

### **COMMUNICATIONS PROTOCOL**

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#### **1.0 Purpose**

In addition to the provisions set out under Article A8.0 of Schedule “A”, this communications protocol sets out a framework for “Communications Activities”, which means communications in relation to the Agreement between the Province and the Recipient as specified in the Agreement. Communications Activities include:

- Communications plans
- Public announcements and reports for publication
- Correspondence related to government policy or funding activities
- Dealing with media and stakeholders
- Engagement with government
- Visual identity, advertising, and French language services requirements

#### **2.0 Guiding Principles**

The Recipient is an independent non-profit corporation that facilitates access to formal education and training in Ontario’s underserved northern, rural, remote, Indigenous and Francophone communities.

Both parties recognize the importance of clarifying roles and responsibilities with respect to communicating effectively to provide clear information to stakeholders and the public to avoid confusion.

This protocol forms part of the Agreement between the Province and the Recipient, as specified in the Agreement. Should there be any conflict between this protocol and the Agreement, the terms of the Agreement will prevail.

It is in the shared interest of both Parties to promote public awareness of the Recipient’s objects and functions. The Recipient and the Province agree that the timely exchange of information and clear lines of communication are essential to fostering good working relationships and achieving articulated goals.

The Parties will maintain regular communications to discuss matters of mutual interest, including matters that concern or can be reasonably expected to concern the Recipient, the Minister of Colleges and Universities, the Ministry of Colleges and Universities, or the Government of Ontario.

The Recipient and the Province will take reasonable steps to keep each other informed of any emerging issues, opportunities, external communications, and advertising relevant to the Recipient’s objects and functions.

#### **3.0 Roles and Responsibilities**

In its Communications Activities, the Recipient will:

- Acknowledge Ontario's funding support;
- Comply with Ontario's Logo Usage Guidelines (Appendix 1);
- Notify the Province a minimum of 10 Business Days in advance, wherever possible, of plans for events, public communications, advertising, and engagement with or invitations to ministry and government officials;
- Share annual communications plans with the Province and as communications opportunities present to identify possible joint communications opportunities. Plans should be provided a minimum of 20 Business Days' in advance, wherever possible, to provide the Province with time to review and consider;
- Provide the Province with final copies of communications and marketing materials in French as well as English; and,
- Ensure, in any of its written, oral, or visual communications that it does not purport to represent the Government of Ontario.

In its Communications Activities, the Province will notify the Recipient a minimum of 10 Business Days in advance, wherever possible, when the Province determines that:

- Announcements may bear on the Recipient's objects and functions; and,
- Communications present an opportunity to inform the public of products, services, or research undertaken by the Recipient.

#### **4.0 Visual Identity, Advertising, and French Language Requirements**

##### **4.1 Visual Identity**

The Recipient will identify itself as funded by the Government of Ontario in all of its communications projects. The Recipient will adhere to relevant Ontario branding guidelines (Appendix 1 – Government of Ontario – Logo Usage Guidelines).

##### **4.2 Advertising**

The Recipient will provide a draft copy of any advertising to the Province at least 10 Business Days, wherever possible, prior to media purchase. The Recipient will identify itself as funded by the Government of Ontario in all of its advertising.

##### **4.3 Language**

Where requested or required, the Recipient will provide all services, communications, publications and advertising in both English and French.



APPENDIX 1: LOGO USAGE GUIDELINES

Government of Ontario

# Logo Usage Guidelines

## The Ontario logo

The Ontario logo consists of two distinct elements: the wordmark and the symbol.

These two elements exist as a unit or

"lock-up" in fixed relationship to one another.

## The reverse Ontario logo



## The positive Ontario logo

When the logo isn't used on a black background, the positive logo may be used on a white background.



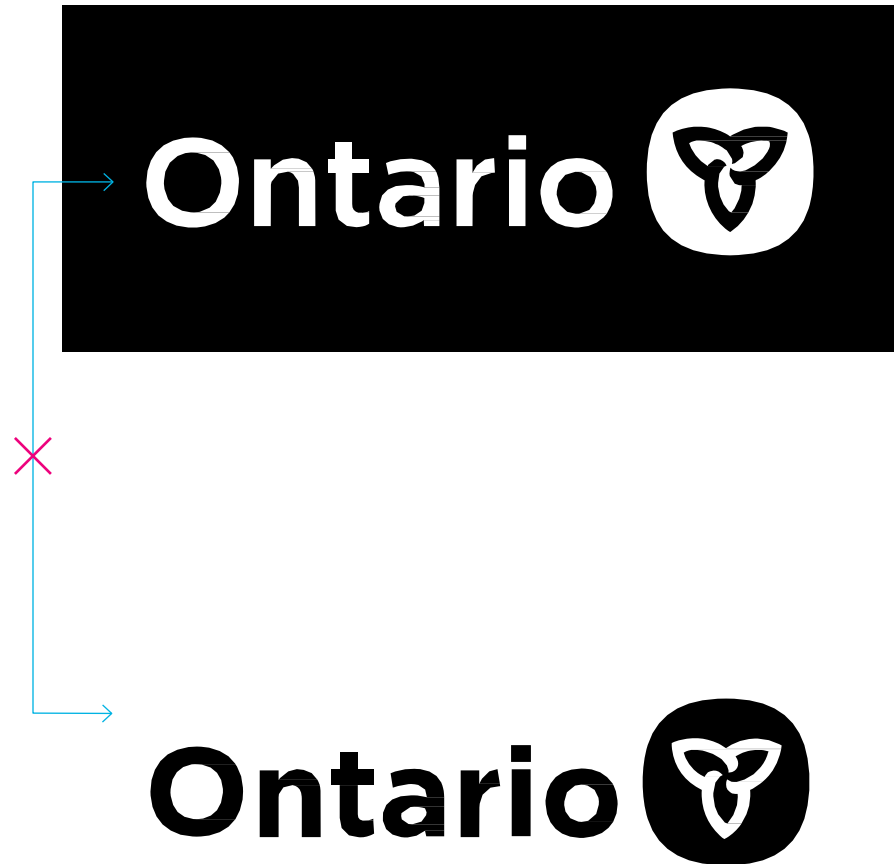
*Please note: The Ontario logo is protected under the Trade Marks Act and is restricted for official government use or by permission only.*

**Do not swap colours manually**

Do not recreate your own logo or re-colour the logos as they have been specifically designed in the positive and reverse.

The reverse version of the logo has been adjusted to avoid the optical illusion of appearing more bold than the positive version of the logo. The letterforms and shapes are completely different between the two files, and for this reason they must never be swapped for one another.

For example: Do not change the colour of the reverse logo to be black, or viceversa.



**Logo clear space**

To ensure the greatest visual impact, the logo must always appear within a zone of clear space equal to half the height of the symbol. No other elements should appear in this space.



**Minimum sizes**

**Print**

To ensure legibility, the printed logo must never be reproduced smaller than 0.75" (19 mm) wide for print applications.

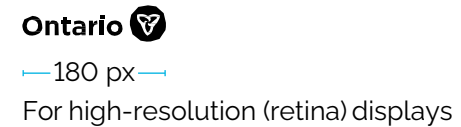
**Digital**

The minimum size for digital use is 180 pixels wide. This digital size is based upon high-resolution (retina) displays. When designing for lower-resolution digital displays, the logo can appear at a minimum of 90 pixels wide.

**Print**



**Digital**



## A World of Colour

A palette of AODA\* and WCAG-compliant colours opens the door to creativity and lets us make a splash on all types of work. We're proud of where we live, so we've named each colour after natural spaces and agriculture in Ontario.

**Pelee Pollen**  
(Dark Yellow)

**PANTONE**  
7753 C

**CMYK**  
23 - 27 - 100 - 0

**RGB**  
203 - 165 - 46

**HEX**  
cba52e

**Golden Horseshoe**  
(Yellow)

**PANTONE**  
124 C

**CMYK**  
0 - 30 - 100 - 0

**RGB**  
252 - 175 - 23

**HEX**  
fcf17

**Wasaga Beach**  
(Taupe)

**PANTONE**  
4525 C

**CMYK**  
25 - 25 - 50 - 0

**RGB**  
193 - 178 - 143

**HEX**  
c1b28f

**Bruce Trail**  
(Green)

**PANTONE**  
2422 C

**CMYK**  
78 - 0 - 100 - 2

**RGB**  
57 - 181 - 74

**HEX**  
39b54a

**High Park**  
(Light Green)

**PANTONE**  
2292 C

**CMYK**  
50 - 0 - 100 - 0

**RGB**  
141 - 198 - 63

**HEX**  
8dc63f

**Blue Coast**  
(Teal)

**PANTONE**  
7473 C

**CMYK**  
70 - 15 - 40 - 0

**RGB**  
72 - 167 - 162

**HEX**  
49a7a2

**Killarney Night**  
(Rich Black)

**PANTONE**  
426 C

**CMYK**  
30 - 0 - 0 - 100

**RGB**  
0-0-0

**HEX**  
000000

**Blue Mountain**  
(Light Blue)

**PANTONE**  
306 C

**CMYK**  
81 - 4 - 5 - 0

**RGB**  
0 - 178 - 227

**HEX**  
00b2e3

**Sleeping Giant**  
(Dark Blue)

**PANTONE**  
2193 C

**CMYK**  
94 - 24 - 0 - 0

**RGB**  
4 - 123 - 193

**HEX**  
047bc1

**Prince Edward Fields**  
(Purple)

**PANTONE**  
513 C

**CMYK**  
38 - 88 - 0 - 0

**RGB**  
146 - 39 - 143

**HEX**  
92278f

**Algonquin Autumn**  
(Orange)

**PANTONE**  
166 C

**CMYK**  
0 - 67 - 100 - 0

**RGB**  
241 - 90 - 34

**HEX**  
f15a22

**Ancaster Apples**  
(Red)

**PANTONE**  
485 C

**CMYK**  
0 - 100 - 100 - 0

**RGB**  
237 - 28 - 36

**HEX**  
ed1c24

**Tobermory Sunsets**  
(Magenta)

**PANTONE**  
Magenta C

**CMYK**  
0 - 100 - 0 - 0

**RGB**  
237 - 3 - 124

**HEX**  
ed037c

\* Accessibility for Ontarians with Disabilities Act, 2005

**Incorrect logo use**

It is important to maintain the integrity of the Ontario logo at all times. All acceptable versions of the logo are available as digital artwork. They must never be altered or manually reproduced in any way.



Do not switch the wordmark and symbol



Do not colour the trillium



Do not colour the button with a black trillium



Do not place over complex backgrounds



Do not change the colour of the wordmark



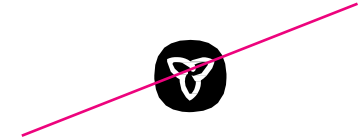
Do not add words outside of approved logo templates



Do not distort



Do not apply effects



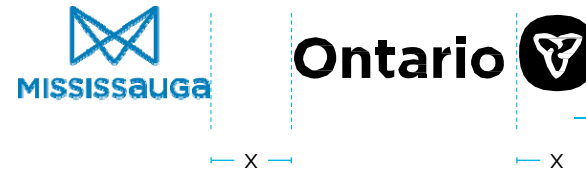
Do not use the symbol on its own (except for social media avatars and approved special cases)

**Partner logos**

**Single partner logo**

When the Ontario logo is used with partner logos on Ontario materials, always position the logos to the left of the Ontario logo, using a space equal to the width of the symbol.

**Single partner logo**



**Multiple partner logos**

When various sponsor programs or ministry logos are applicable, only one logo representing Ontario should be used. When there are two or more partner logos, the order is as follows, from left to right:

- Government of Canada
- Municipal
- Corporate (both public or privately-owned companies)
- The Ontario logo

**Multiple partner logos**

Municipal and corporate logos



**Rules for ordering the logos**

- The Ontario logo is always positioned to the right of all other logos, except for instances of joint federal-provincial-municipal funding.
- For federal-provincial-municipal funding, the Ontario logo is positioned in the middle.
- The Government of Canada logo is always positioned to the left of any other jurisdictional logos.

Government of Canada, municipal, and corporate logos



**Please note:** For instances of joint federal, provincial, and municipal funding, the Ontario logo is positioned in the middle.

