

**ONTARIO TRANSFER PAYMENT AGREEMENT FOR SBEC PROGRAM:
SBEC Core Initiative, Starter Company Plus Initiative and Summer Company Initiative**

THE AGREEMENT is effective as of the 1st day of April, 2019

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Economic Development, Job
Creation and Trade**

(the “Province”)

- and -

THE CORPORATION OF THE CITY OF KAWARTHA LAKES

(the “Recipient”)

BACKGROUND

The Recipient intends to undertake the SBEC Program which is comprised of the SBEC Core Initiative, Starter Company Plus Initiative and Summer Company Initiative.

The Province has established the SBEC Program which is intended to provide important resources, training, mentoring to entrepreneurs, businesses, and Youth, as applicable, and/or Micro-Financing to individuals and Youth to start, expand, or purchase, as applicable, a small business in Ontario.

The Recipient has applied to the Province for Funds to assist the Recipient in carrying out the SBEC Program and the Province wishes to provide such Funds on the terms and conditions contained herein.

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"	SBEC Program Specific Information
Schedule "C"	SBEC Program
Schedule "D"	Budget
Schedule "E"	Guidelines for SBEC Program
Schedule "F"	Payment Schedule
Schedule "G"	Reports
Schedule "H"	Request for Payment and Certificate
Schedule "I"	Eligible Expenditures
Schedule "J"	Summary of the <i>Travel, Meal and Hospitality Expenses Directive</i>
Schedule "K"	Communications and Confidentiality Protocol
Schedule "L"	Auditor's Certificate
Schedule "M"	<i>French Language Services Act</i> (Ontario) Checklist
Schedule "N"	Summer Company Initiative: Information Management and Privacy Provisions
Schedule "O"	Summer Company Initiative: Release and Consent Form, Assignment of Copyright and Waiver of Moral Rights Form, and any amending agreement entered into as provided for in Section 3.1, 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 COUNTERPARTS

- 2.1 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.

3.0 AMENDING THE AGREEMENT

- 3.1 Other than as provided for under Section A4.4, the Agreement may only be amended by a written agreement duly executed by the Parties.

4.0 ACKNOWLEDGEMENT

- 4.1 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 SBEC Program 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 SBEC Program; 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 SBEC Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

5.0 CONFLICT OR INCONSISTENCY

5.1 **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.

- 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 Economic Development,
Job Creation and Trade**

Date

Name: Rachel Simeon
Title: Assistant Deputy Minister, Research, Science and
Commercialization Division

Authorized Signing Officer

The Corporation of the City of Kawartha Lakes

Date

Name: Andy Letham,
Title: Mayor and Cathie Ritchie, City Clerk

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

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:

"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 3.1.

"Approved Participant" means an individual who is a participant in the SBEC Program either as a Starter Company Plus Initiative Approved Participant or a Summer Company Initiative Approved Participant.

"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.

"Client" means an entrepreneur or small business deemed eligible and suitable by the Recipient and seeks the services of the Recipient under the SBEC Core Initiative.

"Effective Date" means the date set out at the top of the Agreement.

"Eligible Expenditures" means those expenditures, exclusive of HST, which are directly attributable to the SBEC Program as more particularly described in Schedule "I" that are incurred and paid by the Recipient during the term 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.

“Guidelines” means the guidelines for one or more of the Initiatives as applicable set out in Schedule “E”.

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

“Initiative” means any of the SBEC Core Initiative, the Starter Company Plus Initiative or the Summer Company Initiative.

“Initiatives” means two or more of the SBEC Core Initiative, the Starter Company Plus Initiative or the Summer Company Initiative.

“Learning Plan” means the Starter Company Plus Initiative Approved Participant’s individual learning plan as prepared and managed by the Recipient under the Starter Company Plus Initiative, which such Approved Participant agrees to undertake as a condition of his or her participation in the SBEC Program, as more particularly set out in Section A4.3 and Schedule “C”.

“Maximum Funds” means the maximum amount of Funds set out in Schedule “B” that the Province will provide to the Recipient under the Agreement.

“Micro-Financing” means micro-financing of up to \$5000 under the Starter Company Plus Initiative or up to \$3000 under the Summer Company Initiative as more particularly set out in Schedule “C”.

“Micro-Financing Agreement” means the Micro-Financing agreement as prepared by the Recipient and entered into between the Recipient and those Approved Participants that the Recipient has approved for Micro-Financing, as a condition of approval thereof, the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3 and Schedule “C”.

“Micro-Financing Committee” means the committee set up by the Recipient to review and approve Micro-Financing as more particularly described in Schedule “C”.

“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.

“Reports” means the reports set out in Schedule “G”.

“Salaries and MERCs” means the actual salaries or wages paid to employees, excluding bonuses, together with mandatory employment-related costs, incurred by the Recipient during the term of this Agreement. For greater certainty, mandatory employment-related costs may only include mandatory minimum vacation pay, employer’s contributions to employment insurance and the Canada Pension Plan, employer health tax, and Workplace Safety and Insurance Board Premiums.

“SBEC Core Initiative” means the undertaking set out in Schedule “C”

“SBEC Core Initiative Guidelines” means the SBEC Core Initiative guidelines set out in Schedule “B”.

“SBEC Program” means the undertaking set out in Schedule “C”.

“Starter Company Plus Initiative” means the undertaking set out in Schedule “C”.

“Starter Company Plus Initiative Approved Participant” means an individual applicant who is eligible and approved by the Recipient to participate in the Starter Company Plus Initiative, which approval is conditional upon the timely completion by each such Approved Participant of their individual Learning Plan, and for those Approved Participants the Recipient approves for Micro-Financing of up to \$5000 in Funds, conditional upon the prior execution of a Starter Company Plus Initiative Micro-Financing Agreement between such Approved Participant and the Recipient, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3, Schedule “C” and Schedule “E” as applicable.

“Starter Company Plus Initiative Guidelines” means the Starter Company Plus Initiative guidelines set out in Schedule “E”.

“Starter Company Plus Initiative Micro-Financing Agreement” means the Starter Company Plus Initiative Micro-Financing Agreement as prepared by the Recipient and entered into between the Recipient and those Approved Participants that the Recipient approves for Micro-Financing of up to \$5000 in Funds under the SBEC Program, as a condition of approval thereof, all of the foregoing subject to and in accordance with the

terms and conditions of this Agreement including Section A4.3 and Schedule “C”.

“Summer Company Initiative” means the undertaking set out in Schedule “C”.

“Summer Company Initiative Approved Participant” means a Youth applicant who is eligible and approved by the Recipient to participate in the Summer Company Initiative including approval for Micro-Financing of up to \$3000 in Funds, conditional upon the prior execution of a Summer Company Initiative Micro-Financing Agreement between such Approved Participant and the Recipient, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3, Schedule “C” and Schedule “E”.

“Summer Company Initiative Guidelines” means the Summer Company Initiative guidelines set out in Schedule “E”.

“Summer Company Initiative Micro-Financing Agreement” means the Micro-Financing Agreement as prepared by the Recipient and entered into between the Recipient and those Approved Participants that the Recipient approves for Micro-Financing of up to \$3000 in Funds under the Summer Company Initiative, as a condition of approval thereof, all of the foregoing subject to and in accordance with the terms and conditions of this Agreement including Section A4.3 and Schedule “C”.

“Youth” means an individual between the ages of 15-29, who is a student and a resident of Ontario and a Canadian citizen or permanent resident.

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 SBEC Program;
- (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 SBEC Program, the Funds, or both;
- (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;
- (e) it shall carry out the SBEC Program in compliance with all Guidelines;
- (f) the Recipient shall provide all services to the public under the SBEC Program

in accordance with the *French Language Services Act* (Ontario), by taking appropriate measures in that regard, including among other things, providing signs, notices and other information on such services and communicating with the public to make it known to members of the public that such services are available in French at the choice of a member of the public. In this regard, subject to the Province's satisfaction, the Recipient shall, among other things that the Province may require from time to time, ensure that:

- (i) any person may communicate with the Recipient in both French and English;
 - (ii) any person may receive the services under the SBEC Program in both French and English;
 - (iii) the portions of the Recipient's website relating to the SBEC Program are available in French;
 - (iv) all public documents relating to the SBEC Program are available in French;
 - (v) bilingual (English/French) signs are posted as needed;
 - (vi) it has developed a protocol for providing francophone clients with services in French; and
 - (vii) it shall submit a written report in a form and content satisfactory to the Province regarding its provision of French language services and how it is meeting the requirements of this Section A2.1(f).
- (g) It shall comply with the terms and requirements of Schedule "K" - Communications and Confidentiality Protocol; and
- (h) It shall comply with the terms and requirements of Schedule "N" - Summer Company Initiative: Information Management and Privacy Provisions.

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, including if the Recipient is a municipality, passing a municipal by-law authorizing the Recipient to enter into 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 SBEC Program successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the SBEC Program 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 SBEC PROGRAM

A4.1 **Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the SBEC Program;
- (b) provide the Funds to the Recipient in accordance with the payment schedule set out in Schedule "F"; 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 SBEC Program;
- (c) any disbursement of Funds to the Recipient shall be subject to the Recipient's guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the guidelines set out in Schedule "J" hereto;
- (d) 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;
- (e) 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 SBEC Program; or
 - (ii) terminate the Agreement pursuant to Section A12.1;
- (f) If the Recipient is a municipality, the Province is not obligated to provide any Funds to the Recipient until the Recipient provides evidence satisfactory to the Province that the Recipient's council has authorized the execution of this Agreement by the Recipient by municipal by-law.

A4.3 Use of Funds and Carry Out the SBEC Program. The Recipient will do all of the following:

- (a) carry out the SBEC Program in accordance with the Agreement;
- (b) use the Funds only for the purpose of carrying out the SBEC Program;
- (c) spend the Funds only on account of Eligible Expenditures and 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;
- (e) approve individual applicants in accordance with SBEC Program intake processes and eligibility and suitability requirements set out in Schedule "C";
- (f) develop and manage individual Learning Plans for each Starter Company Plus Initiative Approved Participant;

- (g) undertake post-SBEC Program reporting with all Approved Participants to obtain progress reporting information from Approved Participants such as business expansion and job creation for three consecutive Funding Years following the Expiry Date;
- (h) subject to and in accordance with Section A4.3(i) and (j), the Recipient shall prepare and enter into a Micro-Financing Agreement with each Approved Participant that the Recipient approves for Micro-Financing up to \$5000 in Funds for the Starter Company Plus Initiative or up to \$3000 in Funds for the Summer Company Initiative, as a condition of approval thereof;
- (i) ensure the following terms and conditions, as applicable, are included in the Starter Company Plus Initiative Micro-Financing Agreement and the Summer Company Initiative Micro-Financing Agreement:
 - (i) Audit Rights for the Crown. The parties agree that audit rights under the Micro-Financing Agreement shall inure to the benefit of the Province, any authorized representative or any independent auditor identified by the Province, at the Province's expense, which audit rights (including the right of inspection and review of the Approved Participant's progress of its project under the SBEC Program and any allocation and expenditure of Funds and to perform a full or partial audit of the Approved Participant) shall continue in full force and effect for a period of seven years from the date of expiry or termination of the [Starter Company Plus Initiative Micro-Financing Agreement or Summer Company Initiative Micro-Financing Agreement, as applicable];
 - (ii) Post-SBEC Program Reporting. The Approved Participant shall, if requested by the Recipient or the Province, provide progress reporting information such as the Approved Participant's business expansion and job creation for three consecutive Funding Years following the expiry date or termination of the [Starter Company Plus Initiative Micro-Financing Agreement or Summer Company Initiative Micro-Financing Agreement, as applicable];
- (j) ensure the following term and condition is included in the Starter Company Plus Initiative Micro-Financing Agreement:
 - (i) Learning Plan. The Approved Participant agrees to undertake the Learning Plan as a condition of their participation in the Starter Company Plus Initiative, attached thereto as a schedule to the Starter Company Plus Initiative Micro-Financing Agreement; and
- (k) ensure that all third party mentors and consultants engaging with Clients or Approved Participants in the SBEC Program are bound by appropriate confidentiality, non-compete, and conflict of interest provisions in agreements with the Recipient and Client or Approved Participants, as applicable.

A4.4 Despite Section 3.1. Despite Section 3.1, the Recipient may, on occasion, in the Budget, reallocate only within the same Funding Year:

- (a) Under the expenses category heading 'SBEC Program Delivery (A)', any amount of underspending in any line item thereunder, can be moved to either the 'Starter Company Plus Initiative (C)' or the 'Summer Company Initiative (D)' line items under the category heading 'Micro-Financing for Approved Participants';
- (b) Any amount of underspending in 'Summer Company Initiative (D)' can be moved to 'Starter Company Plus Initiative (C)'; and
- (c) An amount equalling up to 10% or \$500, whichever is greater, of any expenses line item to another expenses line item, provided that at all times the following conditions are met:
 - (i) Administration: the line item 'SBEC Program Administration' under the category heading 'Administration (B)' shall not exceed 10% of the overall Budget; and
 - (ii) Micro-Financing: other than as provided for above in Section A4.4(b), the amount allocated for Micro-Financing for the Starter Company Plus Initiative and for the Summer Company Initiative shall not be reduced.

A4.5 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.

A4.6 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.

A4.7 Rebates, Credits, and Refunds. The Ministry will calculate Funds based on Eligible Expenditures, 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 set out 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 SBEC Program 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 SBEC Program, 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 set out in Schedule "G", 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 SBEC Program in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the SBEC Program.

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 SBEC Program 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 SBEC Program, 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 or 9.2 of the *Auditor General Act* (Ontario), as applicable.

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 SBEC Program; 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 SBEC Program-related publications, whether written, oral, or visual, that the views expressed in the

publication are the views of the Recipient and do not necessarily reflect those of the Province.

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 SBEC Program 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 SBEC Program would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount set out 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 SBEC Program, 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(e), 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 SBEC Program 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 SBEC Program 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 SBEC Program;
 - (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 SBEC Program;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel 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 Section 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 set out 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, or personal delivery and will be addressed to the Province and the Recipient respectively set out in Schedule "B", or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been received:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email or personal delivery, one (1) 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 received; and
- (b) the Party giving Notice will give Notice by email or personal delivery.

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 5.0, Article A1.0 and any other applicable definitions, Section A2.1(a), Section A2.2, Sections A4.2(e), A4.5, A4.6, A.4.7 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”
SBEC PROGRAM SPECIFIC INFORMATION**

Maximum Funds	\$609,303
Expiry Date	June 30, 2022
Amount for the purposes of Section A5.2 (Disposal) of Schedule “A”	\$ 2,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	<p>Position: Lyn Doering, Manager, Contract Management and Relationship</p> <p>Address: Ministry of Economic Development, Job Creation and Trade Commercialization and Scale-up Networks Branch Relationship and Contract Management Unit</p> <p>2 Queen East, 3rd floor Toronto, Ontario M5C 3G7</p> <p>Email: lyn.doering@ontario.ca</p>
Contact information for the purposes of Notice to the Recipient	<p>Position: Diane Steven, Manager Kawartha Lakes Small Business & Entrepreneurship Centre</p> <p>Address: 180 Kent St W Lindsay, Ontario K9V 2Y6</p> <p>Email: dsteven@city.kawarthalakes.on.ca</p>
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	<p>Position: Carolyn Daynes, Treasurer</p> <p>Address: 180 Kent St W 26 Francis St., Lindsay ON K9V 5R8</p> <p>Email: cdaynes@kawarthalakes.ca</p>

SCHEDULE “C”

SBEC PROGRAM

A. SBEC PROGRAM DESCRIPTION

The Recipient will undertake the delivery of the SBEC Program including three main Initiatives:

1. SBEC Core Initiative,
2. Starter Company Plus Initiative, and
3. Summer Company Initiative,

which are intended to provide important resources, training, mentoring to entrepreneurs, businesses, and Youth, as applicable, and/or Micro–Financing to individuals and Youth to start, expand, or purchase, as applicable, a small business in Ontario.

SBEC PROGRAM	OBJECTIVES
1. SBEC Core Initiative	<ul style="list-style-type: none">• Provide business advisory supports and skills development to Ontario’s entrepreneurs and small businesses to improve the success rate and longevity of small businesses and build growth and prosperity in local communities.• Services are focused on Clients starting a business or expanding an existing business which are typically less than five (5) years in operation and have under ten (10) employees.
2. Starter Company Plus Initiative	<ul style="list-style-type: none">• Provide training, mentoring and Micro-Financing opportunities for Approved Participants to start, expand or buy a small business.• Address local and/or regional economic development needs, and where appropriate focus on special industries and sectors.
3. Summer Company Initiative	<ul style="list-style-type: none">• Provide training, mentoring and Micro-Financing of up to \$3,000 to Youth who wish to start a full-time business over the summer.• Inspire more Youth to choose entrepreneurship as a career option and equip them with tools to succeed.

B. SBEC PROGRAM COMPONENTS

The Recipient shall deliver all the SBEC Program components below for the Initiatives.

SBEC PROGRAM	COMPONENTS
1. SBEC Core Initiative	<p>Initial Assessment/Inquiries</p> <p>The Recipient shall:</p> <ul style="list-style-type: none">• Respond to inquiries related to entrepreneurship and small business, and Recipient service offerings (initiatives, programs and services available).• Direct Clients to appropriate Recipient services or refer to other entrepreneurship stakeholder services. <p>Business Advisory/Coaching</p> <p>The Recipient shall work with Clients to provide personalized options, information and advisory support to address their business needs. The Recipient shall offer:</p> <ul style="list-style-type: none">• Initial one-on-one consultation, on a no fee basis to each Client.• Any additional consultation (advanced/in-depth) may be offered to the Client. Fees, if any, and the amount (cost-recovery or otherwise) are to be determined by the Recipient. The consultation can take place at the Recipient location or offsite.• Mentorship and/or coaching services to Clients. Services may be delivered on a non-fee or fee basis.• Referrals for third party “professional” consultations (i.e. accountants, real estate). <p>Business Skill Development</p> <p>The Recipient shall assist Clients in starting, maintaining or expanding their small business through short term workshops, events or activities.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none">• Conduct and/or facilitate seminars and workshops that focus on entrepreneurship, small business and business development. Other than the initial consultation which shall

	<p>be complementary, fees, if any, are to be determined by the Recipient.</p> <ul style="list-style-type: none"> • Host and/or organize networking activities or events. These activities or events can be targeted to serve specific demographics (i.e.-Women, Indigenous and Youth entrepreneurs), to be determined by the Recipient. <p>Resources</p> <p>To raise the profile and promote small businesses in Ontario, the Recipient shall offer the following resources to assist businesses to proposer and expand:</p> <ul style="list-style-type: none"> • Conduct outreach services to the community to promote the services of the Recipient and develop partnerships within the community. • Provide computer stations (with internet) and business resources for Clients.
2. Starter Company Plus Initiative	<p>The Recipient shall deliver all four components at their sites:</p> <ol style="list-style-type: none"> 1. Approved Participant Intake 2. Training and Skills Development 3. Mentorship 4. Micro-Financing (Funds contributed by the Province up to \$5,000) <p>The Recipient shall ensure that all Approved Participants who are eligible and approved by the Recipient undertake the first three components. The fourth component is not required. The availability of the Micro-Financing component for an Approved Participant shall be determined by the Recipient.</p> <p>The Recipient shall determine an individual's eligibility and suitability for Starter Company Plus Initiative as well as their general business needs.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> • Assess individuals based on eligibility requirements outlined in the Guidelines and the local suitability criteria developed by the Recipient.

- If the individual is eligible and suitable, and the individual wishes to proceed with the Initiative, the Recipient accepts the individual as an Approved Participant.
- If the individual is not eligible or not suitable for Starter Company Plus Initiative, the Recipient shall direct the individual to other entrepreneurship initiatives, programs and services.
- Have a decision model in place that provides rationale for approval to participate in the Starter Company Plus Initiative.
- Work with the Approved Participant to develop a customized Learning Plan outlining required training and mentorship based on the Approved Participant's business needs and goals.

Training and Skills Development

The objective of the Training and Skills Development component is to help Approved Participants start, expand or purchase a business by providing short term workshops or activities. This can include seminars, workshops, networking events and experiential learning. Activities can be completed in a classroom, one-on-one, or in a group setting.

The Recipient shall:

- Develop content and a suitable delivery method of training and skills development for each Approved Participant. The Recipient will organize, schedule and sequence the workshops to meet Approved Participants' needs in a way that is suitable for their organization.
- Provide short-term training and skills development opportunities to enhance business knowledge and skills to support Approved Participants in starting, expanding or purchasing a business.
- Monitor when an Approved Participant has finished the identified training on their Learning Plan.

Mentoring

The Recipient must match each Approved Participant with a designated mentor and/or a group of mentors. Mentorship activities provides the Approved Participant with a trusted confidante that can provide business expertise and share business experience. Activities can include, but are not limited to, identifying challenges,

working on problem solving strategies, developing networking skills, expanding contact networks and providing overall guidance.

The Recipient shall:

- Match each Approved Participant with a mentor who will provide support, entrepreneur advice and expertise for a minimum of three months.
- Recruit, train and coordinate a mentorship network to meet the needs of the Initiative.
- Monitor the Approved Participant-mentor match and record when the component has been completed.

Approved Participants can participate in the training and skills development and mentorship component concurrently.

Micro-Financing

Each Approved Participant that the Recipient approves for Micro-Financing shall receive up to \$5000 in Funds by the Province. The Recipient may find funding locally to match or increase the Micro-Financing amount. The Micro-Financing is administered and distributed by each Recipient. Such Approved Participants must also match the Micro-Financing amount by 25% (may include in kind contributions). The matching contribution may be waived by the Recipient under exceptional circumstances only.

The Recipient shall:

- Establish a Micro-Finance Committee.
- Develop all required procedures and criteria governing Micro-Financing administration.
- Prepare, negotiate and enter into Micro-Financing Agreements with Approved Participants prior to disbursement of Funds. The Micro-Financing Agreement shall outline the terms and the conditions of Micro-Financing including eligible expenditures, milestones and grounds for repayment in addition to the requirements set out in Schedule "A" Section A4.3 (h), (i) and (j).
- Distribute Micro-Financing to all Approved Participants.
- Where Approved Participants fail to comply with Starter Company Plus Initiative requirements or any requirements under the Micro-Financing Agreement, the Recipient shall make all necessary efforts to recoup all or part of the Funds on behalf of the Province.

<p>3. Summer Company Initiative</p>	<p>Intake- Application Process</p> <p>Youth interested in participating in the Summer Company Initiative are required to complete an online eligibility checklist, and if the individual is deemed eligible, may then submit an online application request to the Recipient. The Recipient will then contact the Youth and ask him or her to submit an online application, which includes a business plan and a description of the eligible business and cash flow. Those applicants will then be interviewed by the Recipient and informed if they have been accepted as Approved Participants.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> • Promote and market the Initiative to targeted groups. • Review application inquiries to determine if potential applicants meet Initiative eligibility. • Distribute Summer Company Initiative applications to Youth applicants. • Assist Youth in completing Summer Company Initiative applications. • Review submitted Summer Company Initiative applications for completeness and assess if Summer Company Initiative requirements and Guidelines have been met. • Interview Youth applicants and select Approved Participants. • Ensure the Approved Participant has met all the requirements to participate. A list of requirements is outlined in the Summer Company Initiative Guidelines. • Enter into Summer Company Initiative Micro-Financing Agreement with the Approved Participant. • Meet Approved Participant targets as identified by the Province. <p>Business Training and Coaching</p> <p>The Recipient shall provide short term workshops or activities designed to help Approved Participants with the skills and tools to succeed in entrepreneurship. The training can focus, but not limited to marketing and sales, HST, record/book keeping, time management, customer service, insurance and risk management.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> • Recruit and coordinate business mentors. Mentors must have a valid criminal background check issued by the police within the last six months and have an understanding of the objectives, business planning and operations of the Summer Company Initiative, and must maintain confidentiality of all information
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amongst other obligations set out further under Schedule “A”, Section A4.3 (k).

- Assign the Approved Participant to a mentor or mentor group.
- Provide a minimum of 12 hours of business training and guidance per Approved Participant.
- Conduct one on-site visit at the project location for the Approved Participant for ongoing support and guidance.
- Monitor Approved Participant progress to ensure compliance with the business plan and cash flow forecasts.
- Conduct exit interviews with the Approved Participants to ensure all Summer Company Initiative requirements have been met.

Micro Financing

Approved Participants are eligible to receive up to \$3000 in Micro-Financing to support start-up costs and completion of their project under the Summer Company Initiative. Micro-Financing is issued by the Recipient in two installments.

The Recipient shall:

- Establish a Micro-Finance Committee.
- Develop all required procedures and criteria governing Micro-Financing administration.
- Prepare, negotiate and enter into Micro-Financing Agreements with Approved Participants prior to disbursement of Funds which will be paid out in two instalments. The Micro-Financing Agreement shall outline the terms and the conditions of Micro-Financing including eligible expenditures, milestones and grounds for repayment in addition to the requirements set out in Schedule “A”, Section A4.3 (h), (i) and (j).
- Distribute the first instalment after execution of the Micro-Financing Agreement.
- Distribute the second instalment once the Approved Participant has completed all requirements of his or her project under the Initiative and Micro-Financing Agreement.
- Where an Approved Participant fails to comply with Summer Company Initiative requirements or any requirements under the Micro-Financing Agreement, the Recipient shall make all necessary efforts to recoup all or part of the Funds on behalf of the Province.

	<p>SCREEN Reporting</p> <p>The Recipient is required to:</p> <ul style="list-style-type: none"> • Administer and approve applications through the Summer Company Initiative Registration, Eligibility and Evaluation Network web-based system (“SCREEN”). • Report identified performance measures through the SCREEN input report. • Collect and submit success stories. • Distribute a survey to Approved Participants in a format and in accordance with the timelines to be provided by the Province.
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C. MICRO-FINANCING

The Recipient shall establish a Micro-Financing Committee to review and approve Micro-Financing for any Approved Participants under the Starter Company Plus Initiative and the Summer Company Initiative, as applicable. The scope and parameters of the Micro-Financing Committee are to be determined by the Recipient. Micro-Financing shall support:

STARTER COMPANY PLUS INITIATIVE	SUMMER COMPANY INITIATIVE
<ul style="list-style-type: none"> • Business start-up, expansion or purchasing a business in Ontario, provided that the Approved Participant raises at least 25% of funding for their business (which may include in-kind contributions). Under exceptional circumstances, the Recipient may waive the 25% Approved Participant funding contribution requirement. • The total Micro-Financing from the Province shall not exceed \$5,000 in Funds per Approved Participant for their business. • The Recipient may find funding locally to match or increase the Micro-Financing amount. 	<ul style="list-style-type: none"> • Business start-up or expansion costs of the Approved Participants. • The total Micro-Financing from the Province shall not exceed \$3,000 in Funds per Approved Participant for the purposes of business start-up or expansion in Ontario. • Micro-Financing must be disbursed in two instalments: <ul style="list-style-type: none"> ○ an initial disbursement of up to \$1,500 for start-up expenses; and ○ final disbursement of up to \$1,500 for successful completion of the Approved Participant's project under the Initiative and Micro-Financing Agreement.

Prior to disbursing any Micro-Financing, the Recipient must prepare and enter into a Starter Company Plus Initiative Micro-Financing Agreement or a Summer Company Initiative Micro-Financing Agreement, as applicable, with each Approved Participant in accordance with Schedule “A”, Section A4.3 (h), (i) and (j).

The Recipient shall ensure that the review and approval for Micro-Financing process is fair, transparent and accountable. Without limiting the generality of the previous sentence, the Recipient shall ensure that each payment to an Approved Participant is tied to appropriate milestones and that payment is only made if satisfactory evidence of progress against the milestone is provided to the Recipient.

The Recipient is responsible for creating procedures and criteria governing the operations of the Micro-Financing administration role including, recruitment, conflict of interest, decision frameworks and documentation, funding, legal and taxation.

Micro-Financing Agreement

The Micro-Financing Agreement shall outline the terms and the conditions of the Micro-Financing including eligible expenditures, milestones and grounds for repayment in addition to the requirements set out in Schedule “A”, Section A4.3 (h), (i) and (j).

Micro-Financing Administration

Micro-Financing is managed by the Recipient. This includes all financial administration, banking, and issuing of T4As.

D. INDIVIDUAL ELIGIBILITY AND SUITABILITY

SBEC PROGRAM	INDIVIDUAL ELIGIBILITY AND SUITABILITY
1. SBEC Core Initiative	<p>SBEC Core Initiative is an entrepreneurship service providing supports to entrepreneurs and small businesses within a municipality.</p> <p>The service supports typically focus on, but not limited to entrepreneurs and small businesses:</p> <ul style="list-style-type: none"> • Less than five (5) years in operation; and • Have under ten (10) employees.
2. Starter Company Plus Initiative	<p><u>Eligibility</u></p> <p>Individuals applying for the Initiative must satisfy the following eligibility requirements:</p> <ul style="list-style-type: none"> • 18 years of age or older at the time of registration; • proposing starting a new company, expanding an existing company or buying a business in Ontario; • not attending school full time nor returning to school; • resident of Ontario; • Canadian citizen or permanent resident;

	<ul style="list-style-type: none"> • not enrolled in other provincial employment or self-employment related initiatives and programs that include or do not include financial assistance; and • not currently enrolled concurrently in any self-employment or entrepreneurship training/financing initiatives and programs offered by government funded organizations. <p><u>Suitability</u> While the Starter Company Plus Initiative is open to all eligible individuals, it is a training and mentoring initiative geared towards assisting those in need of business knowledge and support.</p> <p>Approval into the Starter Company Plus Initiative is competitive and eligible applicants may not all be accepted. As the Initiative aims to address local and/or regional economic development needs, the Recipient may prioritize participation based on specific industries and sectors.</p>
3. Summer Company Initiative	<p><u>Eligibility</u> Individuals applying for the Initiative must satisfy the following eligibility requirements:</p> <ul style="list-style-type: none"> • a student between 15 and 29 years old as of April 30 of each Funding Year (a parent or guardian must sign the application for applicants under 18); • starting a new eligible business (see Section “E” below); • attending school and returning to school in the fall (this includes full-time, part-time, homeschooling, e-learning, distance learning, apprenticeships, trade schools, etc.); • a resident of Ontario; • a Canadian citizen or a permanent resident; • not working at another job or attending school for more than 12 hours per week during the term of the project under the Initiative; • self-employed as defined by the Canada Revenue Agency; • able to work over the summer period: <ul style="list-style-type: none"> ○ a minimum of 280 hours if a high school student ○ a minimum of 420 hours if a post-secondary student • has not received funding from the Summer Company Initiative in the past. <p>Under exceptional circumstances, exceptions may be granted by the Recipient.</p>

E. ELIGIBILITY CRITERIA FOR A NEW BUSINESS UNDER THE SUMMER COMPANY INITIATIVE

SBEC PROGRAM INITIATIVE	BUSINESS ELIGIBILITY
Summer Company Initiative	<p><u>Eligible Youth must create a new business that meets the following criteria:</u></p> <ul style="list-style-type: none"> • A sole proprietorship or a corporation where the applicant will be the majority shareholder; • An independent business venture; • A new business, not previously registered or operated on an on-going basis; • Operates at arm's length from family business ventures; • Operates in Ontario; • Operates full-time as defined in the business plan; and • Follows government rules and regulations for operating a business. <p><u>Businesses that are not eligible:</u></p> <ul style="list-style-type: none"> • partnerships/co-operatives; • franchises; • distributorships; • incorporated businesses that are controlled directly or indirectly by a person who would not be an eligible Youth under the Summer Company Initiative; • business ventures that are subsidiaries or divisions of an existing business; • business ventures that are continuations of existing commercial endeavours; • commissioned sales; • multi-level marketing ventures; • single events such as a theatrical production, a DJ gig, a music concert, a dance/party event, a fundraiser, a sporting tournament, etc.; • businesses that are strictly pay per click; or • 1-900 businesses.

F. MICRO-FINANCING ENROLMENT ALLOCATION AND TIMELINES

1) Starter Company Plus Initiative

	PERIOD	MICRO-FINANCING ALLOCATION	MICRO-FINANCING
Starter Company Plus Initiative	From April 1st to March 31st of each Funding Year or on a date specified by the Province	Min. 11 Approved Participants	\$55,000

2) Summer Company Initiative Allocation

	PERIOD	MICRO-FINANCING ALLOCATION	MICRO-FINANCING
Summer Company Initiative	From January 1 to June 30 of each Funding Year or on a date specified by the Province	Max. 6 Approved Participants	\$18,000

Funds allocated to Micro-Financing must be spent on Micro-Financing for Summer Company Initiative Approved Participants and Starter Company Plus Initiative Approved Participants.

In accordance with Schedule "A", Section A4.4, certain relocations of Funds in the Budget are permitted.

Any unspent Funds including Micro-Financing per Funding Year must be returned to the Province.

G. PERFORMANCE METRICS

The Recipient is responsible for reporting on activities and outcomes of the SBEC Program through the collection and reporting of key performance measures identified by the Province. Definitions for the performance metrics listed below can be found on the Enterprise Centre Report web portal (<https://www.ontariocanada.com/ecr>).

1. SBEC Core Initiative	<ul style="list-style-type: none">• Businesses Started• Businesses Purchased• Businesses Expanded• Jobs Created• Inquires• New Client Consultations (Starting a Business)• New Client Consultations (Existing Business)• Repeat Client Consultations• French Language Consultations• Referrals to Public Sector• Referrals to Private Sector Professionals• Workshops/Seminars• Outreach Connections• Events Hosted• Events Attendance• Mentorship matches
2. Starter Company Plus Initiative	<ul style="list-style-type: none">• Jobs Created• Completed Approved Participants• Businesses Started• Businesses Expanded• Dollar Value of Investment leveraged• Micro-Financing Issued• Businesses Purchased
3. Summer Company Initiative	<ul style="list-style-type: none">• Businesses Started• Application Inquiries• Application Submissions• Approved Participants• Mentoring Hours /Training Hours• Completed Approved Participants• Approved Participant Defaults• Approved Participant Withdrawal• Jobs Created• Interest in pursuing entrepreneurship as a career option

Reporting timelines and formats are provided in Schedule “G” Reports.

H. SBEC PROGRAM PLAN AND OUTCOMES

Recipient Name: The Corporation of the City of Kawartha Lakes

Components	Key Activity	Performance Metrics	Anticipated Results (Determine your Targets below)	Actual Interim Results	Actual Final Results
SBEC Program Outreach/Marketing/Events for all initiatives (Identify/list key steps to promote and market this SBEC Program to Audiences)	Social Media, Partner Referrals, Promotions at Educational Events & Seminars, Community Events, Partnership Activities, Conference, Publicity, Joint Programs with Partners.	# Outreach Connections	12		
	High School Business Plan Competition, Small Business Week activities.	# Events Hosted	2		
		# Events Attendance	15		
		# Mentorship matches	4		
SBEC Program Delivery for SBEC Core Initiative (Outline key activities associated with the delivery of this initiative. Examples: Administration, Strategic Planning and Recruitment, Initial Assessment/Inquiries, Business Advisory/Coaching, Business Skill Development, Events, Partnership Communications). Please specify Service Region pursuant to Guidelines.	Programs & Services for new new and existing businesses. Business Planning, Education, Coaching, Consulting, Educational Seminars, One Year Plans, Marketing Plans, etc. The Small Business Enterprise Centre (SBEC) is fully integrated into the Economic Development Department and all key programs and services are supported within the City of Kawartha Lakes.	# Inquiries	500		
	SBEC works in partnership with 4 Chambers of Commerce and key municipal partners to promote and enhance services to small business owners.	# New Client Consultations (Starting a Business)	50		
	The annual Small Business Week activities is always a key education series of workshops/seminars that appeals to our small business community across Kawartha Lakes. Funding support for these events come through external partners and	# New Client Consultations (Existing Business)	20		
		# Repeat Client Consultations	50		
		# French Language Consultations	0		
		# Referrals to Public Sector	20		
		# Referrals to Private Sector Professionals	20		
	training include business plan development, marketing strategy, financial forecasting, operations and processes, social media	# Workshops/Seminars	8		
		# Businesses Started	50		
		# Businesses Purchased	2		
		# Businesses Expanded	20		
		# Jobs Created	75		
SBEC Program Delivery for Summer Company Initiative (Outline key activities associated with the delivery of this initiative. Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing). Please specify local/region area and/or focus on special industry/sector.	Classroom visits and presentations to local high school business/accounting classes.	# Businesses Started	6		
	Meet with students to provide business plan/program information.	# Application Inquiries	20		
	Review business plans and financials for viability and provide feedback and recommendations.	# Application Submissions	6		
		# Approved Participants	6		
	Bi-weekly participant group meetings including business training and mentorship on various business topics (finance, goals, marketing, online marketing, networking).	# Mentoring Hours /Training Hours	12		
	Ongoing support and mentorship (emails, meetings) communications with participants.	# Completed Approved Participants	6		
	Business site visits	# Participant Defaults	0		
		# Participant Withdrawal	0		
		# Jobs Created	6		
		# Micro-Financing Issued	6		
		# Interest in pursuing entrepreneurship as a career option	3		
SBEC Program Delivery for Starter Company Plus Initiative (Outline key activities associated with the delivery of this initiative. Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing)	Intake-Application to be completed, meet with program co-ordinator to ensure viability, business plan & cash flow to be completed & individually scored by 3rd party.	# Completed Approved Participants	13		
	Training & Skills Development - Online training/mandatory webinars, seminars & workshops.	# Businesses Started	10		
	Mentorship-participants receive ongoing mentorship & support throughout program and will receive ongoing specific subject based mentoring based on their needs/request.	# Businesses Expanded	3		
		# Businesses Purchased	0		
		# Dollar Value of Investment leveraged	40000		
	Micro-financing - \$2K to \$5K grants to be disbursed upon successful completion of program requirements.	# Micro-Financing Issued	13		
	Maintain follow up schedule to monitor ongoing business progress of grant recipients.	# Jobs Created	13		

Definitions

Key Activities: the actions that will be undertaken to implement the component during the project

Performance Metrics: how actions will be evaluated in accordance with the Project description and guidelines

SCHEDULE "D"

BUDGET

Recipient Name: The Corporation of the City of Kawartha Lakes

FUNDING YEAR	2019/2020 Budget In Cash	2020/2021 Budget In Cash	2021/2022 Budget In Cash	TOTAL
SBEC PROGRAM INITIATIVES EXPENSES				
<u>SBEC Program Delivery (A)</u>				
SBEC Program Delivery for SBEC Core Initiative (Salary & MERCS, consultations, workshops, outreach, events, marketing/advertising, and travel)	\$107,895.00	\$98,562.00	\$93,562.00	
SBEC Program Delivery for Starter Company Plus Initiative (mentoring, grant committee, workshops, outreach, events, marketing/advertising, and travel)	\$22,000.00	\$22,000.00	\$22,000.00	
SBEC Program Delivery for Summer Company Initiative (training, mentoring, workshops, outreach, events, marketing/advertising, and travel)	\$14,000.00	\$14,000.00	\$14,000.00	
Subtotal (A)	\$143,895.00	\$134,562.00	\$129,562.00	\$408,019.00
<u>Administration (B)</u> (Max. 10% of total Expenses per Funding Year)				
SBEC Program Administration (Courier, Phone, Office supplies, Rent, and Audit at the end of the term)			\$5,000.00	
Subtotal (B)	\$0.00	\$0.00	\$5,000.00	\$5,000.00
Subtotal Expenses (A+B)	\$143,895.00	\$134,562.00	\$134,562.00	\$413,019.00
<u>Micro Financing for Approved Participants</u>				
Summer Company Initiative (6 microgrants) (C)	\$18,000.00	\$18,000.00	\$18,000.00	
Starter Company Plus Initiative (11 microgrants) (D)	\$55,000.00	\$55,000.00	\$55,000.00	
Subtotal Expenses (C+D)	\$73,000.00	\$73,000.00	\$73,000.00	\$219,000.00
TOTAL EXPENSES (A+B+C+D)	\$216,895.00	\$207,562.00	\$207,562.00	\$632,019.00
REVENUES				
<u>Cash Contribution</u>				
Cash Contributions from Municipality and Other Sources - Only consider cash contribution that can be audited (E)	\$7,572.00	\$7,572.00	\$7,572.00	\$22,716.00
<u>Funds from the Province</u>				
Maximum Funds per Funding Year from the Province (F)	\$209,323.00	\$199,990.00	\$199,990.00	\$609,303.00
TOTAL REVENUES (E+F)	\$216,895.00	\$207,562.00	\$207,562.00	\$632,019.00

Note: The Recipient shall not make any changes to the Budget, except for certain changes that may be made in accordance with Section A 4.4 of the Agreement.

See Schedule "I" for Eligible Expenditures for more details.

SCHEDULE “E”

SBEC PROGRAM GUIDELINES

SBEC Program Guidelines can be downloaded at
<https://www.ontariocanada.com/ecr/controller/ReportHelp>

SCHEDULE "F"

PAYMENT SCHEDULE

FUNDS PER FUNDING YEAR: \$199,990 (plus top up of \$9,333. in year one only) Maximum Funds: \$609,303		TERM: 3 Years
PAYMENT DATE OR MILESTONE	AMOUNT OF FUNDS	TOTAL DISBURSEMENT
Payment 1: Upon both parties signing the Agreement and receipt and approval by the Province of the insurance certificate required under Schedule "A", Article 10.	Up to \$119,994 (up to 60% of Funds per Funding Year) plus \$9,333 top up funding	\$129,327
Payment 2: Upon receipt and approval by the Province of the Quarterly Reports, Summer Company Initiative success stories and Interim Report pursuant to Schedule "G" on or before November 15, 2019.	Up to \$79,996 (up to 40% of Funds per Funding Year) Less 10% of Funds per Funding Year for holdback	\$59,997
Payment 3: Upon receipt and approval by the Province of the Fiscal Year-End Report for the first Funding Year pursuant to Schedule "G" on or before April 15, 2020.	Up to \$119,994 (up to 60% of Funds per Funding Year)	\$119,994

<p>Payment 4:</p> <p>Upon receipt and approval by the Province of the Quarterly Reports, Summer Company Initiative success stores and Interim Report pursuant to Schedule "G" on or before November 15, 2020.</p>	<p>Up to \$79,996 (up to 40% of Funds per Funding Year)</p> <p>Less 10% of Funds per Funding Year for holdback</p>	<p>\$59,997</p>
<p>Payment 5:</p> <p>Upon receipt and approval by the Province of the Fiscal Year-End Report for the second Funding Year pursuant to Schedule "G" on or before April 15, 2021.</p>	<p>Up to \$119,994 (up to 60% of Funds per Funding Year)</p>	<p>\$119,994</p>
<p>Payment 6:</p> <p>Upon receipt and approval by the Province of the Quarterly Reports, Summer Company Initiative success stores and Interim Report pursuant to Schedule "G" on or before November 15, 2021.</p>	<p>Up to \$79,996. (up to 40% of Funds per Funding Year)</p> <p>Less 10% of Funds per Funding Year for holdback</p>	<p>\$59,997</p>
<p>Payment 7:</p> <p>Upon receipt and approval by the Province of the Final Report and Audit Report on or before May 31, 2022 pursuant to Schedule "G".</p>	<p>Release of holdback:</p> <p>(10% of Funds per Funding Year from holdback)</p>	<p>\$59,997</p>

SCHEDULE “G”

REPORTS

Name of Report	Due Date
1. Summer Company Initiative SCREEN Input Report	To be made available at all times during the term of the Agreement; and to be submitted on or before November 15 of each Funding Year
2. Proof of Insurance Report: <ul style="list-style-type: none"> • Proof of Insurance Certificate for each Funding Year 	On or before February 15 of each Funding Year
3. Quarterly Report: <ul style="list-style-type: none"> • Enterprise Centre Reporting (ECR) on performance metrics/outcomes for SBEC Core Initiative and Starter Company Plus Initiative 	On or before 10 Business Days after the end of each quarter for each Funding Year: <ul style="list-style-type: none"> • Quarter #1: April 1 – June 30 • Quarter #2: July 1 – September 30 • Quarter #3: October 1 to December 31 • Quarter #4: January 1 to March 31
4. Summer Company Initiative success stories <ul style="list-style-type: none"> • Including the Summer Company Initiative: Release and Consent Form Assignment of Copyright and Waiver of Moral Rights Form attached as Schedule “O” 	August 31 of each Funding Year
5. Interim Report: <ul style="list-style-type: none"> • Updated SBEC Program plan and outcomes chart and budget as of September 30 of each Funding Year • Request for Payment and Certificate (including the Activities and Outcomes Report and the Budget Report) attached as of September 30 of each Funding Year per Schedule “H” to be signed by a senior officer • <i>French Language Services Act</i> (Ontario) Checklist attached as Schedule “M” to be signed by a senior officer. 	By November 15 of each Funding Year

6. Fiscal Year-End Report <ul style="list-style-type: none"> Updated SBEC Program plan and outcomes chart and budget as of March 31 of each Funding Year, <u>except</u> the last Funding Year Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” as of March 31 of each Funding Year, except the last Funding Year to be signed by a senior officer 	By April 15 of each Funding Year, <u>except</u> the last Funding Year
7. Final Report: <ul style="list-style-type: none"> Updated SBEC Program plan and outcomes chart and budget as of March 31, 2022 Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” as of March 31, 2022 To be signed by a senior officer 	By May 31, 2022
8. Audit Report <ul style="list-style-type: none"> Attached as Schedule “L”. To be prepared and signed by a chartered accountant. 	By May 31, 2022
9. Starter Company Plus Initiative and Summer Company Initiative post-progress reporting	May 31, 2022
10. Other reports or information requests	On a date or dates specified by the Province

REPORT DETAILS

1. Summer Company Initiative SCREEN Input Report

The Recipient shall complete and deliver by November 15th of each Funding Year the following table for the SCREEN Input Report:

SCREEN Input Report	Current Year
Number of Application Inquiries	

Number of Submissions	
Number of Approved Participants	
Number of Withdrawals <i>(Approved Participant withdrew after approval by the Recipient).</i>	
Number of Defaults <i>(Approved Participant did not complete his/her Summer Company Initiative business in accordance with the Summer Company Guidelines and his/her Summer Company Initiative Micro-Financing Agreement).</i>	

2. Proof of Insurance Report

Proof of Insurance Certificate to be supplied by the Recipient in accordance with Schedule “A”, Article A10.0.

3. Quarterly Report

The Recipient shall report back to the Province quarterly in the Enterprise Centre Reporting (ECR) system as of the Effective Date through to and including the Expiry Date for SBEC Core Initiative and Starter Company Plus Initiative on key performance metrics set out in Schedule “C”, Section G.

4. Summer Company Initiative Success Stories

All Summer Company Initiative success stories shall be submitted electronically to summer.company@ontario.ca unless otherwise directed by the Province.

The Recipient shall submit success stories equaling to at least 10% of the total number of the Summer Company Initiative Approved Participants.

The success stories shall include a description of the Approved Participants business and experience with the Summer Company Initiative; and photos. The stories shall be a minimum 100 words each. Photos will meet the below requirements:

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

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

The Recipient will ensure that for each success story submission (comprised of (i) the story describing the student's Summer Company Initiative participation; and (ii) photograph(s) of the student participant), the following completed and signed forms (all of which are accessible through SCREEN and attached as Schedule "O") shall accompany each submission and will be provided to the Province:

- Release and Consent Form signed by the Approved Participant (if the Approved Participant is a minor then signed by his or her guardian);
- Assignment of Copyright (Part 1 of 2): two copies completed, and duly signed and witnessed by the (i) storyteller; and (ii) the photographer (which may be the same or different persons as applicable including the student him or herself); and
- Waiver of Moral Rights (Part 2 of 2): two copies completed, and duly signed and witnessed by the (i) storyteller; and (ii) the photographer (which may be the same or different persons as applicable including the student him or herself).

5. Interim Report

The Interim Report will be in a template to be provided by the Province, but must include:

- Updated SBEC Program plan and outcomes chart and budget.
 - Actual expenditures spent as compared to the Budget as of September 30 of each Funding Year. Any actual or anticipated variances in the Budget that comply with Schedule "A", Section A4.4 of the Agreement must be identified and reported on.
- Request for Payment and Certificate (including the Activities and Outcomes Report and the Budget Report) attached as Schedule "H" to be signed by a senior officer.

- For any acquisition valued at \$25, 000 or more in accordance with Schedule “A”, Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).
- French Language Services Act (Ontario) Checklist attached as Schedule “M” to be signed by a senior officer.

6. Fiscal Year-End Report

The Fiscal Year-End Report will be in a template to be provided by the Province, but must include:

- Updated SBEC Program plan and outcomes chart and budget.
 - Actual expenditures spent as compared to the Budget as of March 31 of each Funding Year, except the last Funding Year. Any actual variances in the Budget that comply with Schedule “A”, Section A4.4 of the Agreement must be identified and reported on.
- Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” to be signed by a senior officer.
- For any acquisition valued at \$25, 000 or more in accordance with Schedule “A”, Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).

7. Final Report

The Final Report will be in a template to be provided by the Province, but must include:

- Updated SBEC Program plan and outcomes chart and budget.
 - Actual expenditures spent as compared to the Budget as of March 31, 2022. Any actual variances in the Budget that comply with Schedule “A”, Section A4.4 of the Agreement must be identified and reported on.
- Request for Payment and Certificate (including the Activities and Outcomes Report, the Budget Report, and the SBEC Program Narrative Report) attached as Schedule “H” to be signed by a senior officer.
- For any acquisition valued at \$25, 000 or more in accordance with Schedule “A”, Section A5.1 submit full documentation of the competitive process used for any sub-contract for goods or services (excluding industry experts and employers that the Recipient partners with to deliver the SBEC Program).

8. Auditor’s Certificate

The Recipient will provide the Province with an Auditor's certificate in the form of Schedule "L".

- To be prepared and signed by a chartered accountant.

9. Starter Company Plus Initiative and Summer Company Initiative post-progress reporting

Pursuant to Schedule "A", Section A4.3(i)(ii) and in accordance with the Micro-Financing Agreement, the Recipient shall provide the stipulated post-SBEC Program reporting.

10. Other reports or information requests

The Province will specify the timing and content of any other reports that the Recipient may be required to submit, to the satisfaction of the Province.

SCHEDULE “H”

REQUEST FOR PAYMENT AND CERTIFICATE

TO: The Ministry of Economic Development, Job Creation, and Trade

FROM: Recipient to fill out.

RE: Request for Funds for the Period Ending: _____

1. REQUEST FOR FUNDS		
A. Amount requested:		
	SBEC Program Delivery (A) and Administration (B) requested:	\$
	Micro-Financing for Approved Participants requested for Summer Company Initiative (C):	\$
	Micro-Financing for Approved Participants requested for Starter Company Plus Initiative (D):	\$
	Total Requested (A+B+C+D):	\$
B. Actual interest* earned on all Funds this Funding Year to date:		\$
<i>*interest will be deducted at the end of each Funding Year</i>		
2. ACTIVITIES AND OUTCOMES REPORT		
a. Quarterly Reporting on performance metrics/outcomes have been reported on Enterprise Centre Reporting (ECR):		
	Yes	No
b. Progress against planned key activities and performance metrics is on track (SBEC Program plan and outcomes chart):		
	Yes	No
If no, explain delays and/or deficits and actions that will be taken to address them:		
c. Please describe the main activities & outcomes		
(Max. 1000 words).		

2. BUDGET REPORT		
Budget allocation for this Funding Year has been expended as planned:		
	Yes	No
If no, provide rationale for Budget variances that are not in accordance with Schedule "A", Section A4.4 and actions that will be taken to address them:		
3. SBEC PROGRAM NARRATIVE REPORT (to be reported for the Final Report ONLY)		
Briefly describe key outcomes, successes to date such as media attention, regional connections established, SBEC Program improvements, etc. (Max 1000 words).		

I, <Enter (name), (title) of senior officer> of the Recipient, on behalf of the Recipient, hereby certify that:

1. To the best of my knowledge, information and belief, and after making all appropriate examinations and enquiries, the Recipient is in compliance with the terms and conditions of the Agreement and that no material changes have been made to the SBEC Program or Budget, as such terms are defined in the Agreement;
2. On and as of the date hereof, the unspent balance of Funds for the period ending <enter day/month/year > is \$●.
3. On and as of the date hereof, the revenues and expenditures for the period ending <Enter day/month/year > are accurately reported and that all Funds were spent in accordance with the terms of the Agreement;
4. On and as of the date hereof, the amount requested herein as an advance in Funds will be incurred on behalf of the Recipient solely for Eligible Expenditures per Schedule "I"; and

5. On and as of the date hereof, the attached Reports, namely (Activities and Outcome Report, [and] Budget Report [and SBEC Program Narrative Report [include for Final Report only]]) are true and accurate.

IN WITNESS WHEREOF the undersigned has hereunto signed these presents
this ● day of ●, 20●●.

Per: _____

Name:

TITLE OF SENIOR OFFICER:

SCHEDULE “I”

ELIGIBLE EXPENDITURES

Eligible and Ineligible Expenditures

Eligible Expenditures must be directly related to the delivery of the SBEC Program and Budget and not of a nature which would have been incurred by the Recipient in the normal course of business. Documentation for all expenditures must be kept on file for audit purposes. The Province reserves the right to make a determination on the eligibility of expenditures submitted for reimbursement. In the event of any interpretation issues regarding the eligibility, valuation or other matter regarding expenditures, the decision of the Province shall be final and determinative. Expenses not described in the categories set out in this document require prior written approval of the Province in order to be considered Eligible Expenditures.

Eligible Expenditures

Eligible Expenditures include, but are not limited to:

- SBEC Program administration and overhead (not to exceed 10% of amount budgeted for the SBEC Program expenses as described in the Budget) pursuant to Schedule “A”, Section A4.4(c)(i).
- Travel costs to attend business meetings within Ontario related to the administration of the Agreement or to attend meetings that the Province convenes or supports, all of which shall be subject to the Recipient’s guidelines on travel, meal and hospitality expenses provided that such guidelines are no less stringent than the Province’s *Travel, Meal and Hospitality Expenses Directive* a summary of which is attached in Schedule “J”.
- Professional fees, including legal and audit fees: a) directly related to and required for the management of the SBEC Program or b) to conduct the activities and services relating to the SBEC Program as described in the Budget. Costs are not to exceed demonstrated fair market value.
- Costs related to work performed by companies or individuals that contribute to the delivery of the SBEC Program. Consulting or other services directly related to the delivery of the SBEC Program must be costed at demonstrated fair market value or less.
- Telecommunication fees including connectivity charges directly related to and required for the management of the SBEC Program.
- Staff training costs directly related to delivery of the SBEC Program.
- Development, marketing and delivery expenditures.
- Training delivery directly related to the development and delivery of the SBEC Program, all of which shall be subject to the Recipient’s guidelines on travel, meal and hospitality

expenses provided that such guidelines are no less stringent than the Province's *Travel, Meal and Hospitality Expenses Directive*.

- 'Salary and MERCs' which are pro-rated to the time spent directly on the delivery of the activities and services relating to the SBEC Program as described in the Budget.
- Travel costs to meet with potential partners or stakeholders within Ontario required in the development of the SBEC Program and in connection with activities and services relating to the SBEC Program as described in the Budget.
- Marketing materials and related communication costs if directly related to the activities and services relating to the SBEC Program as described in the Budget.
- Information and marketing session costs required to deliver the SBEC Program. Facility and equipment rental fees and utilities used to support the delivery of the SBEC Program, and not of a nature which the proponent would incur in the normal course of business, and which are demonstrably incremental to the delivery of the SBEC Program.

Ineligible Costs

The Funds cannot be used towards the following costs:

- Costs related to referral fees for consultants.
- Costs related to professional consultations by law firms or lawyers and accounting firms or accountants.
- Costs related to the development of the application for funding under this Agreement.
- Costs not directly associated with the delivery of the SBEC Program or directly required to meet the deliverables of the SBEC Program.
- Administrative salaries, except for SBEC Program management costs covered under SBEC Program administration and SBEC Program delivery.
- Out-of-province travel costs.
- Capital expenses, including but not limited to, land, buildings, leasehold improvements.
- Costs related to activities not related to the SBEC Program.
- Annual membership fees to associations.
- Stipends for Approved Participants.
- Costs incurred prior to the Effective Date or after the Expiry Date.
- Expenses or fees payable to organizations located outside of Ontario.
- Debt reduction charges.
- Bonuses.

SCHEDULE “J”

SUMMARY OF THE TRAVEL, MEAL AND HOSPITALITY EXPENSES DIRECTIVE

TRAVEL – ALL EXPENSES MUST BE DIRECTLY RELATED TO THE SBEC PROGRAM

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

- Economy (coach) class is the standard option for ticket purchase
- Please purchase your ticket as early as possible to access the most reasonable fares
- Prior Province approval must be obtained

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

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

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

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

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

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

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

- A basic, economical hotel room is the standard option
- Booking hotel suites or larger/more deluxe rooms should not be permitted
- When a block of hotel rooms is made available for an event, conference etc. at a reduced rate, rooms at higher rates should not be covered

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

Meal Rates in Canada Including Taxes and gratuities

- \$10.00 Breakfast
- \$12.50 Lunch
- \$22.50 Dinner

Please Note:

- When a meal is provided as part of a conference or other event, the costs of an alternative meal other than the conference or event meal should not be covered.
- Recommended gratuities are 10%–15% on a restaurant meal.
- No alcohol costs can be claimed and should not be covered as part of meal or travel costs.
- Reimbursement should be for restaurant/prepared food only. Groceries should not be covered.
- Room service meals while staying at a hotel should not be covered.

Submitting Claims and Records

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

- Claimants should submit original, itemized receipts with all claims (credit card slips are not sufficient).
- All claims should be supported by original itemized receipts. “Original itemized receipts” refers to a receipt that lists the items purchased and the individual prices for each item on the receipt.
- To consult with the Province’s Travel, Meal and Hospitality Expenses Directive, dated January 1, 2017 as may be amended from time to time (“Travel Directive”) please see: <https://www.ontario.ca/document/travel-meal-and-hospitality-expenses-directive>

IN THE EVENT OF ANY INCONSISTENCIES IN THE ABOVE SUMMARY AS COMPARED TO THE CURRENT VERSION, THE TRAVEL DIRECTIVE SHALL PREVAIL.

SCHEDULE “K”

COMMUNICATIONS AND CONFIDENTIALITY PROTOCOL FOR ALL INITIATIVES UNDER SBEC PROGRAM

1. The Recipient shall provide to the Province, prior to public release, an electronic copy of all reports, announcements, brochures, audiovisual materials, internet materials, advertising and publicity, including design or other public communication or publication.
2. The Recipient shall advise the Province’s staff (to be designated by the Province) of any upcoming (positive or negative) announcements or advertising campaigns related to the Recipient’s activities as described in the SBEC Program and Budget (e.g. news release, news conference, awards, bankruptcies, etc.) and, at the Province’s option, provide the Province with the opportunity to participate or be present at these announcements. The Recipient will provide the Province with a minimum of ten (10) Business Days prior written notice of such announcements or advertising campaigns.
 - (a) The Recipient will not make any public announcement related to the Recipient’s SBEC Program related activities or services without the prior approval of the Province.
 - (b) The Recipient will respond to requests by the Province for information about any public announcement as soon as possible and in any event will provide an initial response within twenty-four (24) hours.
 - (c) The Recipient will comply with any direction of the Province in respect of the Recipient’s use of any official logos of the Province on any of the Recipient’s websites, as well as promotional material and instructions for accessing the SBEC Program.
 - (d) The Recipient will prominently display information about the SBEC Program on any of its websites, as well as promotional material and instructions for accessing the SBEC Program.
 - (e) The Recipient will include information about the SBEC Program prominently displayed on its website, including promotional material and instructions for accessing the SBEC Program, with links to websites identified by the Province.

Confidentiality

- A. The Province is subject to the *Freedom of Information and Protection of Privacy Act* (Ontario) (the “Act”). The Act provides every person with a right of access to information in the custody or under the control of the Province, subject to a limited set of exemptions. Section 17 of the Act provides an exemption for third party information that reveals a trade secret or scientific, technical, commercial, financial or labour relations information that has been implicitly or explicitly supplied in confidence to Ontario, the

disclosure of which to a person other than a party to this Agreement could reasonably be expected to:

- (i) prejudice significantly the competitive position or interfere significantly with the contractual or other negotiations of the Recipient; or
 - (ii) result in undue loss to the Recipient.
- B. Any trade secret or any scientific, technical, commercial, financial or labour relations information submitted to the Province in confidence should be clearly marked.
- C. The Recipient is advised that the names and addresses of Clients and Approved Participants, and if applicable, any amount of Micro-Financing and the purpose for which the Micro-Financing is being granted is information to be made available to the Province upon request.

SCHEDULE “L”

AUDITOR’S CERTIFICATE

TO: **[Instructions: insert legal name and address of Recipient and contact person]**

CC: Ministry of Economic Development, Job Creation and Trade
Commercialization and Scale-up Networks Branch
2 Queen East, 3rd Floor
Toronto, Ontario, M5C 3G7

Attention: Manager

RE: **Agreement between Her Majesty the Queen in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (“Ontario”) and [Instructions: insert legal name of Recipient] (the “Recipient”) dated effective MONTH DAY, 20XX (the “Agreement”)**

Except as otherwise defined herein, all capitalized terms shall have the meanings given to them in the Agreement.

We have audited the accompanying Schedules (the “Schedules”) which comprise a summary of the financial and reporting provisions of the Agreement and other explanatory information, relating to the Auditor’s Certificate dated **[insert date]**. **[Recipient to fill out]** for the period **[*] to [*] [Recipient to fill out]**. The Schedules have been prepared by management of the Recipient based on the Final Report (Schedule “G”) provisions of the Agreement.

Management’s Responsibility for the Schedules

Management of the Recipient is responsible for the preparation of the Schedules in accordance with the Final Report requirements of the Agreement, and for such internal control as management of the Recipient determines is necessary to enable the preparation of the Schedules that is free from material misstatement, whether due to fraud or error.

Auditor’s Responsibility

Our responsibility is to express an opinion on the Schedules based on our audit. We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the Schedules are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the Schedules.

The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misinformation of the Schedules, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the management's preparation of the Schedules in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Recipient's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the Schedules.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the Schedules for the period ● to ● [Recipient to fill out] is prepared, in all material respects, in accordance with the Final Report provisions of the Agreement.

Basis of Accounting Restriction on Distribution and Use

Without modifying our opinion, we draw attention to the note to the Schedules, which describe the basis of accounting. The Schedules are prepared to assist the Recipient to comply with the financial and project reporting provisions of the Agreement. As a result, the Schedules may not be suitable for another purpose. Our report is intended solely for the Recipient and Ontario and should not be distributed to or used by parties other than the Recipient and Ontario.

DATED: _____

Signed

Chartered Accountant (Recipient to insert name of chartered accountant. To be dated and signed by Chartered Accountant)

SCHEDULE “M”

FRENCH LANGUAGE SERVICES ACT (ONTARIO) CHECKLIST

DATE: <enter day/month/year >

TO: Ministry of Economic Development, Job Creation and Trade (the “Province”)

FROM: <Enter legal name of Recipient> (the “Recipient”)

RE: Agreement between the Province and the Recipient dated MONTH DAY, 20XX
(the “Agreement”)

The *French Language Services Act* (Ontario) (the “FLSA”) checklist for the provision of services in French in areas designated under the FLSA was introduced to facilitate the accountability and the active offer of services in French by the Recipient.

DESIGNATED BILINGUAL AREA

YES NO

☐ ☐ Is the Recipient located in/serving a designated bilingual area (DBA)?

SIGNAGE

Requirements:

The signage must state that French Language Services (FLS) are available.

Recipient located in/serving DBAs is required to display two signs:

- 1. Reception desk (which can be the bilingual banner); and*
- 2. Front door (which can be a sticker).*

YES NO

☐ ☐ Does the Recipient have bilingual signage at the Reception Desk?

☐ ☐ Does the Recipient have bilingual signage at the Front Door?

- ☐ ☐ Does the Recipient have bilingual signage installed on the directory list / tabletop sign of the building?
- ☐ ☐ Does the Recipient have promotional posters in both English and French (including electronic message boards)?

Additional Comments:

RECEPTION

Requirement: Recipient located in/serving Designated Bilingual Areas must have a reception protocol or framework or any similar mechanism to ensure effective engagement / participation of the Francophone community, including greeting participants with a bilingual greeting, such as “Bonjour, may I help you?” and continue to provide services in the language selected once the client has responded to the greeting.

YES NO

- ☐ ☐ Does the Recipient offer choice of official languages to clients?
- ☐ ☐ Does the Recipient answer all calls in both English and French?
- ☐ ☐ Does the Recipient without centralized reception-train all staff to use a bilingual greeting? If a response is received in French, the staff should respond with “Un moment s.v.p.” while they call or find a bilingual clerk to assist the client.
- ☐ ☐ Does the Recipient have a back-up plan and resources to ensure continuity of services?

Additional Comments:

VOICEMAIL

Requirement: Recipient located in/serving DBAs must have bilingual voicemail.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient have bilingual voicemail? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the voicemail provide the name of a bilingual consultant? |

Additional Comments:

CONSULTATION

Requirement: Recipient located in/serving DBAs must have a consultation protocol or framework or any similar mechanism to ensure effective engagement / participation of the Francophone community.

YES NO

- | | | |
|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient offer access to bilingual consultations? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient provide access to bilingual consultations in-house? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient use the services of the Small Business Services? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient use the services of another bilingual delivery partner? |
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient use the services of a 3 rd party? |

Additional Comments:

WEBSITE

Requirement: Recipient located in/serving DBAs must have a website that provides clear information about the availability of FLS, and how and where FLS can be obtained.

All information on the internet regarding services offered in French is considered information to the public and must be provided in English and French

YES NO

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Does the Recipient have a website that clearly indicate information about FLS services availability and how to access them? Are the descriptions of the services available in French? |
|--------------------------|--------------------------|---|

- ☐ ☐ Does the Recipient provide the name of a bilingual contact on the website?
- ☐ ☐ Is the information posted on the website of the Recipient regarding the SBEC Program provided in both English and French?

Additional Comments:

MATERIALS (FORMS/PAMPHLETS/PUBLICATIONS/BROCHURES)

Requirement: All material regarding services offered in French displayed and provided at service locations of the Recipient located in/serving DBAs must be bilingual or available in both English and French

YES NO

- ☐ ☐ Is the material regarding services offered in French is available in both English and French?

Additional Comments:

OTHER

Requirement: Recipient located in/serving DBAs must have a FLS framework or any similar mechanism to ensure quality services in French .

YES NO

- ☐ ☐ Does the Recipient answer all French correspondence (letters and emails) received in French in French?
- ☐ ☐ Does the Recipient use the services of professional translators to ensure quality translations

- ☐ ☐ Does the Recipient provide services at the advanced or superior level of French proficiency?
- ☐ ☐ Does the Recipient ensure that staff and management receive training/orientation on FLS legislation and requirements?

Additional Comments:

I, <Enter (name), (title) of senior officer> of the Recipient, on behalf of the Recipient, hereby certify that, on an as of the date hereof, the information set out in this Schedule is accurate and true.

IN WITNESS WHEREOF the undersigned has hereunto signed these presents
this ● day of ●, 20●●.

Per: _____

Name:

TITLE OF SENIOR OFFICER:

SCHEDULE “N”

SUMMER COMPANY INITIATIVE: INFORMATION MANAGEMENT AND PRIVACY PROVISIONS

1.0 Definitions

- 1.1 For the purposes of this Schedule, capitalized terms not defined below shall have the meanings ascribed to them in the Agreement:
- (a) “**Copies**” means duplication, in any medium, of data contained in or derived from SCREEN;
 - (b) “**Guarantor**” means the parent or legal guardian of a Summer Company Initiative Approved Participant who is a minor and matched with the Recipient for the purposes of participating in the Summer Company Initiative;
 - (c) “**Participant**” means a Youth applicant or a Summer Company Initiative Approved Participant as the case may be;
 - (d) “**FIPPA**” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended;
 - (e) “**Personal Information**” has the same definition as in subsection 2(1) of FIPPA;
 - (g) “**Summer Company Cycle**” means the period of time beginning with the submission of a Participant’s application and during which the Participant’s business is operational as part of the Summer Company Initiative;
 - (h) “**Summer Company-related information**” means information, recorded on any medium that is collected, created or used by either the Province or the Recipient in support of the Summer Company Initiative. Summer Company-related information includes, but is not limited to reports, studies, promotional and marketing materials.
 - (i) “**SCREEN**” means the Summer Company Initiative registration, eligibility and evaluation network web-based system that allows Participants to submit applications and participate in the Summer Company Initiative, and that allows the Recipient to administer and manage the Summer Company Initiative online.

2.0 Disclosure of Personal Information contained in SCREEN to the Recipient

- 2.1 The Province will provide the Recipient with access to Personal Information of the Participant and the Guarantor as applicable contained in SCREEN when the Recipient requires this information to deliver the Summer Company Initiative.
- 2.2 In accessing the SCREEN database, the Recipient must comply with the Province's Acceptable Use Policy, attached as Exhibit "A".
- 2.3 The Province shall retain custody and control of the records and any Copies of the records contained in or derived from SCREEN.
- 2.4 The Province will only provide Personal Information to the Recipient to the extent this disclosure is authorized by the person who provided the information to the Province.

3.0 Personal Information the Recipient collects from a Participant

- 3.1 When the Recipient is required to collect Personal Information from a Participant (and Guarantor if applicable), the Recipient shall only collect as much Personal Information as is necessary to administer, promote and advertise the Summer Company Initiative and notify Participants about other programs of the Province.
- 3.2 The Recipient will collect Personal Information solely from the Participant or Guarantor to whom the information relates.
- 3.3 Without diminishing any other security obligations, if the Recipient is required to collect a Participant's or Guarantor's social insurance number and enter it into the SCREEN database, the Recipient will destroy all records of the number in such a manner that the number cannot be subsequently reconstructed or retrieved except through SCREEN, as directed by the Province.
- 3.4 The Recipient will use, copy and disclose Personal Information solely as is necessary to administer, promote and advertise the Summer Company Initiative, or notify Participants about other programs of the Province.
- 3.5 The Recipient will collect Personal Information in accordance with and otherwise comply with the Province's Privacy Policy, attached as Exhibit "B".
- 3.6 The Recipient shall ensure that all Participants that provide the Recipient with Personal Information that is entered into SCREEN have authorized the Province to use this Personal Information for the purpose of administering, promoting and advertising the Summer Company Initiative and have notified Participants about other programs of the Province, subject to the Province's Privacy Policy (Exhibit "B" below).

- 3.7 The Recipient shall notify Participants that they will be able to opt-out of receiving future promotional communications from the Province.

4.0 Disposal and Retention of Personal Information

- 4.1 Where the Province has copies of the Personal Information in the Recipient's possession, upon completion of the Summer Company Cycle, the Recipient shall destroy all copies of Personal Information in its possession in such a manner that the information cannot be subsequently reconstructed or retrieved and shall comply with any additional destruction requirements provided by the Province.
- 4.2 Upon completion of the Summer Company Cycle, the Recipient shall retain all Summer Company-related information in its possession for a period to be determined by the Province.

5.0 Access and Security

- 5.1 The Recipient will limit access to Personal Information to those individuals who have a need to know such information.
- 5.2 The Recipient shall:
- (a) Secure and protect all Personal Information and Summer Company-related information in its possession from unauthorized access, disclosure or destruction.
 - (b) Ensure that all non-electronic Personal Information and Summer Company-related information in its possession is:
 - (i) stored in locked cabinets;
 - (ii) maintained in a secure, supervised location; and
 - (iii) accessed only by individuals who have authorization to do so.
 - (c) Ensure that all electronic Personal Information and Summer Company-related information in its possession is stored on computers to which:
 - (i) the public does not have access; and
 - (ii) access is restricted by user ID and password.
- 5.3 The Recipient agrees to implement any other specific security measures that are specified by the Province and that in the reasonable opinion of the Province would improve the adequacy and effectiveness of any measures used to ensure the security and integrity of Personal Information and Summer Company-related information generally.

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

Attention: Manager, Relationships and Contract Management
Ministry of Economic Development, Job Creation and Trade
2 Queen Street East, 3rd Floor
Toronto, ON M5C 3G7
Telephone: 416-817-4032
E-mail: summer.company@ontario.ca

6.0 Audit

- 6.1 The Province reserves the right to audit the Summer Company Initiative activities of Recipients in order to assess and verify compliance with the terms and conditions set out in this Schedule and its compliance with the Province's Privacy Policy and Acceptable Use Policy.
- 6.2 The Recipient shall, upon the written request of the Province, permit the Province to conduct an audit of its facilities and information management practices.

7.0 Requests, Questions and Complaints

- 7.1 The Province shall manage all requests related to Personal Information and its privacy policy through the Ministry of Economic Development, Job Creation and Trade's FIPPA Coordinator.
- 7.2 The Recipient shall co-operate with the Province in resolving any privacy complaints or requests for access to information.

EXHIBIT “A” TO SCHEDULE “N”

ACCEPTABLE USE POLICY

1. PURPOSE AND DEFINITIONS

The purpose of the Acceptable Use Policy (“Policy”) is to provide a set of principles and practices governing all users of the Province’s “SCREEN” web-based Back Office. This policy is subject to change from time to time without notice at the sole discretion of the Province.

This Policy is intended to prevent:

1. Unauthorised collection, use and disclosure of Personal Information;
2. The misuse of SCREEN and of any computer resources used to access SCREEN;
3. Exposure to risks, such as virus and hacker attacks, compromise of network systems and any security Breach.

For the purposes of this Policy, capitalized terms not defined below or elsewhere in this Schedule, shall have the meanings ascribed to them in the Agreement:

“**Back Office**” means the SCREEN application interface used to manage and administer the Summer Company Initiative.

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

“**End User**” means any user with either a “Head Office” or “Officer” account that permits access to the SCREEN Back Office. “Officer” accounts are to Summer Company Providers by the Province.

“**Front Office**” means the SCREEN application interface used by students to submit an application to and participate in the Summer Company Initiative.

“**Summer Company Provider**” means the entities who deliver the Summer Company Initiative including the Recipient.

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

2. SCOPE

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

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

3. GENERAL USE

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

4. SECURITY AND PROPRIETARY INFORMATION

- (a) The Back Office interface of the SCREEN system is confidential, to be used solely by Province staff and Summer Company Providers with "Head Office" and "Officer" accounts.
- (b) Access to and use of SCREEN shall be limited solely to the administration of the Summer Company Initiative.
- (c) Personal Information contained in SCREEN shall be used and disclosed only in accordance with the notification provided by the individual to whom the Personal Information relates, or in accordance with any other authorization provided by the individual. All notices of collection for the Summer Company Initiative shall state that Personal Information is collected for the purposes of administering, advertising and promoting the Summer Company Initiative and contacting Participants about other programs of the Province.
- (d) All End Users are responsible for the security of their SCREEN passwords and accounts, and for ensuring that their accounts are never shared.
- (e) All End Users are responsible for ensuring that the computers that they use to access the SCREEN Back Office are inaccessible to the public and are either locked, logged off or shut down when unattended.
- (f) All End Users must adhere to the following SCREEN password rules:
 - (i) A password must have a minimum length of 8 characters.
 - (ii) A password must consist of one or more numbers, one or more upper or lower case letters, and one punctuation character (e.g. "!").
 - (iii) Passwords must be changed following each Summer Company Initiative launch date.
- (g) Summer Company Providers must ensure that security safeguards, such as anti-virus and anti-spyware software, are installed and kept current on the computers that they use to access SCREEN.
- (h) All End Users are responsible for reporting immediately any known or suspected security or privacy breach, loss and theft of computerized devices and Personal Information stored on those devices to the following individual:

Attention: Manager, Relationship and Contract Management,
Commercialization and Scale-up Networks Branch
Ministry of Economic Development, Job Creation and Trade
2 Queen East, 3rd Floor
Toronto, Ontario, M7A 1N3
E-mail: summer.company@ontario.ca

5. UNACCEPTABLE USE

The following activities are **strictly prohibited**:

- (a) Engaging in illegal activities while using the Province resources.
- (b) Engaging in a personal business while using the Province resources.
- (c) Unauthorised copying, use, or disclosure of Summer Company Initiative data in any medium.
- (d) Revealing any technology, such as SCREEN programming code and technical information, without prior approval by the Province (senior management approval).
- (e) Introducing malicious programs, such as viruses, trojans, or malware, into the network or SCREEN.
- (f) Revealing an account password to others or allowing others to use that account.
- (g) Permitting unauthorised access to computers that are used to access the SCREEN Back Office.
- (h) Using the Province's computer resources to engage in acts of harassment.
- (i) Using any Province account to commit fraud.
- (j) Effecting or failing to report a known or suspected security Breach.
- (k) Effecting a disruption of the network, including, but not limited to, network sniffing, packet spoofing and denial of service attacks.

6. POLICY COMPLIANCE

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

EXHIBIT “B” TO SCHEDULE “N”

PRIVACY POLICY

PROTECTING PERSONAL INFORMATION

The Province has adopted the following Privacy Policy (the “Policy”) and practices for the collection, use and disclosure of personal information that is contained in applications submitted through the Summer Company Initiative, or otherwise relates to the Summer Company Initiative. The purpose of this Policy is to explain how the Province safeguards the personal information provided in connection with the Summer Company Initiative. The Province is also subject to the [Freedom of Information and Protection of Privacy Act, 1990](#) (“FIPPA”), which governs the collection, use, and disclosure of personal information by the Province.

This Policy applies to Summer Company Providers.

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

DEFINITIONS

For the purposes of this Policy, capitalized terms not defined below or elsewhere in this Schedule, shall have the meanings ascribed to them in the Agreement:

“**Summer Company Provider**” means the entities who deliver the Summer Company Initiative including the Recipient.

POLICY PRINCIPLES

1. *Accountability*

- (a) The Province is responsible for the protection of Personal Information under its custodianship and control, in accordance with FIPPA, Part III, Protection of Individual Privacy.
- (b) The Province administers its portion of the Summer Company Initiative in accordance with the legal authority of the Province under the *Ministry of Economic Development and Trade Act*.
- (c) The Province has designated the Freedom of Information Coordinator with the responsibility of ensuring its compliance with this Policy and all applicable privacy laws, and of answering all questions and requests regarding the collection, use and disclosure of Personal Information. See section 10 below.

- (d) All Province and Summer Company Provider employees shall limit access to Personal Information to those individuals who have a need to know such information to administer the Summer Company Initiative.
- (e) This Policy applies solely to information collected by the Province or Summer Company Providers in connection with the Summer Company Initiative.

2. *Identifying Purposes*

- (a) The Province and Summer Company Provider collect, use and disclose Personal Information as is necessary solely for the purposes of administering, promoting and advertising the Summer Company Initiative and contacting Participants about other initiatives of the Province.
- (b) The Province and Summer Company Provider identify the purposes for which Personal Information is collected at or before the time the information is collected.

3. *Consent*

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

4. Limiting Collection

- (a) The collection of Personal Information is limited to those purposes necessary for administering, promoting and advertising the Summer Company Initiative and contacting Participants.
- (b) The Province and Summer Company Provider collect personal information by fair and lawful means.

5. Limiting Use, Disclosure, and Retention

- (a) The Province and Summer Company Provider do not use or disclose Personal Information for purposes other than those for which it was collected, except with the express consent of the Participant or his/her Guarantor, or as required or permitted by law.
- (b) The Province retains Personal Information as long as necessary to fulfill the Summer Company Initiative's requirements, or as required by law.

6. Accuracy

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

7. Safeguards

The Province and Summer Company Provider protect Personal Information in their custody by the following safeguards:

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

8. Openness

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

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

9. Individual Access

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

10. Requests, Questions and Complaints

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

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

Freedom of Information Coordinator
Ministry of Economic Development, Job Creation and Trade
Corporate Services Division
18th Floor, 56 Wellesley St W
Toronto, ON M7A 2E7
Telephone: 416-325-8776
E-mail: alma.beard@ontario.ca

SCHEDULE "O"

SUMMER COMPANY INITIATIVE: RELEASE AND CONSENT FORM, ASSIGNMENT OF COPYRIGHT AND WAIVER OF MORAL RIGHTS FORM

**Ministry of Economic
Development,
Job Creation and Trade**

Office of the Deputy Minister

18th Floor
777 Bay Street
Toronto, ON M7A 1S5

Telephone: 416-326-3780

**Ministère du
Développement
économique,
de la Création d'emplois et
du Commerce**

Bureau de la sous-ministre

18e étage
777, rue Bay
Toronto, ON M7A 1S5

Téléphone : 416-326-3780



RELEASE AND CONSENT FORM

I _____, consent to the collection, use and disclosure of personal information in regards to my participation in the Summer Company Initiative including but not limited to financial and credit information. Personal information is collected under the authority of the *Ministry of Economic Development and Trade Act*, RSO. 1990 c. M. 27, as amended and will be used for the purposes of administering and advertising the Summer Company Initiative and contacting applicants about future initiatives. I consent to the disclosure of my personal information to Summer Company Initiative providers and other ministries for the purposes of administering, promoting and advertising the initiative and contacting student applicants. Questions about the collection of personal information can be directed to the Freedom of Information Co-ordinator, Ministry of Economic Development, Job Creation and Trade, Corporate Services Division, 18th Floor, 56 Wellesley St W, Toronto, ON M7A 2E7 (e-mail: alma.beard@ontario.ca).

Without limiting the generality of the foregoing, I allow the Ministry of Economic Development, Job Creation and Trade to use my personal information including my name, my image and/or a description of my summer job for the purposes of promoting the Summer Company Initiative, in media communications of any kind produced by or on behalf of the Ontario government. I understand and agree that media communications will include but not necessarily be limited to: the Ministry of Economic Development, Job Creation and Trade's website; social media such as Twitter, Facebook, LinkedIn, YouTube, etc.; newspaper/magazine articles; photos;

brochures; and advertisements. I waive any right to inspect or approve the finished media communications.

I agree to waive any and all rights that I may have to use the information and images referred to in this form and agree that any such information and images shall hereafter remain the exclusive property of the Ministry of Economic Development, Job Creation and Trade. Use of the information and images will be made without any acknowledgement or payment to me.

I release and agree to hold harmless the Ministry of Economic Development, Job Creation and Trade, its employees, representatives, agents and assigns, from all actions, claims and demands arising from the Ministry's use and disclosure of my image, my name and/or a description of my summer job in the production, reproduction or distribution of any of the media communications.

I have read this Release and Consent and the Notice of Collection under the *Freedom of Information and Protection of Privacy Act* before signing below, and I understand the contents.

Date

Name of student (please print)

Signature of Student

Address

The following is to be completed for Summer Company Initiative participants under 18 years of age.

I hereby certify that I am the parent or guardian of the above-named minor participant who is under the age of 18 years. For the consideration above, I consent that any images of the minor, recordings of the minor's voice, use of the minor's name and/or descriptions of the minor's participation in the Summer Company Initiative which have been or are about to be recorded by or on behalf of the Ministry, may be used and disclosed by it for the purposes and under the rights set out above, signed by the minor, with the same force and effect as if executed by me.

Date

Name of Parent or Guardian (please print)

Signature of Parent or Guardian

Address

**Ministry of Economic
Development,
Job Creation and Trade**

Office of the Deputy Minister

18th Floor
777 Bay Street
Toronto, ON M7A 1S5

Telephone: 416-326-3780

**Ministère du Développement
économique,
de la Création d'emplois et du
Commerce**

Bureau de la sous-ministre

18e étage
777, rue Bay
Toronto, ON M7A 1S5

Téléphone : 416-326-3780



Summer Company Initiative - Success Stories Submissions

Instructions for completing the Assignment of Copyright and Waiver of Moral Rights forms:

Each Success Story submission, which includes a story and photograph(s) of the Summer Company Initiative participant, will be accompanied by the attached Assignment of Copyright form and Waiver of Moral Rights form that has been completed and signed by the “storywriter” and “photographer” for each submission. The Summer Company Initiative participant him/herself or other person(s) may be the “storywriter” and/or “photographer”. The “storywriter” is the author of the story describing the student’s participation in the Summer Company Initiative. The “photographer” created the image(s) depicting the student’s participation in the Summer Company Initiative.

Prior to Success Story submission:

The “storywriter” will complete and duly sign, and have witnessed:

- (i) two original copies of the Assignment of Copyright form; and
- (ii) two original copies of the Waiver of Moral Rights form.

The “photographer” will do the same, even if the “storywriter” and “photographer” is the same person. Where the “storywriter” or “photographer” is a minor, the parent or guardian will also duly sign the two original copies of the Assignment of Copyright form and of the Waiver of Moral Rights form.

To accompany each Success Story submission:

The “storywriter” and “photographer” will each submit an Assignment of Copyright and Waiver of Moral Rights in respect of their “story” and “photograph(s)” respectively – for a total of four original forms to accompany each Success Story submission to the Recipient.

The “storywriter” and the “photographer” will each keep an original copy of the two forms.

(please sign two original copies of this form)

SUCCESS STORIES: STORYWRITER / PHOTOGRAPHER

ASSIGNMENT OF COPYRIGHT (Part 1 of 2)

THIS ASSIGNMENT made in duplicate as of *(insert date)* _____.

The undersigned agrees to assign and now does assign and transfer unto the Queen's Printer for Ontario all of the undersigned's right, title and interest in and to the copyright in Canada and internationally of the following original work(s):

- *For stories: list the story describing the student's participation in the Summer Company Initiative (include participant's name/summer job and name of storywriter if different from participant) in which copyright is being assigned; attach the text*
- *For images: list the photograph(s) featuring action shot of student or display of product with student and no third parties (include participant's name/summer job and name of photographer if different from participant) in which copyright is being assigned to the Crown; attach photocopy of each image*

for the remainder of the unexpired term of the copyright.

IN WITNESS WHEREOF THE UNDERSIGNED HAS EXECUTED THIS ASSIGNMENT.

Date

Signature of Assignor
(storywriter/photographer)

Date

Signature of Parent or Guardian
(if Assignor is a minor)

Date

Signature of Witness

[If the Assignor is a corporation, use the signature block below]

Name of corporation: _____

Authorized signature: _____

Name (please print): _____

Title: _____

Date: _____

I have authority to bind the corporation.

(please sign two original copies of this form)

SUCCESS STORIES: STORYWRITER / PHOTOGRAPHER

WAIVER OF MORAL RIGHTS (Part 2 of 2)

THIS WAIVER OF MORAL RIGHTS is made in duplicate.

I, _____, the author of the story describing the student's participation in the Summer Company Initiative / the photographer of the image(s) depicting the student's participation in the Summer Company Initiative (please underline author or photographer as applicable) described in an assignment of copyright dated _____, signed by me in favour of the Queen's Printer for Ontario ("the Crown"), expressly, irrevocably and without restriction, waive in favour of the Crown and all sublicensees and assignees all my Moral Rights with respect to all such stories / photographs.

In this Waiver of Moral Rights, "Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended or replaced from time to time and includes comparable rights in applicable jurisdictions.

IN WITNESS WHEREOF I have executed this Waiver of Moral Rights.

Date

Signature
(storywriter/photographer)

Date

Signature of Parent or Guardian
(if storywriter/photographer is a minor)

Date

Signature of Witness