

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

**THE AGREEMENT** is effective as of the 1st day of April, 2024

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

**HIS MAJESTY THE KING 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, Starter Company Plus and Summer Company programs.

**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”	Payment Schedule
Schedule “F”	Reports
Schedule “G”	Request for Payment and Certificate
Schedule “H”	Eligible Expenditures
Schedule “I”	Communications and Confidentiality Protocol

Schedule “J” Auditor’s Certificate

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 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) His Majesty The King in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the 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) (“**FIPPA**”) 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.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Clara Chan  
Title: Assistant Deputy Minister, Small Business and  
Program Delivery,  
Ministry of Economic Development, Job Creation and  
Trade

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Doug Elmslie  
Title: Mayor

I have authority to bind the Recipient.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name: Cathy Ritchie  
Title: City Clerk

I have authority to bind the Recipient.

## SCHEDULE "A"

### GENERAL TERMS AND CONDITIONS

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#### A1.0 INTERPRETATION AND DEFINITIONS

A1.1 **Interpretation.** For the purposes of interpretation:

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

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

**"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 in a business, professional or official capacity who has been approved by the Recipient as a participant, in either the Starter Company Plus program or in the Summer Company program.

**"Budget"** means the budget attached to the Agreement and more particularly described as the MEDJCT Program Funding Budget in section B of 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.

**"Business Plan"** means the business plan attached to the Agreement in Schedule "C" section C8.

**"Client"** means an entrepreneur in a business, professional or official capacity

who, or small business that, seeks the services of the Recipient under the SBEC Core program.

**“Clients and Approved Participants Data List”** has the meaning ascribed to it in Section C4 of Schedule “C”.

**“Effective Date”** means the date set out at the top of the Agreement.

**“Eligible Business”** means a Starter Company Plus Eligible Business or a Summer Company Eligible Business.

**“Eligible Expenditures”** means those expenditures, exclusive of HST, which are directly attributable to the SBEC Program as more particularly described in Schedule “H” 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.

**“Grantee”** means an Eligible Business that has received a Micro-Grant in either the Starter Company Plus program or the Summer Company program.

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

**“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-Grant”** means a grant of up to \$5000 of the Funds provided under the Starter Company Plus program or of up to \$3000 of the Funds provided under Summer Company program, as more particularly set out in Schedule “C”.

**“Micro-Grant Agreement”** means the Micro-Grant agreement entered into between the Recipient and any Approved Participant that the Recipient has

further approved for a Micro-Grant, the foregoing subject to and in accordance with the terms and conditions of this Agreement and 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 “F”.

**“Program Guidelines”** has the meaning ascribed to it in section A2.1(e).

**“Program Plan”** means the program plan attached to the Agreement in Schedule “C” section C8.

**“SC Eligible Business”** has the meaning given to it in Schedule “C”.

**“SCP Eligible Business”** has the meaning given to it in Schedule “C”.

**“SBEC Core”** means the program described in Schedule “C”, the Program Guidelines and the Program Plan.

**“SBEC Program”** means the program described in Schedule “C”, the Program Guidelines and the Program Plan that consists of SBEC Core, Starter Company Plus and Summer Company programs.

**“Starter Company Plus” or “SCP”** means the program described in Schedule “C”, the Program Guidelines and the Program Plan.

**“Summer Company” or “SC”** means the program described in Schedule “C”, the Program Guidelines and the Program Plan.

## **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 Schedule “C”; the Province’s program guidelines (the “**Program Guidelines**”), copies of which the Recipient acknowledges and agrees it has received from the Province; the Program Plan; and the Business Plan;
- (f) the Recipient shall provide all services to the public under the SBEC Program in accordance with the *French Language Services Act* (Ontario), including, but not limited to, providing signs, notices and other information on such services in French and making it known to members of the public that such services are available in French. The Recipient shall, among other things that the Province may require from time to time, ensure to the Province’s satisfaction 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 relating to the SBEC Program are posted as needed;
  - (vi) it has developed a protocol for providing Francophone clients with services in French; and
  - (vii) it shall submit the French Language Services Checklist described in Schedule “F”; and

- (g) It shall comply with the terms and requirements of Schedule "I" - Communications and Confidentiality Protocol.

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, subject to the terms and conditions of the Agreement:

- (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 "E"; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to Section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the SBEC Program;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province's assessment of the information the Recipient provides to the Province pursuant to Section A7.1;
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
  - (i) reduce the amount of Funds and, in consultation with the Recipient, change the SBEC Program; or
  - (ii) terminate the Agreement pursuant to Section A12.1;
- (e) 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; and
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Despite Section A4.3(c).** Despite Section A4.3(c), the Recipient may, within any one Funding Year, subject to Section A4.10 and provided that the Recipient complies with the conditions set out in Section A4.9:

- (a) transfer Funds from any single line within the expenses category 'SBEC Core' in the Budget to another single expense line within the expenses category 'SBEC Core' in the Budget, provided that the transfers do not result in a change to any line in the expenses category heading 'SBEC Core' in the Budget that is more than 10% higher than the original amount in the line in the Budget, and provided that at all times the following condition is met:
  - (i) Administration: The amount of the line item for 'Administrative Expenses' under the category heading 'SBEC Core' in the Budget, for the Funding Year within which the transfer is made, shall not exceed 10% of the total amount of Funds allocated to the 'SBEC Core' expense category in the Budget for that Funding Year;
- (b) provided the condition set out in subsection A4.4(a)(i) is complied with, transfer any amount of Funds from any single line within the expenses category heading 'SBEC Core' in the Budget to:
  - (i) the expenses category 'Starter Company Plus' in the Budget wherein 25% of the transferred amount shall be allocated to the line item 'SCP Project Delivery', and the remaining 75% shall be allocated towards the line item 'SCP Micro Grants';  
or
  - (ii) the expenses category 'Summer Company' in the Budget wherein 25% of the transferred amount shall be allocated to the line item 'SC Project Delivery', and the remaining 75% shall be allocated to the line item 'SC Micro Grants';

(c) provided that at no time shall the total amount of Funds allocated to the expense category 'Summer Company' in the Budget be less than \$3,000 and that the transfer shall not occur prior to August 31<sup>st</sup> of the Funding Year in which the transfer occurs, transfer Funds in one or both of the following ways:

- (i) transfer any amount of Funds from the line 'SC Project Delivery' under the expenses category 'Summer Company' in the Budget to the expenses category 'Starter Company Plus' in the Budget wherein 25% of the transferred amount shall be earmarked for the line 'SCP Project Delivery', and the remaining 75% shall be allocated towards the line 'SCP Micro Grants' under;
- (ii) transfer any amount of Funds from the line 'SC Micro-Grants' under the expenses category 'Summer Company' in the Budget to the expenses category 'Starter Company Plus' in the Budget wherein 25% of the transferred amount shall be earmarked for the line 'SCP Project Delivery', and the remaining 75% shall be allocated towards the line 'SCP Micro Grants' under.

For certainty, this Section A4.3 does not at any time permit the Recipient to transfer any Funds allocated to one Funding Year in the Budget to any other Funding Year in the Budget.

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 Province 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.

A4.8 **Updates to Program Guidelines.** The Recipient is responsible for obtaining updated versions, if any, of the Program Guidelines from the Province.

A4.9 **Conditions of Reallocation of Funds under Section A4.4.** The Recipient shall not be entitled to transfer any Funds within the Budget in accordance with Section A4.4 unless the following conditions are complied with:

- (a) the Recipient has given the Province prior written notice, in form and substance satisfactory to the Province, of the Recipient's intent to transfer the Funds, and has received the Province's written approval to proceed with the proposed transfer or transfers set out in such notice; and
- (b) there shall be no change to the total amount of Funds allocated to any one Funding Year in the Budget.

A4.10 **Budget Compliance Decisions of Province Final.** In the event of any ambiguity or interpretation issues regarding whether or not any transfer or combination of transfers of Funds by the Recipient resulting in a variance from the original Budget constitutes a permitted variance from the Budget, which variances may be permitted only if they comply with Section A4.4, the Province reserves the exclusive right to make a determination of whether or not such transfer or combination of transfers is permitted in accordance with Section A4.4. Such decision of the Province shall be final and determinative.

#### **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 "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in Section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the 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, His Majesty The King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty The King in right of Ontario.

## **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 His Majesty The King 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

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<b>Maximum Funds</b>	\$199,990
<b>Expiry Date</b>	March 31, 2025
<b>Amount for the purposes of Section A5.2 (Disposal) of Schedule "A"</b>	\$ 2,000
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<p><b>Position:</b> Eric Ciullo, (A) Manager, Program and Contract Management</p> <p><b>Address:</b> Ministry of Economic Development, Job Creation and Trade Small Business Branch Program and Contract Management Unit</p> <p>56 Wellesley St West, 4th floor Toronto, Ontario M7A 2E7</p> <p><b>Email:</b> <a href="mailto:eric.ciullo@ontario.ca">eric.ciullo@ontario.ca</a></p>
<b>Contact information for the purposes of Notice to the Recipient</b>	<p><b>Position:</b> Diane Steven, Manager,</p> <p><b>Address:</b> Kawartha Lakes Small Business &amp; Entrepreneurship Centre 180 Kent St West Lindsay, ON K9V 2Y6</p> <p><b>Email:</b> <a href="mailto:dsteven@kawarthalakes.ca">dsteven@kawarthalakes.ca</a></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**

**Position: Cathy Ritchie, City Clerk**

**Address:  
180 Kent St West  
Lindsay ON  
K9V 2Y6**

**Email: [critchie@kawarthalakes.ca](mailto:critchie@kawarthalakes.ca)**

## SCHEDULE "C"

### SBEC PROGRAM

The Recipient shall deliver SBEC programs including SBEC Core, Starter Company Plus and Summer Company, set out in further detail below.

The Recipient shall 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.

#### C1. SBEC PROGRAM OBJECTIVES

The objectives of the SBEC Core, Starter Company Plus and Summer Company programs are set out below:

SBEC PROGRAM	OBJECTIVES
<b>1. SBEC Core</b>	<ul style="list-style-type: none"><li>• This program shall 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.</li></ul>
<b>2. Starter Company Plus</b>	<ul style="list-style-type: none"><li>• The program shall provide training, mentoring and Micro-Grants of up to \$5,000 of the Funds to Approved Participants to start, expand or buy a small business.</li><li>• Address local and/or regional economic development needs, and where appropriate focus on special industries and sectors.</li></ul>
<b>3. Summer Company</b>	<ul style="list-style-type: none"><li>• The program shall provide training, mentoring and Micro-Grants of up to \$3,000 to youth entrepreneurs who wish to start a full-time business over the summer.</li><li>• Inspire more youth to choose entrepreneurship as a career option and equip them with tools to succeed.</li></ul>

#### C2. SBEC PROGRAM COMPONENTS

The Recipient shall deliver all SBEC Program components below.

SBEC PROGRAM	COMPONENTS
<p><b>1. SBEC Core</b></p>	<p><b>Triaging/Inquiries</b></p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> <li>• Respond to inquiries related to entrepreneurship and small business, and Recipient service offerings (initiatives, programs and services available).</li> <li>• Direct members of the public to appropriate Recipient services or refer to other entrepreneurship stakeholder services.</li> </ul> <p><b>Business Advisory/Coaching</b></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"> <li>• Initial one-on-one consultation, on a no fee basis to each Client.</li> <li>• 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, offsite, or through virtual delivery.</li> <li>• Mentorship and/or coaching services to Clients. Services may be delivered on a non-fee or fee basis.</li> <li>• Referrals for third party “professional” consultations (i.e. accountants, real estate).</li> </ul> <p><b>Business Skill Development</b></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"> <li>• Conduct and/or facilitate seminars and workshops that focus on entrepreneurship, small business and business development. Other than the initial consultation which shall</li> </ul>

	<p>be complementary, fees, if any, are to be determined by the Recipient.</p> <ul style="list-style-type: none"> <li>• Host and/or organize networking activities or events. These activities or events can be targeted to serve specific demographics (e.g., Francophone, women, Indigenous and youth entrepreneurs), to be determined by the Recipient.</li> </ul> <p><b>Resources</b></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"> <li>• Conduct outreach services to the community to promote the services of the Recipient and develop partnerships within the community.</li> <li>• Provide computer stations (with internet) and business resources for Clients.</li> </ul> <p>The Recipient shall undertake post-SBEC Core program reporting with all Clients to obtain outcomes performance reporting information from Clients at exit or until an outcome can be reported.</p>
<p><b>2. Starter Company Plus</b></p>	<p>The Recipient shall deliver all four components at their sites:</p> <ol style="list-style-type: none"> <li>1. Approved participant intake</li> <li>2. Training and skills development</li> <li>3. Mentorship</li> <li>4. Micro-Grants (Funds contributed by the Province up to \$5,000)</li> </ol> <p>The Recipient shall ensure that all Approved Participants and Grantees who are eligible and approved by the Recipient undertake the second and third components set out above. The fourth component is not required. The availability of the Micro-Grant component for an Approved Participant shall be determined by the Recipient in accordance with the Program Guidelines.</p> <p>The Recipient shall determine an individual's eligibility for Starter Company Plus program as well as their general business needs.</p>

The Recipient shall:

- Assess individuals based on eligibility requirements set out in Schedule “C” and additional local criteria developed by the Recipient needed to select Approved Participants from a pool of applicants.
  - If the individual is eligible, and the individual wishes to proceed with the initiative, the Recipient may accept the individual as an Approved Participant.
  - If the individual is not eligible for Starter Company Plus, the Recipient shall direct the individual to other entrepreneurship initiatives, programs and services.
- Have a decision-making process in place that provides rationale for approval to participate in the Starter Company Plus.
- 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, virtual 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 to provide business

expertise and support. 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 program.
- 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-Grants**

Each SCP Eligible Business that the Recipient approves for Micro-Grants shall receive up to \$5000 of the Funds. The Recipient may find funding locally to match or increase the Micro-Grant amount. The Micro-Grant is administered and distributed by the Recipient. All Grantees must also contribute 25% of the Micro-Grant amount (which may include in kind contributions) to its project to start, expand or buy a small business. The matching contribution may be waived by the Recipient under exceptional circumstances only.

The Recipient shall:

- Establish a committee to review and approve Micro-Grant applications.
- Develop all required procedures and criteria governing Micro-Grant selection and administration including assessment of Approved Participants, approval for funding, all financial administration, banking, monitoring and issuing of T4As
- Prepare, negotiate, monitor and enter into Micro-Grant Agreements with Approved Participants prior to disbursement of Funds.
- The Micro-Grant Agreement shall provide up to \$5,000 of Funds to the Approved Participant and outline the terms and the conditions of the Micro-Grant including eligible

expenditures, milestones and grounds for repayment and the following provisions:

(i) Audit Rights for the Crown. The parties agree that audit rights under the Micro-Grant Agreement (or such other term used in the Micro-Grant Agreement to refer to the agreement) shall inure to the benefit of the His Majesty The King in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the "Province"), any authorized representative or any independent auditor identified by the Province, which audit rights (including the right of inspection and review of the Approved Participant's (or such other term used in the Micro-Grant Agreement to refer to the Approved Participant) progress of its project under the Starter Company Plus program and any allocation and expenditure of Funds (or such other term used in the Micro-Grant Agreement to refer to the funds provided under the agreement) and to perform a full or partial audit of the Approved Participant) shall be carried out at the Province's expense and shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Micro-Grant Agreement; and

(ii) Post-Starter Company Plus Program Reporting. The Approved Participant shall, if requested by the Recipient or the Province, provide business development progress reporting information such as the Approved Participant's business expansion (increase in a company's size, revenue, market share over time) and job creation for three consecutive funding years after exit from Starter Company Plus following the expiry date or termination of the Micro-Grant Agreement.

- Distribute Micro-Grants to all SCP Eligible Businesses who have been approved for a Micro-Grant subject to the terms and conditions of the Micro-Grant Agreement.
- Where Grantees fail to comply with Starter Company Plus requirements or any requirements under the Micro-Grant Agreement, the Recipient shall recoup all or part of the Funds.
- The Recipient shall ensure that the review and approval for Micro-Grant process is fair, transparent and accountable.
- The Recipient shall monitor Micro-Grant payments made to Grantees based on spending and progress against established program milestones. It will ensure that funds are being used for

	<p>their intended purposes and request evidence of costs incurred and paid if necessary.</p> <ul style="list-style-type: none"> <li>• Funds allocated to Micro-Grants in the MEDJCT Program Funding Budget in section B of Schedule “D” must be spent on Micro-Grants for Starter Company Plus Grantees.</li> </ul>
<p><b>3. Summer Company</b></p>	<p><b>Intake- Application Process</b></p> <p>Youth interested in participating in the Summer Company program will be required to submit an 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, assessed for their eligibility to be accepted as Approved Participants, approved in accordance with the eligibility requirements set out in section C.3 of Schedule “C” or declined, and informed if they have been accepted as Approved Participants.</p> <p>The Recipient shall:</p> <ul style="list-style-type: none"> <li>• Promote and market the program to targeted groups.</li> <li>• Determine if potential applicants meet eligibility requirements as listed under Schedule “C” Section C3.</li> <li>• Distribute Summer Company applications to youth applicants.</li> <li>• Assist youth applicants in completing Summer Company applications.</li> <li>• Assess submitted applications to determine if they meet eligibility and program requirements.</li> <li>• Interview youth applicants and select Approved Participants.</li> <li>• Ensure the Approved Participant has met all the eligibility requirements to participate as listed under Schedule “C” Section C3.</li> <li>• Enter into Summer Company Micro-Grant Agreement with the Approved Participant acting as representative of a prospective SC Eligible Business.</li> </ul> <p><b>Business Training and Coaching</b></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 on, but not be limited to marketing and sales, HST, record/bookkeeping, time management, customer service, insurance and risk management.</p>

The Recipient shall:

- 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 Summer Company, and must maintain confidentiality of all information in addition to mentor and third party contractor obligations set out in this Schedule C.
- 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 submitted in the application.
- Conduct exit interviews with the Approved Participants to ensure all Summer Company requirements have been met.

### **Micro-Grants**

Grantees are eligible to receive up to \$3000 of the Funds for Micro-Grants to support start-up costs and completion of their project under Summer Company. Micro-Grants are issued by the Recipient in two installments.

- an initial disbursement of up to \$1,500 for start-up expenses; and
- a final disbursement of up to \$1,500 for successful completion of the Approved Participant's project under the program and Micro-Grant Agreement

The Recipient shall:

- Establish a committee to review and approve Micro-Grant applications.
- Develop all required procedures and criteria governing Micro-Grant selection and administration including assessment of Approved Participants, approval for funding, all financial administration, banking, monitoring and issuing of T4As.
- Prepare, negotiate, monitor and enter into Micro-Grants with Approved Participants acting as a representative of the respective Approved Participant's prospective SC Eligible

Business prior to disbursement of Funds which will be paid out in two instalments.

- The Micro-Grant Agreement shall provide up to \$3,000 of the Funds to the Grantee and outline the terms and the conditions of Micro-Grant including eligible expenditures, milestones and grounds for repayment and the following provisions:
  - (a) Audit Rights for the Crown. The parties agree that audit rights under the Micro-Grant Agreement (or such other term used in the Micro-Grant Agreement to refer to the agreement) shall inure to the benefit of the His Majesty The King in right of Ontario as represented by the Minister of Economic Development, Job Creation and Trade (the "Province"), any authorized representative or any independent auditor identified by the Province, which audit rights (including the right of inspection and review of the Approved Participant's (or such other term used in the Micro-Grant Agreement to refer to the Approved Participant) progress of its project under the Summer Company program and any allocation and expenditure of Funds (or such other term used in the Micro-Grant Agreement to refer to the funds provided under the agreement) and to perform a full or partial audit of the Approved Participant) shall be carried out at the Province's expense and shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Micro-Grant Agreement; and
  - (ii) Post-Summer Company Program Reporting. The Approved Participant shall, if requested by the Recipient or the Province, provide business progress reporting information such as the Approved Participant's business expansion and job creation for three consecutive funding years after exit from Summer Company following the expiry date or termination of the Micro-Grant Agreement.
- Distribute the first instalment after execution of the Micro-Grant Agreement.
- Distribute the second instalment once the Approved Participant has completed all requirements of his or her project under the program and Micro-Grant Agreement.
- Where an Approved Participant fails to comply with Summer Company requirements or any requirements under the Micro-

Grant Agreement, the Recipient shall recoup all or part of the Funds.

- The Recipient shall ensure that the review and approval for Micro-Grant process is fair, transparent and accountable.
- The Recipient shall monitor Micro-Grant payments made to Grantees based on spending and progress against established program milestones. It will ensure that funds are being used for their intended purposes and request evidence of costs incurred and paid if necessary.
- Funds allocated to Micro-Grants in the MEDJCT Program Funding Budget in section B of Schedule “D” Budget must be spent on Micro-Grants for Summer Company Grantee.

### **Reporting**

The Recipient has the option to use the SCREEN platform to support the delivery of Summer Company. It is not a mandatory requirement.

Recipients are required to:

- Administer and approve applications through a delivery method of their choice. Recipients have the option to use the Summer Company Registration, Eligibility and Evaluation Network web-based system (“**SCREEN**”).
- Report identified Summer Company performance measures to the Province through the Enterprise Centre Reporting (“**ECR**”) system.
- Collect and submit success stories with, and subject to having obtained, written consent of the applicable Approved Participant.
- Distribute a survey to Approved Participants in a format and in accordance with the timelines to be provided by the Province.

### **Information Management and Privacy Provisions**

The Recipient shall follow information management and privacy provisions in the Program Guidelines including without limitation:

- An acceptable use policy to provide a set of principles and practices governing all users of the Province’s “SCREEN” web-based back office platform.

	<ul style="list-style-type: none"> <li>• Privacy policy to protect personal information of applicants and Approved Participants.</li> </ul> <p>The Recipient will collect completed release and consent forms from Approved Participants in the form provided by the Province prior to publication or release of program success stories.</p>
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### C3. MINIMUM ELIGIBILITY REQUIREMENTS

The Recipient shall approve applicants in accordance with the SBEC Program eligibility requirements or guidance described below at minimum.

SBEC Core provides general inquiry and advisory services support to entrepreneurs and small businesses with a client profile that is typically:

- Less than five (5) years in operation, and
- Have under ten (10) employees

SBEC PROGRAM	ELIGIBILITY
<b>1. Starter Company Plus</b>	<p><u>Eligibility</u></p> <p>Individuals applying for the program must satisfy the following eligibility requirements:</p> <ul style="list-style-type: none"> <li>• 18 years of age or older at the time of registration;</li> <li>• proposing starting a new company, expanding an existing company or buying a business in Ontario;</li> <li>• not attending school full time nor returning to school;</li> <li>• resident of Ontario;</li> <li>• Canadian citizen or permanent resident;</li> <li>• not enrolled in other comparable provincial employment or self-employment related initiatives and programs that include or do not include financial assistance; and</li> <li>• not currently enrolled concurrently in any comparable self-employment or entrepreneurship training/financing initiatives and programs offered by government funded organizations.</li> </ul> <p><u>Business Eligibility Criteria</u></p> <p>Approved Participants must create a new business, operate or expand an existing business, or buy a business, in Ontario that</p>

	<p>meets the following criteria (an “SCP Eligible Business”):</p> <ul style="list-style-type: none"> <li>• Is a sole proprietorship or a corporation in which the Approved Participant is the majority shareholder;</li> <li>• Operates at arm’s length from family business ventures;</li> <li>• Operates in Ontario; and</li> <li>• Is in compliance with all applicable laws.</li> </ul> <p>While Starter Company Plus 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 Starter Company Plus is competitive and eligible applicants may not all be accepted. As the program aims to address local and/or regional economic development needs, the Recipient may prioritize participation based on specific industries and sectors.</p> <p>For record keeping, the SBEC must provide a written rationale to justify the Approved Participant selection into the Starter Company Plus program.</p>
<p><b>2. Summer Company</b></p>	<p><u>Eligibility</u></p> <p>Individuals applying for the program must satisfy the following eligibility requirements:</p> <ul style="list-style-type: none"> <li>• 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);</li> <li>• starting a new eligible business (see below);</li> <li>• attending school and returning to school in the fall (this includes full-time, part-time, homeschooling, e-learning, distance learning, apprenticeships, trade schools, etc.);</li> <li>• a resident of Ontario;</li> <li>• a Canadian citizen or a permanent resident;</li> <li>• not working at another job or attending school for more than 12 hours per week during the term of the project under the program;</li> <li>• self-employed as defined by the Canada Revenue Agency;</li> <li>• able to work over the summer period: <ul style="list-style-type: none"> <li>○ a minimum of 280 hours if a high school student</li> <li>○ a minimum of 420 hours if a post-secondary student</li> </ul> </li> <li>• has not received funding from Summer Company program in the past.</li> </ul>

	<p>Under exceptional circumstances, exceptions may be granted by the Recipient.</p> <p><u>Business Eligibility Criteria</u></p> <p>Approved Participants must create a new business that meets the following criteria (an “SC Eligible Business”):</p> <ul style="list-style-type: none"> <li>• Is a sole proprietorship or a corporation where the Approved Participant is the majority shareholder;</li> <li>• Is an independent business venture;</li> <li>• Is a new business, not previously registered or operated on an on-going basis;</li> <li>• Operates at arm’s length from family business ventures;</li> <li>• Operates in Ontario;</li> <li>• In which the Approved Participant spends an average of 35 hours per week on the business operation for a minimum of 8 weeks for high school students, or 12 consecutive weeks for post-secondary school students, from the business start date as stated in the business plan; and</li> <li>• Is in compliance with all applicable laws.</li> </ul> <p><u>Businesses that are not eligible:</u></p> <ul style="list-style-type: none"> <li>• partnerships/co-operatives;</li> <li>• franchises;</li> <li>• distributorships;</li> <li>• incorporated businesses that are controlled directly or indirectly by a person who would not be an eligible Youth under the Summer Company program;</li> <li>• business ventures that are subsidiaries or divisions of an existing business;</li> <li>• business ventures that are continuations of existing commercial endeavours;</li> <li>• business ventures that allow for commissioned sales;</li> <li>• multi-level marketing ventures;</li> <li>• single events such as a theatrical production, a DJ gig, a music concert, a dance/party event, a fundraiser, a sporting tournament, etc.;</li> <li>• businesses that have a strictly pay per click service model; or</li> <li>• “1-900” number businesses.</li> </ul>
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**C4. 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 in accordance with this section C4, Table 1, Table 2 and Table 3 below and Schedule F. Explanations for the performance metrics listed below can be found on the Enterprise Centre Report (ECR) web portal (<https://www.ontariocanada.com/ecr>) or otherwise distributed by the Province.

**Key Performance Indicators:**

**Table 1: Key Performance Indicators**

<b>Program</b>	<b>Metric</b>
<b>General</b>	<p># of unique businesses supported: unique businesses served in the year by the Recipient including both new and existing or legacy clients.</p> <p># of businesses supported through workshops: the number of businesses who participated in a workshop series as part of the SBEC's triaging process before receiving a consultation.</p>
<b>SBEC Core</b>	<p><b><u>Activities</u></b> # of inquires # of consultations</p> <ul style="list-style-type: none"> <li>• Exploring entrepreneurship</li> <li>• Starting a business</li> <li>• Existing business</li> </ul> <p># of French language consultations</p> <p><b><u>Outcomes</u></b> # of businesses started # of businesses sustained # of businesses expanded # of businesses purchased # of jobs created</p>
<b>Starter Company Plus</b>	<p><b><u>Activities</u></b> # of applications submissions # of completed approved participants # of grants issued Dollar value of investment leveraged</p>

	<p><b><u>Outcomes</u></b>  # of businesses started  # of businesses expanded  # of businesses purchased  # of jobs created</p>
<p><b>Summer Company</b></p>	<p><b><u>Activities</u></b>  # of applications submissions  # of completed approved participants  # of grants issued</p> <p><b><u>Outcomes</u></b>  # of businesses started  # of jobs created  # of interested in pursuing entrepreneurship as a career option</p>
<p><b>Demographics</b></p>	<p># of Total of respondents that voluntarily self-identified for collection of demographics</p> <p># of Respondents (on an aggregate basis) that have voluntarily self-identified as part of any of the following groups (check all that applies):</p> <ul style="list-style-type: none"> <li>• Francophone</li> <li>• 2SLGBTQ+</li> <li>• Youth under 30 years of age</li> <li>• Newcomers to Canada (landed immigrants who came to Canada up to five years prior to a given census year)</li> <li>• Do you identify as a person with one or more disabilities? <ul style="list-style-type: none"> <li>○ Yes</li> <li>○ No</li> <li>○ I do not know</li> <li>○ I prefer not to answer</li> </ul> </li> <li>• Do you identify as First Nations, Métis, and/or Inuit? If yes, select all that apply: <ul style="list-style-type: none"> <li>○ No</li> <li>○ Yes, First Nations</li> <li>○ Yes, Métis</li> <li>○ Yes, Inuit</li> </ul> </li> <li>• Race categories of participant respondents:</li> </ul>

	<ul style="list-style-type: none"> <li>○ Black</li> <li>○ East/Southeast Asian</li> <li>○ Indigenous (First Nations, Métis, Inuk/Inuit)</li> <li>○ Latino</li> <li>○ Middle Eastern</li> <li>○ South Asian</li> <li>○ White</li> <li>○ Other – please specify.</li> <li>● Gender of participant respondents: <ul style="list-style-type: none"> <li>○ Woman</li> <li>○ Man</li> <li>○ Non-Binary</li> <li>○ Two-Spirit</li> <li>○ I don't identify with the above (please specify)</li> <li>○ I prefer not to answer.</li> </ul> </li> </ul>
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Reporting requirements and timelines are provided in Schedule “F” Reports.

**Program Participant Level Data Metrics:**

**1. Clients and Approved Participants Data List**

The bi-annual Reports to be submitted to the Province in accordance with item 1C of the table in Schedule “F” shall include the information set out in Table 2 below (the “Clients and Approved Participants Data List”) for each Client and Approved Participant. For certainty, the Clients and Approved Participants Data List shall not contain any identifying information relating to individual Clients or Approved Participants other than in their business, professional or official capacity.

**Table 2: Clients and Approved Participants Data List (Business Information Only)**

Clients and Approved Participants (Business Information Only)	Definition
Legal Name of Business Supported	Business legal name receiving supports from an SBEC through Core and/or Micro-Grants
Fiscal Year	Fiscal Year (FY2024-25)
Business Title	Business Information Only
Business Email Address	
Business Phone Number	
Business Mailing Address	

Business Postal Code	
City	
Municipality	
Region	Central; Eastern; Northern; Southwestern
Sector	Area of the economy in which the SME operates (use NAICS code).
Referral Partnerships	Please specify the number and type of referral throughout the project including but not limited to RICs, SBECs, IPON.

**2. Grantee Data List**

The bi-annual Reports that are to be submitted to the Province in accordance with item 1D of the table in Schedule “F” shall include the information set out in Table 3 below (the “Grantees Data List”) for each Grantee. For certainty, the Grantees Data List shall not contain any identifying information relating to individual Approved Participants other than in their business, professional or official capacity. The Recipient shall not submit any Grantee Data List to the Province unless it has a first obtained a Grantee Data List Consent from the Grantee/Approved Participant to which the information in the Grantee Data List relates, in accordance with the applicable requirements set out in in Schedule “F”: Reports.

**Table 3: Grantee Data List (Business Information Only)**

<b>Grantee Data List</b> <i>(Business Information Only)</i>	<b>Definition</b>
Legal Name of Grantee	Business legal name
SBEC Grant Year	Fiscal Year of funding (FY 2024-25)
Business Title of the Micro-Grant applicant (CEO, Owner...)	Business Information Only
Business Email Address	
Business Phone Number	
Business Mailing Address	
Business Postal Code	
City	
Municipality	

Region	Central; Eastern; Northern; Southwestern
Sector	Area of the economy in which the SME operates (use NAICS code).
Starter Company Plus (SCP)	SCP funds received in \$
Summer Company (SC)	SCP funds received in \$
<i>If Summer Company participant is aged of 18 years or older, please specify</i>	Yes, at least 18 years old, or No?
Total Funding	Total Funds of SCP and/or SC received in \$
Total Funding Leveraged through other institutions/organizations (based on voluntary self-identification)	Other sources of funds in \$
Referral Partnerships	Please specify the number and type of referral throughout the project including but not limited to RICs, SBECs, IPON.

## **C5. ENTERPRISE CENTRE REPORTING (ECR)**

The Recipient will report back to the Province bi-annually in the ECR system during the term of the Agreement on key performance activities and metrics set out in Schedule “C”, Section C4 and in accordance with Schedule “F” Reports.

## **C6. PROGRAM MONITORING, COMPLIANCE AND FOLLOW-UP**

### **Program Monitoring and Compliance**

Program monitoring and compliance will be carried out between the Province and Recipient. Some of the activities that can be expected during the life cycle of an Agreement include:

1. Activity and financial reporting on program activities, budget and performance metrics
2. On-site compliance and evaluation visits from the Province to evaluate onsite program activities and performance reporting processes
3. Monthly discussions via telephone with the Province on program progress
4. Correspondence by mail or e-mail.

### **Follow-Up**

The Recipient will conduct follow-up with all Clients and Approved Participants who received a consultation through SBEC Core services and completed Summer Company and Starter Company Plus at exit to report on the impact performance metrics outlined in

Schedule C, Section C4. or until an outcome performance metric is reported. The Recipient is required to maintain Clients and Approved Participant contact information.

**C7. INFORMATION MANAGEMENT REQUIREMENTS**

The Recipient will develop and maintain relevant and up-to-date systems for planning, monitoring, and reporting program activity and expenditures. Without limiting the generality of the provisions in sections A7.2, A7.3 and A7.4, at a minimum, the Recipient’s information management records, systems, and procedures will:

- a. Ensure that full documentation is available, verifying that the statistical and financial information entered into any Province systems and other Recipient management systems meets the reporting and audit requirements of the Province;
- b. Protect Clients’ and Approved Participants’ privacy in accordance with the Agreement with the Province, including records through storage in a secured system, for both electronic and manual records;
- c. Make records accessible for audit purposes by identifying them in a distinct manner, rather than only by name;
- d. Ensure records and information are used for ongoing evaluation of services.

**C8. SBEC BUSINESS PLAN AND PROGRAM PLAN**

The Business Plan and Program Plan attached in this section C8 form part of the Agreement.

**Small Business Enterprise Centre (SBEC) Business Plan**

<b>SBEC Name:</b>	<b>Kawartha Lakes Small Business Centre</b>
<b>Location:</b>	<b>180 Kent St. W., Lindsay, ON K9V 2Y6</b>
<b>Completed By (Name and Title):</b>	<b>Diane Steven, Manager</b>
<b>Date:</b>	<b>January 17, 2024</b>

**Overview**

The intent of this Business Plan is to provide a description of the work of the Small Business Enterprise Centre (SBEC) in **FY2024-25**, and will be included as part of the program agreement. This business planning process also provides a basis for dialogue between the ministry and your SBEC which covers:

- A plan to achieve objectives for the upcoming fiscal year;

- How local and regional economic development priorities and strategic direction align with programming; and
- How services meet the needs of entrepreneurs in their community.

**Note:**

Please provide short, concise and direct responses wherever possible or as bulleted responses. Where descriptions are being requested, please limit your response to no more than 1-2 paragraphs (~ 2-300 words max.).

### 1. Small Business Enterprise Centre (SBEC) Overview

1. Describe the Small Business Enterprise Centre's main objectives for the next 2-5 years:

Our primary goal is to empower entrepreneurs and small business owners in achieving their aspirations of launching and expanding their businesses. We aim to foster a positive perception of entrepreneurship and small business ownership within the community by:

1. Promoting entrepreneurship as a respected and desirable profession.
2. Offering affordable services tailored to the needs of both aspiring and established small business owners.
3. Providing a comprehensive range of resources, services, and programs that not only meet but exceed the requirements of our clients.
4. Upholding the commitment to deliver personal, confidential one-on-one consultation services.
5. Ensuring our staff is adequately trained and equipped with the necessary tools to effectively address the unique needs of our clients.
6. Establishing partnerships with community organizations dedicated to supporting the small business community.

**Update: The Small Business Centre has undergone a recent rebranding initiative. Formerly known as the Kawartha Lakes Small Business & Entrepreneurship Centre, we have now rebranded as the Kawartha Lakes Small Business Centre (KLSBC).**

2. How is the SBEC currently governed? (please check one)

X Reporting to a municipality

Independent non-profit

Other: \_\_\_\_\_

3. Describe the current service area of the SBEC (i.e. using municipal boundaries):

The Kawartha Lakes Small Business Centre (KLSBC) extends its services to the City of Kawartha Lakes, situated northeast of the Greater Toronto Area (GTA). The city, characterized as a single-tier municipality, boasts a growing population exceeding 75,000 residents, complemented by an additional 31,000 seasonal residents. Our boundaries touch on Durham Region, Peterborough County, and Haliburton County.

Kawartha Lakes thrives in key sectors such as agriculture, tourism, manufacturing, and arts, culture, and heritage. At the KLSBC, we are dedicated to supporting businesses within these vital sectors and contributing to the overall economic growth of the region.

Additionally, the KLSBEC extends its occasional support and services to businesses situated in Haliburton County, further enhancing our commitment to fostering entrepreneurship and small business development across our diverse community.

4. If you have a service area that extends to other municipalities beyond the municipality in which your SBEC is based, do those municipalities contribute to the SBEC (i.e. through in-kind and/or cash contributions)

Yes                      No X

## 2. **Economic Development Strategy and COVID Recovery**

1. Does your municipality (or region) have a current economic development strategy?

Yes X                      No

If yes, briefly describe the key objectives or main themes in the plan:

In 2016, the City of Kawartha Lakes Council adopted a new Corporate Strategic Plan. Three strategic goals are identified in the Strategy, with the first directly related to Economic Development, A Vibrant and Growing Economy. To work towards this, Council identified the creation and execution of a comprehensive Economic Development Strategy to diversify the local economy, bring more businesses to the City of Kawartha Lakes and to expand local employment.

2. Does the municipality or region's economic development strategy include any specific initiatives delivered by the SBEC?

Yes  No

If yes, please identify the initiative:

The Economic Development Strategy is a strategic document and the work of the KLSBC is integrated throughout the objectives, particularly supporting the development of entrepreneurship in the primary focus clusters, and the development of partnerships with the broader business community.

3. How does your SBEC ensure that its services align with the goals and priorities of the municipality or region's economic development strategy?

The objective is to help expand existing businesses leading to new jobs and buildings, and attract new businesses to Kawartha Lakes. To accomplish this, the KLSBC works in partnership with the EDOs in the identification and development of services that support the needs of their sectors that include but not limited to:

- agriculture
- food production
- tourism
- arts and culture
- specialized manufacturing, and engineered products and related services.

4. Is the SBEC active in supporting a COVID recovery strategy or plan?

Yes  No

If yes, provide an overview of how. If not, please provide a rationale:

Although COVID restrictions have been lifted, the KLSBC has actively contributed to the COVID recovery strategy by collaborating closely with the Economic Development Team. Through a virtual format, we have provided consultation, training, and resources over the past two years. Our efforts have been focused on assisting existing businesses in their pursuit of process improvements, access to new technologies, and fostering innovation.

We strive to enhance their operations and increase the likelihood of survival by providing education on strategic measures.

### 3. Local Entrepreneurship Partners

1. Provide an overview of local and regional partners that support the work of the SBEC and the entrepreneurship ecosystem (e.g. municipalities, Chamber of

Commerce, Business Improvement Areas, Regional Innovation Centres, Community Futures Development Corporations, etc.)

<b>Partner / Organization Name</b>	<b>Type of Support Provided to SBEC or Partnership (e.g. funding, in-kind contributions, service exchange, referrals, etc)</b>
City of Kawartha Lakes	Contract partner - funding
4 Chambers of Commerce	In-kind support for events, referrals, program coordination, awareness
KLCFDC	In-kind and funding support for events, referrals, program coordination, awareness
BDC	Sponsorship SBW \$1000
Innovation Cluster Peterborough and Kawarthas	In-kind support for events, referrals, program coordination, awareness
Kawartha Lakes Ecosystem Network	Referral, program coordination, awareness
SBC Ontario	Program awareness, referral, resources

2. Identify any new partnerships that the SBEC has been pursuing or plans to pursue during the contract period, if any:

We plan to further collaborate with the newly formed Small Business Centres of Ontario Non Profit - a membership for the Small Business Enterprise Centres. We want to further strengthen our position in the entrepreneurship ecosystem, seek opportunities to collaborate with each other and to offer programming together across the Province as well as professional development opportunities for our centre staff.

3. Does the SBEC have dedicated initiatives for any special interest populations (e.g. BIPOC entrepreneurs, francophone, LGBTQIA2+, youth, etc.)?

Yes                  No

If yes, please identify which groups:  
Yes – Summer Company

**4. SBEC Operations**

1. How is the SBEC staffed:

	<b>Full-Time</b>	<b>Part-Time</b>

<b>Permanent Employees</b>	2	
<b>Contract Staff</b>		

Please provide an organizational structure/chart that shows reporting relationships and roles/titles:

**Development Services Department**

- Director – Leah Barrie

**Economic Development Division**

- Manager – Rebecca Muster
  - KLSBC
    - Lead – Diane Steven
    - Program Advisor – Sandy Greenberg

2. How often does your SBEC report to your municipal Council (if applicable) or Not-For-Profit Board?

Once a Year

Twice a Year

Quarterly (4 times per year)

X Other: The SBEC is imbedded within the Economic Development Division

4.3 If you do report to Council or a Non-For Profit Board, what information does your SBEC provide? (Select all that apply)

X Highlights from the SBEC (e.g. consultations, # jobs created, businesses supported, success stories)

X Administrative and service delivery (e.g. Transfer Payment Agreement updates, staffing resources)

X Partnerships (e.g. existing or recommendation to pursue new partnership opportunities)

X Financial reporting (e.g. budget, municipal/county or other partner contributions of cash and/or in-kind)

Other: \_\_\_\_\_

3. Describe any changes to operations and client service delivery in response to post COVID-19 (e.g. shifts between in-person and digital service; changes to methods of engaging with businesses):

March of 2020 all staff was mandated to work from home and to offer all client services virtually. Work From Home agreements are currently in place for all staff. Consultations, meetings and training have been provided through ZOOM primarily. Ongoing outreach communication to the client base has been maintained through monthly newsletters, social media and direct emails. We will continue to adapt and be responsive to the changing needs of our small business community.

4. Identify any barriers or possible risks to successfully delivering the programs and services of the SBEC. What steps are being undertaken to address these risks?

Clients have adapted very well to the new virtual methods of service delivery. Zoom meetings create a feeling of meeting in person and helps with relationship building while providing the ability to share resources while online. Online training is more accessible for those who would normally find it difficult to attend in person due to travel distances, child care, health concerns or limited access to a vehicle. One challenge, which is not unusual, is the lack of continued commitment from individuals exploring entrepreneurship. To keep them engaged, before the end of our initial meeting, we schedule a follow up meeting date with specific objectives and activities that keep them more enthusiastic about moving forward with their entrepreneurial plans and feel more accountability.

5. What tools, platforms or systems does your SBEC use to manage client outreach, engagement and tracking program and client data?

Salesforce – CRM, campaigns, clients outreach, engagement, program tracking  
Social Media – client outreach, engagement, marketing

6. Describe any future initiatives to improve programs, services or operations:

The KLSBC continues to respond and adapt programs and services to reflect the changing and evolving needs of our client base. Identify emerging training needs and create calendar of training events. Our services and operations will continue virtually for the time being.

## 5. **Client Service, Engagement and Follow-up**

1. Briefly describe the steps of the SBEC's client intake, service and engagement process:

- Client inquiries are received through Kawartha Lakes website, direct email, phone and is followed up with invitation to schedule a consultation.

- 1<sup>st</sup> consultation to discover client situation, needs and goals – set up in CRM, introduce SBC range of services, provide resources based on individual needs, refer to Starter Company PLUS or Summer Company if applicable.
- 2<sup>nd</sup> consultation to review client progress and offer additional support and resources to enhance their learning and growth
- Send out monthly newsletter to promote registration to new programs and upcoming webinars

2. How does your SBEC conduct client follow-ups? At what stage of your engagement does this occur?

- New start ups – follow up 2 weeks after 1<sup>st</sup> consultation if not automatically prescheduled
- Follow up email sent 3 months after last consultation to determine continued interest and re-engagement.

## 6. Program Plan and Outcomes

### SBEC PROGRAM PLAN AND OUTCOMES April 1, 2024 - March 31, 2025

<b>SBEC Name:</b>	<b>Kawartha Lakes Small Business Centre</b>
<b>Location:</b>	<b>180 Kent St. W., Lindsay, ON K9V 2Y6</b>
<b>Completed By: (Name and Title)</b>	<b>Diane Steven, Manager</b>
<b>Date:</b>	<b>January 25, 2024</b>

**Note: To assist with completing activity and outcomes targets for 2024-25, please review targets set in the 2022-24 consolidated TPA and actuals reported to date as a starting point and adjust accordingly based on any trends or changes in demand observed.**

<b>Program Components</b>	<b>Key Activities</b>	<b>Performance Indicators – Activities and Outcomes</b>		<b>Target 2024/25</b>
Program plan for delivery of <b>SBEC Core</b>  <i>Outline 3-5 key activities associated with the delivery of this initiative.            Examples: Administration, Strategic Planning and Recruitment, Initial Assessment/Inquiries, Business Advisory/Coaching, Business Skill</i>		Activity	# of Inquiries	250
			Total # of consultations	150
			# of consultations – exploring entrepreneurship	50
			# of consultations – starting a business	75
			# of consultations – existing business	25
		# of French language consultations	0	

Development, Events, Partnership Communications.		Outcomes	# of businesses started	40
			# of businesses sustained	N/A
			# of businesses expanded	20
			# of businesses purchased	2
			# of jobs created	75
Program plan for delivery of <b>Starter Company Plus</b>  <i>Outline 3-5 key activities associated with the delivery of this initiative. Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing</i>	Activity		# of applications submissions	17
			# of completed approved participants	12
			# of grants issued	12
			\$ value of investment leveraged	10,000
	Outcomes		# of businesses started	10
			# of businesses expanded	2
			# of businesses purchased	0
			# of jobs created	12
Program plan for delivery of <b>Summer Company</b>  <i>Outline 3-5 key activities associated with the delivery of this initiative. Examples: Administration, Intake, Training and Skills Development, Mentorship, Micro-Financing.</i>	Activity		# of application submissions	12
			# completed approved participants	6
			# of grants issued	6
	Outcomes		# of businesses started	6
			# of jobs created	6
			# interested in pursuing entrepreneurship as a career option	3
<b>Demographics (NEW)</b>	N/A	Voluntarily Self-Identified	# of Total of unique businesses that <b>voluntarily self-identified</b> for collection of demographics	N/A
			# of businesses owned by individuals (on an aggregate basis) that have <b>voluntarily self-identified</b> as part of any of the following groups: - Women - Francophones - Indigenous people (First Nations, Inuit or Metis) - Racialized groups - Black communities - Newcomers to Canada (landed immigrants who came to Canada up to 5 years prior to a given census year) - People with disabilities - Lesbian, gay, bisexual, or queer, Trans or non-Binary (LGBQ2+) - Youth under 39 years of age	N/A

**SCHEDULE "D"**

**BUDGET**

**A. SUMMARY OF FUNDING CONTRIBUTIONS**

*Funding Year 1:*

FY2024/25	REVENUE SOURCES					
SBEC Program Components	MEDJCT Funding	Municipal Funding	County Funding	Other Funding	In-kind (non-cash) contributions	TOTAL
SBEC Core	\$122,890	\$108,000				\$230,890
Starter Company Plus (SCP)	\$58,500					\$58,500
Summer Company (SC)	\$18,600					\$18,600
<b>TOTAL:</b>	<b>\$199,990</b>	\$108,000				\$307,990

**B. MEDJCT Program Funding Budget**  
**SBEC PROGRAM**

**FY 2024/25**  
 April 1, 2024 to March 31, 2025

**EXPENSES CATEGORIES**

Budget	InActual	In
Cash	Cash	

A. SBEC Core
<b>SBEC Core Project Delivery:</b>
<ul style="list-style-type: none"> <li>Staffing (Salary &amp; MERCS, Consultants)</li> <li>Program Operating Expenses (events, marketing/advertising, travel, workshops)</li> <li>Technology Platform Upgrades</li> </ul>
<b>Administrative Expenses (Max. 10% of the 'SBEC Core' Subtotal):</b>
<ul style="list-style-type: none"> <li>Courier, phone, office supplies, rent, audit at end of term</li> </ul>
<b>SBEC CORE Subtotal (A)</b>

\$104,590	
\$11,900	
\$0	
\$6,400	
<b>\$122,890</b>	<b>\$</b>

B. Starter Company Plus (SCP)
<b>SCP Project Delivery:</b>
<ul style="list-style-type: none"> <li>Monitoring, grant committee, workshops, outreach, events, marketing, advertising, travel</li> </ul>
<b>SCP Micro-Grants:</b>
<b>Starter Company Plus Subtotal (B)</b>

\$1,500	
\$57,000	
<b>\$58,500</b>	<b>\$</b>

C. Summer Company (SC)
<b>SC Project Delivery:</b>
<ul style="list-style-type: none"> <li>training, workshops, outreach, events, marketing/advertising, travel</li> </ul>
<b>SC Micro-Grants:</b>
<b>Summer Company Subtotal (C)</b>

\$600	
\$18,000	
<b>\$18,600</b>	<b>\$</b>

<b>TOTAL EXPENSES (A+B+C)</b>
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<b>\$199,990</b>	<b>\$</b>
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<b>Maximum Fund per Funding Year from the Province</b>
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\$199,990
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See Schedule "H" for Eligible Expenditures for more details

\*Pro-rated Staff, please indicate how many staff are allocated to the project:

2

## SCHEDULE "E"

### PAYMENT SCHEDULE

All payments are subject to the terms and conditions of the Agreement including, but not limited to, those in section A4.2(a)

<b>Maximum Funds: \$199,990</b>		<b>TERM: 1 Year</b>  2024-25
<b>FUNDS IN FUNDING YEAR 1: up to \$199,990</b>		2024/25
<b>PAYMENT DATE OR MILESTONE</b>	<b>AMOUNT OF FUNDS</b>	<b>TOTAL DISBURSEMENT</b>
<p><b>Payment 1:</b></p> <p>After execution of the Agreement by both the Recipient and Ontario, and receipt and approval by the Province of the insurance certificate required under Schedule "A", Article 10</p>	<p>Up to \$179,991</p> <p><b>(up to 90%</b> Maximum of Funds per Funding Year</p>	Up to \$179,991
<p><b>Payment 2:</b></p> <p>Following the receipt and acceptance by the Province of the following reports pursuant to Schedule "F" for payment by June 30, 2025:</p> <p><b>1. Bi-Annual Performance Metrics Reports</b> for the period from Q1 to Q2 and from Q3 to Q4 of the Funding Year;</p> <p style="text-align: center;"><b>and</b></p> <p><b>2. Interim Report</b> for the Funding Year:</p> <ul style="list-style-type: none"> <li>• Interim Financial Report on Budget;</li> <li>• Interim Report on Program Plan and Operations;</li> </ul> <p style="text-align: center;"><b>and</b></p> <p><b>3. French Language Services Act (Ontario) Checklist</b> for the Funding Year;</p> <p style="text-align: center;"><b>and</b></p>	<p>Up to \$19,999</p> <p><b>(up to 10%</b> Maximum of Funds per Funding Year)</p>	Up to \$19,999

<p>4. <b>Clients &amp; Approved Participants Data Lists and Grantee Data Lists</b> for the Funding Year;</p> <p style="text-align: center;"><b>and</b></p> <p>5. <b>Year-End Report</b> for the Funding Year:</p> <ul style="list-style-type: none"> <li>• Year-End Financial Report on Budget;</li> <li>• Year-End Report on Program Plan and Operations;</li> <li>• Request for Payment and Certificate;</li> </ul> <p style="text-align: center;"><b>and</b></p> <p>6. <b>Audit Report</b> pursuant to Schedule "F" for the Funding Year.</p>		
<b>Total Payments for Funding Year 1, 2024-25</b>		<b>Up to \$199,990</b>

## SCHEDULE “F”

### REPORTS

#### REPORTING REQUIREMENTS

The Recipient will submit reporting as outlined below:

Type of Report	Name of Report	Due By
<b>1. Performance Metrics and Outcomes</b>	<p><b>A. Bi-annually Performance Metrics Reporting</b></p> <p><b>Bi-annually reporting</b> of SBEC Program performance metrics as set out in Schedule “C” SBEC Program and the Program Plan.</p> <p>Performance activities and outcomes to be submitted through the Enterprise Centre Reporting (ECR) system with reference to any data definitions provided by the Province.</p>	<ul style="list-style-type: none"> <li>• Q1-Q2 (Apr – Sep) of each Funding Year by October 15, 2024</li> <li>• Q3-Q4 (Oct – Mar) of each Funding Year by April 15, 2025</li> </ul>
	<p><b>B. Number of Unique Businesses Supported and Businesses Supported by Workshops</b></p> <ul style="list-style-type: none"> <li>• <b>Number of unique businesses supported:</b> Reported annually. The number of unique businesses supported through the Recipients services. These are unique businesses served in the year by the Recipient including both new and existing or legacy clients.</li> <li>• <b>Number of businesses supported through workshops:</b> Reported annually. The number of businesses who participated in a workshop series (as part of the SBECs triaging process before receiving a consultation).</li> </ul>	<p>Q1-Q4 (Apr – Mar) by April 15 of each Funding Year</p>
	<p><b>C. Clients &amp; Approved Participants Data List – Table 2</b></p>	

	<ul style="list-style-type: none"> <li>• <b>Bi-annual reporting</b> of Clients and Approved Participants Data List, in accordance with section C.4 of Schedule “C”, for Clients and Approved Participants for the reporting period of April 1, 2024 to September 30, 2024 and October 1, 2024 to March 31, 2025.</li> </ul>	<ul style="list-style-type: none"> <li>• On or before October 15 of each Funding Year</li> <li>• On or before April 15 of each Funding Year</li> </ul>
	<p><b>D. Grantee Data Lists – Table 3</b></p> <ul style="list-style-type: none"> <li>• <b>Bi-annual reporting</b> of Grantee Data Lists, in accordance with section C.4 of Schedule “C”, for any Eligible Businesses that have received a Micro-Grant and that have provided consent for reporting of such Grantee’s Grantee Data List information to Province, for the reporting period of April 1, 2024 to September 30, 2024 and October 1, 2024 to March 31, 2025.</li> <li>• <b>Template of the Grantee Data Consent Form</b> for the Grantee or the Approved Participant acting as representative of a prospective SCP or SC Eligible Business.</li> </ul>	<ul style="list-style-type: none"> <li>• On or before October 15 of each Funding Year</li> <li>• On or before April 15 of each Funding Year</li> </ul>
<b>2. Financial</b>	<p><b>A. Interim Report on Budget</b></p> <p>Each Report shall include:</p> <ul style="list-style-type: none"> <li>• Reporting on actuals relative to the Budget set in Schedule “D” for the period of April 1 to December 31. Identification and explanation of any and all variances in the Budget resulting from a transfer of Funds by the Recipient in accordance with that comply with section A4.4 of Schedule “A”.</li> <li>• Projected spending for the remainder of the fiscal year to identify over- or underspending.</li> </ul>	On or before January 15 of each Funding Year
	<b>B. Year-End Report on Budget</b>	On or before May 31 of each Funding Year

	<p>Each Report shall include:</p> <ul style="list-style-type: none"> <li>• Report on actuals relative to the Budget set in Schedule “D” for the period of April 1 to March 31.</li> <li>• Identification and explanation of any and all variances in the Budget resulting from a transfer of Funds by the Recipient in accordance with with section A4.4 of Schedule “A”.</li> <li>• Report on other partner funding contributions as projected in Schedule “D” Budget.</li> </ul>	
<p><b>3. Program Plan and Operations</b></p>	<p><b>A. Interim Report on Program and Operations</b></p> <p>Interim progress report on the SBEC Program including but not limited to a report on Program Plan activities, explanation of tracking to targets and plan to achieve any missed targets, any additional context or updates on operations for the period of April 1 to December 31.</p>	<p>On or before January 15 of each Funding Year</p>
	<p><b>B. Year-End Report on Program and Operations</b></p> <p>Year-end progress report on the SBEC Program including but not limited to a report on Program Plan activities, explanation of tracking to targets and plan to achieve any missed targets, any additional context or updates on operations for the period of April 1 to March 31.</p>	<p>On or before May 31 of each Funding Year</p>

	<p><b>C. SBEC Program Success Stories</b></p> <p>Submission of 2-3 Client or Approved Participant success stories for each of SBEC Core, Starter Company Plus and Summer Company:</p> <ul style="list-style-type: none"> <li>• SBEC Core and Starter Company Plus:</li> </ul>	<ul style="list-style-type: none"> <li>• On or before May 31 of each Funding Year</li> </ul>
	<ul style="list-style-type: none"> <li>• Summer Company:</li> </ul>	<ul style="list-style-type: none"> <li>• August 31 of each Funding Year</li> </ul>
<b>4. Certificates and Documentation</b>	<p><b>A. Proof of Insurance Report</b></p> <p>Proof of Insurance Certificate for each Funding Year to be supplied by the Recipient in accordance with Section A10.2 in Article A10.0 of Schedule “A”.</p>	Upon execution of the Agreement by the Recipient
	<p><b>B. Request for Payment and Certificate</b></p> <p>To be submitted as request for funds per Schedule “E” Payment Schedule with accompanying reports required.</p> <p>Completed per Schedule “G” to be signed by a senior officer</p>	On or before May 31, 2025
	<p><b>C. <i>French Language Services Act (Ontario)</i> Checklist</b></p> <p>Checklist for the provision of services in French by the Recipient, in a form to be provided by the Province and to be signed by a senior officer.</p>	On or before January 15 of each Funding Year
	<p><b>D. Proof of Acquisition of Goods or Services</b></p> <p>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).</p>	Within 30 days of selecting process for the subcontractors that may deliver the SBEC Program

	<p><b>E. Auditor’s Certificate</b></p> <p>Auditor’s report certifying financial reporting provided in item <b>2. Financial</b> of this Schedule “F” for the period of April 1, 2024 to March 31<sup>st</sup>, 2025.</p> <p>To be prepared and signed by a chartered accountant in the form of Schedule “J”.</p>	On or before May 31, 2025
<b>5. Other Reports</b>	Other reports or information requests as specified and to the satisfaction of the Province	On a date or dates as specified by the Province

**REPORT DETAILS**

The Recipient shall submit all Reports in the format as specified by the Province, in accordance with Section A7.1 of Schedule A:

- Performance Metrics and Outcomes data will be submitted to the Enterprise Centre Reporting (ECR) system; and
- Other items including Financial, Program Plan and Operations, Clients and Approved Participants Data Lists (Table 2), Grantee Data Lists (Table 3), SBEC Program Success Stories, and French Language Services Act (Ontario) Checklist.

**COMPLIANCE AND PERFORMANCE MONITORING**

The Province will conduct compliance and performance monitoring activities throughout the term of the Agreement in consultation with the Recipient as follows:

- Bi-weekly and/or Bi-monthly check-ins will be conducted by the ministry staff advisor assigned to oversee the SBEC to discuss program successes, challenges as they arise and any actions to mitigate program risks.
- Compliance with the modernized French Language Services Act (Ontario) and completion of the checklist. Development of a plan to achieve compliance with timelines in the case of non-compliance.
- An on-site (or virtual if necessary) SBEC review and assessment will be conducted by the Province once a year. A thorough review of the SBEC’s performance and program documentation will be reviewed for all aspects of program delivery as

outlined in the Agreement. The Province will provide a summary report to the SBEC and establish actions for follow-up.

- Following the annual review and assessment the Ministry staff advisor will work with the SBEC to provide course correction and/or identify opportunities for continuous improvement.
- Provide a reflection and update on the Business Plan.

## **CLIENTS AND APPROVED PARTICIPANTS DATA LIST AND NOTICE OF COLLECTION**

The Recipient agrees that the Province may contact Clients and Approved Participants, on behalf of the Recipient, to solicit their participation in an annual business supports survey to provide performance and program and service delivery feedback to the Province. The Recipient shall provide the Province with up-to-date business contact details for its Clients and Approved Participants List in accordance with the Clients and Approved Participants Data List, and will add consent language to its application and inquiry forms to notify the Client or Approved Participant, as applicable, that their business contact information contained in the Clients and Approved Data List will be shared with the Province for purposes of the Province conducting a program service delivery survey/improvements as described above.

## **GRANTEES DATA LIST AND NOTICE OF COLLECTION**

The Recipient, in its **Micro-Grant Agreements** related to the Starter Company Plus and/or Summer Company, will add language requesting consent from each respective Grantee (a "Grantee Data List Consent") for the business contact information in the Grantee Data List pertaining to that Grantee to be disclosed to the Province for purposes of the Province using it to communicate with the Grantee about SBEC Program updates and to invite the Grantee's participation in SBEC Program events, public announcements, press releases and opportunities for visits by Provincial officials, members of provincial parliament, and local representatives. The Recipient shall provide the Province with up-to-date business contact details, in accordance with the Grantee Data Lists, for those Grantees which have provided a Grantee Data List Consent. The form of Grantee Data List Consent shall notify the Grantee that it has the right to withdraw such consent, in writing, at any time, by contacting the Recipient. The Recipient shall provide the Province with (i) a copy of any Grantee Data List Consent provided by a Grantee; and (ii) a copy of any withdrawal of such consent by any Grantee promptly upon receipt of such withdrawal by the Recipient.

## SCHEDULE "G"

### REQUEST FOR PAYMENT AND CERTIFICATE

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

**FROM:** [Instructions to staff: Recipient to fill out].

**RE:** Request for Funds for Payment # [ ] for the Period of:

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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 "H"; and
5. On and as of the date hereof, the attached or submitted Reports, namely:
  - Reporting on performance metrics and outcomes have been reported on the Enterprise Centre Reporting (ECR) platform and are current;
  - Financial Report on Budget; [and]
  - Program Plan and Operations Report; [and]

- [Any additional reports required]

are true and accurate.

The Recipient requests that the Province disburses Funds to the Recipient as follows:

<b>A. Amount Requested:</b>	
<b>SBEC Core</b>	
Core Project Delivery	0.00
Core Project Administration	0.00
<b>Subtotal SBEC Core</b>	<b>\$ -</b>
<b>Starter Company Plus (SCP):</b>	
Starter Company Plus Project Delivery	0.00
Starter Company Plus Project Grants	0.00
<b>Subtotal Starter Company Plus</b>	<b>\$ -</b>
<b>Summer Company (SC):</b>	
Summer Company Project Delivery	0.00
Summer Company Project Grants	0.00
<b>Subtotal Summer Company</b>	<b>\$ -</b>
<b>Total Requested (A):</b>	<b>\$ -</b>
<b>B. Actual interest* earned on all Funds this Funding Year to date:</b>	
<i>*interest will be deducted at the end of each Funding Year</i>	
<b>C. Total Requested Payment (A-B=C)</b>	<b>0</b>

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

Per: \_\_\_\_\_

Name:

**TITLE OF SENIOR OFFICER:**

## **SCHEDULE “H”**

### **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(a)(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.
- 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 directly related to the delivery of the SBEC Program.
- 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*.

- Salaries and MERCs which are pro-rated to the time spent directly on the delivery of the activities and services relating SBEC Program as described in the Budget. Salaries and MERCs is defined as the actual salaries or wages paid to employees, excluding bonuses, together with mandatory employment-related costs (MERCs), 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.
- 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 of those receiving referrals from the Recipient 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, purchasing or leasing land or buildings, leasehold improvements.
- Costs for 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 "I"**

### **COMMUNICATIONS AND CONFIDENTIALITY PROTOCOL FOR ALL PROGRAMS 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 relating to the SBEC Program.
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 shall not make any public announcement related to the Recipient's SBEC Program related activities or services without the prior written approval of the Province.
  - (b) The Recipient shall 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 shall 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 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. Any information submitted to the Province in confidence should be clearly marked.
- B. The Recipient is advised that the business contact information of Clients and Approved Participants, and if applicable, any amount of Micro-Grant and the purpose for which the Micro-Grant is being granted is information to be made available to the Province upon request.

## SCHEDULE "J"

### AUDITOR'S CERTIFICATE

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

**CC:** Ministry of Economic Development, Job Creation and Trade  
Small Business Branch  
56 Wellesley St West, 4th Floor  
Toronto, Ontario M7A 2E7

Attention: Manager

**RE:** Agreement between His Majesty The King in right of Ontario as represented by the Ministry 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 reporting provisions of the Agreement and other explanatory information, relating to the Auditor's Certificate dated [insert date]. [Instructions to staff: Recipient to fill out] for the period [\*] to [\*] [Instructions to staff: Recipient to fill out]. The Schedules have been prepared by management of the Recipient based on the financial reporting provisions of the Agreement described in Schedule F.

#### Management's Responsibility for the Schedules

Management of the Recipient is responsible for the preparation of the Schedules in accordance with the financial reporting 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 ● [Instructions to staff: Recipient to fill out] are prepared, in all material respects, in accordance with the financial reporting 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 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* [Instructions to staff: Recipient to insert name of chartered accountant. To be dated and signed by Chartered Accountant]