

AGREEMENT

THIS AGREEMENT made as of the _____ day of _____, 2007

B E T W E E N :

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO
as represented by the Minister of Agriculture, Food and Rural
Affairs**

(the "**Ministry**")

- and -

"[Click here and type Legal Names of Recipients name]"

WHEREAS the Ministry has established the Rural Economic Development Program to address barriers to economic growth, and ensure that Ontario's small town and rural communities remain viable, healthy and vibrant places in which to live, work and invest;

AND WHEREAS the Recipients have applied to the Ministry for funding to
"[Click here and type purpose for which Recipients applied for grant funding]" ;

AND WHEREAS it is the desire of the Ministry to fund the Recipients for the purpose of removing barriers to economic development in rural Ontario;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties hereto agree as follows:

1.0 Definitions

1.1 In this Agreement the following words shall have the following meanings:

- (a) "Agreement" means this Agreement entered into between the Ministry and the Recipients and all schedules and attachments to this Agreement and any instrument amending this Agreement;

- (b) "Completion Date" means date of submission of the final claim as identified in Schedule B entitled "Approved Budget",
- (c) "Eligible Cost" means those expenditures incurred after "[Click here and type Approval Date]" and prior to the Completion Date related directly to the Project and identified as Eligible Costs in Schedule B entitled "Approved Budget",
- (d) "Fiscal Year" means the period beginning on April 1st of a year and ending on March 31st of the following year;
- (e) "Grant Fund(s)(ing)" means the grant funds provided to the Recipients by the Ministry pursuant to this Agreement as a proportionate share of the total Eligible Costs;
- (f) "Project" means the Project described in Schedule "A";
- (g) "Project Anniversary Date" is the date in each successive year during the term of the Agreement which falls upon the conclusion of each 12 month interval following the date of the commencement of the project.

2.0 Term of the Agreement

2.1 The Agreement shall commence on "[Click here and type Approval Date]" and shall expire no later than six (6) months following the completion date unless terminated earlier pursuant to either section 17.0 or 18.0 of this Agreement.

3.0 Grant Funding

- 3.1 The Ministry shall provide up to \$"[Click here and type Funding approved]" to the Recipients for the purpose of completing the Project.
- 3.2 The Ministry shall provide the Grant Funds to the Recipients in the proportion of "[Click here and type % approved]" % ("[Click here and type Percentage]" percent) of the total Eligible Costs as described in the Approved Budget attached as Schedule "B".
- 3.3 Subject to section 6.3, the Ministry shall disburse the Grant Funds upon receipt and approval by the Ministry of the Claim Submission attached as Schedule "C", including original invoices and proofs of payment.
- 3.4 Despite sections 3.1 and 3.2, the Ministry, in its sole discretion, may adjust the amount of Grant Funding to be provided to the Recipients in any Fiscal Year during which the Agreement is in effect based upon the Ministry's assessment of the current year's Annual Financial Report provided to the Ministry pursuant to section 7.1.

3.5 Despite sections 3.1 and 3.2, the Ministry shall not provide any Grant Funds to the Recipients until the insurance requirements described in section 14.0 have been met.

4.0 Project

4.1 The Recipients shall be responsible to ensure that the undertaking, implementation and completion of the Project is substantially in accordance with the description of the Project attached as Schedule "A" and Schedule B entitled " Approved Budget".

4.2 The Recipients shall not make any changes to the Project without the prior written consent of the Ministry.

4.3 The Recipients shall carry out the Project in accordance with the time lines provided in the Project Description attached as Schedule "A" and shall complete the Project by "[Click here and type Completion Date]" .

5.0 Funding Payment

5.1 The Recipients shall only seek reimbursement for actual expenses paid for the purpose of completing the Project in accordance with the eligible costs identified in Schedule B entitled "Approved Budget".

5.2 The Recipients shall not make any changes to projected eligible expenses identified in Schedule "B" without the prior written consent of the Ministry.

5.3 Where the actual expenses paid by the Recipients are lower than the projected eligible expenses identified in Schedule "B", the Recipients shall notify the Ministry and the Ministry may, in its sole discretion, adjust the Grant Funding.

5.4 The Recipients shall immediately notify the Ministry if they do not intend to carry out the Project in whole or in part as specified in Schedule "A" in which case the Ministry may, in its sole discretion, adjust the Grant Funding.

6.0 Payment Terms

6.1 The Ministry shall reimburse the Grant Funds to the Recipients in the proportion of "[Click here and type % approved]" % ("[Click here and type Percentage]" percent) of the total Eligible Costs as described in the Approved Budget attached as Schedule "B" and in accordance with the conditions referred to in subsection 6.2.

6.2 In order for a cost or expense to be eligible for Grant Funding pursuant to this Agreement,

- (a) the cost or expense must,
 - (i) be reasonable;

- (ii) be directly related to the components of the Project as described in Schedule "A";
 - (iii) be specifically identified as an Eligible Cost for the Project as set out in Schedule B;
 - (iv) have been incurred after "[Click here and type Approval Date]" and no later than "[Click here and type Completion Date]"; and
 - (v) be an actual cash outlay to third parties acting at arm's length that can be documented through original invoices or proofs of payment;
- (b) a completed Claim Submission attached as Schedule "C" must be submitted to the Ministry; and
- (c) all evidence (such as invoices, receipts, etc.) of payment related to Eligible Costs and such supporting documentation must be submitted to the Ministry.

6.3 The Ministry may hold back an amount not exceeding 10% (ten percent) of the Approved Budget submitted and approved pending the completion of the Project by the Recipients to the satisfaction of the Ministry.

6.4 The Ministry may, in its sole discretion, withhold payments of future Grant Funding if the Ministry, acting reasonably, is not satisfied that there is adequate evidence of progress being made to achieve the Project, if there has been a breach listed under section 18.1(b)(c) or (d), or if the Recipients have incurred a cost overrun for the Project and have not arranged additional financing to pay for such cost.

7.0 Reports

7.1 During the term of the Agreement, the Recipients shall submit the reports described in subsections 7.2, 7.3, 7.4, 7.5 and 7.6 to the Ministry.

7.2 On the dates provided for in Schedule B , the Recipients shall submit the Claim Submission as shown in Schedule "C" in a form satisfactory to the Ministry which includes a detailed description of the Project and the results achieved to the date of the Submission.

7.3 On or before February 15th and August 15th of each Fiscal Year, the Recipients shall submit Projected Expenditure Reports as shown in Schedule "D" in a form satisfactory to the Ministry outlining the current cash flow and projections and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry.

7.4 Within 60 days of each Project Anniversary Date, an Annual Financial Report in the form shown in Schedule "E" must be submitted to the Ministry which shall:

- (a) be prepared by a qualified person showing Eligible Costs incurred and paid by the Recipient during the previous year with verification of the sources of the funding that paid for such Eligible Costs;
- (b) show details of any variance from the Project, the Budget and/or the Project schedule; and
- (c) include any other information respecting the Project that may be requested by the Ministry.

7.5 **On or before 90 days** after the final Claim Submission has been submitted, a Final Report with the information as described in Schedule "F" must be submitted to the Ministry which shall include,

- (a) a detailed description of the Project and the results achieved to the date of the Statement;
- (b) the details of any variance from the Project, the Budget and/or the Project schedule;
- (c) a final Financial Statement showing Eligible Costs incurred and paid; and
- (d) any other information respecting the Project that may be requested by the Ministry.

7.6 The Recipients shall ensure that all reports are in a form satisfactory to the Ministry and that every report or financial statement is signed on behalf of the Recipients by a person authorized to sign it.

8.0 Recipients Warrants

8.1 The Recipients warrant that they shall carry out the Project in compliance with all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Project.

9.0 Further Conditions

9.1 The Ministry shall be entitled, at any time, to impose such additional terms or conditions on the use of the Grant Funds which it, in its sole discretion, considers appropriate for the proper expenditure and management of the Grant Funds and the carrying out and completion of the Project and shall be entitled to impose such terms and conditions on any consent granted pursuant to this Agreement.

10.0 Accounting and Review

10.1 In completing the Project, the Recipients:

- (a) shall conduct themselves in accordance with all applicable laws;

- (b) shall keep and maintain all financial records, invoices and other financially-related documents relating to the Ministry Grant Funding or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices, and shall maintain such records and keep them available for review by the Ministry for a period of seven (7) years from the date of the expiry or termination of this Agreement;
- (c) shall maintain all non-financial documents and records relating to the Ministry Grant Funding or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law; and
- (d) hereby authorizes the Ministry, upon twenty-four (24) hours' notice and during normal business hours, to enter upon the Recipients' premises to review the status and manner of operation of the Project and to inspect and copy any financial records, invoices and other financially-related documents, and subject to consent by the person it serves, non-financial records and documents, in the possession or under the control of the Recipients which relate to the Grant Funding or otherwise to the Project.

10.2 The Ministry's right of inspection in this Agreement includes the right to perform a full or partial audit.

10.3 To assist the Ministry in the task described in this section, the Recipients shall provide any other information to the Ministry reasonably requested by the Ministry.

10.4 The purposes for which the Ministry may exercise its right under this section include:

- (a) determining for what items and purposes the Recipients expended the Grant Funds;
- (b) determining whether, and to what extent, the Recipients expended the Grant Funds with due regard to economy and efficiency; and
- (c) determining whether the Recipients completed the Project effectively and in accordance with the terms of this Agreement.

11.0 Tendering for Goods and Services

11.1 The Recipients shall acquire all supplies, equipment and services purchased with the Grant Funds through a competitive process that ensures the best value for funds expended. For equipment, services and supplies the cost of which exceeds \$25,000.00 the Recipients shall ensure that at least three written quotes are obtained unless:

- (a) the expertise being purchased is specialized and is not readily available; or

- (b) the market has previously been researched for a similar purchase and prevailing market costs for the equipment, services or supplies purchased are known.

11.2 If the Recipients do not use a competitive process as required under section 11.1 and do not obtain three written quotes because the supplies, equipment and services that exceed the cost of \$25,000.00 meet the conditions outlined in section 11.1(a) or (b), the Recipients shall obtain the written consent of the Ministry prior to the acquisition of the supplies, equipment and services.

12.0 Conflict of Interest and Confidentiality

12.1 The Recipients shall ensure that the Project is carried out in all its aspects without a conflict of interest by any person associated with the Project in whatever capacity.

12.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project.

12.3 The Recipients shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

12.4 The Recipients acknowledge that the Ministry is bound by the provisions of the *Freedom of Information and Protection of Privacy Act* and regulations thereunder.

13.0 Indemnity

13.1 In no event shall OMAFRA be liable for

- (a) any bodily injury, death or property damage to the Recipients, their employees, agents, or consultants or for any claim, demand or action by any third party against the Recipients, their employees, agents, or consultants, arising out of or in any way related to this Agreement or the Project; or
- (b) any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit to the Recipients, their employees, agents, or consultants arising out of or in any way related to this Agreement or the Project.

13.2 The Recipients agree to indemnify and hold harmless Her Majesty the Queen in right of Ontario, her directors, officers, employees and agents from and against all suits, judgments, claims, demands, expenses actions, causes of action and losses (including, without limitation, reasonable legal expenses and any claim for lien made pursuant to the *Construction Lien Act*) and for any and all liability for damages to property and injury to persons (including death) which Her Majesty the Queen in right of Ontario, her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or willful misconduct, as a result of or arising out of

or in relation to any breach by the Recipients of the terms of this Agreement, or the Recipients' own negligence or willful misconduct.

13.3 The Recipients further agree to indemnify and hold harmless Her Majesty the Queen in right of Ontario, her directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, which Her Majesty the Queen in right of Ontario, her directors, officers, employees and agents may incur, otherwise than by reason of their own negligence or willful misconduct, as a result of or arising out of or in relation to any breach by the Recipients of the terms of this Agreement, or the Recipients' own negligence or willful misconduct.

14.0 Insurance

14.1 Each Recipient shall put in effect and maintain for the period during which the Agreement is in effect, at its own expense, with insurers acceptable to the Ministry, all the necessary insurance that would be considered appropriate for a prudent Recipient of this type undertaking a project similar to this Project, including:

1. Commercial General Liability Insurance, for third party bodily injury, personal injury and property damage to an inclusive limit of not less than Two Million Dollars (\$2,000,000) per occurrence and not less than Two Million Dollars (\$2,000,000) products and completed operations aggregate. The policy shall include:
 - (a) Her Majesty the Queen in right of Ontario as represented by the Minister of Agriculture, Food and Rural Affairs as an additional insured;
 - (b) Contractual Liability;
 - (c) Products and Completed Operations Liability;
 - (d) A valid WSIB Clearance Certificate, or Employers Liability and Voluntary Compensation, which ever applies;
 - (e) Tenants Legal Liability; (*for premises/building leases only*)
 - (f) Non-Owned automobile coverage with blanket contractual and physical damage coverage for hired automobiles; and
 - (g) A thirty (30) day written notice of cancellation.

14.2 Before beginning the Project, each Recipient shall provide the Ministry with a valid Certificate of Insurance (and any replacements thereof) that references the Project, and confirms the above requirements. The Recipient shall provide the Ministry with a copy of the policy and any renewal replacement certificates as may be necessary.

15.0 Credit

15.1 The Recipients shall acknowledge the support of the Ministry in all reports and materials and in all advertising and publicity relating to the Project, in a format approved by the Ministry.

15.2 The Recipients acknowledge that the Ministry may publicize information regarding the Rural Economic Development Program, including program descriptions, participants and grant amounts.

15.3 The Recipients shall ensure the acknowledgement in any report or materials indicates that the views expressed in the report or materials are the views of the Recipients and do not necessarily reflect those of the Ministry.

16.0 Inspection

16.1 The Ministry reserves the right to inspect any aspect of the Project at any time.

17.0 Termination by Ministry for Convenience

17.1 The Ministry may in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days notice to the Recipients.

17.2 Where notice to terminate is given under this section, the Ministry may, in its sole discretion, assess the state of the Project and allow the Recipients to wind down the Project by the end of the notice period.

18.0 Termination and Default

18.1 The Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under this Agreement or at law or in equity, terminate this Agreement immediately upon giving notice to the Recipients if:

(a) funding for the Rural Economic Development Program in any Fiscal Year is not appropriated by the Legislature or is revoked if previously granted; or

(b) in the opinion of the Ministry:

i) a Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;

ii) a Recipient breaches any term or condition of this Agreement;

iii) the Recipients are unable to complete the Project or are likely to discontinue it;

iv) it is not reasonable for any reason for the Recipients to complete the Project;

- v) a material adverse change occurs such that the viability of a Recipient as a going concern is threatened;

or if

- (c) a Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
- (d) a Recipient ceases to operate.

18.2 If the Ministry, in its sole discretion, considers the nature of the breach under section 18.1 to be such that it can be remedied and that it is appropriate to allow the Recipients the opportunity to remedy the breach, the Ministry may give the Recipients an opportunity to remedy the breach by giving the Recipients written notice

- (a) of the particulars of the breach;
- (b) of the period of time within which the Recipients are required to remedy the breach;
- (c) that the Ministry shall terminate this Agreement:
 - i) at the end of the notice period provided for in the notice if the Recipients fail to remedy the breach within the time specified in the notice, or
 - ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Ministry that the Recipients cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or the Recipients are not proceeding to remedy the breach in a way that is satisfactory to the Ministry.

18.3 If the Ministry has provided the Recipients with an opportunity to remedy the breach, and

- (a) the Recipients do not remedy the breach within the time period specified in the notice; or
- (b) it becomes apparent to the Ministry that the Recipients cannot completely remedy the breach within the time specified in the notice or such further period of time as the Ministry considers reasonable; or
- (c) the Recipients are not proceeding to remedy the breach in a way that is satisfactory to the Ministry

the Ministry shall have the right to immediately terminate this Agreement by giving notice of termination to the Recipients.

18.4 In the event of termination pursuant to this section the effective date of termination shall be the last day of the notice period, the last day of any subsequent notice period or immediately, whichever ever applies.

19.0 Grant Funding Upon Termination

19.1 If this Agreement is terminated by the Ministry pursuant to sections 17.1 or 18.1, the Ministry shall cancel all further Grant Funding.

19.2 If this Agreement is terminated by the Ministry for any reason, the Ministry may in addition to the rights conferred upon it under this Agreement or in law or in equity, demand from the Recipients the payment of funds equal to those provided to the Recipients.

19.3 If the Ministry demands the repayment of any part of the Grant Funds pursuant to this Agreement the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Recipients shall pay the amount to the Ministry immediately unless the Ministry directs otherwise.

19.4 The Ministry reserves the right to demand interest on any amount owing by the Recipients at the then current rate charged by the Province of Ontario on accounts receivable.

19.5 The Recipients shall repay the amount demanded by cheque payable to the “Minister of Finance” and mailed to the Ministry to the attention of the Ministry representative as provided for in section 21.

20.0 Grant Funding on Expiry of Agreement

20.1 Upon the expiry of the Agreement, the Recipients shall, upon the demand of the Ministry, repay to the Ministry an amount equal to any part of the Grant Funds used by the Recipients for purposes not agreed upon by the Ministry. This amount shall be a debt due and owing to the Ministry and the Ministry’s right to demand payment of this money is in addition to the rights conferred upon it under this Agreement or in law or in equity.

21.0 Notices and Project Representative

21.1 Any notice or communication required to be given under this Agreement shall be in writing and shall be delivered personally, delivered by courier or sent by certified or registered mail, postage prepaid with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as any of the Grantees shall later designate to the Ministry in writing. All notices or communications shall be addressed as follows:

To the Ministry:	To the Recipients:
<p>Ontario Ministry of Agriculture, Food and Rural Affairs Rural Community Development Branch 4th Floor, 1 Stone Road West Guelph, Ontario N1G 4Y2</p> <p>Attention: Dr. Brian Cardy, Manager Fax: (519) 826-4336</p>	<p>"[Click here and type Name and Address]"</p> <p>Attention: "[Click here and type Name of Contact]" Telephone: "[Click here and type Phone Number]" Fax: "[Click here and type Fax Number]"</p> <p>"[Click here and type Name and Address]"</p> <p>Attention: "[Click here and type Name of Contact]" Telephone: "[Click here and type Phone Number]"</p> <p>Fax: "[Click here and type Fax Number]"</p> <p>"[Click here and type Name and Address]"</p> <p>Attention: "[Click here and type Name of Contact]"</p> <p>Telephone: "[Click here and type Phone Number]" Fax: "[Click here and type Fax Number]"</p>

21.2 All notices shall be effective:

- (a) at the time the delivery is made when the notice is delivered personally, by courier or by fax; and
- (b) seventy-two (72) hours after deposit in the mail when the notice is sent by certified, registered or postage prepaid mail.

21.3 The individual identified above as the representative of the "[Click here and type Lead Applicant]" above will, in the first instance,

- (a) act as the Recipients' Project representative and act as liaison for the Project with the Manager of the Rural Community Development Branch, of the Ministry for the purpose of implementing this Agreement;

- (b) sign, on behalf of all the Recipients, the Claim Submission attached as Schedule “C”, the and the Final Report attached as Schedule “F”; and
- (c) direct how and to whom the Grant Funds paid by the Ministry to the Recipients under this Agreement are to made payable.

21.4 The Recipients must provide written notice to the Ministry naming a new Project representative if the individual referred to in section 21.3 as the Recipients’ Project representative ceases to perform the requirements under that section.

22.0 Severability of Provisions

22.1 The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement and any invalid or unenforceable provision shall be deemed to be severed.

23.0 Waiver

23.1 A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

24.0 Independent Parties

24.1 The parties are and shall at all times remain independent of each other and are not and shall not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations shall be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

25.0 Assignment of Agreement or Grant Funds

25.1 The Recipients shall not assign this Agreement or the Grant Funds or any part thereof without the prior written consent of the Ministry, which consent shall be in the Ministry’s sole discretion and may be withheld or subject to the terms and conditions that may be imposed by the Ministry.

26.0 Governing Law

26.1 This Agreement and the rights, obligations and relations of the parties hereto shall be governed by and construed in accordance with the laws of the Province of Ontario.

27.0 Further Assurances

27.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

28.0 Circumstances Beyond the Control of Either Party

28.1 Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

29.0 Survival

29.1 The provisions in sections 7.4 (Final Project Report), 8.0 (Recipients Warrants), 10.0 (Accounting), 13.0 (Indemnity), 15.0 (Credit), 16.0 (Inspection), 19.0 (Grant Funding upon Termination) and 20.0 (Grant Funding on Expiry of Agreement) shall survive termination or expiry of this Agreement for a period of seven (7) years from the date of expiry or termination of this Agreement.

30.0 Joint and Several Liability

30.1 Each Recipient shall be jointly and severally liable (each completely and individually liable) to the Ministry for the fulfillment of the obligations of the Recipients under this Agreement.

31.1 Schedules

31.1 The following are the schedules attached to and forming part of this Agreement.

- (a) Schedule "A" (Project Description)
- (b) Schedule "B" (Approved Budget)
- (c) Schedule "C" (Claim Submission)
- (d) Schedule "D" (Projected Expenditure Report)
- (e) Schedule "E" (Financial Report)
- (f) Schedule "F" (Final Report)

32.0 Priority

32.1 In the event of a conflict or inconsistencies between the body of this Agreement and the Schedules, the body of this Agreement shall prevail.

33.0 Entire Agreement

- 33.1 This Agreement together with the attached schedules listed in section 31.1 of this Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 33.2 This Agreement may only be modified by a written Agreement duly executed by the parties.

IN WITNESS WHEREOF the parties have executed this Agreement made as of the date first written above.

**HER MAJESTY THE QUEEN IN RIGHT
OF ONTARIO as represented by the Minister
of Agriculture, Food and Rural Affairs**

The Honourable Leona Dombrowsky

"[Click here and type Legal Name of # 1]"
per:

Name:
Position:

I/we have authority to bind the Recipient

"[Click here and type Legal Name of # 2]"
per:

Name:
Position:

I/we have authority to bind the Recipient

Schedule “A”

Project Description

In accordance with section 4.0 of the Agreement, the Recipients shall complete the Project described below (see attached).

Schedule “B”

APPROVED BUDGET

In accordance with section 4.0 of the Agreement, the Recipients shall carry out the project in accordance with the time lines and budget provided in the Approved Budget as set out in Schedule “B” (see attached). The Recipients shall also provide to the Ministry a Claim Submission (as set out in Schedules "C"), including original invoices and proofs of payment, on the due date provided for in the Approved Budget.



File Number:	
Project Title:	
Approval Date:	Completion Date:

ESTIMATED COSTS

Projected Budget Line Item (Description of Projected Expenditures)	Eligible Costs (\$)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Total Eligible Costs	

CASH FLOW BASED ON ESTIMATED COSTS

Claims (including paid invoices and proofs of payments) should be submitted for payments according to the schedule below. Note that the total in this table must be equal to the total estimated eligible costs.

	(Jan-Mar)	(Apr-Jun)	(Jul-Sep)	(Oct-Dec)	Annual Total
2007					
2008					
2009					
2010					
2011					
Total					

Schedule “C”

CLAIM SUBMISSION

In accordance with section 4.0 of the Agreement, the Recipients shall carry out the project in accordance with the time lines and budget provided in the Approved Budget (Schedule “B”) and shall also provide to the Ministry a Claim Submission (as set out in Schedule "C" Parts 1 and 2), including original invoices and proofs of payment, on the due date provided for in the Approved Budget.

Claims for payment are considered to be incomplete without both parts attached.

Schedule “D”

PROJECTED EXPENDITURE REPORT

In accordance with section 7.0 of the Agreement, on or before February 15th and August 15th of each Fiscal Year, the Recipients shall submit Projected Expenditure Reports as shown in Schedule “D” in a form satisfactory to the Ministry outlining the current cash flow and projections and the Recipient shall follow such administrative procedures as are specified from time to time by the Ministry.



Ontario

Rural Economic Development Program

Projected Expenditure Report

File #:	
Project Title:	
Project Representative:	

According to our records, the following amounts of Expenditures are allocated currently to your project:

Total Eligible Expenditures a=b+c	Total Claimed to Date (b)	Remaining to be Claimed (c)	Apr-Jun 2007 (d)	Jul-Sep 2007 (e)	Oct-Dec 2007 (f)	Jan-Mar 2008 (g)	2007/08 Total h=d+e+f+g	2008/09 Total (i)	2009/10 Total (j)	Projected Total k=h+i+j
		\$0								\$0

* Includes claims that have been received by us but have yet to be paid

Declaration:

I certify that the financial information contained within this report is true and accurate to the best of my knowledge. Costs related to our approved Rural Economic Development Program project will be incurred for the amount on the schedule as indicated in the chart above.

Name (please print):	
Signature:	
Date:	

Please return to:

Rural Economic Development Program
 1 Stone Road W., Guelph ON N1G 4Y2
 Fax: (519) 826-4336

SCHEDULE “E”

FINANCIAL REPORT

In accordance with section 7.0 of the Agreement, you must provide an annual Financial Report to the Ministry consisting of a Financial Declaration accompanied by a Financial Statement showing all sources and uses of Project funds. The Declaration must be signed by all Recipients. Annual Financial Reports are due within 60 days of the Project Anniversary Date.

Financial Statement

RED Project File # _____

For the period from _____ to _____

Sources of Funds

Name/Organization	Amount
Partners	
1.	
2.	
3.	
4.	
Other private contributions	
1.	
2.	
Other public contributions	
1.	
2.	
RED Program	
Claim #	
Claim #	
Claim #	
Claim #	
10% Holdback	
Total sources of Funds	

Uses of Funds

Line Item Expense	Amount
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
Excess of Actual Spending over Budget (+/-)	
Total uses of Funds	

DECLARATION

We have reviewed and approved the attached financial statement for the Project, as it relates to those aspects which concern the our role, and hereby declare that to the best of our knowledge, during the period covered by the financial statements, we were not in breach or violation of any of the covenant contained in the Agreement.

Signed by the Recipients and dated this _____ day of _____, 200____.

Recipient Name and Organization

Recipient Name and Organization

Recipient Name and Organization

Recipient Name and Organization

Recipient Name and Organization

Schedule “F”

Final Report

In accordance with section 7.0 of the Agreement, Recipients must provide a Final Report which meets the requirements listed below (see attached). The Ministry will release the 10% project holdback upon satisfaction that the Recipients have successfully completed the Project and have fully complied with all of the terms and conditions of the Agreement.

On or before 90 days after the final claim has been submitted, a Final Project Report must be submitted to the Ministry which shall include, but not limited to:

- a) a detailed summary of the results of the Project achieved to the date of the Final Project Report including mandatory Performance Measures;
- b) the details of any variance from the Project (Schedule A), the Budget (Schedule B) and/or the Project Schedule;
- c) a final Financial Report showing all Eligible Costs Incurred and paid; and
- d) any other information respecting the Project that demonstrates the success of the Project and its impact on barriers to economic development.

The format for the Final Report is attached.

File: [Click **here** and type File Number]

Date Approved: [Click **here** and insert date approved]

Project Title: [Click **here** and type Project title]

Lead Applicant: [Click **here** for Lead Applicant's Organization]

Contact: [List contact name & title]
[List co-applicant's organization name]
[List co-applicant's address]

Telephone: [List lead applicant's phone number]

Co-Applicants: [List co-applicant's organization names] -

Total Project Costs: \$[Type Total Cost Amount]
Funding Approved: \$[Type Total Amount approved]

Start Date: [Click **here** and insert start date]
End Date: [Click **here** and insert end date]

Section 1. Summary of Project and Results

Detailed Results and Performance Measures

The following table must be completed with the results of your project. Not all measures will be applicable to your project (leave blank). Include both the direct and indirect results of the project using both qualitative measures (e.g., skills and knowledge acquired, improvements made, efficiencies gained, etc.) and quantitative measures (e.g., the number of jobs, amount of investment, number of community groups, materials distributed).

Anticipated Result or Outcome	How does your project relate (short and long term)?
Contributed to <u>revitalized community</u> or downtown	
Contributes to improved <u>access to community health care services</u>	
Contributes to <u>skills training and/or enhancement</u>	
Amount of <u>new investment</u> in the community and/or the Ontario business climate	
Number of <u>jobs created</u> , retained or upgraded	
Number of <u>new alliances</u> and/or partnerships	
Number of <u>community groups</u> involved or benefiting from your project	
Number of <u>innovative products/services or technologies</u> for rural Ontario	
Number of <u>tools, information and/or resources</u> for rural economic development	
Number of barriers to economic development overcome	
Other measures	
Other measures:	

Section 2. Changes (variances) from Original Plan

Project (please describe any changes in the design of the project and its objectives and why they were necessary).

Budget (please describe any changes that were made in the project budget and rationale).

Schedule (please describe any significant changes in the schedule of the projects and why they were necessary).

Section 3. Final Financial Report

Provide a final Financial Report showing all sources and uses of Project funds. This Financial Report must be accompanied by a Declaration signed by all Recipients, as set out in Schedule "E". Sources and uses of funds should be compared against those planned.

Section 4. Other Information

Please provide any other information which demonstrates the success of the project and its impact on other stakeholders, rural communities and the Province of Ontario.

Section 5. Confidentiality and Signature

Confidentiality

Information submitted in this report to the Province of Ontario will be subject to the *Freedom of Information and Protection of Privacy Act*. **Any information submitted in confidence should be clearly marked "CONFIDENTIAL" by the recipients.** Inquiries about confidentiality should be directed to the Rural Community Development Branch.

Name (Please print):

Signature:

Date:

