

Please submit the completed Application for Funding, along with all required supporting documentation, to:

Carol Law  
Culture Programs Advisor  
Ministry of Tourism and Culture  
Programs and Services Branch  
400 University Avenue, 4<sup>th</sup> Floor  
Toronto ON M7A 2R9  
Email: [MTF-FMT@ontario.ca](mailto:MTF-FMT@ontario.ca)

**Ministry Use Only**  
(Stamp date received)

CIMS File #

### Instructions

To complete this form electronically, please enter data in shaded areas. The Application for Funding and the Project Budget Form are integral parts of the application, and must be completed and submitted with all required supporting documents. Please sign the Application for Funding prior to submission. If you are submitting your application package electronically, please remember to forward, by mail to the address above, the original signed Statement by Lead Applicant section of your Application for Funding.

Section A - Applicant Information			
Legal Name of Organization (per incorporation documents)			
Usual Operating Name (if different from above)			
Address			
City/Town		Postal Code	
Mailing Address (if different from above)			
City/Town		Postal Code	
Website Address			
Contact Person for Official Correspondence			
Position/Title			
Telephone No. (including area code)	Fax No. (including area code)	E-Mail Address	
Contact Person for Project (if different from above)			
Position/Title			
Telephone No. (including area code)	Fax No. (including area code)	E-Mail Address	
Official Language for Correspondence ( <b>check one only</b> )			
In which official language do you wish to communicate? <input type="checkbox"/> English <input type="checkbox"/> French			
Type of Organization ( <b>check one only</b> )			
<input type="checkbox"/> Community Museum <input type="checkbox"/> Public Art Gallery <input type="checkbox"/> Community Archives <input type="checkbox"/> Provincial Heritage Service Organization			

## Section B - Project Summary

**Name of Project**

### Project Description

Provide a brief summary of your project, to a maximum of 250 words. If your application is successful, this information may be used on the Ministry's website.

**Project Start Date** (yyyy/mm/dd)

**Project End Date** (yyyy/mm/dd)

**Total Cost of Project**

**Total Funding Requested**

### Which strategic priority (or priorities) of the Museums and Technology Fund does your project address?

- Using digital technology to engage Ontarians in new ways.
- Improving digital technology infrastructure and/or developing digital technological skills in the museum/heritage sector.
- Digitizing heritage collections to give Ontarians better access to their history and heritage.
- Helping eligible organizations to use technology to meet collection, research, program, education, stewardship and promotional needs.
- Helping eligible organizations to attract new audiences through the use of technology.
- Helping eligible organizations to generate revenue through the use of technology.

### Which of the following outcomes will your project support? (minimum of 2 outcomes must be selected)

- Community arts and heritage stories will be more accessible to Ontarians.
- Community arts and heritage organizations will gain more recognition.
- Improved capacity to use technology to enhance or support collections-based arts and heritage organizations.
- New partnerships or strategic alliances will be formed, and the partners will be actively involved in the project.
- New or better educational opportunities for students and life-long learners will be offered.

## Section C - Project Detail

For some of the answers, if additional information is contained in an annexed document, please indicate the document title and page number in the appropriate answer box. Please limit your responses to no more than 6 pages for this section.

### Relevance of Project

Explain why your organization needs to undertake this project. Describe how the nature of the project was decided, and why it is a priority for your organization. Describe how this project supports the vision of the Ministry of Tourism and Culture, and how it is aligned with at least one of the strategic priorities of the Museums and Technology Fund.

### Impact of the Project

Outline the project activities, including a timeline, and describe the human and material resources that will be dedicated to each activity. Describe how your project demonstrates innovation and creativity in the use of technology. Where partners will be involved in the project, list them and their contributions to the project. Identify the target audiences for the project and the expected impact of the project on the arts and heritage sector at a regional or provincial level.

### Results and Measurements

Describe your evaluation strategy for measuring the success of your project – identify all anticipated outputs, and quantitative and qualitative performance measures. Describe how the project will meet at least two of the expected outcomes of the Museums and

**Financial Feasibility of the Project**

Complete the Project Financial Statement in Section D. Provide any explanatory notes in the space below, and attach all required quotes to the application.

**Organizational Capacity**

Briefly outline the governance and management of your organization, its mission and mandate, and key museological activities and/or services. Please attach your financial statements for the last completed fiscal year, and outline any significant changes since then.

**Statement by Lead Applicant**

On behalf of, and with the authority of the Applicant, I/we certify that:

- a) the information given in support of this application for a grant is true, correct and complete in every respect;
- b) the Applicant has read, understood and agrees to abide by the Program Guidelines and Terms and Conditions governing the grant outlined therein (attached to this Application) and in subsequent correspondence from the Ministry of Tourism and Culture;
- c) the Applicant is aware that the information contained herein can be used for the assessment of grant eligibility and for statistical reporting;
- d) the Applicant understands that any information contained in this application or submitted to the Ministry in relation to its application or the grant, if one is awarded, is subject to disclosure under the provincial *Freedom of Information and Protection of Privacy Act*;
- e) the Applicant accepts sole responsibility for the expenditure of the grant; and
- f) the Applicant has read and understands the Application for Funding.

**Authorized Signing Officer (for Applicant)**

Name (print)	Position or Title	Signature	Date (yyyy/mm/dd)
Name of Organization			

**Authorized Signing Officer (for Applicant)**

Name (print)	Position or Title	Signature	Date (yyyy/mm/dd)
Name of Organization			

## Section D - Project Financial Statement

- Outline all project costs and revenue sources. Total Expenditures **must equal** Total Revenues.
- If more space is required, please attach a separate statement.
- Indicate any project component(s) which will receive support from other Ontario government ministries, and other levels of government.
- Include the value of all donated services and materials, and the basis on which value is calculated.
- Attach copies of all written estimates or quotations for project expenses costing \$5,000 or more.

Project Costs		Funding Sources			
	\$ Amount		\$ Amount	Confirmed	Anticipated
<b>Cash expenditures (specify below):</b>		<b>Applicant funding (specify below):</b>			
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
		<b>Other non-government sources of funding (specify below):</b>			
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
		<b>Government funding:</b>			
		<b>Museums and Technology Fund</b>		<input type="checkbox"/>	<input type="checkbox"/>
		Ministry of Tourism and Culture (other)		<input type="checkbox"/>	<input type="checkbox"/>
		Federal		<input type="checkbox"/>	<input type="checkbox"/>
		Provincial (other Ministries)		<input type="checkbox"/>	<input type="checkbox"/>
		Municipal		<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
<b>Donated services and materials</b>		<b>Sources of donated services and materials</b>			
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>
<b>Total Expenditures</b>		<b>Total Revenues</b>			

If the project involves the rental or purchase of goods or services, please confirm that:

- (a) a competitive pricing/tendering process will be followed:  Yes  No (please provide a written explanation below)
- (b) the lowest price(s) will be used:  Yes  No (please provide a written explanation below)

**Explanation** (please attach a separate statement if additional space is required):

# Museums and Technology Fund

## Terms and Conditions

All grants awarded by the Ministry of Tourism and Culture are governed by terms and conditions.

The general terms and conditions governing grants awarded under the **Museums and Technology Fund** program are contained in this application form. By signing the application form and submitting it to the Ministry, the Applicant is agreeing with the Ministry to be bound by these terms and conditions if a grant is awarded.

In addition to these general terms and conditions the Ministry may specify other terms and conditions which will be contained in subsequent correspondence from the Ministry. The Applicant will be asked to agree to those terms and conditions by signing and returning that correspondence to the Ministry. Once the Applicant signs that correspondence and returns it to the Ministry, the terms and conditions contained in that correspondence will form part of the Applicant's agreement with the Ministry. The Ministry will not disburse Funding to the Applicant until the Applicant signs and submits to the Ministry both this application and any subsequent correspondence containing any additional terms and conditions.

All grant applications submitted to the Ministry are subject to the access-to-information provisions of the *Freedom of Information and Protection of Privacy Act* (the "Act"). The Act provides all persons with a legal right of access to information in the custody and/or control of the Ministry, subject to a limited set of exemptions. One such exemption is information that reveals a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence, where disclosure could reasonably be expected to result in certain harms.

If an Applicant believes that any of the information it submits in connection with its grant application, grant, if any, or pursuant to the Terms and Conditions reveals any trade secret or scientific, technical, commercial, financial or labour relations information belonging to it and wishes to protect the confidentiality of such information, the Applicant should clearly mark the information "confidential". Marking the information "confidential" does not mean that the information will not be released if and as required under the Act. Rather, if the Ministry receives a request for access to that information, marked "confidential", the Ministry will contact the Applicant so that it may, if it wishes, make representations concerning release of the requested information.

The Applicant is advised that the names and addresses of grant recipients, the amount of grant awards, and the purpose for which the grants are awarded is information the Ministry makes available to the public. See Article 39.

Copies of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, chapter F.31, as amended, are available from Publications Ontario at 777 Bay Street, Toronto ON M5G 2C8, telephone 416 585-7485 or 1 800 668-9938. The Act is also Internet accessible at:

<http://www.ipc.on.ca/index.asp?navid=73>.

### 1. Definitions

When used in these Terms and Conditions, the following terms will have the meanings ascribed to them below:

**"Additional Conditions"** means the terms and conditions referred to in Article 15;

**"Application"** means this application form and the information provided by the Recipient herein;

**"Approval Letter"** means the letter sent by the Minister of Tourism and Culture which confirms that the Recipient will receive Funding and sets out the amount of Funding which the Recipient may receive;

**"Budget"** means the Project budget set out in this application;

**"Claims"** means any and all liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings;

**"Fiscal Year"** means: in the case of the first Fiscal Year, the period commencing on the date of this Agreement and ending on first day that is March 31 following the date of this Agreement; and in the case of Fiscal Years after the first Fiscal Year, the period commencing on the date that is April 1 following the end of the previous Fiscal Year and ending on the following March 31;

**"Funding"** means the funds provided to the Recipient by the Ministry;

**"Heritage Organization"** means an incorporated heritage organization;

**"Maximum Funding"** means the maximum amount of the Funding to be provided as set out in the Approval Letter;

**"Ministry"** Her Majesty the Queen in right of Ontario as represented means the Ministry of Tourism and Culture;

**"Political Activity"** means a political activity that is not a permitted ancillary non-partisan political activity of a registered charity under the *Income Tax Act (Canada)*, including without limitation the support of, or opposition to, a political party or a candidate for public office;

**"Project"** means the project for which Funding is awarded to the Recipient under the Museums and Technology Fund program;

**"Recipient"** means the Applicant which has been awarded Funding and which has agreed to be bound by the Terms and Conditions;

**"Terms and Conditions"** means the terms and conditions set out in this Application and any terms and conditions set out in subsequent correspondence from the Minister or Ministry.

### 2. Term and Notice

These Terms and Conditions shall be in effect for **one (1) year** from the date of the Approval Letter ("**Term**") unless terminated earlier pursuant to either Article 11 or 12 of these Terms and Conditions.

Any notice or communication required or permitted to be given under these Terms and Conditions will be:

- a. in writing;
- b. delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
- c. addressed to the applicant or the Ministry of Tourism and Culture, Culture Programs and Services Branch, as appropriate.

All notices will be effective at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Ministry is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Ministry is normally open for business.

## Terms and Conditions, continued

### 3. Condition Precedent

It is a condition precedent to the receipt by the Recipient of Funding under these Terms and Conditions that the Ministry is satisfied with the performance of the Recipient under any previous or concurrent grant agreement or terms and conditions with the Ministry. This condition is inserted for the benefit of the Ministry and may be waived at its option. Upon fulfilment or waiver of the condition, the Terms and Conditions shall be in force or binding on the Recipient and the Ministry.

### 4. Funding and Budget

4.1 The Ministry shall provide Funding up to the Maximum Funding. The Ministry shall disburse the Funding to the Recipient at its discretion.

4.2 Despite section 4.1 above, the Ministry:

- a. in its sole discretion, may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year during which the Terms and Conditions are in effect based upon the Ministry's assessment of the reports provided to the Ministry pursuant to Article 16 of these Terms and Conditions;
- b. shall not provide any Funding to the Recipient until the insurance requirements described in Article 24 have been met.
- c. shall not provide Funding instalments unless it is satisfied with the progress of the Project.

4.3 The Recipient will only use the Funding for the purpose of carrying out the Project and will expend the Funding only in accordance with the Budget. The Recipient will not make any changes to the Budget (including re-allocating any part of the Funding to a different Fiscal Year) without the prior written consent of the Ministry.

4.4 Despite section 4.3 above, the Recipient shall be entitled to move Funding equalling up to ten percent (10%) of the allocation in one line within a budget category to another line within the same budget category.

### 5. Project

5.1 Unless otherwise permitted by the Ministry in writing, the Recipient shall:

- a. use the Funding to complete the Project described in the Application for a Funding;
- b. commence and carry out the Project according to the time lines contained in the Application for a Funding; and
- c. complete the Project by the Completion Date.

5.2 The Recipient shall not make any changes to the Project or the time lines without the prior written approval of the Ministry.

5.3 The Recipient will 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. The Ministry is not responsible in any way for the carrying out of the Project.

### 6. Representations, Warranties and Governance

6.1 The Recipient represents warrants and covenants that:

- a. it is, and shall continue to be for the Term, a validly existing legal entity with full power to fulfill its obligations under the Application and these Terms and Conditions;
- b. it has the experience and expertise necessary to carry out the Project; and
- c. all information (including information relating to any eligibility requirements for Funding) the Recipient provided to the Ministry in support of its request for funding was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the Term, in every respect except as set out to the contrary in these Terms and Conditions.

6.2 The Recipient represents and warrants that:

- a. it has the full power and authority to enter into these Terms and Conditions; and
- b. it has taken all necessary actions to authorize the execution of this Agreement.

6.3 The Recipient represents, warrants and covenants that it has

- a. established, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:
  - i. establish decision-making mechanisms;
  - ii. provide for the prudent and effective management of the Funding;
  - iii. establish procedures to enable the successful completion of the Project; and
  - iv. establish procedures to enable the preparation and delivery of all reports required pursuant to Article 16.

6.4 Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 6.

### 7. Holding of Funding

7.1 Until it is used in accordance with these Terms and Conditions, the Funding will be placed in an account that:

- a. resides at a Canadian financial institution; and
- b. is in the name of the Recipient.

7.2 If the Ministry flows the Funding to the Recipient prior to the Recipient's immediate need for the Funding the Recipient shall place the Funding in an interest bearing account.

7.3 If the Recipient earns any interest on the Funding:

- a. the Ministry may deduct the interest amount from any further Funding instalments; and/or
- b. the Recipient shall pay any interest to the Ministry as directed by the Ministry.

### 8. Assignment of Application or Funding

The Applicant/Recipient shall not assign this Application or the Funding or part thereof to another entity without the prior written consent of the Ministry. These Terms and Conditions will ensure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

## Terms and Conditions, continued

### 9. Disposal of Assets

The Recipient shall not, without the prior written consent of the Ministry, sell, lease or otherwise dispose of assets purchased with the Funding where the cost of those assets exceeds \$5,000.00.

### 10. Unused Funding

The Recipient agrees that any part of the Funding which has not been used and accounted for by the Recipient by the time the Terms and Conditions expire shall belong to the Ministry and shall be used only for the purposes agreed upon by the Ministry or shall be returned to the Ministry immediately on the written request of the Ministry.

### 11. Termination by Ministry for Convenience

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 the Terms and Conditions or at law or in equity, terminate the Terms and Conditions at any time, for any reason, upon giving at least 30 days notice to the Recipient.

### 12. Termination and Corrective Action

12.1 The Ministry may terminate the Terms and Conditions immediately upon giving notice to the Recipient if:

- a. in the opinion of the Ministry:
  - i. the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Ministry;
  - ii. the Recipient breaches any term or condition of the Terms and Conditions;
  - iii. the Recipient is unable to complete the Project or is likely to discontinue it;
  - iv. it is not reasonable for any reason for the Recipient to complete the Project;
- b. the nature of the Recipient's business, or its corporate status, changes so that it no longer meets any applicable eligibility requirements under which the Ministry is providing the Funding;
- c. the 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. the Recipient ceases to carry on business;
- e. the Recipient uses Funding funds or any part of it for Political Activity.

12.2 If the Ministry considers that it is appropriate to allow the Recipient the opportunity to remedy the breach of these Terms and Conditions, the Ministry may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice

- a. of the particulars of the breach;
- b. of the period of time within which the Recipient is required to remedy the breach;
- c. that the Ministry will terminate the Terms and Conditions:
  - i. at the end of the notice period provided for in the notice if the Recipient fails 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 Recipient cannot completely remedy the breach within that time or such further period of time as the Ministry considers reasonable, or if the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry.

12.3 If the Ministry has provided the Recipient with an opportunity to remedy the breach, and

- a. the Recipient does not remedy the breach within the time period specified in the notice;
- b. it becomes apparent to the Ministry that the Recipient 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 Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Ministry;

The Ministry shall have the right to immediately terminate the Terms and Conditions by giving notice of termination to the Recipient.

12.4 Despite the Ministry's right to terminate this Agreement pursuant to s. 12.1, the Ministry may, in addition to and in the alternative to s. 12.2, choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Ministry determines, to ensure the successful completion of the Project in accordance with these Terms and Conditions.

12.5 In the event of termination under this Article, 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 applies.

### 13. Funding Upon Termination

If the Terms and Conditions are terminated by the Ministry pursuant to Article 11 or Article 37, the Ministry may:

- a. cancel all further Funding instalments; and/or
- b. demand the repayment of any Funding (including any interest) remaining in the possession or under the control of the Recipient that are not required by the Recipient;

and the Ministry will determine the Recipient's reasonable costs to terminate the Project (if such action is necessary) and allow the Recipient to set-off such costs against the amount owing by the Recipient to the Ministry. In no event will the Ministry be responsible for any amount by which the costs exceed the amount owing.

If the Terms and Conditions are terminated by the Ministry pursuant to Article 12, the Ministry may:

- a. cancel all further Funding instalments; and/or
- b. demand the repayment of any Funding funds (including any interest) remaining in the possession or under the control of the Recipient.



## Terms and Conditions, continued

### 14. Repayment of Funding by Recipient

If the Ministry demands the repayment of any part of the Funding funds pursuant to the Terms and Conditions the amount demanded shall be deemed to be a debt due and owing to the Ministry and the Recipient shall pay the amount to the Ministry immediately unless the Ministry directs otherwise. The Ministry reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the Province of Ontario on accounts receivable. The Recipient shall repay the amount demanded by cheque payable to the "Minister of Finance, Ontario" and mailed to the Ministry of Tourism and Culture to the attention of the Culture Programs Advisor as provided for on page 1 of the Application. The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time these Terms expire or are terminated will be used only for the purposes agreed upon by the Ministry or will be returned to the Ministry immediately on the written request of the Ministry.

### 15. Further Conditions

The Recipient will comply with any Additional Conditions. The Ministry shall be entitled, at any time, to impose such additional terms or conditions on the use of the Funding which it, in its sole discretion, considers appropriate for the proper management and expenditure of the Funding 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 the Terms and Conditions.

### 16. Reports

The Recipient shall submit interim progress reports to the Ministry upon request. Within **three (3) months** of completing the Project the Recipient shall submit a final report to the Ministry. All interim and final progress reports shall be in a form satisfactory to the Ministry and shall include all details requested by the Ministry. The Recipient shall provide with the final report copies of all materials, products or resources developed by the Project. Interim and final reports shall be signed by an officer of the Applicant/Recipient authorized to sign for and bind the Recipient.

Within **three (3) months** of completing the Project, the Recipient shall submit a final report:

- a. providing details of how the Ministry's support has been acknowledged;
- b. including a final unaudited statement which accounts for Project revenue and expenditures, including in-kind goods and services;
- c. indicating whether the objective of the Project was met;
- d. indicating how the success of the Project was measured;
- e. indicating the level of community participation and response;
- f. including copies of all invoices for items costing \$1,000 or more; and
- g. providing any other details requested by the Ministry.

Upon request, the Recipient shall submit a final audited financial statement to the Ministry, in addition to the final report, within the time period stipulated by the Ministry. If audited statements are not normally prepared by the Recipient; the Ministry may request a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient.

### 17. Acknowledgement

The Recipient acknowledges that the Ministry may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

The Recipient agrees to acknowledge the support of the Ministry and the Government of Ontario,

- a. by displaying
  - i. the following words: **The support of the Government of Ontario, through the Ministry of Tourism and Culture, is acknowledged,** (the "Acknowledgement") and
  - ii. the Province of Ontario Trillium logo (the "Ontario Logo"), word mark (the "Ontario Word Mark"), as directed by the Ministry on approval of the Project,

in all copies of interim or final reports produced for the Project or with the Funding or under the Terms and Conditions and in all advertising and publicity relating to the Project and in any construction site signs and permanent tributes to donors displayed on the site;

- b. by displaying the Ontario Logo or Ontario Word Mark, as the case may be, in colour wherever and whenever it is financially feasible to do so;
- c. by displaying the Acknowledgement and the Ontario Logo or Ontario Word Mark, as the case may be, prominently;
- d. the Recipient will not make any public announcement, news release, advertising or other form of publicity regarding this Project or the Funding received until permission to do so is received from the Ministry; and
- e. will advise the Ministry in writing of any public communication, interview, media event, report or presentation that is expected to refer to the Project and provide the opportunity for the Ministry to be present where appropriate. The Recipient will provide the Ministry with a minimum of ten (10) business days prior written notice of such events, or as soon as the Recipient is aware of such events.

### 18. Disclaimer

The Recipient shall prominently display the following disclaimer in all reports and materials produced for the Project or with the Funding or under the Terms and Conditions:

The views expressed herein are those of  
and do not necessarily reflect those of the Programs and Services Branch, the Ministry of Tourism and Culture, or the Government of Ontario.

### 19. Accounting and Audit

19.1 The Recipient shall keep and maintain all records, invoices, valid Certificates of Insurance and other documents relating to the Funding, including all documents substantiating its competitive purchasing, in a manner consistent with generally accepted accounting principles, as set out by the Canadian Institute of Chartered Accountants and its Handbook, and in accordance with generally accepted bookkeeping practices, and shall maintain such records and keep them available for review by the Ministry and its agents for a period of seven (7) years from the date of the expiry or termination of these terms.

19.2 The Recipient will maintain all non-financial documents and records relating to the 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.

## Terms and Conditions, continued

19.3 The Recipient authorizes the Ministry and its agents upon 24 hours' notice to the Recipient and during normal business hours:

- a. to visit the Recipient's premises to review the status and manner of operation of the Project;
- b. to inspect and copy any financial records, invoices and documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project;
- c. to inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project, except that, where such records relate to a third party served by the Project, the Ministry will obtain the consent of the third person before inspecting or copying such records; and
- d. to conduct a full or partial audit or investigation of the Recipient in respect of the Project.

19.4 To assist the Ministry in the task described in this Article, the Recipient agrees to provide any additional information reasonably required by the Ministry.

19.5 The purposes for which the Ministry may exercise its rights under this Article include:

- a. determining for what items and purposes the Recipient expended the Funding;
- b. determining whether, and to what extent, the Recipient expended the Funding with due regard to economy and efficiency;
- c. determining whether the Recipient completed the Project effectively and in accordance with the Terms and Conditions.

19.6 For greater clarity, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9.1 of the *Auditor General Act* (Ontario).

### 20. Inspection

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

### 21. Competitive Purchasing of All Goods and Services

The Recipient shall acquire all goods and services through a competitive process that ensures the best value for funds expended. For goods and services the cost of which exceeds \$5,000.00, the Recipient shall obtain at least three written quotes unless:

- a. the expertise the Recipient is purchasing is specialized and is not readily available; or
- b. it is unreasonable for the Recipient to obtain three (3) quotes because the Recipient has already researched the market for another similar purchase and knows the market.

### 22. Conflict of Interest

22.1 The Recipient will carry out the Project and use the Funding in a manner that no person associated with the Project in any capacity will have a potential or actual conflict of interest.

22.2 For these purposes, a conflict of interest includes a situation in which the person associated with the Project and any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this Article shall prevent volunteers from receiving reasonable out-of-pocket expenses incurred in connection with the Project. The Recipient 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.

### 23. Indemnity

The Recipient will indemnify and hold harmless the Ministry from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of carrying out the Project under, or otherwise in connection with, these Terms. The Recipient further agrees to indemnify and hold harmless the Ministry for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Ministry, claimed or resulting from such Claims.

### 24. Insurance Requirements

The Recipient hereby agrees to put in effect and maintain insurance for the Term, 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 insurance that is appropriate for a prudent person in the business of the Recipient would maintain including, but not limited to, the following:

- a. commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence.

The policy is to include the following clauses:

- i. the Ministry of Tourism and Culture ("Her Majesty the Queen in right of Ontario, her Ministers, directors, officers, agents, appointees and employees") as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Project;
- ii. cross-liability clause;
- iii. contractual liability coverage; and
- iv. thirty (30) day written notice of cancellation, termination or material change.

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

### 25. Circumstances Beyond the Control of Either Party

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

## Terms and Conditions, continued

### 26. Waiver

A waiver of any failure to comply with any of the Terms and Conditions must be in writing and signed by the Recipient or by the Ministry, as the case may be, granting the waiver.

Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any other similar or different failure to comply, whether occurring prior thereto, at the same time or thereafter.

### 27. Ministry and Recipient Independent

The Ministry and the Recipient 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 the Ministry or the Recipient which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither the Ministry or the Recipient shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other to any other person or with respect to any other action of the Ministry or the Recipient.

### 28. Invalid and Unenforceable Provisions to be Severed

If any provision of the Terms and Conditions is found to be invalid or unenforceable, it shall be severed and the other provisions of the Terms and Conditions shall not be affected.

### 29. Two or More Applicants

Where two or more Applicants sign this application form, all Applicants shall be jointly and severally liable (each completely and individually liable) to the Ministry for the fulfillment of the obligations under the Terms and Conditions.

### 30. Time of Essence

Time will be of the essence in all respects. No extension of or waiver pursuant to these Terms will operate as a waiver of this provision.

### 31. Digital Projects

The Recipient shall make available to anyone in Ontario without charge all information and other material digitized from funding under the Museums and Technology Fund program.

### 32. Sustainability

The Recipient agrees to operate all aspects of the Project for the total period for which the Funding has been requested in the Application.

### 33. Intellectual Property

If the Project involves the creation of intellectual property, the Recipient agrees that the Ministry may from time to time direct the Recipient to grant to one or more third parties a gratuitous, non-commercial license to reproduce all or part of such intellectual property.

### 34. Governing Law

These Terms and the rights, obligations and relations of the parties to these terms will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of Ontario and all courts competent to hear appeals therefrom.

### 35. Further Assurances and Consents

The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this project to its full extent. The Recipient acknowledges that the Ministry may impose conditions on any consent it provides pursuant to these Terms and Conditions.

### 36. Interpretative Value of Agreement Documents

In the event of any conflict or inconsistency between any part of this Application and these Terms and Conditions, these Terms and Conditions will prevail over any other part of this Application.

### 37. Appropriation

Despite any other provision of these Terms and Conditions, any payment by the Ministry for this project is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Ministry's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Ministry may:

- a. reduce the amount of the Funding and/or;
- b. in accordance with Article 13 terminate the Funding immediately upon giving notice to the Recipient.

### 38. Number and Gender

These Terms and Conditions will be read with all changes in gender or number as required by the context.

### 39. Freedom of Information and Protection of Privacy Act (FIPPA)

39.1 The Recipient acknowledges that the Ministry is bound by *FIPPA* and that any information provided to the Ministry in connection with these Terms and Conditions or the Application is subject to disclosure in accordance with the requirements of that *Act*.

39.2 The Recipient acknowledges that the Ministry may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

## Terms and Conditions, continued

### 40. Survival

Provisions of the following Articles of these Terms and Conditions shall survive for a period of seven (7) years from the date of expiry or termination of these Terms and Conditions:

Articles 7 (Holding of Funding),  
9 (Disposal of Assets),  
10 (Unused Funding),  
11 (Termination by Ministry for Convenience),  
12 (Termination and Corrective Action),  
13 (Funding Funding upon Termination),  
14 (Repayment of Funding by Recipient),  
16 (Reports),  
17 (Acknowledgement),  
18 (Disclaimer),  
19 (Accounting and Audit),  
20 (Inspection),  
23 (Indemnity),  
31 (Digital Projects),  
32 (Sustainability),  
33 (Intellectual Property),  
39 (FIPPA),  
40 (Survival).