# Regional Tourism Organization 7/COVID-19 Tourism Response Fund

# Project Contribution Agreement

(hereinafter known as the Agreement)

Dated at

# BETWEEN:

Regional Tourism Organization 7

P.O. Box 973

Thonbury, Ontario

N0H 2P0

# (hereinafter referred to as the “Corporation”)

**AND:**

RECIPIENT LEGAL NAME

XXXXX Street

XXXXXXXXXX, ON XXX XXX

(hereinafter referred to as the “Recipient”)

WHEREAS The Recipient has applied for a non-repayable contribution under the COVID-19 Tourism Response Fund Program (“**The Program**”), which provides funding to Grey County, Simcoe County, City of Barrie, City of Orillia businesses to support an efficient and effective recovery in the tourism sector from the negative impacts caused by the COVID-19 global pandemic .

AND WHEREAS Her Majesty the Queen in Right of Canada, as represented by the Minister responsible for the Federal Economic Development Agency for Southern Ontario. (“**The Ministry**” and/or **“Agency”)** has provided non-repayable contribution funds to Regional Tourism Organization 7 (“**RTO7**”) which will administer the Program.

AND WHEREAS RTO7 and the Recipient wish to set out in this Agreement their respective rights and obligations concerning the grant of funds.

NOW THEREFORE THIS AGREEMENT WITNESSESS that in consideration of the mutual promises and covenants contained in it, RTO7 and the Recipient agrees as follows:

In response to your application received XXXX XX, 2020**,** the Corporation offers to make a contribution of up to **$XXXX** (the “Contribution”) to the Recipient for the purposes described in Annex 1 – The Project Statement of Work (the “Project”), upon the following terms and conditions.

The approved proposal is contained in the following Annexes as described below, which form an integral part of this Agreement:

**Annex 1 – Statement of Work**

**Annex 2 – Project Costs**

**Annex 3 – Reports and Claims**

1. **TERMS OF THE AGREEMENT:**

This Agreement comes into force on the date the duplicate copy of the agreement, unconditionally accepted and duly executed by authorized representatives of the Recipient, is received by the Corporation (the “Effective Date”).

“Eligible Costs” means the reasonable and proper direct costs which are specified in Annex 2, which are incurred and paid by the Recipient in carrying out the Project activities described in Annex 1 of the Agreement within the Funding Period or prior to **XXXXXXXXX XX, 2021,** whichever comes first.

Subject to all other provisions of this Agreement, the Corporation will make a non-repayableperformance basedcontribution to the Recipient of $ **XXXX,** in support ofthe Eligible Costs of the Project.

The Project will commence on or after **June 1, 2020** and end on or before **March 31, 2021** (the “Funding Period”).

1. **CONDITIONS OF THIS AGREEMENT**

This Agreement is conditional on the receipt of the following documentation:

a) Copies of two pieces of personal identification for the Recipient’s authorized signing officer(s) (e.g. valid driver’s licence, passport)

1. **AMENDMENTS**

It is understood that any alteration, or amendment to the approved Project proposal or circumstance which will materially affect the objectives, activities or outcomes of the Project, or that will affect the total cost of the Project, require that the Agreement between the Corporation and the Recipient be re-negotiated.

1. **DEFAULT**

The Recipient shall inform the Corporation immediately should the Recipient be unable to meet any of the obligations of the Agreement for any reason. Should the Recipient fail to meet or satisfy any of the obligations of the Agreement, in the opinion of the Corporation, the Corporation reserves the right to withdraw this Agreement immediately, end its’ obligation to complete the Contribution and to recover any of the Contribution funds that have already been advanced to the Recipient but not yet utilized.

###### **TERMS OF PAYMENT**

The Corporation will pay the approved Contribution to the Recipient in respect of Eligible Costs incurred, on the basis of an itemized claim, which shall be:

1. submitted as per Annex 3; and,
2. certified by an officer of the Recipient or other person satisfactory to the Corporation; and,
3. inclusive of details of all costs in respect of which payment is claimed, and substantiating documentation which includes supplier invoices and proof of payment in the form of cancelled cheques and/or bank statements, electronic funds transfer statements or credit card statements.

The Corporation shall not disburse any portion of the Contribution in respect of costs for which the Recipient has entered into a legal commitment prior to **June 1, 2020.**

The payment of Contribution is set out in Annex 2 – Project Costs.

The Corporation’s Contributions shall be subject to a twenty per cent (20%) hold back until the Recipient has completed the Project to the satisfaction of the Corporation and/or until a satisfactory Final Report is received by the Corporation, which is to be completed and submitted to the Corporation within five (5) days of the Project end date.

The Recipient is required to advise the Corporation immediately if it receives any funding from any other source for eligible Project activities supported by the Contribution. The Corporation reserves the right to reduce its Contribution by all or by such portion of the additional revenue received by the Recipient as the Corporation may deem appropriate.

1. **ACCOUNTING AND AUDITING**

The Recipient shall maintain accurate books and records of the costs of the Project, including invoices and cancelled cheques/electronic fund transfer/reciepts for payments, etc. for a minimum period of 6 years after the date of completion of the Project. The Recipient acknowledges that the Corporation and the Agency and/or representatives of the Agency have the right to audit, or cause to have audited, the Recipient’s books, accounts and records and have a right of access to the Recipient’s premises, records, books and accounts relating to this Project and use of the Contribution for the Funding Period. The Recipient agrees to provide full access to the Corporation, the Agency and/or an authorized representative of the Agency for such purposes.

The Recipient shall release to the Corporation, upon request and in a timely manner, for the purpose of releasing to the Auditor General of Canada, all records held by the Recipient, or by agents or contractors of the Recipient, relating to this Agreement and the use of the Contribution and such further information and explanations as the Auditor General, or anyone acting on behalf of the Auditor General, may request relating to this Agreement or the use of the Contribution.

The Recipient shall assist the Corporation and/or the Agency in completing any evaluation of the outcomes and impacts that result from the Project including providing the Corporation and/or the Agency such data and information, without limitation, as the Corporation and/or the Agency may require and request and the Recipient shall participate fully in any inquiry undertaken by the Auditor General of Canada with respect to the use of the Contribution.

## **REPORTING**

The Recipient shall provide a final Project report and claim to the Corporation, and satisfactory to the Corporation in scope and detail, as defined in Annex 3.

1. **PROJECT ASSETS**

Any assets acquired, constructed, rehabilitated, or improved with the Contribution will not be sold or otherwise disposed of without the prior written approval of the Corporation for a period of up to two (2) years following the Project end date.

##### **PUBLIC ANNOUNCEMENTS AND COMMUNICATIONS:**

The Recipient consents to being contacted by the Corporation and the Agency in relation to success stories, announcements, ceremonies, and other communications activities and which specify that:

1. the Recipient acknowledges the Corporation and the Agency’s role in the funding provided through this Agreement;
2. the Recipient irrevocably consents to the Corporation posting and maintaining on its website information respecting the Recipient and the Project which information will include the Recipient’s name, a brief project description, and its location, the amount of the Contribution and the date of approval.
3. the Recipient consents to a public announcement of the Project by the Corporation or on behalf of the Agency in the form of a news release and/or event, and subsequent social media platform posts;
4. the Corporation shall inform the Recipient of the date the public announcement is to be made, and the Recipient shall maintain the confidentiality of this Agreement until that announcement has been made;
5. should an announcement event occur, the Recipient must consent to the participation of the Minister or the Minister’s representatives at an announcement event of the Eligible Project, and to have the event take place on a day mutually agreed upon by the Recipient and the Corporation; and
6. the Recipient agrees to display promotional material and/or signage provided by the Agency at the event.
7. **COMPLIANCE**

The Recipient warrants to the Corporation that it is in compliance with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient or the Project, or both, including without limitation, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection;

The Recipient warrants that if it has utilized any lobbyists, those lobbyists are registered in accordance with the *Lobbying Act* and that no contingency fee arrangement exists and no actual or potential conflict of interest exists.

The Recipient further warrants that any former public office holder who derives benefit from this Agreement will comply with the *Conflict of Interest Act* and the *Values and Ethics Code for the Public Sector*.

###### **ENVIRONMENT**

The Recipient warrants that any environmental issues or concerns related to the Project as known to the Recipient have been disclosed to the Corporation. The Recipient also warrants that Project activities, as required, are in compliance with all applicable legislation, including the Canadian Environmental Assessment Act and the Canadian Environmental Protection Act.

1. **Confidentiality**

Notwithstanding Section 9 of this Agreement, unless otherwise specified herein, the Parties shall keep confidential and shall not disclose the contents of this Agreement or the transactions contemplated hereby without the prior written consent of all the Parties.

The obligation to keep Confidential Information confidential will not apply to information which:

1. is already known at the time of disclosure to the Party to whom it is disclosed and that Party can prove by written records that it is already known;
2. is or becomes part of public domain without material breach of this Agreement by the Party seeking to rely on this exclusion;
3. is obtained from third parties which impose no related confidentiality obligations on the disclosing Party;
4. is authorized for release by the disclosing Party; or
5. is required to be disclosed by law or order of a court, governmental tribunal or governmental agency or in the case of the Corporation, by written agreement of the Corporation with the Government of Canada (or any of its Ministries or representatives including the Agency), but the Party subject to such requirement (other than the requirements specifically set out in this Agreement) will promptly notify the disclosing Party and give the disclosing Party a reasonable opportunity to seek a confidentiality order or the like.

###### **LIABILITY**

The Recipient shall hold the Corporation free from any and all losses, expenses, damages and claims arising from the activities covered by this Agreement.

The Recipient shall at all times indemnify and save harmless the Corporation and Her Majesty, their officers, officials, employees and agents, from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights) by whomsoever brought or prosecuted, or threatened to be brought or prosecuted, in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights, caused by, or arising directly or indirectly from:

* 1. the Project, the Recipient’s operations, conduct or any other aspect thereof;
  2. the performance or non-performance of this Agreement, or the breach or failure to comply with any term, condition, representation or warranty of this Agreement by the Recipient, its officers, employees and agents, or by a third party or its officers, employees, or agents;
  3. the design, construction, operation, maintenance and repair of any part of the Project; and
  4. any omission or other willful or negligent act or delay of the Recipient or a third party and their respective employees, officers, or agents, except to the extent to which such claims and demands, losses, costs, damages, actions, suits, or other proceedings relate to the negligent act or omission of an officer, official, employee, or agent of the Corporation and Her Majesty, in the performance of his or her duties.

The Minister or the Corporation shall have no liability under this Agreement, except for payments of the Contribution, in accordance with and subject to the provisions of this Agreement. Without limiting the generality of the foregoing, the Minister or the Corporation shall not be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Recipient.

The Recipient understands and agrees that it shall be responsible for any loan, capital or operating lease or other long-term obligation the Recipient enters into in relation to the Project for which the Contribution is provided.

The Recipient understands and agrees that it shall be responsible for its compliance with all applicable Federal, Provincial and Municipal laws and regulations in respect of the Recipient's project, including but not limited to compliance with the Personal Information Protection and Electronic Documents Act ("PIPEDA"). The Recipient agrees to release and indemnify the Corporation, its employees, volunteers, representatives, directors, officers, partners, subcontractors, independent contractors and agents from any and all claims, demands, actions or causes of action that may arise out of, or be related to, the Recipient's participation in the Project or non-compliance with Federal, Provincial and Municipal laws and regulations applicable to the Project.

1. **ACCEPTANCE**

The Recipient acknowledges that financial assistance from government programs may have tax implications for its organization and that advice should be obtained from a qualified tax professional.

This Agreement is binding upon the Parties and their successors and permitted assigns.

The Recipient agrees that unless the Corporation receives a duly executed duplicate copy of this agreement within fifteen (15) calendar days of the Effective Date, this Agreement is revocable at the discretion of the Corporation.

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The remainder of the page left intentionally blank, signature page follows.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement through authorized representatives.

|  |  |  |
| --- | --- | --- |
| ON BEHALF OF THE CORPORATION: | ) | ON BEHALF OF THE RECIPIENT: |
|  | ) |  |
|  | ) |  |
|  | ) |  |
|  | ) |  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | ) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| SIGNING AUTHORITY NAME, TITLE | ) | SIGNING AUTHORITY NAME, TITLE |
| FUNDING ORGANIZATION NAME | ) | RECIPIENT FULL LEGAL NAME |

ANNEX 1: PROJECT STATEMENT OF WORK

GENERAL

|  |  |
| --- | --- |
| **Recipient:** | RECPIENT NAME |
| **Recipient Type:** | FOR PROFIT OR NOT-FOR PROFIT |
| **Recipient Description:** | SHORT DESCRIPTION OF ORGANIZATION |
| **Project Location(s):** | PROJECT LOCATION |
| **Project Start Date:** | MONTH/DAY/YEAR (Typically DATE of APPLICATION) |
| **Project End Date:** | MONTH/DAY/YEAR (corporation determines NOT Later than Jan 31/22) |

PROJECT DESCRIPTION:

DESCRIPTION OF PROJECT AND ACTIVITIES TO BE UNDERTAKEN

ECONOMIC BENEFITS – PROJECT OUTCOMES

|  |  |
| --- | --- |
| **Performance metric #1:** |  |
| **Performance metric #2:** |  |
| **Performance metric #3:** |  |

ANNEX 2: PROJECT COSTS

|  |  |  |  |
| --- | --- | --- | --- |
| **ELIGIBLE COSTS** | | **FUNDING** | |
| **XXX** | **$XX** | Corporation Contribution : | **$ X,XXX** |
| **XXX** |  |  |  |
| **XXX** | **$XX** | Recipient Contribution (if any): | **$ 0** |
| **XXX** | **$XX** |  |  |
| **XXX** | **$XX** |  |  |
| **XXX** | **$XX** |  |  |
| **XXX** | **$XX** |  |  |
| **Total Eligible Costs:** | **$ X,XXX** | **Total Funding:** | **$X,XXX** |
|  | | **The Contribution:** | **$ X,000** |

The Corporation will make a non-repayable contribution to the Recipient to support the Recipient’s Eligible Costs to a maximum of XXXXXX dollars ($X,000). The contribution, (inclusive of advances), is subject to supporting claims detailing approved eligible costs. The Recipient agrees to submit a claim, with supporting documents to the Corporation during the Term of the Agreement but no later than fifteen (15) days prior to the project end date, showing that it has incurred Eligible Costs in carrying out the Project **of no less than** XXX dollars ($X,000).

The Corporation’s contribution will be subject to a 20% hold back until the applicant has completed the project, met all project requirements as laid out in the Project Contribution Agreement and/or until funding claims and final report have been received to the satisfaction of the Corporation.

The Recipient will permit the Corporation reasonable access to the business and other premises to verify and audit costs claimed as part of the funding agreement.

ANNEX 3: REPORTS AND CLAIMS

|  |  |  |
| --- | --- | --- |
| **ITEM** | **DESCRIPTION** | **DUE** |
| CLAIM FORM | Itemized claim for Eligible Costs incurred by the Recipient to reconcile the funding advance (if received) and release of the remaining funding and hold back will include (but not limited to) the following information:   * Date of invoice * Name of supplier * Description of item or service purchased * Invoice number * Amount (excluding HST) * Payment reference (cheque #/EFT #/Reciept of payment #) * Any additional information requested by the Corporation, from time to time.   To substantiate claims, supplier invoices with proof of payment in the form of cancelled cheques or bank statements must accompany the claim. | Due fifteen (15) days prior to the end date of the Project. |
| **FINAL** PROGRESS REPORT | The Recipient will receive a fillable form for the Final Progress Report, the recipient will be required to report on (without being limited to) the following information:   * Confirmation of total cash investment into the Project * A list confirming all Project activity (milestones) successfully achieved by the Recipient during the duration of the Project * A narrative description of how the Project strengthened the Recipient’s position. * A list of new partnerships created as a result of the Project. * The number of Full Time Equivalent (FTE) jobs maintained/created and employees trained as a result of the Project. * Sales performance metrics including forward sales projections (one year). * Recipient’s rating of the Funding Initiative (satisfaction survey). * Any other metric requested by the Corporation. | Due within five (5) days of the Project end date noted in Annex 1.  Release of Hold Back is subject to receipt of a final report that meets the satisfaction of the Corporation. |