

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 Definitions

- 1.1 When used in this Agreement, the following terms will have the meanings ascribed to them below:
- (a) **"Additional Funding Requirements"** means the requirements referred to in paragraph 3.3(b) and as specified in Schedule "B";
 - (b) **"Additional Provisions"** means the terms and conditions referred to in section 10.1 and as specified in Schedule "B";
 - (c) **"Agreement"** means this agreement (including the cover and execution pages and all of the schedules) entered into between the Province and the Recipient and any instrument amending this agreement;
 - (d) **"BPSAA"** means the *Broader Public Sector Accountability Act, 2010* (Ontario), including any directives issued pursuant to that Act;
 - (e) **"Budget"** means the Initiative budget set out in Schedule "D";
 - (f) **"Effective Date"** means the date set out at the top of the first page of this Agreement;
 - (g) **"Expiration Date"** means the date on which this Agreement will expire and is the date set out in Schedule "B";
 - (h) **"Fiscal Year"** means:
 - (i) 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
 - (ii) 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;
 - (i) **"Funding"** means the funds provided to the Recipient by the Province pursuant to this Agreement and will be payable in lawful money of Canada;
 - (j) **"Force Majeure"** has the meaning ascribed to it in Article 27;
 - (k) **"Indemnified Parties"** means Her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees;
 - (l) **"Initiative"** means the activities to be carried out by the Recipient as more particularly described in Schedule "C";
 - (m) **"Maximum Funding"** means the maximum amount of the Funding to be provided as

set out in Schedule “B”;

- (n) “**Partnership**” means an agreement between the Recipient and one or more entities in connection with a specific project or in support of activities as outlined in Schedule C where the Recipient is the project lead and funding is received from the entity or entities;
- (o) “**Parties**” means the Province and the Recipient;
- (p) “**Party**” means either the Province or the Recipient;
- (q) “**Region**” means the geographic area described in Schedule “B”; and
- (r) “**Reports**” means the reports described in Schedule “E”.

2.0 Term of Agreement

- 2.1 The term of this Agreement will commence on the Effective Date and will expire on the Expiration Date unless terminated earlier pursuant to Article 16.0, 17.0 or 29.0.

3.0 Funding

- 3.1 The Province will provide Funding up to the Maximum Funding to the Recipient for the purpose of supporting the Initiative.
- 3.2 The Province will disburse the Funding according to the payment schedule provided in Schedule “B”.
- 3.3 Despite sections 3.1 and 3.2, the Province:
 - (a) may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year based upon the Province’s assessment of the reports provided to the Province pursuant to Article 11.0, including but not limited to the Partnership attestation;
 - (b) may adjust the amount of any further instalments of Funding if the Recipient has not spent all of the Funding allocated for a particular Fiscal Year;
 - (c) will not provide any Funding to the Recipient until the insurance requirements described in Article 14.0 have been met and any Additional Funding Requirements have been met; and
 - (d) shall not provide Funding instalments unless it is satisfied with the progress of the Initiative.
- 3.4 The Recipient acknowledges that the amount of Funding available to it pursuant to this Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.
- 3.5 The Recipient acknowledges that the Funding available to it pursuant to the Agreement shall not exceed the Maximum Funding.

4.0 Initiative

- 4.1 The Recipient will carry out the Initiative and will do so in compliance with the description set out in Schedule “C” and all federal, provincial or municipal laws or

regulations, or any orders, rules or by-laws related to any aspect of the Initiative.

- 4.2 The Recipient will not make any changes to the Initiative without the prior written consent of the Province.
- 4.3 The Recipient will carry out the Initiative in accordance with the timelines provided in Schedule "C".
- 4.4 Subject to the requirements of this section 4.4, the Province acknowledges that the Recipient may make adjustments to Schedule "C1" insofar as this schedule relates to the marketing plan. If the Recipient wishes to make adjustments to Schedule "C1" insofar as this schedule relates to the marketing plan the Recipient must provide the Province with a spring/summer/fall marketing campaign plan no later than June 30, 2013 AND a winter marketing campaign plan no later than October 1, 2013 . If the Province is satisfied, in its sole and absolute discretion, with the updated plans, the Province will communicate its satisfaction to the Recipient within 20 days of receipt and the approved plan will form part of Schedule "C1" of this Agreement from the date of such notice. Notwithstanding the foregoing, should the Province request that the Recipient enter into a formal amending agreement to evidence the updated plans, the Recipient shall do so. Should the Province not be satisfied, in its sole and absolute discretion, with the revised fall or winter marketing plan, the Province may rely on its remedies set out in Article 17.0.

5.0 Budget

- 5.1 The Recipient will only use the Funding for the purpose of carrying out the Initiative and will expend those funds only in accordance with the Budget.
- 5.2 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 Province.
- 5.3 Funding cannot be used towards any costs not directly associated with carrying out the Initiative.
- 5.4 The Recipient must provide the Province with detailed Schedules "C2" and "D2" for the April 1, 2014 to March 31, 2015 period by no later than January 15, 2014. The parties acknowledge that subject to the requirements of the approved Schedules "C2" and "D2", Schedules "B" and "E" may be amended as necessary. If the Province is satisfied, in its sole and absolute discretion, with the revised schedules, the Province will communicate its satisfaction to the Recipient within 30 days of receipt and the approved revised schedules will form part of this Agreement from the date of such notice. Notwithstanding the foregoing, should the Province request that the Recipient enter into a formal amending agreement to evidence the above-mentioned revisions, the Recipient shall do so. Should the Province not be satisfied, in its sole and absolute discretion, with the revised schedules, the Province may rely on its remedies set out in Article 17.0.

6.0 Holding of Funding

- 6.1 Until it is used in accordance with this Agreement, 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.
- 6.2 If the Province provides 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.
- 6.3 If the Recipient earns any interest on the Funding:
- (a) the Province may deduct the interest amount from any further Funding instalments; and/or
 - (b) the Recipient shall pay any interest to the Province as directed by the Province.

7.0 Tendering for Goods and Services and Disposal of Assets

- 7.1 The Recipient will manage the Initiative wisely and prudently achieving value for money. The Recipient will acquire all supplies, equipment and services, including any advertising-related services, purchased with the Funding through an appropriate competitive process. Subject to Article 36, where the purchase price exceeds \$5,000, the Recipient will, at a minimum, obtain at least three written quotes unless the Recipient can demonstrate that the supplies, equipment or services the Recipient is purchasing is specialised and is not readily available.
- 7.2 In carrying out a competitive process, the Recipient must:
- a) develop a clear description of the product/service which includes sufficient details concerning the requirements; and
 - b) apply consistent, transparent and objective evaluation criteria.
- 7.3 The Recipient will not without the Province's prior written consent sell, lease or otherwise dispose of any assets purchased with the Funding, the purchase price of which exceeds \$5,000.

8.0 Conflict of Interest

- 8.1 The Recipient will carry out the Initiative and use the Funding in a manner that no person associated with the Initiative in any capacity will have a potential or actual conflict of interest.
- 8.2 For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
 - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Initiative and the use of the Funding.

- 8.3 The Recipient shall:
- (a) disclose to the Province without delay any situation that may be reasonably interpreted as either an actual, potential, or perceived conflict of interest; and
 - (b) comply with any terms and conditions that the Province may prescribe as a result of disclosure.

9.0 Representations, Warranties and Governance

- 9.1 The Recipient represents warrants and covenants that:
- (a) it is, and shall continue to be for the term of this Agreement, a validly existing Not-for Profit legal entity with full power to fulfill its obligations under this Agreement;
 - (b) it has the experience and expertise necessary to carry out the Initiative; and
 - (c) all information (including information relating to any eligibility requirements for Funding) the Recipient provided to the Province 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 of this Agreement, in every respect except as set out to the contrary in this Agreement.
- 9.2 The Recipient represents and warrants that:
- (a) it has the full power and authority to enter into this Agreement; and
 - (b) it has taken all necessary actions to authorize the execution of this Agreement.
- 9.3 The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the period during which the Agreement is in effect:
- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
 - (b) procedures to ensure the ongoing effective functioning of the Recipient;
 - (c) decision making mechanisms;
 - (d) procedures to provide for the prudent and effective management of the Funds;
 - (e) procedures to enable the successful completion of the Initiative;
 - (f) procedures to enable the timely identification of risks to the completion of the Initiative and strategies to address the identified risks
 - (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 11; and
 - (h) procedures to deal with such matters as the Recipient considers necessary to ensure the Recipient carries out its obligations under the Agreement.
- 9.4 Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article.

10.0 Further Conditions

- 10.1 The Recipient will comply with any Additional Provisions.
- 10.2 The Recipient acknowledges that the Province may impose further terms and conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding and the carrying out and completion of

the Initiative.

11.0 Reporting, Accounting and Review

- 11.1 The Recipient will submit to the Province:
- (a) Progress reports and other reports in accordance with the timelines and content requirements as specified in Schedule "E"; and
 - (b) such other reports as the Province may require from time to time.
- 11.2 The Recipient will deliver all reports in a form (or following templates or guidelines) satisfactory to the Province, as may be communicated by the Province from time to time.
- 11.3 The Recipient will:
- (a) ensure that all Reports and other reports/materials are completed to the satisfaction of the Province: and
 - (b) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.
- 11.4 The Recipient:
- (a) will keep and maintain all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Initiative in a manner consistent with generally accepted accounting principles and clerical practices; and
 - (b) will keep and maintain all non-financial documents and records relating to the Funding or otherwise to the Initiative.
- 11.5 The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours' notice to the Recipient and during normal business hours enter upon the Recipient's premises to review the progress of the Initiative and the Recipient's expenditure of the Funding and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may;
- (a) inspect and copy the records and documents referred to in section 11.4: and
 - (b) conduct a full or partial audit or investigation of the Recipient in respect of the expenditure of the Funding and/or the Initiative.
- 11.6 To assist in respect of the rights set out in section 11.5, the Recipient shall disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province, and shall do so in a form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.
- 11.7. No provision of the Agreement shall be construed so as to give the Province any control whatsoever over the Recipient's records.

- 11.8. The Recipient will cooperate with the Province in respect of the exercise of the Province's rights set out in section 11.5, and the Recipient will provide any information in respect of the Funding or the Initiative that the Province may reasonably request.
- 11.9. For greater clarity, the Province'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).

12.0 Limitation of Liability

- 12.1 The Indemnified Parties will not be liable to the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors for any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Initiative or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

13.0 Indemnity

- 13.1 The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Initiative or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Province.

14.0 Insurance

- 14.1 The Recipient hereby agrees to put in effect and maintain insurance for the term of this Agreement, 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 Province 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, this Agreement;
 - (ii) cross-liability clause;
 - (iii) contractual liability coverage; and
 - (iv) thirty (30) day written notice of cancellation, termination or material change.
- 14.2 Upon request of the Province, the Recipient will provide the Province with a valid Certificate of Insurance that references the Initiative and confirms the above requirements. The Recipient will provide the Province with a copy of the policy and any renewal replacement certificates as may be necessary.

15.0 Credit

15.1 The Recipient:

- (a) will acknowledge, in a format approved by the Province, the support of the Province in all material including but not limited to print, electronic, television and radio related to the Initiative; and
- (b) where applicable, will include a statement in any materials related to the Initiative that the views expressed in such materials are the views of the Recipient and do not necessarily reflect those of the Province.

16.0 Termination for Convenience

- 16.1 The Province may terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days' notice to the Recipient.

17.0 Termination and Corrective Action

- 17.1 The Province may terminate this Agreement immediately upon giving notice to the Recipient if:

- (a) in the opinion of the Province:
 - (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Province;
 - (ii) the Recipient breaches any representation, warranty, covenant or other material term of this Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement: (a) carry out the Initiative; (b) use or spend the Funding; or (c) provide Reports or other such reports required by this Agreement or requested by the Province;
 - (iii) the Recipient is unable to complete the Initiative or is likely to discontinue it; or
 - (iv) it is not reasonable for any reason for the Recipient to complete the Initiative;
- (b) the nature of the Recipient's operations, organizational structure or its corporate status, changes so that it no longer meets any applicable eligibility requirements under which the Province 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;
- (d) the Recipient ceases to carry on business or operate; or
- (e) an event of Force Majeure that continues for a period of 60 days or more.

- 17.2 If the Province considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of this Agreement, the Province 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; and
- (c) that the Province will terminate this Agreement:

- (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 Province that the Recipient cannot completely remedy the breach within that time or such further period of time as the Province considers reasonable, or the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province.

17.3 If the Province 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 Province that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Province considers reasonable; or
- (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province,

the Province may immediately terminate this Agreement by giving notice of termination to the Recipient.

17.4 Despite the Province's right to terminate this Agreement pursuant to section 17.1, the Province may, in addition to and in the alternative to section 17.2, 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 Province determines, to ensure the successful completion of the Initiative in accordance with this Agreement.

17.5 The effective date of any termination under this Article will be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.

18.0 Funding Upon Termination

18.1 Upon termination of this Agreement pursuant to either Article 16.0 or 29.0, the Province 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;

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

18.2 Upon termination of this Agreement pursuant to Article 17.0, the Province may:

- (a) cancel all further Funding instalments; and/or
- (b) demand the repayment of the Funding in whole or in part (including any interest), or

an amount equal thereto.

19.0 Recipient's Repayment of Funds

- 19.1 If the Province demands the payment by the Recipient of any Funding or interest on the Funding pursuant to this Agreement, the amount demanded will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately unless the Province directs otherwise.
- 19.2 The Province may charge the Recipient interest on any amount owing by the Recipient at the then current interest rate charged by the province of Ontario on accounts receivable.
- 19.3 The Recipient will pay the amount demanded by cheque payable to the Minister of Finance, Ontario.
- 19.4 The Recipient agrees that any part of the Funding which has not been used or accounted for by the Recipient by the time this Agreement expires or is terminated will be used only for the purposes agreed upon by the Province or will be returned to the Province immediately on the written request of the Province.

20.0 Notices

- 20.1 Any notice or communication required or permitted to be given under this Agreement will be:
 - (a) in writing;
 - (b) delivered personally or by pre-paid courier, or sent by e-mail, facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
 - (c) addressed to the other party as provided in Schedule "B" or as either party will later designate to the other in writing.
- 20.2 All notices will be effective:
 - (a) at the time the delivery is made if the notice is delivered personally, by pre-paid courier, by e-mail or by facsimile; or
 - (b) seven (7) 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 Province is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Province is normally open for business.

21.0 Severability of Provisions

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

22.0 Amendment and Waiver

- 22.1 No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each party.

- 22.2 A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the party providing the waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

23.0 Independent Parties

- 23.1 The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will 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 will 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.

24.0 Assignment of Agreement or Funding

- 24.1 The Recipient will not assign this Agreement or the Funding or any part thereof without the prior written consent of the Province, which consent may be unreasonably and arbitrarily withheld.
- 24.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

25.0 Governing Law

- 25.1 This Agreement and the rights, obligations and relations of the parties to this Agreement 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.

26.0 Further Assurances and Consents

- 26.1 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.
- 26.2 The Recipient acknowledges that the Province may impose conditions on any consent it provides pursuant to this Agreement.

27.0 Circumstances Beyond the Control of Either Party

- 27.1 Subject to section 27.3, **Force Majeure** means an event that: (a) is beyond the reasonable control of a Party; and (b) makes a Party's performance of its obligations under this Agreement impossible, or so impractical as reasonably to be considered impossible in the circumstances.
- 27.2 Force Majeure includes: (a) infectious diseases, war, riots and civil disorder; (b) storm, flood, earthquake and other severely adverse weather conditions; (c) lawful act by a public authority; and (d) strikes, lockouts and other labour actions; if such events meet the test set out in section 27.1.
- 27.3 Force Majeure shall not include: (a) any event that is caused by the negligence or intentional action of a Party or such Party's agents or employees; or (b) any event that a diligent Party could reasonably have been expected to take into account at the time

of the execution of this Agreement and avoid or overcome in the carrying out of its obligations under this Agreement.

- 27.4 Subject to section 17.1(e), the failure of either Party to fulfil any of its obligations under this Agreement shall not be considered to be a breach of this Agreement to the extent that such failure to fulfil the obligation arose from an event of Force Majeure, if the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

28.0 Survival

- 28.1 Upon the expiration or termination of this Agreement, the provisions in Articles 6.0 (Holding of Funding), 11.0 (Reporting, Accounting and Review), 12.0 (Limitation of Liability), 13.0 (Indemnity), 15.0 (Credit), 18.0 (Funding upon Termination), 19.0 (Recipient's Repayment of Funds), 28.0 (Survival), 32.0 (FIPPA) and section 7.3 will survive.

29.0 Appropriation

- 29.1 If, pursuant to the provisions of the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
- (i) reduce the amount of the Funding and, in consultation with the Recipient, change the Initiative; or
 - (ii) terminate the Agreement pursuant to section 18.1.

30.0 Interpretative Value of Agreement Documents

- 30.1 In the event of any of conflict or inconsistency between any of the Schedules to this Agreement, Schedule "A" will prevail over any of the other Schedules.
- 30.2 The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

31.0 Counterparts

- 31.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement will be considered fully executed when all parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart. This Agreement may be executed and delivered by facsimile signatures and will be binding on all parties as if executed by original signature and delivered personally.

32.0 Freedom of Information and Protection of Privacy Act (FIPPA)

- 32.1 The Recipient acknowledges that the Province is bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.F. 31, as amended from time to time, and that any information provided to the Province in connection with this Agreement is subject to disclosure in accordance with the requirements of that Act.

33.0 Time of Essence

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

34.0 Number and Gender

34.1 This Agreement will be read with all changes in gender or number as required by the context.

35.0 Joint and Several

35.1 Where the Recipient is made up of two or more entities, each such entity will be jointly and severally liable (each completely and individually liable) to the Province for the fulfillment of the obligations of the Recipient under this Agreement.

36.0 BPSAA

36.1 For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of this Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

37.0 Failure to Comply with Other Agreements

37.1 If the Recipient:

- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funding for such period as the Province determines appropriate.

- END OF GENERAL TERMS AND CONDITIONS -