

Application for Funding under the Library Strategic Development Fund

Return Application to:

Gartly Wagner
 Library Programs Advisor
 Ministry of Culture
 Programs and Services Branch
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Inquiries:

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*Consideration of an application by the Ministry **does not guarantee funding**. Grants are dependent on the availability of funds.*

Application Information (Complete all parts)

Name of Applicant Organization

Address	City/Town	Postal Code
		ON

Telephone (incl. Area code, ext.)	FAX (incl. Area code)	E-mail Address

Library Web site URL (if applicable)

Contact Person	Telephone (incl. Area code, ext.)	FAX (incl. Area code)

Position/Title	E-mail Address

Technical Contact (if different from above)	Telephone (incl. Area code, ext.)	FAX (incl. Area code)

Position/Title	E-mail Address

Project Information

Title/Name

Start Date	Completion Date

Specific location of Project/facility

Additional Non-public Library Applicant Information (Not applicable to municipalities or other statutory organizations)

Type of Organization (e.g. community archives, art galleries, heritage organizations, etc.)

Date of formation	Are you a Non-profit Organization	Are you currently incorporated	Corporation No.
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	

Project Description

Library Strategic Development Fund

Please prepare a project proposal that answers the following questions. Ensure that you also consult the program guidelines.

- 1. Project purpose** What is the purpose of the project?
- 2. Needs** Why is the project needed? How was the project determined? Why is it a priority of your public library, incorporated public library organization or public library agency and its partners?
- 3. Province-wide library system** How will the project enhance the public library sector at the provincial and regional level?
- 4. Government priorities** The LSDF helps the public library community to address government priorities. These are: strong economy; education and training; health care and the environment.
- 5. Eligibility** The lead applicant must be a public library board established under the Public Libraries Act, a public library established by a First Nation that is funded under the Public Libraries Act, a public library established by a local services board that is funded under the Public Libraries Act, an incorporated Ontario public library organization representing or working on behalf of public libraries, or an Ontario Library Service agency.
- 6. Criteria** The completed funding application must clearly state why the project is needed, involve one applicant and one or more partners, and demonstrate:
 - Measurable benefits to the public library sector at a provincial or regional level; or be a model or pilot for the public library sector;
 - Clear links to delivery of Ministry Vision and at least one government priority;
 - Contribution to the achievement of a sustainable public library sector;
 - Innovation and creativity in the use of best practices and models;
 - Partner participation in the Project (see below);
 - Ability to fulfill clear project goals and objectives within the resources provided;
 - Project timelines and plans for monitoring results and tracking effectiveness;
 - Sufficient project resources, management capability and programming track record to carry out the project within an acceptable level of risk; and
 - Copyright requirements will be met for any publication or digital service or collection.Partners could include:
 - Public library boards, and public libraries established by First Nations and local services boards;
 - First Nations;
 - Municipalities;
 - Boards of Health;
 - Local Services Boards;
 - Not-for-profit organizations including museums, heritage organizations and cultural organizations or for-profit organizations;
 - Provincial Crown and cultural agencies;
 - Provincial organizations;
 - National organizations with Ontario representation.Lead applicants can include business partners in their projects.
- 7. Performance Measures** The project must demonstrate its contribution to the public library sector through two or more of the following:
 - Improved strategic planning or organizational management capabilities to enhance/support the public library sector;
 - New partnerships or strategic alliances and active project involvement by partners;
 - Increase in the number of jobs created in the public library sector;
 - Enhanced recognition for public libraries;
 - Enhanced recognition of public libraries contribution to community development;
 - Enhanced public library services;
 - Enhanced educational opportunities for students and life-long learners;
 - New and innovative tools, standards or models to strengthen and build capacity of the public library sector;
 - Plans to share project experience with the Ontario public library community for pilots, models and digital projects.
- 8. Evaluation** All qualified applications will be evaluated. Projects must meet the Criteria and address Performance Measures. Lead applicants must describe how this will be done in a detailed project description and complete the Ministry LSDF Program Application form. A public library peer evaluation team will review applications in comparison to the Criteria and Performance Measures and make recommendations to the Ministry.
- 9. Interim and Post Project Reports and Results Analysis** All clients who receive LSDF support must complete a Post Project Report (PPR) form including a financial reconciliation of the project and a report on results that includes a report on performance measures within three (3) months of the project completion.
Interim reports may be required for some projects.

Project Budget

Instructions for Completing the Project Financial Statement

Indicate the total financial value of your project and the revenues to support it in the financial statement on page 4. Indicate all project component(s).

Refer to the Program Guidelines for details on eligible costs. Please ensure that all information supplied in the project budget is accurate. The Project Budget constitutes an integral part of this Application, and the Ministry is relying on the information provided in it. Total Expenditures/Project Value **must** equal Total Revenue.

Project Financial Statement

Total Expenditures /Project Value

Identify how project costs have been calculated. **Include written quotations or estimates where required.** See “Competitive Purchasing of all Goods and Services” in the Terms and Conditions s. 21 of this Application.

Under eligible costs: Cite all expenditures on goods and services that the applicant intends to make to undertake the project, except those which are cited as ineligible below. Include the cost of hiring additional staff or the cost of extending staff hours specifically required to undertake the project.

Under ineligible costs: Cite all expenditures on goods and services related to the project that the applicant intends to make which are ineligible for LSDF funding. For example: hospitality, operating and capital costs, and the value of library volunteer hours.

Under donated services and materials: Indicate the value of any donations in goods and services that the applicant will receive from another organization to support the project (e.g. donated equipment).

Project Revenues

List all the sources of revenue and the amounts that will be received from each source to undertake the project. Where project revenues include donated services and materials, indicate the name of the organization that is providing them as a funding source, and cite their total value as the amount of revenue.

No increase in Ministry funding will be provided if project costs exceed the applicant's initial estimate. No project will receive more than \$50,000 in funding, irrespective of community size served or estimated project costs (e.g. a library in a community that serves 30,000 people is eligible to receive no more than \$50,000 in project funding, even if the library has eligible project costs of \$150,000). Projects may receive financial support from other Ontario government ministries, and other levels of government.

Communities with a population of 20,000 or under:

- are eligible to receive up to 80% of eligible project costs, and,
- the combined contribution from all levels of government may not exceed 80% of the total project costs.

Communities with a population over 20,000:

- are eligible to receive up to 50% of eligible project costs, and,
- the combined contribution from all levels of government may not exceed 75% of the total project costs.

Total Expenditures/Project Value must equal Total Revenue.

Project Financial Statement

Goods and Services List	\$ Amount	Funding		Confirmed ✓	Anticipated ✓
		Sources	\$ Amount		
Category A: Eligible Project Costs		Applicant Funding:			
		Project-related funding (e.g. workshop fees)			
		Corporate sponsorship			
		Other (please specify)			
Category B: Ineligible Costs					
Category C: Donated Services and Materials		Sources of Donated Services and Materials			
		Other Government funding:			
		Federal			
		Provincial (other than MCL)			
		Municipal			
		Requested MCL funding (must not exceed amount that applicant is eligible to receive)			
Total Expenditures/Project Value \$			Total Revenue \$		



Library Strategic Development Fund Principles

Publications describing Ministry programs are available from the appropriate office of the Ministry. Should you have any questions while preparing your submission you are encouraged to contact your Ministry consultant for assistance.

Library Strategic Development Fund Principles for a public library board established under the *Public Libraries Act*, a public library established by a First Nation that is funded under the *Public Libraries Act*, a public library established by a local services board that is funded under the *Public Libraries Act*, an incorporated Ontario public library organization representing or working on behalf of public libraries, or an Ontario Library Service agency:

Strategic Development Fund overriding objective

To encourage public, union, county and First Nations libraries and public libraries established by local services boards in Ontario to progress beyond their current level of achievement.

Program Principles

1. *Non-operating*

Strategic funding is not intended to cover or offset ongoing operations.

2. *Cost sharing*

Strategic funding is intended to support initiatives for which organizations have raised funds or other resources to support the project. The Ministry will provide only a share of the total costs of the project.

3. *Public benefit*

Projects are intended to benefit the general public either directly through access to/participation in the project, or indirectly through the impact of the project.

Guidelines and Instructions

1. Applications must be complete when submitted to the Ministry. Applications from incorporated Ontario public library organizations representing or working on behalf of public libraries must include audited financial statements if they are available.
2. Applications will be considered only if they are received before:
 - a. the event or activity occurs and any eligible costs associated with the projects are incurred; or
 - b. the items to be purchased are ordered.Under no circumstances will funding be considered after the project takes place.
3. Applicants are eligible to receive funding for one approved project per fiscal year.
4. Applicants in default to the Ministry due to failure to account satisfactorily for previous funding, or to refund funding overpayments, will not be eligible for consideration.
5. Contact the Ministry, if you require assistance in determining eligible items.
6. Include under revenue all anticipated Federal, Provincial and Municipal Funds allocated to this project and the funding request.
7. Specify if any of your matching funds for this project are derived from the disposal of an asset which was previously purchased with assistance from government funds.
8. Where part of the project cost involves travel expenses or purchase or rental of goods or services, quotations from suppliers or carriers must be provided with your application. Your Ministry consultant can advise you regarding specific category requirements for quotations.

9. Some project costs may not be eligible for assistance. Your Ministry consultant will help you identify those items once you have listed all project costs.
10. Funding may be provided up to the dollar maxima as set out in the program guidelines. Matching funds may be in-kind, from revenue generated from partners, and the private sector. An organization that receives on-going tax-based support may be required to confirm through a Resolution of Council or library board motion that municipal or library funds for the project are over and above regular support. Evidence that funds are available to complete the project must be submitted with the request for funding.
11. Approval of an application will not be automatic solely on the basis of meeting fund guidelines or acceptance of an application by the Ministry. If a project is dependent upon Ministry funding, work should not be contracted for or commenced nor goods/services be purchased until the Minister's letter of approval has been received. If there are compelling reasons for starting the project after the date of Ministry confirmation of receipt of a complete application and before funding approval, this will not disqualify the project from consideration but is done at the applicant's own risk.
12. All applications will be evaluated within the context of the three Program Principles and the program guidelines.
13. For applicant's information, 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.
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 URL: <http://www.ipc.on.ca/index.asp?navid=73>.

Terms and Conditions

All grants awarded by the Ministry are governed by terms and conditions. The general terms and conditions governing grants awarded under the **Library Strategic Development 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 Grant funds 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.

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

"Application" means the Application submitted by the Applicant for a Library Strategic Development Fund program grant from the Ministry;

"Applicant" means the public library board established under the Public Libraries Act, the public library established by a First Nation that is funded under the Public Libraries Act, the public library established by a local services board that is funded under the Public Libraries Act, the incorporated Ontario public library organization representing or working on behalf of public libraries, or the Ontario Library Service agency that has submitted this application to the Ministry for Library Strategic Development Fund program funding;

"Approval Letter" means the letter from the Minister or Ministry to the Recipient announcing the award of a grant to the Recipient under this program;

"Assets obtained with the Grant" mean tangible and intangible property purchased with the Grant and any property resulting from services purchased with the Grant;

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

"Completion Date" means the date for completion of the Project set out in the Applicant's application for a grant or as otherwise stipulated by the Ministry in writing;

"Fiscal Year" means from April 1st in the year the grant was provided and until the following March 31st;

"Grant" means the Grant funds provided to the Recipient by the Ministry pursuant to the Terms and Conditions;

"Library Organization" means an incorporated Ontario public library organization representing or working on behalf of public libraries or an Ontario Library Service Agency;

"Minister" means Her Majesty the Queen in right of Ontario as represented by the Minister of Culture;

"Ministry" means the Ministry of 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 a Grant is awarded to the Recipient under the Library Strategic Development Fund program;

"Recipient" means the Applicant which has been awarded a grant 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 **five (5) years** from the date of the Approval Letter unless terminated earlier pursuant to either section 11 or 12 of these Terms and Conditions.

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

- in writing;
- 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
- addressed to the applicant or the Ministry of 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.

3. Condition Precedent

It is a condition precedent to the receipt by the Recipient of a Grant under 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. Grant Funding

- The Ministry shall provide Grant funds up to the amount indicated in the Approval Letter. The Ministry shall disburse the Grant to the Recipient at its discretion.
- Despite the provisions of this section of the Terms and Conditions, the Ministry, in its sole discretion, may adjust the amount of Grant 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 section 16 of the Terms and Conditions.
- Despite the provisions of this section of the Terms and Conditions, the Ministry shall not provide any Grant funds to the Recipient until the insurance requirements described in section 24 have been met.
- Shall not provide Funding instalments unless it is satisfied with the progress of the Project.
- Despite the provisions of section 4 of the Terms and Conditions, the Recipient shall be entitled to move Grant funds equalling up to ten percent (10%) of the allocation in one line within a budget category to another line within the same budget category.
- The Recipient will only use the Grant for the purpose of carrying out the Project and will expend the Grant 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.

5. Grant Project

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

- a. use the Grant to complete the Project described in the Applicant's application for a Grant;
- b. commence and carry out the Project according to the time lines contained in the Applicant's application for a Grant; and
- c. complete the Project by the Completion Date.

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

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 of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
 - 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 of this Agreement, in every respect except as set out to the contrary in this Agreement.
- 6.2 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.
- 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 s. 16.
- 6.4 Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in s. 6.

7. Holding of Funding

- 7.1 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.
- 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 Applicant or Grant

The Applicant/Recipient shall not assign this application or any Grant or part thereof to another entity without the prior written consent of the Ministry.

These Terms will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

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 Grant where the cost of those assets exceeds \$5,000.00.

10. Unused Grant

The Recipient agrees that any part of the Grant 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. Where notice to terminate is given under this section, the Ministry may, in its sole discretion, assess the state of the Project and allow the Recipient to wind down the Project by the end of the notice period.

12. Termination and Corrective Action

- 12.1 The Ministry may, in its sole discretion, without liability, cost or penalty, and without prejudice to any other rights or remedies of the Ministry under the Terms and Conditions or at law or in equity, 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;
 - v. 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;
 - or if
 - b. 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;
 - c. the Recipient ceases to operate;
 - d. the Recipient uses Grant funds or any part of it for Political Activity.
 - 12.2 If the Ministry, in its sole discretion, considers the nature of the breach to be such that it can be remedied and that it is appropriate to allow the Recipient the opportunity to remedy the breach, 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;
 - 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; or
 - 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 this Agreement.
 - 12.5 In the event of termination pursuant to s. 12 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. Grant Funding Upon Termination

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

- a. cancel all further Grant funding instalments; and/or
- b. demand the repayment of any Grant funds (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 section 12, the Ministry may:

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

14. Repayment of Grant by Recipient

If the Ministry demands the repayment of any part of the Grant 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 to the attention of the Ministry Library Programs Advisor as provided for on page 1 of the Application. The Recipient agrees that any part of the Grant 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 Ministry shall be entitled, at any time, to impose such additional terms or conditions on the use of the Grant funds which it, in its sole discretion, considers appropriate for the proper management and expenditure of the Grant funds and the carrying out and completion of the Project and shall be entitled to impose such terms and conditions on any consent granted pursuant to 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 Province may make public the name and business address of the Recipient, the amount of the Grant and the purpose for which the Grant 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 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 Grant 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, and
- The Recipient;
- d. will not make any public announcement, news release, advertising or other form of publicity regarding this Project or the Grant received until permission to do so is received from the Province; 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 Grant 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 Culture, or the Government of Ontario.

19. Accounting and Audit

The Recipient shall keep and maintain all records, invoices, valid Certificates of Insurance and other documents relating to the Grant, 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.

The Recipient will maintain all non-financial documents and records relating to the Grant or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law. The Recipient authorizes the Ministry and its agents upon 24 hours' notice and during normal business hours to visit the Recipient's premises to review the progress of the Project and to inspect and copy any records, invoices and documents in the possession or under the control of the Recipient which relate to the Grant. To inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Grant 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. To assist the Ministry in the task described in this section, the Recipient agrees to provide any additional information reasonably required by the Ministry. The Ministry's right of inspection under the Terms and Conditions includes the right to perform a full or partial audit.

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

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

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

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 section 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 and limitation of liability

23.1 The Ministry, its officers, employees and agents will not be liable to the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors for Claims howsoever caused that arise out of or are in any way related to the Project or this Application.

23.2 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.

24. Insurance Requirements

The Recipient hereby agrees to put in effect and maintain insurance for the terms of this Project, 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 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.

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 fulfilment 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 Library Strategic Development Fund program.

32. Sustainability

The Recipient agrees to operate all aspects of the Project for the total period for which the grant 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.

36. Interpretative Value of Agreement Documents

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

37. Appropriation

Despite any other provision of these Terms, 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 Province may:

- a. reduce the amount of the Grant and/or;
- b. in accordance with s. 11 terminate the Grant immediately upon giving notice to the Recipient.

38. Number and Gender

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

39. Survival

Provisions of the following sections of these Terms and Conditions, and all provisions pertaining to the Freedom of Information and Protection of Privacy Act, shall survive for a period of seven (7) years from the date of expiry or termination of these Terms and Conditions:

sections **7** (Holding of Funding), **9** (Disposal of Assets), **10** (Unused Grant), **11** (Termination by Ministry for Convenience), **12** (Termination and Corrective Action), **13** (Grant Funding upon Termination), **14** (Repayment of Grant by Recipient), **16** (Reports), **17** (Acknowledgement), **18** (Disclaimer), **19** (Accounting and Audit), **20** (Inspection), **23** (Indemnity and limitation of liability), **24** (Insurance Requirements), **31** (Digital Projects), **32** (Sustainability), **33** (Intellectual Property), **39** (Survival).

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 above and in subsequent correspondence from the Ministry;
- 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 the information contained in this application or submitted to the Ministry at any time concerning its application or relating to 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 Form;

Authorized Signing Officer (for Applicant)

Name (<i>print</i>)	Position or Title	Signature	Date (<i>mmm/dd/yyyy</i>)
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Authorized Signing Officer (for Applicant)

Name (<i>print</i>)	Position or Title	Signature	Date (<i>mmm/dd/yyyy</i>)
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