

## 2019-2020 MAGAZINE FUND GUIDELINES

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### WHERE TO FIND:

1. Deadlines	/ 2
2. Eligible Applicants	/ 2
3. Eligible Magazine Titles	/ 3
4. Partnership and Group Projects	/ 6
5. Eligible Projects and Activities	/ 6
a. International Business Development	/ 7
6. Budget, Financing and Timeline Requirements	/ 8
7. Application Process and Evaluation	/ 10
8. Decision Criteria	/ 12
9. Successful Applicants	/ 13
10. More Information	/ 14
11. Appendix: Contract Template	/ 15

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The Ontario Creates Magazine Fund is designed to increase the financial viability and overall business growth of the Ontario magazine media industry.

Funding will be provided to support projects that have clear, objective and measurable results and/or indicate direct and positive impact on the overall long-term business growth of the magazine publisher. Priority results include enhancement of publisher revenues and the creation/retention of jobs in the Ontario publishing industry. Ontario Creates will measure results of the program based on return on investment and jobs created and retained.

The Fund also accepts applications from publishers of digital-only magazines and will provide support for a limited number of digital magazines. **Applicant Eligibility** requirements are applicable to both print and digital publishers; please read the **Eligible Magazine Titles** section (pages 3-5) for specific requirements for digital magazines.

Ontario Creates values and supports diversity and gender parity within creative industries. The evaluation criteria for this program includes a bonus score for activities that support and reflect diversity and gender parity in Ontario, and/or applications from Francophone, Indigenous, culturally and otherwise diverse applicants.

Ontario Creates is committed to fostering respectful workplaces in all sectors and companies we support. A respectful workplace is one that values diversity and inclusion,

dignity, courteous conduct, fairness, positive communication and professional working relationships. A respectful workplace is free from harassment and discrimination including sexual harassment.

Ontario Creates expects that all funding recipients maintain the principles of a respectful workplace including taking every reasonable step to:

- Cultivate and sustain a respectful, positive, inclusive and supportive work culture
- Provide a safe mechanism for staff to report incidents or allegations of inappropriate behaviour
- Take action to prevent, identify and eliminate workplace harassment and discrimination in a timely manner

An eligibility requirement for this program includes the applicant organization confirming that they have in place both guiding principles and a process for maintaining a respectful workplace. Please download the [Applicant Affidavit](#) from the Ontario Creates website or from the application form in the OAP, sign, and include with your application as instructed.

## **1. Deadlines**

The deadline for complete submissions is Thursday, May 31, 2019 at 5:00 pm ET, through the Online Application Portal. Applications and documentation received after this deadline will not be considered.

Decisions will be communicated to applicants in August 2019

## **2. Eligible Applicants**

Independent, Canadian-owned and -controlled, Ontario-based magazine publishers may apply for this program.

In the case of affiliated companies and subsidiaries, only one may apply for funding. Entities for which the same person, or group of persons, holds or controls the majority of shares with full voting rights, or has been shown to have control, will be considered affiliated. Where companies are not affiliated according to the above definition, to be considered non-affiliated a corporation must maintain full control over editorial processes, have editorial autonomy from any other publisher applying for this program, and must produce separate financial statements.

To be eligible to apply, the corporation must:

- be a magazine publisher, publishing at the time of application;
- derive more than 50% of the Company's revenue from magazine revenues and related brand extension of the core magazine business (i.e., events, trade shows, website, television properties);
- be Ontario-based, with its central place of business located in Ontario and pay Ontario corporate taxes;
- be at least 75% Canadian-owned and -controlled;
- be incorporated in a Canadian jurisdiction at the time of application submission;

- be in good standing with Ontario Creates at time of application submission;
- have a minimum sales revenue of \$20,000; and
- be financially solvent at the time of application.

Financial statements for the past two complete fiscal years including a balance sheet and an income statement must be submitted with your application. Review Engagement and audited financial statements are preferred; however, Notice-to-Reader financial statements will be accepted. Exceptions may be considered for companies with less than two years of operations. Companies in this situation should contact Ontario Creates in advance of the application submission deadline.

Where Audited or Review Engagement financial statements are being prepared at the time of application, please contact the Program Consultant or Coordinator prior to application to discuss the submission of the statements at a later date. Please also provide the most recent financial statements with your application.

### **3. Eligible Magazine Titles**

PRINT magazines must:

- have completed a full 12 month publishing cycle and complete business year by the time of application submission;
- have published at least two editions;
- be published at the time of application, throughout the application process, and until completion of the proposed project;
- present a clearly displayed masthead or equivalent with a named editor;
- be primarily edited, designed, and published in Ontario;
- maintain an editorial function where the editor is named (editorial function is described as the commissioning of editorial material and artwork; directing writers, illustrators and photographers regarding the final form of this material; and laying out, copy editing and proofreading, and otherwise preparing the contents for publication);
- contain an average of at least 75% Canadian editorial content (editorial content is defined as text, photographs, graphics, and/or illustrations which are authored or translated by a Canadian citizen or a permanent resident of Canada. Editorial adapted or condensed by a Canadian citizen or permanent resident will be considered Canadian editorial content for the eligibility purposes of the program);
- use an editorial calendar for the ideation, creation and publishing of content;
- present editorial content from more than one person;
- be a minimum of 28 pages in length on average for regular published issues, regardless of physical size of the pages;
- appear in consecutively numbered or dated issues;
- be published under a common title, in accordance to an established publishing or update calendar;
- be published at regular intervals, no more than once every week (excluding special issues) and no less than twice a year;
- contain an average of at most 70% advertising in all the issues published during the previous 12 months;

- have a clear distinction between advertising and editorial content, with advertising or sponsored content and supplements clearly identified;
- have a publishing revenue stream, e.g., subscription revenues, advertising sales; and
- maintain one of the following types of circulation over the most recent six months:
  - have a circulation size of at least 2,500 copies per issue if applying for an individual project or 1,000 copies for a group project.

DIGITAL magazines must:

- have completed a full 12 month publishing cycle and complete business year by the time of application submission;
- Have conducted a minimum of two significant content refreshes;
- be published at the time of application, throughout the application process, and until completion of the proposed project;
- present a clearly displayed masthead or equivalent with a named editor;
- be primarily edited, designed, and published in Ontario;
- maintain an editorial function where the editor is named (editorial function is described as the commissioning of editorial material and artwork; directing writers, illustrators and photographers regarding the final form of this material; and laying out, copy editing and proofreading, and otherwise preparing the contents for publication);
- maintain the availability of a substantive amount of content (which can include articles, videos, photo essays, infographics etc);
- contain an average of at least 75% Canadian editorial content (editorial content is defined as text, photographs, graphics, and/or illustrations which are authored or translated by a Canadian citizen or a permanent resident of Canada. Editorial adapted or condensed by a Canadian citizen or permanent resident will be considered Canadian editorial content for the eligibility purposes of the program); use an editorial calendar for the ideation, creation and publishing of content;
- present editorial content from more than one person;
- present content in specified, themed categories;
- be published under a common title, in accordance to an established publishing or update calendar;
- be published at regular intervals, no less than twice a year;
- contain an average of at most 70% advertising in all the issues published during the previous 12 months;
- have a clear distinction between advertising and editorial content, with advertising or sponsored content and supplements clearly identified;
- have a publishing revenue stream, e.g., advertising sales;
- if a web-based magazine, have a valid, live URL address specific to the title;
- if an app-based magazine, have an application currently available for download; and
- maintain circulation at one of the following levels over the most recent 6 month period:
  - Open-access, web-based service: maintain a minimum of 15,000 unique monthly visitors

- Application (app)-based circulation: maintain a minimum of 10,000 active subscribers
- Closed-access (subscription, paywall) : maintain a minimum of 2,500 active subscribers

**Note:** Verification of digital circulation may be requested

Publications **will not be eligible** if:

- published for the purpose of promoting the interest of the principal business of the person, company or organization who publishes or at whose direction the magazine is published, where the principal business is other than magazine publishing;
- published directly or indirectly by one or more individuals, groups, organizations or corporations providing goods or services, where the principal goal of the publication is to enhance or promote the sales of such goods or services;
- the publication contains editorial content that is predominantly reproduced or repeated from current or previous issues of the same publication or of other publications or online sources;
- the publication is capable of inciting hatred against an identifiable group, including a section of the public distinguished by colour, race, religion, sex, sexual orientation or ethnic origin;
- the dominant characteristic of the publication is the undue exploitation of sex, or of sex and one or more of crime, horror, cruelty, or violence; and/or
- contrary to public policy in the opinion of Ontario Creates.

**Ineligible publications** include: blogs, newsletters, journals, professional association periodicals, in-house publications, guides, comic books, newspapers\*, alternative newsweeklies, directories, financial reports, catalogues, schedules, calendars, timetables, classifieds or listings.

\*For the purposes of defining a newspaper, the Ontario Creates Magazine Fund will use the criteria established by the Department of Canadian Heritage for their Canada Periodical Fund:

Broadsheet format, tabloid format or outsized (larger than 8 ½ X 11)	2 points
Unbound	3 points
Printed on newsprint of any quality	1 point
Identified as a newspaper	1 point
Cover subdivided (articles, boxed photos)	1 point
Advertising on front cover	1 point
Divided into detachable regular sections (news, analysis, entertainment, sports, etc.)	1 point

Periodicals with six (6) or more points will be considered to be newspapers and therefore are not eligible for the Ontario Creates Magazine Fund.

If you have questions regarding eligibility please refer to the FAQs or contact Ontario Creates – see the final page for details.

#### 4. Partnership and Group Projects

##### *Partnership projects*

Partners may be involved in your project. An eligible partner must be:

- one or more content creation companies from the book and magazine, film and television, interactive digital media, or music industries that was eligible to submit an application at the immediately preceding deadline for one of Ontario Creates's Content, Marketing or Export Funds, or the Ontario Music Fund;
- an Ontario-based organization; and
- a Canadian-owned and -controlled organization.

The profit-participation share of the partners should be in appropriate proportion to the ownership of the project and should conform to standard industry practices. Please note that preference may be given to projects that are substantially owned by Ontario-based organizations. If you are considering working with a partner, please contact Ontario Creates in advance of your application.

##### *Group Projects*

Projects involving a number of magazine publishers are eligible. Each magazine publisher involved in the group project must meet all eligibility criteria. Each applicant must submit a complete application identifying their specific roles and responsibilities and referencing the other publishers attached to the project.

One lead applicant must be identified as the key contact for all communication regarding the application. Ontario Creates must be contacted at least four weeks in advance of submitting a group application to review the proposed project.

#### 5. Eligible Projects and Activities

A publisher may submit an application for either one specific magazine title **or** for a group of magazines the applicant publishes.

Publishing companies who own **more than one title** may submit up to two applications. The total requested funding amount cannot exceed the Total Funding Available per Applicant (see the Table on page 10).

Group publishers are responsible for ensuring that a maximum of two applications are submitted to the Magazine Fund. As above, the total requested funding amount of the two applications combined must not exceed the Total Funding Available.

All projects must:

- be an activity not already underway at the time of submitting the application **or**, if for an existing activity already in progress, demonstrate how funding would enhance the scope and impact of the activity (expenses incurred prior to the application being submitted are not eligible);

- be focused on driving sales and increasing publisher revenue in a tangible and measurable manner and/or improving operational efficiencies and productivity (expected return on investment is a key criterion for the jury in their review of the applications), or expected direct and positive impact on the Company's overall business strategy must be stated; and
- must be completed with Final Reports submitted by **February 19, 2021**.

Applicant companies that are receiving support for a specific activity through another Ontario Creates program are not eligible to receive additional support through the Ontario Creates Magazine Fund for the same activity.

Projects can include, but are not limited to:

- re-launch/re-brand projects;
- circulation projects – such as direct mail campaigns, request circulation development, insert cards, subscription renewal, promotional campaigns, newsstand projects;
- advertising sales projects – such as media kits or promotional material;
- a special issue or special section for an existing magazine (minimum of 8 pages) that is a first-time issue or section for the magazine, which could also be produced in various formats, such as listings, directory, catalogue;
- a new magazine from an existing magazine publisher;
- redesign/upgrade of website to include online subscriptions;
- development/enhancement of online/mobile magazine formats;
- online marketing campaigns;
- podcasts, videos, webcasts;
- digitization of back issues;
- optimization of online content;
- exploration of alternate sales channels;
- enhancing internal workflow/backend processes; and
- development of a **digital transformation strategy/business plan**. As this is a competitive program, include as much detail as possible of how this plan would be researched, developed and implemented, and the expected outcomes

***Special Note for publishers proposing circulation projects:*** While circulation projects by their nature often have a multi-year cycle, if Ontario Creates has previously funded a circulation project through the Ontario Creates Magazine Fund, a circulation project for this current round must be significantly enhanced and/or different to the previous one. You must ensure that you will be able to identify and report financial results unique to the specific circulation activity proposed in your application.

#### **5. a. *International Business Development***

Attendance at key **international industry markets and events, planned sales trips** to meet with identified leads, and **export development activities**. It is not necessary for international business development activities to relate directly to other project activities detailed in the application for the Magazine Fund.

However, activities must correspond to a strategy for the company's content creation and exploitation activities, and produce measurable results.

At least one of the participating representatives at each activity must be a decision maker at the executive level within the applicant company. Companies are advised to choose the individual(s) best suited to take advantage of this opportunity. To be eligible, company representatives must:

- be working full time with the applicant company (external consultants are ineligible);
- be Canadian citizens or landed immigrants / permanent residents; and
- be Ontario residents.

## 6. Budget, Financing and Timeline Requirements

A **budget template** has been created that **must be used** to provide the budget details for your project(s). Only EXCEL documents will be accepted (no PDFs).

### ***Eligible Project Budget Expenses***

Eligible costs directly associated with the project must be included in the budget detail. Ontario Creates Magazine Fund can represent up to 75% of the total budget, with the remaining 25% of the total budget from the publisher and/or other funding sources including other government sources, and third party participation (such as retail partners).

Please note: budgets MUST be submitted on the excel budget template provided on the website and the OAP. No PDFs or alternate formats will be accepted. The template consists of three separate tabs: Project Budget, International Business Development Budget, and Financing. The Financing template must be completed. Any expenses related to business travel outside of Canada must be listed in the International Business Development Budget tab.

Funding from other sources, including from the magazine publisher, should have an accompanying **letter of intent** indicating commitment to the project and ability to finance the portion of the budget indicated in the application.

Realistically valued “in-kind” services may be included as part or all of the 25% costs that must come from sources other than the Ontario Creates Magazine Fund.

If outside services are required for the plan, please **include quotes** from providers.

### ***Ineligible Expenses***

Expenses that are ongoing operational costs are not eligible. For a project which is an enhancement of activity already underway, expenses incurred to date are not eligible.

For digital projects and/or projects with digital components, capital expenses related directly to the project (i.e., hardware, software) may be included to a **maximum of 15%** of the total project budget.

Expenses incurred prior to the application being submitted are not eligible. The only **exception is costs related to the development of a digital transformation**

**strategy/business plan**, or components thereof, that is the foundation of the application. If the application is not successful, Ontario Creates will not support these costs.

Ineligible expenses include costs associated with:

- salaries and wages of staff not directly related to the project;
- staff benefit costs;
- fixed overhead costs (such as machine costs: telephone, fax, photocopier, computer); however, costs for long distance phone and fax, paper costs, couriers and other expenses **directly** related to the project may be included;
- occupancy costs (rent or mortgage of facilities); and
- hospitality.

#### For activities related to International Business Activities

Companies must complete the budget template summarizing all eligible expenses including:

- Market Costs - Including registration and booth/exhibitor expenses;
- Travel Costs - Including flight and local transportation. Air travel should be budgeted at economy rates and should reflect the costs of booking at least 30 days in advance of travel;
- Accommodation Costs - Hotel expenses should be at moderate per night rates and should reflect the average for the travel destination/activity. Ontario Creates will relate to accommodation expenses for a maximum of three days on either side of an event to pursue business development activities - appropriate detail must be provided in the application. Please contact Ontario Creates prior to application to discuss;
- Per Diems - Capped at C\$75/day. Including daily meals and incidentals. Ontario Creates will relate to per diem expenses for a maximum of three days on either side of an event to pursue business development activities - appropriate detail must be provided in the application. Please contact Ontario Creates prior to application to discuss; and
- Marketing Materials - Including design, production and shipping material specifically created for the proposed activities. Acceptable marketing materials include activity-specific printed catalogs, event program advertisements, post cards, flyers/one sheets, product samples and demos. Capped at 25% of eligible expenses per event.

While companies may be incurring additional expenses that do not correspond with the categories above, these costs **should not** be included in the budget. The amount of the Ontario Creates contribution will be based only on the eligible expenses listed above.

#### Ineligible Expenses for International Business Activities

Expenses that are considered ineligible for the purpose of this program include:

- Hospitality and entertainment costs;
- Core business costs such as design and printing of business cards and standard catalogs;
- Communications costs such as faxing, mobile phone rental and fees, long distance fees, etc.; and

- Costs associated with ineligible company representatives and additional representatives over and above the cap for this program.

### **Ontario Creates Funding**

Eligible applicants may apply for funding based on their level of **eligible sales revenue**.

Ontario Creates funding can represent a maximum of **75% of the project budget**. There are caps on the maximum funding levels based on the applicant company’s eligible sales revenue, which is defined for the purposes of this program as all magazine revenues including ad sales, subscriptions, and related brand extension of the core magazine business (i.e., events, website, television properties, content syndication).

**Grants, funding and donations are not considered revenue for the purpose of this program and should not be included when calculating eligible sales revenue.**

Publishers may apply for the following levels of funding, based on eligible sales revenue:

<b>Eligible Sales Revenues</b>	<b>Total Funding Available per Applicant</b>
Over \$2,000,000	(up to) \$75,000
\$500,001 to \$2,000,000	(up to) \$65,000
\$140,001 to \$500,000	(up to) \$40,000
\$20,000 to \$140,000**	(up to) \$35,000

**\*\*** For publishers with eligible sales revenues of less than \$140,000, the total request for funding from this program should be in reasonable proportion to overall eligible sales revenue – i.e., **approximately 25% of your eligible revenue**.

The number of applicants who will receive funding, and the amount of the funding received, is dependent on the total amount of funding for the program, and the quantity and quality of projects selected by the jury. This is a **competitive** application process. A jury of industry experts will review and recommend which eligible applications will receive funding from this program.

## **7. Application Process and Evaluation**

- Applicants must submit their application to Ontario Creates electronically through the Online Application Portal (OAP) at <https://apply.ontariocreates.ca/>;
- Applicants that do not have a user account on the OAP, should go to <https://apply.ontariocreates.ca/> and click on “Register”. For assistance, please see Ontario Creates’s website for the “[OAP quick Start Guide](#)”;

- For technical assistance, please contact the OAP Help Desk at [applyhelp@ontariocreates.ca](mailto:applyhelp@ontariocreates.ca);
- Applicants are strongly encouraged to begin the application process early to allow for ample time to provide the necessary information;
- There is flexibility in working on the application form – you may start at any time and **save** information as it is entered, and can go back to edit and/or add information up until the time the application is actually submitted;
- Applications must be received at Ontario Creates offices electronically via the OAP no later than 5:00 pm on the date of the deadline;
- All print magazine material must be received at Ontario Creates no later than 5:00 pm on the date of the deadline;
- Applications that are received after the deadline will be considered ineligible;
- Applications must include all the required materials listed on the application form;
- Performance Measures - applicants must indicate the number of Full-Time Equivalent (FTE) positions that will be created and/or retained as a result of the Ontario Creates-supported activity/activities and funding.
- Ontario Expenditures – applicants are required to indicate the total expenditures paid to Ontario residents for labour that is directly attributable to the project, AND Total Ontario expenditures, excluding labour, that are directly attributable to the project. Funding from Other Sources – applicants are required to report the total unregulated private sector project funding (financing that is not influenced by government regulation such as internal revenues, venture capital investment, sponsorship, loans, distribution fees), AND the total public sector funding (Federal, provincial, and/or municipal government funding and tax credits);
- Applications will be reviewed by Ontario Creates for completeness, eligibility and financial viability;
- Applications that pass this initial review will be assessed by an industry jury and Ontario Creates for final funding recommendations;
- Successful applicants will be notified within three months of the deadline;
- Successful applicants will be required to enter into a signed funding agreement with Ontario Creates prior to receiving any funding; and
- Incomplete and late applications will be considered ineligible.

### ***Supporting Documents***

The following supporting documents **must** be submitted electronically:

- Articles of Incorporation; and
- Financial Statements of the applicant Company.

### ***Print Publications***

The following **must be** submitted as **hardcopy**:

- **Three copies of the same issue.** If applying for a project involving a new magazine, include three copies of an existing magazine

The following may be submitted electronically **or** as hardcopy:

- **Three recent editorial pieces** that represent the Canadian content of the magazine (three copies of each if submitted as hardcopy) – in the hardcopy of the magazine that you submit you may flag the editorial pieces that represent Canadian content

### Digital Publications

The following **must** be submitted electronically:

- a) A current URL, or b) Instructions to access a digital edition; and
- **Three recent** editorial pieces that represent the Canadian content of the magazine

Supporting material provided in hardcopy should be received by Ontario Creates no later than **5:00 pm on the date of the deadline** and should be addressed as indicated at the end of these guidelines.

## 8. Decision Criteria

The jury will be looking for projects that demonstrate well thought-out activities that will drive sales, help strengthen the publisher's stability and promote business growth. The plan, timelines and proposed budget will be evaluated for feasibility, and the expected return on investment will be carefully considered by the jury.

Specifically, the applications will be assessed on the following criteria and relative weightings:

<b>Feasibility</b> of the project with respect to budget, schedule, scope of project	26%
Degree to which the project is <b>relevant and well thought-out</b> , fits with the company's strategic plan, supports job creation/retention, will drive growth and/or will strengthen the business for growth in the future	20%
Degree to which <b>expected results</b> are well-documented in the application. Direct and positive longer term impacts should be tangible, measurable and realistic	20%
Demonstrated <b>ability</b> of the publisher to implement the plan, including: background and previous initiatives/participation in Ontario Creates programs (final reports and results in previous years' programs will be taken into account); research to support the project's expected success	17%
Degree to which the proposal is an <b>innovative and/or enhanced</b> initiative that builds on standard industry strategies	17%
<b>Diversity (Bonus):</b> Extent to which project/activity supports and reflects diversity in Ontario as described in the Government of Ontario definition of diversity and/or gender parity; and/or applicant company is primarily Francophone, Indigenous, or culturally diverse.	10%

<p>The provincial definition states: the dimensions of diversity include, but are not limited to: ancestry, culture, ethnicity, gender identity, gender expression, language, physical and intellectual ability, race, religion (creed), sex, sexual orientation and socio-economic status.</p>	
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**9. Successful Applicants**

Successful applicants will receive Magazine Fund support during the course of the program. Upon entering into an agreement with Ontario Creates, funding recipients will normally receive 60% of the total funds awarded. However, Ontario Creates may choose to alter this initial payment amount.

Subsequent payments will be related to interim and final reporting milestones, and will be based on the recipient’s project timeline. The signed agreement between the recipient and Ontario Creates will specifically indicate the date for the interim and final reports. The final program payment will be issued upon receipt and approval of a final report addressing project outcomes. This report must confirm that the project activities as outlined in the signed agreement with Ontario Creates have taken place. This final report will be due no later than **February 19, 2021**.

Participant Obligations:

- Insurance - Participating companies will be required to carry 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 \$2,000,000 per occurrence, \$2,000,000 products and completed operations aggregate. Ontario Media Development Corporation\* and Her Majesty the Queen need to be named as additional insureds on all policies. Please budget accordingly. Additional information on insurance requirements is available on request;
- Agreement - On acceptance into the program, the recipient company will be required to sign a standard Ontario government agreement covering the terms of their participation in the program including providing Ontario Creates with permission to use the project and delivery materials for promotional purposes. A copy of this agreement is attached for review in Appendix 1. Recipients may not amend the agreement template;
- Changes to the Project - Ontario Creates must be notified of any significant changes to the project as defined in the contract and, if applicable, changes will require consent of Ontario Creates;
- Reporting - Successful applicants will prepare interim and final written reports on the progress of their project. Participants will also be required to provide feedback on the process, business development benefits and other outcomes in order for Ontario Creates to evaluate the program;
- Deliverables - The agreement with Ontario Creates will outline specific deliverables including, but not limited to: a cost report, marketing materials and an assessment of the program;
- Credit - Ontario Creates Magazine Fund support is to be acknowledged with an Ontario Creates credit and logo on the project and all related publicity and

promotional materials. Ontario Creates is to be advised in advance of any mention of Ontario Creates or Ontario Creates's involvement in the project in press releases or publicity materials; and

- Accessibility - Ontario Creates encourages applicants who host event-based activities to choose accessible venues and offer accommodations for people with disabilities as required. More information on the Accessibility for Ontarians with Disabilities Act can be found here <https://www.ontario.ca/laws/statute/05a11>

*\* Ontario Media Development Corporation is Ontario Creates's legal name*

**All Ontario Creates decisions are final.** Ontario Creates reserves the right to alter program guidelines with general public notice to all potential applicants and to refuse any application for any reason. The number of awards and amount awarded is contingent on confirmation of Ontario Creates's annual budget and the quality and quantity of applications received. Ontario Creates is not required to make any minimum number of awards. Subject to the Freedom of Information and Protection of Privacy Act, all information contained in the application will remain strictly confidential. Applicants are not to direct any questions or comments to jury members in advance of deadlines or following jury decisions. All inquiries pertaining to Ontario Creates Funds are to be directed to Ontario Creates staff only.

**If submitting supporting documents by mail, these must be received at Ontario Creates by 5:00 pm on the date of the deadline and directed to:**

Program Coordinator, Industry Initiatives  
Ontario Creates  
175 Bloor Street East  
Suite 501, South Tower  
Toronto, ON M4W 3R8

## **10. More Information**

Matt Hilliard-Forde  
Program Consultant, Industry Initiatives  
Phone: 416-642-6627  
Email: [mhilliard-forde@ontariocreates.ca](mailto:mhilliard-forde@ontariocreates.ca)

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### **Ontario Creates**

An agency of the Ontario Ministry of Tourism, Culture and Sport Ontario Creates facilitates economic development opportunities for Ontario's cultural media industries including the book publishing, film and television, interactive digital media, magazine publishing, and music industries.

## 11. Appendix

### Contract Template

**THE AGREEMENT** is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**B E T W E E N :**

**Ontario Media Development Corporation**

(the “Province”)

- and -

**[enter the full legal name of the Recipient]**

(the “Recipient”)

**CONSIDERATION**

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Province and the Recipient agree as follows:

**1.0 ENTIRE AGREEMENT**

1.1 This Agreement, including:

- Schedule “A” - General Terms and Conditions
- Schedule “B” - Project Specific Information and Additional Provisions
- Schedule “C” - Project Description and Timelines
- Schedule “D” - Budget
- Schedule “E” - Payment Plan
- Schedule “F” - Reports, and

any amending agreement entered into as provided for below,

constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.

## 2.0 COUNTERPARTS

2.1 The 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.

## 3.0 AMENDING THE AGREEMENT

3.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## 4.0 ACKNOWLEDGEMENT

4.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

**- SIGNATURE PAGE FOLLOWS -**

The Parties have executed the Agreement on the dates set out below.

**ONTARIO MEDIA DEVELOPMENT CORPORATION**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**[enter the full legal name of the Recipient]**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

I have authority to bind the Recipient.

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

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### A1.0 INTERPRETATION AND DEFINITIONS

#### A1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the headings do not form part of the Agreement; they are for reference only and will not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency will be in Canadian dollars and currency; and
- (e) “include”, “includes” and “including” denote that the subsequent list is not exhaustive.

#### A1.2 **Definitions.** In the Agreement, the following terms will have the following meanings:

“**Additional Provisions**” means the terms and conditions referred to in section A9.1 and as specified in Schedule “B”.

“**Agreement**” means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

“**Budget**” means the budget attached to the Agreement as Schedule “D”.

“**Business Day**” means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year’s Day; Family Day; Good Friday; Easter Monday; Victoria Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day and any other day on which the Province has elected to be closed for business.

“**Effective Date**” means the date set out at the top of the Agreement.

“**Event of Default**” has the meaning ascribed to it in section A14.1.

“**Expiry Date**” means the date on which the Agreement will expire and is the date provided for in Schedule “B”.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Province provides to the Recipient pursuant to the Agreement.

**“Indemnified Parties”** means Ontario Media Development Corporation, Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

**“Maximum Funds”** means the maximum amount the Province will provide the Recipient under the Agreement as provided for in Schedule “B”.

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

**“Parties”** means the Province and the Recipient.

**“Party”** means either the Province or the Recipient.

**“Project”** means the undertaking described in Schedule “C”.

**“Reports”** means the reports described in Schedule “F”.

## **A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS**

**A2.1 General.** The Recipient represents, warrants, and covenants that:

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;

- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both;
- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete; and
- (e) it is not aware of any actions, suits, proceedings or investigations that relate to the Project that may be pending or threatened against the Recipient or any person associated with the Project.

**A2.2 Execution of Agreement.** The Recipient represents and warrants that it has:

- (a) the full power and authority to enter into the Agreement; and
- (b) taken all necessary actions to authorize the execution of the Agreement.

**A2.3 Governance.** The Recipient represents, warrants, and covenants that it has, will maintain in writing, and will follow:

- (a) a code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;
- (b) procedures to enable the Recipient's ongoing effective functioning;
- (c) decision-making mechanisms for the Recipient;
- (d) procedures to enable the Recipient to manage Funds prudently and effectively;
- (e) procedures to enable the Recipient to complete the Project successfully;
- (f) procedures to enable the Recipient to identify risks to the completion of the Project and strategies to address the identified risks, all in a timely manner;
- (g) procedures to enable the preparation and submission of all Reports required pursuant to Article A7.0; and
- (h) procedures to enable the Recipient to address such other matters as the Recipient considers necessary to enable the Recipient to carry out its obligations under the Agreement.

**A2.4 Supporting Proof.** Upon the request of the Province, the Recipient will provide the Province with proof of the matters referred to in this Article A2.0.

### **A3.0 TERM OF THE AGREEMENT**

**A3.1 Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A12.0, Article A13.0, or Article A14.0.

### **A4.0 FUNDS AND CARRYING OUT THE PROJECT**

**A4.1 Funds Provided.** The Province will:

- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
- (b) provide the Funds to the Recipient in accordance with the Payment Plan attached to the Agreement as Schedule “E”; and
- (c) deposit the Funds into an account designated by the Recipient provided that the account:
  - (i) resides at a Canadian financial institution; and
  - (ii) is in the name of the Recipient.

**A4.2 Limitation on Payment of Funds.** Despite section A4.1:

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A11.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; and
- (d) if, pursuant to 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 Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section A13.1.

**A4.3 Use of Funds and Carry Out the Project.** The Recipient will do all of the following:

- (a) carry out the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget;
- (d) not use the Funds to cover any cost that has or will be funded or reimbursed by one or more of any third party, ministry, agency, or organization of the Government of Ontario.

**A4.4 Interest Bearing Account.** If the Province provides Funds before the Recipient's immediate need for the Funds, the Recipient will place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

**A4.5 Interest.** If the Recipient earns any interest on the Funds, the Province may:

- (a) deduct an amount equal to the interest from any further instalments of Funds; or
- (b) demand from the Recipient the repayment of an amount equal to the interest.

**A4.6 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

**A4.7 Rebates, Credits, and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

#### **A5.0 RECIPIENT'S ACQUISITION OF GOODS OR SERVICES, AND DISPOSAL OF ASSETS**

**A5.1 Acquisition.** If the Recipient acquires goods, services, or both with the Funds, it will:

- (a) do so through a process that promotes the best value for money; and
- (b) comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

**A5.2 Disposal.** The Recipient will not, without the Province’s prior written consent, sell, lease, or otherwise dispose of any asset purchased or created with the Funds or for which Funds were provided, the cost of which exceeded the amount as provided for in Schedule “B” at the time of purchase.

## **A6.0 CONFLICT OF INTEREST**

**A6.1 No Conflict of Interest.** The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest.

**A6.2 Conflict of Interest Includes.** 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 Project, the use of the Funds, or both.

**A6.3 Disclosure to Province.** The Recipient will:

- (a) disclose to the Province, without delay, any situation that a reasonable person would interpret as 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 the disclosure.

## **A7.0 REPORTS, ACCOUNTING, AND REVIEW**

**A7.1 Preparation and Submission.** The Recipient will:

- (a) submit to the Province at the address referred to in section A18.1, all Reports in accordance with the timelines and content requirements provided for in Schedule “F”, or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A18.1, any other reports as may be requested by the Province in accordance with

the timelines and content requirements specified by the Province;

- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

**A7.2 Record Maintenance.** The Recipient will keep and maintain:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

**A7.3 Inspection.** The Province, any authorized representative, or any independent auditor identified by the Province may, at the Province's expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project and the Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, any authorized representative, or any independent auditor identified by the Province may take one or more of the following actions:

- (a) inspect and copy the records and documents referred to in section A7.2;
- (b) remove any copies made pursuant to section A7.3(a) from the Recipient's premises; and
- (c) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project, or both.

**A7.4 Disclosure.** To assist in respect of the rights provided for in section A7.3, the Recipient will disclose any information requested by the Province, any authorized representatives, or any independent auditor identified by the Province, and will do so in the form requested by the Province, any authorized representative, or any independent auditor identified by the Province, as the case may be.

**A7.5 No Control of Records.** No provision of the Agreement will be construed so as to give the Province any control whatsoever over the Recipient's records.

**A7.6 Auditor General.** For greater certainty, 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).

## **A8.0 COMMUNICATIONS REQUIREMENTS**

**A8.1 Acknowledge Support.** Unless otherwise directed by the Province, the Recipient will:

- (a) acknowledge the support of the Province for the Project; and
- (b) ensure that the acknowledgement referred to in section A8.1(a) is in a form and manner as directed by the Province.

**A8.2 Publication.** The Recipient will indicate, in any of its Project-related publications, whether written, oral, or visual, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.

## **A9.0 FURTHER CONDITIONS**

**A9.1 Additional Provisions.** The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A”, the Additional Provisions will prevail.

## **A10.0 INDEMNITY**

**A10.1 Indemnification.** 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 Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

**A10.2 Recipient’s Participation.** The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

**A10.3 Province’s Election.** The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.

**A10.4 Settlement Authority.** The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the

Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

**A10.5 Recipient's Co-operation.** If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

## **A11.0 INSURANCE**

**A11.1 Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, 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 and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including 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 the amount provided for in Schedule "B" per occurrence. The policy will include the following:

- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
- (b) a cross-liability clause;
- (c) contractual liability coverage; and
- (d) a 30-day written notice of cancellation.

**A11.2 Proof of Insurance. The Recipient will:**

- (a) provide to the Province, either:
  - (i) certificates of insurance that confirm the insurance coverage as provided for in section A11.1; or
  - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

## **A12.0 TERMINATION ON NOTICE**

**A12.1 Termination on Notice.** The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

**A12.2 Consequences of Termination on Notice by the Province.** If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
  - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A12.2(b); and
  - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

#### **A13.0 TERMINATION WHERE NO APPROPRIATION**

**A13.1 Termination Where No Appropriation.** If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

**A13.2 Consequences of Termination Where No Appropriation.** If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section A13.2(b).

**A13.3 No Additional Funds.** For greater clarity, if the costs determined pursuant to section A13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

#### **A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR**

## DEFAULT

### **A14.1 Events of Default.** Each of the following events will constitute an Event of Default:

- (a) in the opinion of the Province, the Recipient breaches any representation, warranty, covenant, or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; or
  - (iii) provide, in accordance with section A7.1, Reports or such other reports as may have been requested pursuant to section A7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver; or
- (d) the Recipient ceases to operate.

### **A14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

**A14.3 Opportunity to Remedy.** If, in accordance with section A14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

- (a) the particulars of the Event of Default; and
- (b) the Notice Period.

**A14.4 Recipient not Remediating.** If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(b), and:

- (a) the Recipient does not remedy the Event of Default within the Notice Period;
- (b) it becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
- (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

**A14.5 When Termination Effective.** Termination under this Article will take effect as provided for in the Notice.

## **A15.0 FUNDS AT THE END OF A FUNDING YEAR**

**A15.1 Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A14.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

- (a) demand the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

**A16.0 FUNDS UPON EXPIRY**

**A16.1 Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

**A17.0 REPAYMENT**

**A17.1 Repayment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

- (a) deduct an amount equal to the excess Funds from any further instalments of Funds; or
- (b) demand that the Recipient pay an amount equal to the excess Funds to the Province.

**A17.2 Debt Due.** If, pursuant to the Agreement:

- (a) the Province demands the payment of any Funds or an amount equal to any Funds from the Recipient; or
- (b) the Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay or return the amount to the Province immediately, unless the Province directs otherwise.

**A17.3 Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

**A17.4 Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

**A17.5 Fails to Repay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

## **A18.0 NOTICE**

**A18.1 Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

**A18.2 Notice Given.** Notice will be deemed to have been given:

- (a) in the case of postage-prepaid mail, five Business Days after the Notice is mailed; or
- (b) in the case of email, personal delivery, or fax, one Business Day after the Notice is delivered.

**A18.3 Postal Disruption.** Despite section A18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail will not be deemed to be received; and
- (b) the Party giving Notice will provide Notice by email, personal delivery, or fax.

## **A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT**

**A19.1 Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

## **A20.0 SEVERABILITY OF PROVISIONS**

**A20.1 Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

**A21.0 WAIVER**

**A21.1 Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

**A22.0 INDEPENDENT PARTIES**

**A22.1 Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

**A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS**

**A23.1 No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

**A23.2 Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

**A24.0 GOVERNING LAW**

**A24.1 Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

**A25.0 FURTHER ASSURANCES**

**A25.1 Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

**A26.0 JOINT AND SEVERAL LIABILITY**

**A26.1 Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

## **A27.0 RIGHTS AND REMEDIES CUMULATIVE**

**A27.1 Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

## **A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS**

**A28.1 Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (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 Funds for such period as the Province determines appropriate.

## **A29.0 SURVIVAL**

**A29.1 Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article A20.0, section A23.2, Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

**- END OF GENERAL TERMS AND CONDITIONS -**

**SCHEDULE “B”**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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<b>Maximum Funds</b>	\$
<b>Expiry Date</b>	
<b>Amount for the purposes of section A5.2 (Disposal) of Schedule “A”</b>	\$1,000.00
<b>Insurance</b>	\$ 2,000,000
<b>Contact information for the purposes of Notice to the Province</b>	<b>Name:</b> <b>Address:</b> <b>Attention:</b> <b>Fax:</b> <b>Email:</b>
<b>Contact information for the purposes of Notice to the Recipient</b>	<b>Name:</b> <b>Address:</b> <b>Attention:</b> <b>Fax:</b> <b>Email:</b>

**Additional Provisions:**

1. The following definition is hereby added to Section A1.2 of Schedule “A” to this Agreement:

“**Ontario Creates**” means the Ontario Media Development Corporation.

“**Online Application Portal (OAP)**” means the database through which an application under this Agreement must be submitted.

2. Subsection A4.1(c) of Schedule “A” to this Agreement is hereby deleted and replaced with the following:

- (c) provide the Funds to the Recipient by cheque and the Recipient will deposit the Funds into an account designated by the Recipient provided that the account:

- (i) resides at a Canadian financial institution; and
- (ii) is in the name of the Recipient.

3. Article A8 of Schedule “A” to this Agreement is hereby deleted and replaced with the following:

**A8.0 CREDIT, PUBLICITY AND DISCLOSURE**

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

A8.2 Prominent Credit. As appropriate, the Province shall receive a prominent credit on Project materials and in paid advertising, press releases, publicity and promotional material for the Project as follows or in a substantially similar form: “Made possible with the support of the Ontario Creates [LOGO]” (or the French version thereof). In all material respects (including size of type and placement), such credit is not to be less prominent than credit accorded to any and all other financial participant(s) in the Project, where applicable, taking into consideration the respective size of the contribution.

A8.3 Final Approval. The Province shall have the final approval right over the credit proposed for the Province by the Recipient in accordance with section A8.2, including the right to elect that no such credit is to be provided after the date of such election. The Recipient shall provide the Province with draft materials incorporating the credit that the Recipient proposes 14 Business Days in advance of the date when final approval is required from the Province.

A8.4 Public. The Recipient agrees that the Province may make public the name and business address of the Recipient, the amount of Funds, and the purpose for which such Funds are being provided to the Recipient under the Agreement.

A8.5 Promotion. The Province reserves the right to use the Recipient’s name, Project title and key art or images to promote the Province’s involvement in the Project. While this right is to be exercised at the discretion of the Province, due consideration is to be given to the appropriate timing of such promotion as it relates to the Project.

4. The reference to the “Ontario Minister of Finance” in Section A17.4 of Schedule “A” to this Agreement is deleted and replaced with the “Ontario Media Development Corporation”.
5. The references to Her Majesty the Queen in right of Ontario in Section A17.5 of Schedule “A” to this Agreement are deleted and replaced with the Province.
6. Section A19.1 of Schedule “A” to this Agreement is hereby deleted and replaced with the following:

A18.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by electronic means on the Online Application Portal (OAP), email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

7. Article A30.0 is hereby added to Schedule “A” of the Agreement as follows:

A30.0 BUDGET REALLOCATION

A30.1 **Where No Formal Amendment Required.** Notwithstanding section 3.1 of the Agreement, the reallocation of Funds between line items within the Budget will not constitute a change to the Budget requiring a written amendment to the Agreement duly executed by the Parties, unless the reallocation of such Funds on one or more occasions represents a cumulative amount of reallocated Funds equalling over 10% of the total Funds within the Budget.

**SCHEDULE “C”  
PROJECT DESCRIPTION AND TIMELINES**

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To be completed at time of contracting.

TEMPLATE

**SCHEDULE “D”  
BUDGET**

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To be completed at time of contracting.

TEMPLATE

**SCHEDULE “E”  
PAYMENT PLAN**

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To be completed at time of contracting.

TEMPLATE

## SCHEDULE “F” REPORTS

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The Recipient will deliver an interim progress report via a completed report template that is located on the Recipient’s dashboard in the Online Application Portal (OAP), including the following information:

1. A detailed outline of the initiative(s) actions taken to date, including any measurable success, both financially and otherwise.
2. An updated/revised action plan and timeline if/as required.
3. A cost report for costs incurred to date relative to the Budget.
4. Number of employee hours required to date for this Project; indicate whether staff and/or freelance hours.
5. Details of how the Province’s support has been acknowledged including copies of materials, promotional items, ads, flyers, press reviews etc. relating to the Project.
6. Where applicable, provide any draft or final materials (or screenshots, links, pdfs etc) created in the course of the project.

The Recipient will deliver a final report via a completed report template that is located on the Recipient’s dashboard in the Online Application Portal including the following information:

1. A comparison of execution with the original action plan.
2. A detailed cost report based on the Budget that accounts for revenues and expenditures, including in-kind goods and services. Explain significant variances in each budget category.
3. Actual total results to date, including the measurable results in dollar terms, and other non-financial results.
4. A rating on a scale of 1 (lowest) to 5 (highest) as to whether the project objectives were achieved. Provide a description of why, or why not, the project’s objectives and targets were achieved.
5. A description of other measures applied by the organization to evaluate the success of the Project. What other quantitative and qualitative results were achieved?
6. The Recipient’s strategy for self-evaluations and plans for any continuing or future execution of the Project as may be appropriate and how the initiative(s) undertaken have helped support and/or inform the long-term viability, strategy and business growth of the Recipient.
7. The total number of employee hours required for the Project; indicate whether staff and/or freelance hours.
8. Details of how the Province’s support has been acknowledged including copies of additional materials, promotional items, ads, flyers, press reviews, etc. subsequent to ones provided in the interim report.
9. Where applicable, provide final materials (or screenshots, links, pdfs etc) created in the course of the project.
10. An outline and assessment of the Recipient’s experience with the Province’s Magazine Fund.

The Province may require the Recipient to deliver a follow-up report. If so, a template will be provided by the Province to collect information on subsequent results, including any measurable results in dollar terms, and other non-financial results. This report will not be tied into a further financial payment to the Recipient.

**The due dates for the reports referred to above are set out in Schedule “E” to this Agreement, where applicable.**