

SCHEDULE 1

ONTARIO TRANSFER PAYMENT AGREEMENT
Grants Ontario Number: 2016-11-1-497905457

THE AGREEMENT is effective as of May 2nd, 2017

B E T W E E N :

Her Majesty the Queen in right of Ontario
as represented by the Minister of Citizenship and Immigration

(the “**Province**”)

- and -

The Corporation of the City Of London

(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
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.

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by Minister of
Citizenship and Immigration**

Date

Name: Alice Young
Title: Director, Immigration Policy Branch

The Corporation of the City of London

Date

Name: Matt Brown
Title: Mayor, City of London

I/We have authority to bind the Recipient.

Date

Name: Catharine Saunders
Title: Clerk, City of London

I/We have authority to bind the Recipient.

**SCHEDULE “A”
GENERAL TERMS AND CONDITIONS**

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 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 14.3(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; and
- (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.

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.

(e) - **END OF GENERAL TERMS AND CONDITIONS** -

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$ 20,000
Expiration Date	March 31, 2019
Amount for the purposes of section 0 of Schedule “A”	\$ 5,000
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Ingrid Vander Kloet Information, Research and Evaluation Unit Ontario Ministry of Citizenship and Immigration 400 University Avenue, 3rd Floor Toronto, Ontario, M7A 2R9 Telephone: (416) 327-8074 Email: ingrid.vanderkloet@ontario.ca
Contact information for the purposes of Notice to the Recipient	Jill Tansley Manager, Strategic Programs and Partnerships Social Services Housing, Social Services and Dearness Home City of London London, ONtario 151 Dundas Street, N6A 4L6 Telephone: 519.661.2500 x 7377 Email.: Jtansley@london.ca
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	Sandra Datars Bere Managing Director, Housing, Social Services and Dearness Home Housing, Social Services and Dearness Home City of London London, Ontario 151 Dundas Street, N6A 4L6 Fax: 519-661-0852 Email: sdatarsb@london.ca

Additional Provisions:

None

SCHEDULE “C”

PROJECT DESCRIPTION AND TIMELINES

Background The City of London has experience in leading work to help immigrants settle and integrate. In 2007, the City of London was the first municipality to launch a municipal immigration portal, and has successfully managed over \$650,000 of provincially-funded projects related to the attraction, retention, and settlement of immigrants and over \$1.5 million of federal funds through the London and Middlesex Local Immigration Partnership (LMLIP).

Most recently, London received funding through the Municipal Immigration Programs for *Start London*, a project to attract entrepreneurs to the city. The objective of *Start London* was to increase the number of immigrant entrepreneurs in London by encouraging them to move and to invest their money in this community and by providing them with the information they need about supports to initiate their businesses. While the primary audience is immigrant entrepreneurs, international students and/or their families are among those potential immigrant entrepreneurs.

The products of the project included a video called *Start London Canada* that promoted the benefits and supports for immigrant entrepreneurs to establish their business in Canada’s London (available in 6 languages); an online resource guide that would include the reasons for immigrant entrepreneurs to consider London as a destination and home to start a business, and the steps to achieve this; and the development of a network to promote the resources.

The City of London has also formed partnerships with the London Economic Development Corporation (LEDC) and the Small Business Centre. LEDC held focus sessions with local organizations that provide services to immigrant entrepreneurs. LEDC worked with the City and with the video producer to deliver a quality product that would appeal to immigrant entrepreneurs.

A newer function of the Immigration Portal is the “On the Move” Planning ToolBox, which allows users to create a personalized checklist for living or studying in London and Middlesex County. There are many ways this tool can be used online and help attract newcomers by explaining the necessary steps that need to be completed pre-arrival, upon arrival and post arrival. There is a “Task List” and “Helpful Link” for each subsection and area of potential interest which provides local information on all services and programs available.

The City of London is also the co-leader of the London Middlesex Local Immigration Partnership (LMLIP), one of the 34 Local Immigration Partnerships across Ontario. Funded by Immigration, Refugee and Citizenship Canada, the LMLIP is a collaborative community initiative designed to strengthen the role of the community in serving and integrating immigrants.

Since its inception in 2009, LMLIP has brought together many sectors, volunteers and immigrant communities to develop and implement locally-driven strategic plans that focus on the successful integration of immigrants in London and Middlesex. The LMLIP is recognized for its work hosting, supporting and organizing various information sessions for private refugee sponsors, especially to support privately sponsored Syrian refugees. Other key activities over the last few years have included the coordination of educational sessions in partnership with the London and Area Association (LAVA) to promote recruitment of immigrant volunteers; the creation of a multimedia communication strategy to raise awareness about immigrants highlighting available resources and engaging the host community; a presentation to the Standing Committee on Citizenship and Immigration House of Commons; and hosting a panel discussion with landlords, tenants and services providers to discuss housing issues.

The new LMLIP 2016-2019 Strategic Plan was developed through consultations with the community, including LMLIP members, federally and provincially funded organizations serving newcomers, ethno-cultural associations and input from other partners. The Strategic Plan focuses on the following overarching themes:

- Welcoming Community
- Communication and access to information
- Coordination and collaboration
- Supports and services for immigrants
- Reduction of systemic barriers

The LMLIP strives to align their projects with the immediate outcomes to ensure best integration of all newcomers/immigrants into Canadian society through the creation of welcoming communities. The LMLIP strives to address issues in multiple sectors through its five sub-councils (Education, Employment, Health and Wellbeing, Inclusion and Civic engagement, Justice and Protection Services and Settlement). As co-lead, the City of London supports such retention and integration initiatives and also helps spread awareness about the importance of embracing and fostering a diverse community.

Project Description

The objective of this project is to create an Immigration Strategy to identify a vision of where London wants to be in 10 years with regards to immigrant and newcomer attraction and settlement.

This project will complement work undertaken by the London Middlesex Local Immigration Partnership (LMLIP). The focus of the LMLIP has been on fostering a welcoming and inclusive community to retain newcomers who are looking to or who have already settled in London. Despite this work, it has been raised in consultations with local community stakeholders that there is a need for an Immigration Strategy to attract and retain newcomers, including international students, foreign-trained professionals and immigrants from multiple generations, including youth, to strengthen London's workforce. This need has also been recognized by the City of London's Council. An Immigration Strategy was identified as a priority in the 2015-2019 Strategic Plan for the City of London under the strategic area of "Growing our economy: Diverse employment opportunities".

This project will complement the LMLIP's work by focusing specifically on the attraction of newcomers. By bringing together local stakeholders in the fields of attraction of professionally trained newcomers and international students, as well as local employment/economic development, the Immigration Strategy will create clear and achievable priorities, an Action Plan with timelines and outcomes, as well as identify the resources needed to be successful.

The Immigration Strategy will build on existing initiatives while avoiding duplication of current initiatives by the LMLIP and the City of London. The Immigration Strategy will help to promote London as an ideal destination to settle in the long-term and partner with the other local initiatives being executed by the LMLIP and its various sub-councils. The strategy will focus on connecting local employers and stakeholders to the agencies, community supports and resources that will in turn help them with their recruitment and selection of newcomer talent. In addition, the Immigration Strategy will set in place an approach to measuring the attraction, retention and integration of newcomers in the region by leveraging existing data sources available to the City of London.

The objectives of the Immigration Strategy will be to increase immigration by international students and

skilled immigrants, as well as improving their labour market outcomes and integration in the workforce. Local stakeholders will work with community champions/volunteers who will be identified through an open invitation process by the LMLIP to achieve the goal of increasing immigration by international students and foreign-trained professionals in a cohesive manner. A second project objective is to improve the retention rate of foreign trained professionals in employment appropriate to their skills and training. This would benefit the economic integration of newcomers in the workforce and increase the numbers of immigrants gainfully employed in London.

The Immigration Strategy steering committee will collaborate with the LMLIP’s employment and education sub-councils. This will support the employment sub-council’s goal of immigrants being able to find work in their field of expertise as well as raise awareness with local community partners and employers of newcomers’ needs, contributions and abilities to strengthen London’s workforce.

This project will create an action-oriented Immigration Strategy developed by the steering committee along with community and stakeholder consultations which calls upon the multidimensional cooperation and collaboration of stakeholders, the City of London and all individuals and communities city-wide. The Immigration Strategy steering committee will be supported by an Immigration specialist, who will provide professional support throughout the project. In addition, a researcher will be engaged to provide research and analytical support for the project, including examining approaches to evaluation, metrics and tracking of outcomes once the Immigration Strategy has been adopted.

A consultation guide will be created by the Immigration Specialist with the help of a professional researcher in coordination with the Manager of Strategic programs and Partnerships. This guide will be approved by the steering committee to ensure the questions are appropriate. All results from the sessions will be compiled into an outcome report with recommendations for the final report along with the objectives, proposed action plan, outcomes and measurements (matrix).

The LMLIP will be involved as a member of the Immigration Strategy Steering Committee. In particular, its current and future work on developing London and Middlesex as a welcoming community will be relevant for the retention of immigrants to our community including the development of a consultation guide and drafting the Immigration Strategy.

The City will drive the strategy forward and champion local community partners to take ownership and actions to support this forward-looking community vision of where London wants to be in 10 years.

Through the implementation of the Immigration Strategy, London expects to:

- Increase attraction and retention of international students, foreign trained professionals, and multi-generational immigrants to London;
- Improve employment, labour market outcomes and integration into the workforce for immigrants in London; I

Project Activities

Activity	Description & Purpose	Activity Start and End Dates	Organization Responsible
Project Year 2017-18			
Consultations	Hold consultations with community champions, the Local Immigration Partnership, agencies involved in providing integration services to immigrants to collect views on	May 1 – June 30 th 2017	City of London-Immigration Specialist

	potential objectives of the Immigration Strategy and how to achieve them. Output: Input and support from community, newcomers, employers and stakeholders on the development of the Immigration Strategy		
Write Strategy with recommendations including draft report, edited version and final report.	Based on the SWOT analysis of the London area, discussions of the Steering Group and results from consultations, the Immigration Specialist will draft an Immigration Strategy for London with the support of the Manager of Strategic programs and Partnerships, which would include an Action plan complete with mechanisms for multidimensional cooperation, engagement and collaboration. Product: Draft Strategy	July 1 st – August 31 st 2017	City of London- Immigration Specialist with the support of the Manager of Strategic programs and Partnerships
Obtain Council endorsement	Immigration Specialist and the Manager of Strategic programs and Partnerships will present the Immigration Strategy and proposed Action Plan to Municipal Council.	September 1 st – October 21 st 2017	City of London - Immigration Specialist and Manager of Strategic Programs and Partnerships
Dissemination of Action Plan	Work with local stakeholders to disseminate the Action Plan consisting of a framework for implementation of the priorities organised by goal and major strategic actions necessary to achieve each of the 4 parallel priority streams identified by the steering committee. This Action Plan will be used to identify and indicate what specific activities they are currently undertaking as well as the expected time lines for implementing these activities to achieve the goals. This will be carried out by all partners and with support from the LMLIP. Output: Create awareness of the final product and next steps are clearly articulated to the community and stakeholders through an Action Plan	November 1 st 2017 – March 31 st 2018	City of London - Immigration Specialist and Manager of Strategic programs and Partnerships
Project Year 2018-19			
Immigration trends and reports	Report and update of first quarter results and update of City of London’s Strategic Plan Dashboard to indicate the progress made by the project.	April 1 st 2018 – March 31 st 2019	City of London - Immigration Specialist and Manager of Strategic programs and Partnerships. Statistical report to be done with the help of a Professional Researcher

Evaluation Plan and Performance Metrics

The overall effectiveness of the project will be evaluated on an ongoing basis through surveys and face-to-face interviews with stakeholders, steering committee members, community agencies and newcomers. The overall effectiveness and impact will be shown by annual achievement reports from key stakeholders and statistical analysis from the tracking tools used to collect data and reports by Statistics Canada on immigration trends. The evaluation plan will include surveys of immigrant-serving agencies, immigration

portal statistics and reports from the municipal social services department.

The Immigration specialist will organize face-to-face meetings throughout the project to ensure verbal feedback from stakeholders and community members is recorded and reflected in project reports. Information and statistical reports will be produced every quarter through the information recorded by these surveys, verbal submissions and municipal reports.

The numbers of participants, agencies and outcomes will be tracked by the Immigration specialist at the time of each meeting or consultation, and this material will be analyzed at the end of the project. This information will help to guide and modify the Action Plan.

Immigration trends and the implementation of the Immigration Strategy will be tracked and disseminated by the Immigration Specialist with the assistance of Manager, Social Planning and Research, City of London and the various mentioned stakeholders/steering committee.

Moving forward with the Immigration Strategy, the City of London will try to identify key metrics to measure immigration trends in the community, including measures to assess employment outcomes and workforce integration.

Through a data consortium, the City of London has access to information about immigrant’s labour market outcomes at a granular level. London will also use its own data to track the number of immigrants who exit Ontario Works to employment. These numbers will be analyzed by a professional researcher and incorporated into the statistical reports shared with the steering committee and stakeholders throughout the development of the Immigration Strategy. In addition, these data will be used to identify appropriate metrics for monitoring immigration trends in the London area over a ten year period.

Performance Metrics

Indicator	Description/Target
Participation in Consultations	<p>At least 15 organizations, agencies, and/or firms participate in consultations of strategy.</p> <p>At least 150 individuals will take part in consultations.</p>
Recruitment and retention of International students	<p>Increase enrolment of international students at postsecondary education institutions in the London area by a measure to be determined by the Steering Committee</p> <p>Increase the number of international students transitioning to post-graduate employment by a measure to be determined by the Steering Committee</p>
Immigration Strategy acceptance by LMLIP, Stakeholders and broader community	<p>Acceptance of plan and willingness to participate in the implementation of the Strategy. LMLIP along with the collaboration of local Stakeholders, become champions of the strategy and support of dissemination within the community.</p> <p>At least twenty community organizations agree to participate in the implementation of the Immigration Strategy</p>

Development of metrics to track immigration trends	5 metrics and target numbers will be selected by Steering Committee for monitoring progress on the Immigration Strategy in terms of immigrant attraction and employment integration over a ten year period
--	--

SCHEDULE "D"

BUDGET

	2017-18			2018-19			PROJECT TOTALS		
	MCI	In-Kind Contributions	Total Year 2017-18	MCI	In-Kind Contributions	Total Year 2018-19	MCI	In-Kind Contributions	Grand Total
Salaries and Benefits Expenses									
Position 1 - Manager, Strategic Programs& Partnerships, 20% of time	--	\$17,700	\$17,700	--	\$17,700	\$17,700	\$0	\$35,400	\$35,400
Position 2 - Specialist, Immigration, 60% of time	--	\$41,000	\$41,000	--	\$41,000	\$41,000	\$0	\$82,000	\$82,000
Benefits	---	\$14,300	\$14,300	--	\$14,300	\$14,300	\$0	\$28,600	\$28,600
Salaries and Benefits Total	\$0	\$73,000	\$73,000	\$0	\$73,000	\$73,000	\$0	\$146,000	\$146,000
Project Expenses									
Professional Researcher Fee - Costs to cover professional researcher to aid statistical research	\$9,500	--	\$9,500	\$7,600	--	\$7,600	\$17,100	\$0	\$17,100
Community Consultations - room rentals, refreshments, material supplies	\$2,063	--	\$2,063	--	--	\$0	\$2,063	\$0	\$2,063
Project Expenses Total	\$11,563	\$0	\$11,563	\$7,600	\$0	\$7,600	\$19,163	\$0	\$19,163
Eligible HST	\$204	\$0	\$204	\$134	\$0	\$134	\$337	\$0	\$337
Central Administrative Expenses									
General expenses - travel, parking	\$500	--	\$500	--	--	\$0	\$500	\$0	\$500
Central Administrative Expenses Total	\$500	\$0	\$500	\$0	\$0	\$0	\$500	\$0	\$500
Total expenses	\$12,267	\$73,000	\$85,267	\$7,734	\$73,000	\$80,734	\$20,000	\$146,000	\$166,000
Total MCI funding									\$20,000
Total In-Kind Funding									\$146,000

SCHEDULE "E"
PAYMENT PLAN

PAYMENT DATE OR MILESTONE	AMOUNT
Upon both parties signing the Agreement	\$16,000
Upon the Province's approval of the Final Report	\$4,000
TOTAL:	\$20,000

SCHEDULE "F"

REPORTING

Deliverables	Due Date
1. Proof of Insurance as per section 11 of the Agreement (see below). Refer to Schedule "A" for the required limit.	Upon signing of the Agreement
2. Final Report & Financial Statement (see below)	February 1, 2019
3. Recipient's Audited Financial Report (see below)	Timing of submission to be confirmed through consultation between the Recipient and Ministry program staff (Refer to Schedule "B" for contact information).

Insurance Requirements (see: section 11; Schedule "A")

Provide a certificate as proof of insurance that meets the requirements specified in section 11 of the Agreement. The certificate of insurance must:

1. State that the insured party is the municipality holding the Agreement.
2. Identify the date of coverage. The dates must be for the current year. Each renewal of the vendor's insurance policy will require a new certificate to be issued and submitted to the Ministry.
3. Identify the additional insured as "Her Majesty the Queen in Right of Ontario, her Ministers, appointees and employees". This phrase should appear on the certificate face.
4. Identify the type and amount of coverage set out in the Agreement (see: section 11; Schedule "A").
5. Include a statement that the certificate holder will be notified of any cancellation or material change within 30 days.
6. Include the signature of an authorized insurance representative.

Report Requirements – Interim Report & Financial Statement

The Interim Report & Financial Statement must include the following items:

- (a) An interim update on the status and progress of the Project to date, including:
 - (i) Documentation of the status to date of each of the project's major activities documented in Schedule "C".
 - (ii) Documentation of the progress of the project to date towards achieving the objectives documented in Schedule "C".
 - (iii) A description of the development and implementation of a plan to evaluate the

success of the project, and an overview of any project evaluation results gathered to date;

- (iv) Overview of any variances in the achievement of planned outputs/outcomes (e.g., delays in completing planned activities) and barriers encountered; and, if appropriate, planned remedial actions to ensure activities are completed and objectives are met.

- (b) A report on Project revenue and expenditures to date related to Ministry funding that adheres to section 4.3 Use of Funds and Project. (Note: as per section 4.5 of the Agreement, changes to the project budget contained in Schedule “D” are permitted only with prior written approval from the Province. If reallocation is required, first contact Ministry program staff, refer to Schedule “B” for contact information).

The financial report must specify actual expenditures/revenues against the approved budget and explain any significant variances (+/- 10% of budgeted amount) for each cost category up to the date of the report. The report must be signed by an authorized signing officer of the municipality (e.g., Chief Financial Officer/Finance Director).

Report Requirements – Final Report & Financial Statement

The Final Report must include the following items:

- (a) Final update on the status and progress of the Project to date, including:
 - (i) Documentation of the completion of each of the project’s major activities documented in Schedule “C”.
 - (ii) Documentation of achievement of each of the project’s objectives documented in Schedule “C”.
 - (iii) An overview of final project evaluation results.

- (b) A final financial statement which accounts for all Project revenue and expenditures related to Ministry funding, signed by an authorized signing officer of the municipality confirming actual final project expenditures/revenues against the approved budget and explain any significant variances (+/- 10% of budgeted amount) for each cost category up to the date of the report.

The report must be signed by an authorized signing officer of the municipality (e.g., Chief Financial Officer/Finance Director) and confirm the following:

- (i) That project funding has been solely applied to costs directly related to the project outlined in the Agreement;
- (ii) That funding and/or expenditures from other sources have not been included in the Report;
- (iii) That reported expenditure is net of HST rebates;
- (iv) That shared costs have been properly apportioned to the Project;
- (v) The amount of unspent grant funding (if any);
- (vi) That the Recipient bears full responsibility for absorbing project deficits (if any);
- (vii) The date that the Recipient’s Audited Financial Report (see below) will be submitted to the Ministry.

Report Requirements – Recipient’s Audited Financial Report

- a) This report is the annual audited organizational financial report, including financial statements prepared by external auditors.

The Province does not require a separate schedule to be prepared for each Project funded as long as Province revenue and expenditures are identifiable within the report and the project-specific interim and final financial reports described above are duly signed by an authorized signing officer, submitted by the Recipient and accepted by the Province.

Submission of the Recipient’s Audited Financial Report to the Ministry may come after submission of the final project report and final project financial statement. Timing of submission of the Recipient’s Audited Financial Report must be confirmed through consultation between the Recipient and Ministry program staff prior to the completion of the Project.