

<b>TO:</b>	<b>CHAIR AND MEMBERS FINANCE AND ADMINISTRATIVE SERVICES COMMITTEE MEETING ON AUGUST 27, 2012</b>
<b>FROM:</b>	<b>GRANT HOPCROFT DIRECTOR, INTERGOVERNMENTAL &amp; COMMUNITY LIAISON</b>
<b>SUBJECT</b>	<b>AGREEMENT WITH THE PROVINCE OF ONTARIO TO ENHANCE THE LONDON AND MIDDLESEX IMMIGRATION PORTAL BY CREATING A SECTION ON INTERNATIONAL LEARNING</b>

### **RECOMMENDATION**

That, on the recommendation of the Director of Intergovernmental and Community Liaison, the attached proposed By-Law (Appendix A) **BE INTRODUCED** at the Municipal Council meeting of August 28, 2012:

- a) **TO APPROVE** the agreement with Her Majesty the Queen in Right of Ontario, as represented by the Minister of Citizenship and Immigration, to obtain Provincial funding of \$26,000 to enhance the London and Middlesex Immigration Portal by creating a section on international learning; and
- b) **TO AUTHORIZE** the Mayor and City Clerk to execute the Agreement in (a) above.

### **PREVIOUS REPORTS PERTINENT TO THIS MATTER**

- Immigration Portal Status Report, Board of Control, March 22, 2006.
- Immigration Portal Status Report, Board of Control, January 31, 2007.
- Immigration Portal Status Report, Board of Control, October 31, 2007.
- Immigration Portal Sustainability, Board of Control, February 5, 2008.
- Agreement with the Province of Ontario for Enhancements to the London and Middlesex Immigration Portal, Board of Control, April 9, 2008.
- Requested Administrative Funding for the Heritage and Immigration Web Portals, Committee of the Whole, February 10, 2009.
- Immigration Portal Status Report, Board of Control, March 25, 2009;
- Agreement with the Province of Ontario to host the 2010 Municipal Immigration Information Online Workshop, Board of Control August 25, 2010.
- Agreement with the Province to develop multilingual marketing materials, Board of Control, Sept 29, 2010
- Agreement with the Province to enhance the London and Middlesex Immigration Portal, Finance and Administration Committee, July 20, 2011
- Agreement with the Province to enhance the marketing of the London and Middlesex Immigration Portal, Finance and Administrative Services Committee, February 27, 2012

### **BACKGROUND**

The purpose of this project is to continue to enhance the London and Middlesex County Immigration Portal, which launched in 2007. We propose to develop a new section on the London and Middlesex County Immigration Portal that would highlight London as a Learning Centre for international students. This would include the creation of content including written and audio-visual materials for inclusion on the Immigration Portal.

With the support of provincial funding, we will seek to engage London's educational partners in a sustained way to develop a collective strategy to further refine London's reputation as an International Centre for Learning. These partners include Fanshawe College, Western University, public and private secondary and post-secondary institutions.

An increasing number of international students are choosing to continue their studies in London, be it at Fanshawe College, Western University (Western), one of the many public and private colleges or secondary schools or our training facilities that offer English as a Second Language (ESL). London is becoming known as an International Centre of Learning.

In 2009, international students provided a significant boost to the Canadian economy through their contribution of \$8 billion the previous year and their presence created over 83,000 jobs. Both Western and Fanshawe College are sharpening their strategies to recruit overseas and the international student market and they are capturing an increasing share of this student body. They are also coordinating their efforts with private colleges that offer ESL and senior high school programs for foreign students which seek to prepare the students for enrolment in Canadian universities.

The City of London is entering into an agreement with the Province of Ontario to obtain funding \$26,000 in funding for the London and Middlesex Immigration Portal. All funding for this project will be provided by the Province of Ontario.

### **Indemnity**

As was the case with an earlier contract with the Ministry of Citizenship and Immigration this year, the Province has adopted a firm stance on indemnity, and will not permit amendment of the contract in any manner. The indemnity clause reads as follows:

**13.1** The Recipient will indemnify and hold harmless the Province from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of carrying out the Project under, or otherwise in connection with, this Agreement. The Recipient further agrees to indemnify and hold harmless the Province for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Province, claimed or resulting from such Claims.

In essence, this indemnification obligates the City to bear financial responsibility for "... any and all Claims ... in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient ..." or any party the City is responsible for at law.

### **Insurance**

Similarly, the Province will not allow us to alter the language in the insurance clause which reads as follows:

**14.1** The Recipient hereby agrees to put in effect and maintain insurance for the term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary insurance that is appropriate for a prudent person in the business of the Recipient would maintain including, but not limited to, the following:

(a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy is to include the following clauses:

- (i) the Province as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
- (ii) cross-liability clause;
- (iii) contractual liability coverage; and
- (iv) thirty (30) day written notice of cancellation, termination or material change.

The Manager of Risk Management has advised that the City of London does not comply with the insurance requirements of the Province of Ontario as it is not insured by a A.M. Best rated agency. A. M. Best rates the financial stability of insurance companies. Instead the City's insurer is Ontario Municipal Insurance Exchange (OMEX) a not-for-profit insurer owned by Ontario municipalities and dedicated solely to insuring municipalities. The Province has indicated that, as it has done in the past, it considers the City of London's insurance equivalent to what is specified in the contract.

### **Timing**

The project ends March 31, 2013.

This report was prepared in consultation with Lynn Marshall, Sollicitor and Joy Jackson, Manager, Risk Management.

PREPARED BY:	RECOMMENDED BY:
<b>JILL TANSLEY</b> <b>MUNICIPAL POLICY SPECIALIST</b>	<b>GRANT HOPCROFT, DIRECTOR</b> <b>INTERGOVERNMENTAL AND</b> <b>COMMUNITY LIAISON</b>

Appendix A: By-Law.

Schedule 1: Ontario Funding Agreement

## **APPENDIX "A"**

Bill No.  
2012

By-law No.

A By-law to approve the Ontario Funding Agreement for the enhancement of the London and Middlesex Immigration Portal with Her Majesty the Queen in Right of Ontario as represented by the Minister of Citizenship and Immigration; and to authorize the Mayor and the City Clerk to execute the Agreement.

WHEREAS section 9 of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 8 provides that the powers of a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable it to govern its affairs as it considers appropriate and to enhance its ability to respond to municipal issues;

AND WHEREAS subsection 10(1) of the *Municipal Act, 2001* provides that a municipality may provide any service or thing that the municipality considers necessary or desirable for the public;

AND WHEREAS subsection 10(2) of the *Municipal Act, 2001* provides that a municipality may pass by-laws respecting: 5. Economic, social and environmental well-being of the municipality; 7. Services and things that the municipality is authorized to provide under subsection (1);

AND WHEREAS section 22 of the *Municipal Act, 2001* provides that a municipality may provide a system that it would otherwise not have power to provide within the municipality if it does so in accordance with an agreement with the Province of Ontario under a program established and administered by the Province of Ontario;

AND WHEREAS subsection 5(3) of the *Municipal Act, 2001* provides that a municipal power shall be exercised by by-law;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Ontario Funding Agreement to be entered into between The Corporation of the City of London and Her Majesty the Queen in Right of Ontario, for the enhancement of the London and Middlesex Immigration Portal, attached as Schedule "1" to this By-law, is approved.
2. The Mayor and the City Clerk are authorized to execute the agreement approved under section 1 above.
3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on August 28, 2012.

Joe Fontana  
Mayor

Catharine Saunders  
City Clerk

First reading -  
Second reading -  
Third reading -

## **SCHEDULE 1**

### **ONTARIO FUNDING AGREEMENT**

**THIS AGREEMENT** made as of July 11, 2012

**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**”)

**WHEREAS** the Recipient is carrying-out the Project (as defined in Schedule “A”);

**AND WHEREAS** the Province wishes to provide funding to the Recipient for the purpose of assisting with the Project;

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the parties agree as follows:

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

constitutes the entire agreement between the parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements. There are no other agreements, understandings, representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed or anticipated in it.

**IN WITNESS WHEREOF**, the Province and the Recipient have respectively executed and delivered this Agreement as of the date set out above.

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

by:

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Date

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Name:  
Position:

Authorized Signing Officer

**THE CORPORATION OF THE CITY OF LONDON**

by:

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Date

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Name: Joe Fontana  
Position: Mayor

I/we have authority to bind the Recipient

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Name: Catharine Saunders  
Position: Clerk

## SCHEDULE “A” GENERAL TERMS AND CONDITIONS

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### **1.0 Definitions**

- 1.1 When used in this Agreement, the following terms will have the meanings ascribed to them below:
- (a) **“Additional Funding Requirements”** means the requirements referred to in paragraph 3.3(b) and as specified in Schedule “B”;
  - (b) **“Additional Provisions”** means the terms and conditions referred to in section 10.1 and as specified in Schedule “B”;
  - (c) **“Agreement”** means this agreement (including the cover and execution pages and all of the schedules) entered into between the Province and the Recipient and any instrument amending this agreement;
  - (d) **“Budget”** means the Project budget set out in Schedule “D”;
  - (e) **“Claims”** means any and all liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings;
  - (f) **“Expiration Date”** means the date on which this Agreement will expire and is the date set out in Schedule “B”;
  - (g) **“Fiscal Year”** means:
    - (i) in the case of the first Fiscal Year, the period commencing on the date of this Agreement and ending on first day that is March 31 following the date of this Agreement; and
    - (ii) in the case of Fiscal Years after the first Fiscal Year, the period commencing on the date that is April 1 following the end of the previous Fiscal Year and ending on the following March 31;
  - (h) **“Funding”** means the funds provided to the Recipient by the Province pursuant to this Agreement and will be payable in lawful money of Canada;
  - (i) **“Maximum Funding”** means the maximum amount of the Funding to be provided as set out in Schedule “B”;
  - (j) **“Project”** means the project described in Schedule “C”.

### **2.0 Term of Agreement**

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

### **3.0 Funding**

- 3.1 The Province will provide Funding up to the Maximum Funding to the Recipient for the purpose of completing the Project.
- 3.2 The Province will disburse the Funding according to the schedule provided in Schedule “B”.
- 3.3 Despite sections 3.1 and 3.2, the Province:
- (a) may adjust the amount of Funding to be provided to the Recipient in any Fiscal Year based upon the Province’s assessment of the reports provided to the Province pursuant to Article 11.0;
  - (b) will not provide any Funding to the Recipient until the insurance requirements described in Article 14.0 have been met and any Additional Funding Requirements have been met; and
  - (c) shall not provide Funding instalments unless it is satisfied with the progress of the Project.

### **4.0 Project**

- 4.1 The Recipient will carry out the Project and will do so in compliance with the description set out in Schedule “C” and all federal, provincial or municipal laws or regulations, or any orders, rules or by-laws related to any aspect of the Project. The Province is not responsible in any way for the carrying out of the Project.
- 4.2 The Recipient will not make any changes to the Project without the prior written consent of the Province.
- 4.3 The Recipient will carry out the Project in accordance with the timelines provided in Schedule “C”.

4.4 If the Project involves the creation of intellectual property, the Recipient agrees that the Province may from time to time direct the Recipient to grant to one or more third parties a gratuitous, non-commercial license to reproduce all or part of such intellectual property.

## **5.0 Budget**

5.1 The Recipient will only use the Funding for the purpose of carrying out the Project and will expend those funds only in accordance with the Budget.

5.2 The Recipient will not make any changes to the Budget (including re-allocating any part of the Funding to a different Fiscal Year) without the prior written consent of the Province.

## **6.0 Holding of Funding**

6.1 Until it is used in accordance with this Agreement, the Funding will be placed in an account that:

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

6.2 If the Province flows the Funding to the Recipient prior to the Recipient's immediate need for the Funding the Recipient shall place the Funding in an interest bearing account.

6.3 If the Recipient earns any interest on the Funding:

- (a) the Province may deduct the interest amount from any further Funding instalments; and/or
- (b) the Recipient shall pay any interest to the Province as directed by the Province.

## **7.0 Tendering for Goods and Services and Disposal of Assets**

7.1 The Recipient will manage the Project wisely and prudently achieving value for money. The Recipient will acquire all supplies, equipment and services, including any advertising-related services, purchased with the Funding through an appropriate competitive process. Where the purchase price exceeds \$5,000, the Recipient will, at a minimum, obtain at least three written quotes unless:

- (a) the expertise the Recipient is purchasing is specialised and is not readily available; or
- (b) it is unreasonable for the Recipient to obtain three (3) written quotes because the Recipient has already researched the market for another similar purchase and knows the market.

7.2 The Recipient will not without the Province's prior written consent sell, lease or otherwise dispose of any assets purchased with the Funding, the purchase price of which exceeds \$1,000.

## **8.0 Conflict of Interest**

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

8.2 For these purposes, a conflict of interest includes a situation in which a person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this Article prevents the Recipient from reimbursing its volunteers for their reasonable out of pocket expenses incurred in connection with the Project.

8.3 The Recipient will disclose to the Province without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.

## **9.0 Representations, Warranties and Governance**

9.1 The Recipient represents warrants and covenants that:

- (a) it is, and shall continue to be for the term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out the Project; and
- (c) all information (including information relating to any eligibility requirements for Funding) the Recipient provided to the Province in support of its request for funding was true and complete at the time the Recipient provided it, and shall continue to be true and complete for the term of this Agreement, in every respect except as set out to the contrary in this Agreement.

9.2 The Recipient represents and warrants that:

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

9.3 The Recipient represents, warrants and covenants that it has

- (a) established, and shall maintain for the period during which this Agreement is in effect, by-laws or other legally necessary instruments to:

- (i) establish decision-making mechanisms;
  - (ii) provide for the prudent and effective management of the Funding;
  - (iii) establish procedures to enable the successful completion of the Project; and
  - (iv) establish procedures to enable the preparation and delivery of all reports required pursuant to Article 11.0.
- 9.4 Upon request, the Recipient shall provide the Province with proof of the matters referred to in this Article.
- 10.0 Further Conditions**
- 10.1 The Recipient will comply with any Additional Provisions.
- 10.2 The Recipient acknowledges that the Province may impose further terms and conditions on the use of the Funding which it considers appropriate for the proper expenditure and management of the Funding and the carrying out and completion of the Project.

## **11.0 Reporting, Accounting and Review**

11.1 The Recipient will submit to the Province:

- (a) progress reports as required by Schedule "B";
- (b) a final report upon completion of the Project; and
- (c) such other reports as the Province may require from time to time.

11.2 The Recipient will deliver all reports in a form satisfactory to the Province.

11.3 Each report referred to in paragraphs 11.1(a) and (b) will include the following items:

- (a) details of how the Province's support has been acknowledged in accordance with Article 15.0;
- (b) an unaudited statement which accounts for Project revenue and expenditures;
- (c) an indication of whether the objectives of the Project are being / were met;
- (d) a description of how the success of the Project is being / was measured;
- (e) a description of the level of community participation and response;
- (f) in the case of the final report, an audited financial statement which accounts for Project revenue and expenditures, if audited statements are normally prepared by the Recipient; otherwise, a review engagement report which accounts for Project revenue and expenditures prepared by an accredited accountant external to the Recipient; and
- (g) any other details that may be requested by the Province.

11.4 The Recipient:

- (a) will keep and maintain all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Project in a manner consistent with generally accepted accounting principles and clerical practices;
- (b) will maintain such records and keep them available for review or investigation by the Province for a period of seven (7) years from the date of the expiry or termination of this Agreement; and
- (c) will maintain all non-financial documents and records relating to the Funding or otherwise to the Project, including any records it receives about the people it serves, in a confidential manner consistent with all applicable law.

11.5 The Province or its authorized representatives may, upon twenty-four (24) hours' notice to the Recipient and during normal business hours:

- (a) enter upon the Recipient's premises to review the status and manner of operation of the Project;
- (b) inspect and copy any financial records, invoices and other financially-related documents in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project;
- (c) inspect and copy non-financial records in the possession or under the control of the Recipient which relate to the Funding or otherwise to the Project, except that, where such records relate to a third party served by the Project, the Province will obtain the consent of the third person before inspecting or copying such records; and
- (d) conduct a full or partial audit or investigation of the Recipient in respect of the Project.

11.6 The Recipient will cooperate with the Province in respect of the exercise of the Province's rights set out in section 11.5, and the Recipient will provide any information in respect of the Funding or the Project that the Province may reasonably request.

11.7 The purposes for which the Province may exercise its rights under this Article include:

- (a) determining for what items and purposes the Recipient expended the Funding;
- (b) determining whether and to what extent the Recipient expended the Funding with due regard to economy and efficiency; and
- (c) determining whether the Recipient completed the Project effectively and in accordance with the terms of this Agreement.

11.8 For greater clarity, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to Section 9.1 of the *Auditor General Act* (Ontario).

## **12.0 Limitation of Liability**

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

Agreement.

#### **13.0 Indemnity**

- 13.1 The Recipient will indemnify and hold harmless the Province from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Recipient, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of carrying out the Project under, or otherwise in connection with, this Agreement. The Recipient further agrees to indemnify and hold harmless the Province for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organisation, including, without limitation, the Province, claimed or resulting from such Claims.

#### **14.0 Insurance**

- 14.1 The Recipient hereby agrees to put in effect and maintain insurance for the term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary insurance that is appropriate for a prudent person in the business of the Recipient would maintain including, but not limited to, the following:
- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy is to include the following clauses:
    - (i) the Province as an additional insured with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, this Agreement;
    - (ii) cross-liability clause;
    - (iii) contractual liability coverage; and
    - (iv) thirty (30) day written notice of cancellation, termination or material change.

- 14.2 Before beginning the Project, the Recipient will provide the Province with a valid Certificate of Insurance that references the Project and confirms the above requirements. The Recipient will provide the Province with a copy of the policy and any renewal replacement certificates as may be necessary.

#### **15.0 Credit**

- 15.1 The Recipient:

- (a) will acknowledge, in a format approved by the Province, the support of the Province in all materials related to the Project;
- (b) will advise the Province in writing of any public communication, interview, media event, report or presentation that is expected to refer to the Project and provide the opportunity for the Province to be present where appropriate. The Recipient will provide the Province with a minimum of ten (10) business days prior written notice of such events, or as soon as the Recipient is aware of such events;
- (c) will not make any public announcement, news release, advertising or other form of publicity regarding the Funding until permission to do so is received from the Province; and
- (d) where applicable, will include a statement in any materials related to the Project that the views expressed in such materials are the views of the Recipient and do not necessarily reflect those of the Province.

#### **16.0 Termination for Convenience**

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

#### **17.0 Termination and Corrective Action**

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

- (a) in the opinion of the Province:
  - (i) the Recipient has knowingly provided false or misleading information regarding its funding request or in any other communication with the Province;
  - (ii) the Recipient breaches any provision of this Agreement;
  - (iii) the Recipient is unable to complete the Project or is likely to discontinue it; or
  - (iv) it is not reasonable for any reason for the Recipient to complete the Project;
- (b) the nature of the Recipient's business, or its corporate status, changes so that it no longer meets any applicable eligibility requirements under which the Province is providing the Funding;

- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; or
  - (d) the Recipient ceases to carry on business.
- 17.2 If the Province considers that it is appropriate to allow the Recipient the opportunity to remedy a breach of this Agreement, the Province may give the Recipient an opportunity to remedy the breach by giving the Recipient written notice:
- (a) of the particulars of the breach;
  - (b) of the period of time within which the Recipient is required to remedy the breach; and
  - (c) that the Province will terminate this Agreement:
    - (i) at the end of the notice period provided for in the notice if the Recipient fails to remedy the breach within the time specified in the notice; or
    - (ii) prior to the end of the notice period provided for in the notice if it becomes apparent to the Province that the Recipient cannot completely remedy the breach within that time or such further period of time as the Province considers reasonable, or the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province.
- 17.3 If the Province has provided the Recipient with an opportunity to remedy the breach, and
- (a) the Recipient does not remedy the breach within the time period specified in the notice;
  - (b) it becomes apparent to the Province that the Recipient cannot completely remedy the breach within the time specified in the notice or such further period of time as the Province considers reasonable; or
  - (c) the Recipient is not proceeding to remedy the breach in a way that is satisfactory to the Province,
- the Province may immediately terminate this Agreement by giving notice of termination to the Recipient.
- 17.4 Despite the Province's right to terminate this Agreement pursuant to section 17.1, the Province may, in addition to and in the alternative to section 17.2, choose not to terminate this Agreement and may take whatever corrective action it considers necessary and appropriate, including suspending Funding for such period as the Province determines, to ensure the successful completion of the Project in accordance with this Agreement.
- 17.5 The effective date of any termination under this Article will be the last day of the notice period, the last day of any subsequent notice period or immediately, which ever applies.
- 18.0 Funding Upon Termination**
- 18.1 Upon termination of this Agreement pursuant to either Article 16.0 or 29.0, the Province may:
- (a) cancel all further Funding instalments; and/or
  - (b) demand the repayment of any Funding (including any interest) remaining in the possession or under the control of the Recipient;
- and the Province will determine the Recipient's reasonable costs to terminate the Project (if such action is necessary) and allow the Recipient to set-off such costs against the amount owing by the Recipient to the Province. In no event will the Province be responsible for any amount by which the costs exceed the amount owing.
- 18.2 Upon termination of this Agreement pursuant to Article 17.0, the Province may:
- (a) cancel all further Funding instalments; and/or
  - (b) demand the repayment of the Funding in whole or in part (including any interest), or an amount equal thereto.
- 19.0 Recipient's Repayment of Funds**
- 19.1 If the Province demands the payment by the Recipient of any Funding or interest on the Funding pursuant to this Agreement, the amount demanded will be deemed to be a debt due and owing to the Province by the Recipient, and the Recipient will pay the amount to the Province immediately unless the Province directs otherwise.

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

## **20.0 Notices**

- 20.1 Any notice or communication required or permitted to be given under this Agreement will be:
  - (a) in writing;
  - (b) delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and
  - (c) addressed to the other party as provided in Schedule "B" or as either party will later designate to the other in writing.
- 20.2 All notices will be effective:
  - (a) at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or
  - (b) three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when the Province is normally closed for business, in which case the notice will not be effective until the next day that is a day when the Province is normally open for business.

## **21.0 Severability of Provisions**

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

## **22.0 Amendment and Waiver**

- 22.1 No amendment of or addition to this Agreement will be valid unless it is in writing and signed by each party.
- 22.2 A waiver of any failure to comply with any term of this Agreement will be in writing and signed by the party providing the waiver. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

## **23.0 Independent Parties**

- 23.1 The parties are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

## **24.0 Assignment of Agreement or Funding**

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

## **25.0 Governing Law**

- 25.1 This Agreement and the rights, obligations and relations of the parties to this Agreement will be governed by and construed in accordance with the laws of the province of Ontario. The parties irrevocably attorn and submit to the exclusive jurisdiction of the courts of the province of Ontario and all courts competent to hear appeals therefrom.

## **26.0 Further Assurances and Consents**

- 26.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect this Agreement to its full extent.

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

**27.0 Circumstances Beyond the Control of Either Party**

27.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Province and the Recipient including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

**28.0 Survival**

28.1 Upon the expiration or termination of this Agreement, the provisions in Articles 6.0 (Holding of Funding), 11.0 (Reporting, Accounting and Review), 12.0 (Limitation of Liability), 13.0 (Indemnity), 15.0 (Credit), 18.0 (Funding upon Termination), 19.0 (Recipient's Repayment of Funds), 28.0 (Survival), 32.0 (FIPPA) and sections 4.4 and 7.2 will survive.

**29.0 Appropriation**

29.1 Despite any other provision of this Agreement, any payment by the Province under this Agreement is subject to there being an appropriation for the Fiscal Year in which the payment is to be made and there being funds available. Furthermore, should the Province's funds be reduced or otherwise become unavailable by non-appropriation by the Legislative Assembly of Ontario, the Province may (1) reduce the amount of the Funding and/or (2) in accordance with section 18.1 terminate this Agreement immediately upon giving notice to the Recipient.

**30.0 Interpretative Value of Agreement Documents**

30.1 In the event of any conflict or inconsistency between any of the Schedules to this Agreement, Schedule "A" will prevail over any of the other Schedules.

30.2 The division of this Agreement into schedules, articles, sections, clauses, paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

**31.0 Counterparts**

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

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

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

32.2 The Recipient acknowledges that the Province may make public the name and business address of the Recipient, the amount of the Funding and the purpose for which the Funding has been provided.

**33.0 Time of Essence**

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

**34.0 Number and Gender**

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

**35.0 Joint and Several**

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

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

**SCHEDULE "B"**  
**PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

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PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS	
<b>Maximum Funding</b>	\$26,000
<b>Funding Instalments</b>	Subject to subsection 3.3(b) of Schedule "A" of this Agreement, \$20,800 upon both parties signing the Agreement \$2,600 upon the Recipient's completion of the Interim Report \$2,600 upon the Province's approval of the Final Report
<b>Expiration Date</b>	March 31, 2013
<b>Address for notice if to the Province</b>	Stephanie Arnold Senior Program Consultant, Information and Portal (A) Immigration Policy Branch 400 University Avenue, 3rd Floor Toronto, Ontario M7A 2R9 Telephone: 416-327-8074 Fax: 416-326-1044
<b>Address for notice if to the Recipient</b>	Grant Hopcroft Director, Intergovernmental and Community Liaison City Hall, 11th Floor 300 Dufferin Avenue P O Box 5035 London, Ontario N6A 4L9 Tel.: 519-661-2500 Ext.0939 Fax: 519-661-5813
<b>Reporting</b>	Interim Report Due date: December 14, 2012  Final Report Due date: March 31, 2013
<b>Additional Funding Requirements</b>	The Province will not provide any Funding to the Recipient until the Recipient has provided a municipal by-law or resolution authorizing the Municipal Council to enter into this Agreement.
<b>Additional Provisions</b>	Nil

**SCHEDULE "C"**  
**PROJECT DESCRIPTION**  
**AND TIMELINES**

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**Summary of rationale for funds**

An increasing number of international students are choosing to continue their studies in London, be it at Fanshawe College, Western University (Western), one of the many public and private colleges or secondary schools or our training facilities that offer English as a Second Language (ESL). London is becoming known as an International Centre of Learning.

In 2009, international students provided a significant boost to the Canadian economy through their contribution of \$8 billion the previous year and their presence created over 83,000 jobs. Both Western and Fanshawe College are sharpening their strategies to recruit overseas and the international student market and they are capturing an increasing share of this student body. They are also coordinating their efforts with private colleges that offer ESL and senior high school programs for foreign students which seek to prepare the students for enrolment in Canadian universities.

The current pages on the Immigration Portal on learning are highly popular as evidenced by our web statistics. In 2011, of ten top search pages by readers, four relate to education. We propose to develop a new section on the London and Middlesex County Immigration Portal that would highlight London as a Learning Centre for international students. This would include the creation of content including written and audio-visual materials for inclusion on the Immigration Portal.

The proposed project seeks to engage London's educational partners in a sustained way to develop a collective strategy to further refine London's reputation as an International Centre for Learning. These partners include Fanshawe College, Western University, public and private secondary and post-secondary institutions.

The City of London and the County of Middlesex are committed to sustaining the London and Middlesex Immigration Portal and view this as part of an overall strategy to attract and retain newcomers. London staff involvement includes oversight of the project by the Director of Intergovernmental and Community Liaison, administration by a Municipal Policy Specialist, and ongoing technical training and assistance provided by the City's Technical Services Division. The Immigration Portal is located on the City server. London City Council has authorized an ongoing contract with the Cross Cultural Learner Centre to maintain the Portal, write and provide new features and updates, and promote the Portal. In addition, the LMLIP has identified the Portal as its primary communications tool which has resulted in increased dissemination of information on the LMLIP and its work and has strengthened partnerships with the newcomer community. The proposed project will strengthen our connections with educational institutions, both public and private.

**2. Activity and tasks**

The project would include the development of written and audio-visual materials to support the brand. This material will be developed in consultation with the London and Middlesex Immigration Steering Committee and the new International Partners' Working Group composed of representatives of Western University and its affiliate colleges, Fanshawe College, the London International Academy, the private sector, and a selection of settlement agencies. The content will be loaded onto the London and Middlesex Immigration Portal and educational partners will point to this section of the site. Focus group testing will be used to test and revise the content.

**4. Timeline/Workplan**

<b>Project Component</b>	<b>Activity</b>	<b>Timeline</b>	<b>Lead</b>	<b>Deliverable</b>
Content	Determine needs	October 31, 2012	Project Coordinator in consultation with Steering Committee	Terms of reference for Consultant
	Hire consultant(s)	Nov 14, 2012	Project Coordinator	Selection of Consultant
	Draft writing/audio-visual concepts	Jan 18, 2013	Consultant in consultation with Steering Committee	Development of draft written material
	Focus group testing	Feb 8, 2013	Consultant in cooperation with Project coordinator and selected members of Steering Committee	Feedback from newcomers on draft writing
	Finalize writing/audio-visual concepts	Feb 22 15, 2013	Consultant	Content
	Loading on Portal	March 8, 2013	Cross Cultural Learner Centre, with assistance from Technical Services Division	New Centre of Learning material on portal

**5. Project Governance**

The project will be governed by the Operational Steering Committee for the Immigration Portal which is currently composed of representatives of the City of London (with staff from the City Manager's Department, Community Services Department, Technical Services Division), the County of Middlesex, the County of Middlesex Public Library, the London Public Library, the London Economic Development Corporation, the London Cross Cultural Learner Centre, and WIL Employment Connections. This is the Committee which continues to monitor the administration of the Portal. (See Appendix 1 for terms of reference of Operational Steering Committee members.)

## **6. Measuring Success**

Success of this project will be measured in three ways:

- a) An increased level of both public and private educational partners involved with the London and Middlesex Immigration Portal, either as members on Steering Committee or as informal partners.
- b) The demand by international students and potential students for information related to studying in London. Ongoing measures of evaluation are in place to track the usage of the site. The London Cross Cultural Learner Centre, which has been contracted to serve as administrator, provides regular reports to the Steering Committee through the Project Manager on the requests for linking to the site, enquiries received through the Ask a Question feature, and the number and nature of visits to the site (collected through Google Analytics). While many of these measures will not be seen prior to the end of this agreement, the City of London will endeavour to provide the Ministry of Citizenship and Immigration with relevant statistics.
- c) Over 2013 and beyond, an increased number of international students applying to and studying in London. Again, this information will not be available within the scope of this project, however we will continue to track these figures.

**SCHEDULE “D”**  
**BUDGET**

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Task	Budget	Details
<b>Content Creation</b>	\$ 24,000	<ul style="list-style-type: none"><li>• Writing</li><li>• Creation of audio-visual materials</li><li>• Focus group testing</li></ul>
Administration (up to 10%)	\$2,000	<ul style="list-style-type: none"><li>• 3 staff working on the project</li></ul>
<b>Total</b>	<b>\$ 26,000</b>	