

THE AGREEMENT effective as of May 6, 2013

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the
Minister of Training, Colleges and Universities

(the “**Ministry**”)

- and -

CORPORATION OF THE CITY OF LONDON

(the “**Recipient**”)

Background:

This Agreement defines the terms and conditions of Funds to be used by the Recipient to undertake labour market planning and partnership development activities.

Consideration:

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

**ARTICLE 1
INTERPRETATION AND DEFINITIONS**

1.1 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 background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 Definitions. In the Agreement, the following terms shall have the following meanings:

“**Agreement**” means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 26.1.

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

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

“**Event of Default**” has the meaning ascribed to it in section 14.1.

“**FIPPA**” means the Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. F.31, as amended.

“**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 Ministry 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.

“**LMP**” means Labour Market Partnerships.

“**Maximum Funds**” means \$72,789.

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

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

“**Partner Participants**” means active participants in the Project, other than the Recipient, who shall contribute financial and/or in-kind resources.

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

“**PIPEDA**” means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5, as amended.

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

“**Project Plan**” means the project plan submitted by the Recipient and approved by the Ministry that is attached to the Agreement as Schedule “E”.

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

“**Timelines**” means any Project timelines or schedules set out in Schedule “E”.

“**Wind Down Costs**” means the Recipient’s reasonable costs to wind down the Project.

ARTICLE 2
REPRESENTATIONS, WARRANTIES AND COVENANTS

2.1 General. The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project; and
- (c) any information the Recipient provided to the Ministry 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 shall continue to be true and complete for the term of the Agreement.

2.2 Execution of Agreement. The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement including if the Recipient is a band as defined under the *Indian Act* (Canada), it has passed a band resolution authorizing the Recipient to enter into the Agreement with the Ministry, or if the Recipient is a municipality it has passed a municipal by-law authorizing the Recipient to enter into the Agreement with the Ministry.

2.3 Governance. The Recipient represents, warrants and covenants that it has, and shall maintain for the period during which the Agreement is in effect, by-laws or other legally necessary instruments to:

- (a) establish an expected code of conduct and ethical responsibilities including policies on protection of privacy that comply with PIPEDA or the Canadian Standards Association Model Privacy Code and that are publicly available and policies on conflict of interest, at all levels of the Recipient's organization;
- (b) establish procedures to ensure the ongoing effective functioning of the Recipient;
- (c) establish decision-making mechanisms;
- (d) provide for the prudent and effective management of the Funds;
- (e) establish procedures to enable the successful completion of the Project;
- (f) establish procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) establish procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

2.4 Supporting Documentation. Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 2.

ARTICLE 3
TERM OF THE AGREEMENT

3.1 Term. The term of the Agreement shall commence on the Effective Date and shall expire on May 5, 2014 unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

ARTICLE 4
FUNDS AND CARRYING OUT THE PROJECT

4.1 Funds Provided. The Ministry shall:

- (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 schedule attached to the Agreement as Schedule "C".

4.2 Funds Deposited. The Funds shall be deposited into an account designated by the Recipient as an account that resides at a Canadian financial institution and is in the name of the Recipient:

- (a) by the Ministry where Funds are deposited by electronic transfer; or
- (b) by the Recipient where Funds are not deposited by electronic transfer.

4.3 Limitation on Payment of Funds. Despite section 4.1, the Ministry:

- (a) shall not provide any Funds to the Recipient until the Recipient provides the insurance certificate or other documents provided for in section 11.2;
- (b) is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;

- (c) may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry's assessment of the information provided by the Recipient pursuant to section 7.1; and
- (d) pursuant to the provisions of the *Financial Administration Act* (Ontario), if the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry shall not be obligated to make any payment, and:
 - (i) may reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
 - (ii) the Ministry may terminate the Agreement pursuant to section 13.1.

4.4 Use of Funding and Project. The Recipient shall:

- (a) carry out the Project:
 - (i) in accordance with the terms and conditions of the Agreement; and
 - (ii) in compliance 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;
- (b) use the Funds only for the purpose of carrying out the Project; and
- (c) spend the Funds only in accordance with the Budget.

4.5 No Changes. The Recipient shall:

- (a) not make any changes to the Project, the Timelines and/or the Budget without the prior written consent of the Ministry; and
- (b) abide by the terms and conditions the Ministry may require pursuant to any consent.

4.6 Interest Bearing Account. If the Ministry provides Funds to the Recipient prior to the Recipient's immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account in the name of the Recipient at a Canadian financial institution.

4.7 Interest. If the Recipient earns any interest on the Funds:

- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.

4.8 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.

4.9 Rebates, Credits and Refunds. The Recipient shall not use the Funds for any costs, including taxes, for which it has received, will receive, or is eligible to receive, a rebate, credit or refund.

ARTICLE 5

ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

5.1 Acquisition of Goods and Services. If the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a fair and transparent process that promotes the best value for money.

5.2 Disposal. The Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded \$1,000 at the time of purchase.

ARTICLE 6

CONFLICT OF INTEREST

6.1 No Conflict of Interest. The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

6.2 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 and the use of the Funds.

6.3 Disclosure to Ministry. The Recipient shall:

- (a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
- (b) comply with any terms and conditions that the Ministry may reasonably prescribe as a result of the disclosure.

ARTICLE 7

REPORTING, ACCOUNTING AND REVIEW

7.1 Preparation and Submission. The Recipient shall:

- (a) submit to the Ministry at the address provided in section 18.1, or in a manner set out in Schedule "D", all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Ministry from time to time;
- (b) submit to the Ministry at the address provided in section 18.1, or in a manner specified by the Ministry, any other reports requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

7.2 Record Maintenance. The Recipient shall keep and maintain, both during the term of this Agreement and for a period of seven (7) years after,:

- (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, including but not limited to, records and documents containing personal information within the meaning of FIPPA and PIPEDA.

7.3 Inspection. The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own 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, the compliance with the Agreement and the Recipient's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) inspect and copy the records and documents referred to in section 7.2; and
- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or Project.

7.4 Disclosure. To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form reasonably requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.

7.5 No control of Records. No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.

7.6 Auditor General. For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.(1) of the Auditor General Act (Ontario).

ARTICLE 8 ACKNOWLEDGEMENT

8.1 Acknowledge Support. Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Agreement or the Project, including but not limited to any report, announcement, advertisement, brochure, audio-visual material, design, website or other public communication.

8.2 Publication. If the Recipient publishes any material of any kind relating to the Project, the Recipient shall indicate in the material that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the Ministry.

ARTICLE 9 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY

9.1 Access to Information. The Recipient acknowledges that the Ministry is bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that the Ministry is not in breach of its obligations under FIPPA.

9.2 Disclosure. The Recipient acknowledges that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with FIPPA.

9.3 Protection of Privacy. The Recipient represents and warrants that it shall protect privacy in accordance with PIPEDA or FIPPA, if applicable, and its protection of privacy policy described in section 2.3(a). Without limitation, the Recipient shall:

- a) designate an experienced official who shall be responsible for ensuring the Recipient's compliance with its protection of privacy policy and the privacy protection provisions of the Agreement;
- b) implement appropriate privacy protection training of employees and subcontractors who have access to personal information of participants to deliver the Project;
- c) only collect, use and disclose personal information of the participants if necessary to deliver the

Project and comply with its obligations under the Agreement;

- d) give any other notices of collection and obtain any other consents that may be necessary to discharge its obligations under the Agreement;
- e) limit access to personal information of participants to employees and subcontractors who need the personal information to deliver the Project and ensure the Recipient's compliance with its obligations under the Agreement;
- f) before disclosing personal information of participants to employees and subcontractors, enter into an agreement with them requiring them to be bound by the Recipient's protection of privacy policy and the privacy protection provisions of the Agreement;
- g) ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedures to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
- h) ensure that all personal information of participants collected to deliver the Project will be stored in, remain in and be accessible only within Canada;
- i) provide participants with access to their own personal information in accordance PIPEDA, if applicable, and the Recipient's protection of privacy policy;
- j) ensure the secure and irreversible destruction of records containing personal information of participants when they are no longer needed to deliver the Project or to comply with the Recipient's obligations under the Agreement;
- k) notify the Ministry as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy protection provisions of the Agreement;
- l) cooperate with the Ministry and its contractors and auditors in any audit of or investigation into a breach of the privacy protection provisions of the Agreement; and
- m) implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in the delivery of the Project and compliance with the obligations under the Agreement.

ARTICLE 10 INDEMNITY

10.1 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 Ministry.

ARTICLE 11 INSURANCE

11.1 Recipient's Insurance. The Recipient represents and warrants that it has, and shall maintain for the term of the 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 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 two million dollars (\$2,000,000) per occurrence. The policy shall 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, termination or material change.

11.2 Proof of Insurance. The Recipient shall provide the Ministry with certificates of insurance, and renewal replacements on or before the expiry of any such insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

ARTICLE 12 TERMINATION ON NOTICE

12.1 Termination on Notice. The Ministry may terminate the Agreement at any time upon giving at least 30 days Notice to the Recipient.

12.2 Consequences of Termination. If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:

- (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/or
- (c) determine the Wind Down Costs, and:

- (i) permit the Recipient to offset the Wind Down Costs against the amount the Recipient owes pursuant to section 12.2(b); and/or
- (ii) subject to section 4.8, provide Funds to the Recipient to cover the Wind Down Costs.

ARTICLE 13

TERMINATION WHERE NO APPROPRIATION

13.1 Termination Where No Appropriation. If, as provided for in section 4.3(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is obligated to make under the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.

13.2 Consequences of Termination. If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:

- (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/or
- (c) determine the Wind Down Costs and permit the Recipient to offset such Wind Down Costs against the amount owing pursuant to section 13.2(b).

13.3 No Additional Funds. For purposes of clarity, if the Wind Down Costs exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not be required to provide additional Funds to the Recipient.

ARTICLE 14

EVENT OF DEFAULT, ACTION UPON DEFAULT AND TERMINATION FOR DEFAULT

14.1 Events of Default. Each of the following events shall constitute an "Event of Default":

- (a) in the opinion of the Ministry, the Recipient has knowingly provided false or misleading information regarding its request for funds or in any other communication with the Ministry;
- (b) in the opinion of the Ministry, the Recipient breaches any material requirement 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; and/or
 - (iii) provide Reports or such other reports as may have been requested pursuant to section 7.1(b), completed to the satisfaction of the Ministry;
- (c) the nature of the Recipient's operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (d) 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; and
- (e) the Recipient ceases to operate.

14.2 Action upon Default. If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

- (a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) suspend the payment of Funds for such period as the Ministry determines appropriate;
- (c) reduce the amount of the Funds;
- (d) cancel all further instalments of Funds;
- (e) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (f) demand the repayment of an amount equal to any Funds the Recipient used for purposes not agreed upon by the Ministry;
- (g) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or
- (h) terminate the Agreement immediately upon giving Notice to the Recipient.

14.3 Opportunity to Remedy. In addition to its rights provided for in section 14.2, the Ministry may provide the Recipient an opportunity to remedy the Event of Default by providing Notice to the Recipient:

- (a) of the particulars of the Event of Default; and
- (b) of the period of time within which the Recipient is required to remedy the Event of Default.

14.4 Recipient not Remediating. If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.3 and:

- (a) the Recipient does not remedy the Event of Default within the time period specified in the Notice;
- (b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the Event of

Default within the time period specified in the Notice or such further period of time as the Ministry considers reasonable; or

(c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry,

the Ministry may initiate any one or more of the actions provided for in sections 14.2 (d), (e), (f), (g) and (h).

14.5 Effective Date. The effective date of any termination under this Article shall be the last day of the Notice period, the last day of any subsequent Notice period or immediately, whichever applies.

ARTICLE 15 FUNDS AT THE END OF A FUNDING YEAR

15.1 Funds at the End of a Funding Year. Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year, the Ministry may:

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

ARTICLE 16 FUNDS UPON EXPIRY

16.1 Funds Upon Expiry. Without limiting any rights of the Ministry under Article 14, the Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

ARTICLE 17 REPAYMENT

17.1 Debt Due. If the Recipient owes any monies, including any Funds, to the Ministry, whether or not their return or repayment has been demanded by the Ministry, such monies shall be deemed to be a debt due and owing to the Ministry by the Recipient and the Recipient shall pay or return the amount to the Ministry immediately unless the Ministry directs otherwise.

17.2 Interest Rate. The Ministry may charge the Recipient interest on any monies owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

17.3 Payment of Monies to Ministry. The Recipient shall pay any monies owing to the Ministry by certified cheque or bank draft payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

ARTICLE 18 NOTICE

18.1 Notice in Writing and Addressed. Notice shall be in writing and shall be delivered by postage-prepaid mail, personal delivery or facsimile, and shall be addressed to the Ministry and the Recipient respectively as set out below:

To the Ministry:

Ministry of Training, Colleges and Universities
72-1200 Commissioners Road East, London, ON N5Z 4R3

Attention: Paulette Desjardins, Employment & Training Consultant

Fax: 519-439-4458

To the Recipient:

CORPORATION OF THE CITY OF LONDON
151 DUNDAS ST PO BOX 5045
LONDON,
ON N6A 4L6

Attention: Ian Gibb, Manager, Children's Services

Fax: 519-661-5821

A Party may designate new contacts for Notice by providing Notice to the other Party of the new information in accordance with this Article.

18.2 Notice Given. Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after such Notice is mailed; or
- (b) in the case of personal delivery or facsimile, on the day such Notice is received by the other Party.

18.3 Postal Disruption. Despite section 18.2(a), in the event of a postal disruption:

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

ARTICLE 19 SEVERABILITY OF PROVISIONS

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

ARTICLE 20 WAIVER

20.1 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 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

ARTICLE 21 INDEPENDENT PARTIES

21.1 Parties Independent. The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry and the Recipient shall not take any actions that could establish or imply such a relationship.

ARTICLE 22 ASSIGNMENT OF AGREEMENT OR FUNDS

22.1 No Assignment. The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.

22.2 Enurement. The Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE 23 GOVERNING LAW

23.1 Governing Law. The Agreement and the rights, obligations and relations of the Parties shall 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 shall be conducted in Ontario.

ARTICLE 24 FURTHER ASSURANCES

24.1 Agreement into Effect. The Parties shall 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 its full extent.

ARTICLE 25 SURVIVAL

25.1 Survival. The provisions in Article 1, sections 4.7(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2(c), (d), (e), (f) and (g), Articles 16, 17, 18, 19, 23, 25, 26 and 28, and all applicable Definitions,

cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

**ARTICLE 26
SCHEDULES**

26.1 Schedules. The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description and Timelines;
- (b) Schedule "B" - Budget;
- (c) Schedule "C" - Payment Schedule;
- (d) Schedule "D" - Reports; and
- (e) Schedule "E" - Project Plan.

**ARTICLE 27
COUNTERPARTS**

27.1 Counterparts. The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 28
ENTIRE AGREEMENT**

28.1 Entire Agreement. The Agreement 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.

28.2 Modification of Agreement. At any time prior to its expiry, the Agreement may be amended by a document in writing, dated and signed by the Parties.

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

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Training, Colleges and Universities

Name: Sherree Mahood
Title: Director, Western Region

Date
CITY OF LONDON

Name: _____ Date _____
Position: _____

Name: _____ Date _____
Position: _____

I/We have authority to bind the Recipient.

SCHEDULE "A"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and the CORPORATION OF THE CITY OF LONDON (the "Recipient"), made effective as of May 6, 2013.

PROJECT DESCRIPTION AND TIMELINES

Background

The Labour Market Partnerships program under which the Ministry provides financial assistance to local communities, sector groups, employee/employer associations, and employers in developing and implementing strategies for projects that address and respond to local economic (employment) development, labour force adjustments and human resource planning.

The objectives of the LMP program are to:

- Promote the creation of broad industry/community partnerships necessary to address labour market issues;
- Assist local communities with the development of innovative strategies to prepare for future skills requirements and prevent skills shortages within new and emerging industries and organizations;
- Plan for effective utilization of local human resources;
- Develop and promote labour market intelligence and its use in labour market development.

All LMP projects must include activities that focus on an identified labour market issue and be likely to have a positive impact on the labour market.

Partnership and Contributions

The Project must include the Recipient and one or more Partnership Participants. These partners are active supporters of the Project, who contribute time, resources and have an interest in the outcome. Partnership contributions may include:

- Financial contributions;
- Contributions of human resources for program delivery;
- Joint delivery of a program or service;
- Capital investment.

Role of the Recipient

The Recipient shall carry out the Project in accordance with the Project Plan.

The Recipient shall adhere to good management practices in the maintenance of accurate progress reports and financial records.

The Recipient shall be responsible for:

- Project design and delivery;
- Recruitment and selection of participants where applicable;
- Securing the financial, intellectual and physical involvement of partners, as appropriate;
- Participating actively in the reporting, monitoring and evaluation of the Project;
- Ensuring that the objectives, Project terms and conditions are being met, keeping a record of progress and accomplishments to-date and maintaining accurate financial records;
- Ensuring cooperation with the Ministry by supporting all monitoring and evaluation activities. This includes completion of the Follow-Up Survey within six months after the expiry of the agreement.

SCHEDULE "B"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and the CORPORATION OF THE CITY OF LONDON (the "Recipient"), made effective as of May 6, 2013.

BUDGET

Agreement Duration

May 6, 2013 - May 5, 2014

Site Schedule Number: 1

Budget for Site ID Number: 4614A

Year End: 2014

Budget Lines	Amount
Activity Related Direct Project Costs.	\$66,723
Project Related Support Costs	\$0
Capital Costs	\$0
Follow-Up Survey Costs	\$0
Maximum Funds	\$66,723

The Recipient shall provide, or ensure that the Partner Participants provide:

Partnership Financial Contribution	\$0
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Partnership In Kind Contribution

Corporation of the City of London - \$30,845

SCHEDULE "B"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and the CORPORATION OF THE CITY OF LONDON (the "Recipient"), made effective as of May 6, 2013.

BUDGET

Agreement Duration

May 6, 2013 - May 5, 2014

Site Schedule Number: 2

Budget for Site ID Number: 4614A

Year End: 2015

Budget Lines	Amount
Activity Related Direct Project Costs	\$6,066
Project Related Support Costs	\$0
Capital Costs	\$0
Follow-Up Survey Costs	\$0
Maximum Funds	\$6,066

The Recipient shall provide, or ensure that the Partner Participants provide:

Partnership Financial Contribution	\$0
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Partnership In Kind Contribution

Corporation of the City of London - \$2,805

SCHEDULE "C"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and the CORPORATION OF THE CITY OF LONDON (the "Recipient"), made effective as of May 6, 2013.

The Ministry shall make the following payments:

PAYMENT DATE Or MILESTONE	AMOUNT
Following Agreement signing	\$0
Upon submission of expenditure reports	Based on demonstrated need within Maximum Funds amount.
Upon receipt and review of the Follow-Up Survey	\$0

All expenditures must be approved in advance by the Ministry and Recipient. The claims are to be a submitted on a monthly basis and the final claim must be submitted by June 4, 2014

The Ministry may hold back the payment of any advances pending the submission of claims.

SCHEDULE "D"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and the CORPORATION OF THE CITY OF LONDON (the "Recipient"), made effective as of May 6, 2013.

REPORTS

Name of Report	Due Date
1. Statement of Revenue and Expenditure Report	June 30, 2014
2. Final Project Report	June 30, 2014
3. Follow-Up Survey	June 30, 2014
4. Reports specified from time to time	On a date or dates specified by the Ministry.

Report Details

All reports shall be submitted using a form to be provided by the Ministry.

Statement of Revenue and Expenditure Report

- The Statement of Revenue and Expenditure Report shall include the following:
 - Any interest earned on the Funds, in accordance with section 4.7 of the Agreement;
 - Detailed Project expenditures.
- Where the Funds total less than \$100,000, the Recipient shall submit a Statement of Revenue and Expenditure Report following individual budget line items signed by the authorized signing officer of the Recipient.
- Where the Funds total \$100,000 or more, the Recipient shall submit a Statement of Revenue and Expenditure Report following individual budget line items audited by an independent, external auditor.

SCHEDULE "E"

Attached to and forming part of an Agreement between Her Majesty the Queen in right of Ontario, as represented by the Minister of Training, Colleges and Universities (the "Ministry") and the CORPORATION OF THE CITY OF LONDON (the "Recipient"), made effective as of May 6, 2013.

LMP Project Plan

The LMP Project Plan is attached.

Project: ECE Research

The City of London and Middlesex County in partnership with community partners has chosen to undertake a detailed analysis of current and future labour market supply and demand issues and training requirements in the region's Early Childhood Education Sector. It is our understanding that the project is intended to accomplish several objectives, including:

- Quantify and understand the current demand for RECEs across the London and Middlesex geographic area over the next five years, including all employer groups such as school boards, registered private and public child care facilities, French speaking and First Nations and other early learning programs for London and Middlesex;
- Quantify and understand the forecasted supply of RECEs coming from Colleges, Universities, Apprenticeship programs, Foreign Worker programs, Internationally trained workers, etc. over the next five years;
- Understand the issues and barriers pertaining to RECE employment particularly those ECE trained individuals who are not currently active in the sector;
- Identify strategies and specific actions that will help alleviate the local labour shortage and contribute to broader system improvements.

Partners and Contributions:

In collaboration and partnership, a London ECE Labour Market Partnership Project Steering Committee will be formed to lead the research project. The Steering Committee will oversee the work of a Research Consultant that will assist in the achievement of the LMP project objectives; including quantifying the supply and demand of Early Childhood Educators over the next five years, consulting with relevant stakeholders and developing strategies/solutions to alleviate the labour force shortage. Steering committee members include:

Name		Organization
Ian Gibb,	Manager, Children's Services	City of London
Donna Baxter,	Manager Research & Policy	City of London
Laure Eldik,	Children's Services Analyst	City of London
Teresa Sulowski, Board	Early Childhood Educator Supervisor	London District Catholic School
Holly Gerrits,	Manager, Full Day Kindergarden Program	Thames Valley District School Board
Rita Givroux- Patience,	Director	Le Centre communautaire de London
Charlene Grainger,	Head of Human Resources	London Bridge Child Care Centre
Nicole Blanchette,	Director	La Ribambelle
Sheryl Ragobar,	ECEC Program Coordinator	Fanshawe College
Lise Beland,	Regional Manager	College Boreal
Jaime Cornelius,	Supervisor	Thames First Nation Child Care Centre known as Enji Maajitaawaad Early Years Centre
Pat Moffatt,	Director	Western Day Care Centre

Activities and Timelines:

04-Mar-13

Project Initiation, Communications and Workplan Development

-Meet with members of the Steering Committee to confirm project scope, reporting schedules, milestones and deliverables.

-Develop a finalized work plan.

-Develop a communications strategy that will focus on:

- Definition of key messages (tied to important regional and provincial registered ECE labour market partnership members and other relevant agendas)
- Support for preparing media releases and email updates to stakeholders and organizations to assist with the launch of the project, and for periodic updates throughout the project.
- Discuss how the Steering Committee and project partners can support engagement and utilize their networks to attract interest and promote value in active participation in surveys/outreach/workforce summit.

-Develop a detailed outline of the final report to give the Steering Committee confidence that all pertinent information/data will be included in the resulting work.

-The Communications Plan and Outline will be working documents that will be referred to throughout the project.

11-Mar-13 to 25-Mar-13

Background Review

-Complete a comprehensive review of background literature and studies focused on the sector at the global/national/provincial and regional level.

-Develop strengths, weaknesses, opportunities and threats related to the region's ability to retain and attract RECEs.

-Conduct research of relevant documents published by the (CCHRS), Association of Canadian Community College, Association of Early Childhood Educators Ontario (AECEO), Ontario Coalition for Better Child Care, and Childcare Resource and Research Unit of the University of Toronto as well as local research.

25-Mar-13 to 01-Apr-13

Inventory Development

-The Project Team will create a comprehensive database of the area's childcare facilities.

-Collect the baseline information for this database from Ontario's licenses child care portal and the Canadian Childcare Directory.

-Enter information in the database

Phase One - Understanding Demand

25-Mar-13 to 29-Apr-13

Market Trend/Market Demand Analysis

-Build the framework for the basis of the "demand for" and "supply of " ECEs regarding employment by industry, by occupation, by age group within the London/Middlesex are from the 2006 and 2011 Canadian Census.

-Determine the demand for child care spaces in the area.

-The demand for child care workers will be driven by the demand for child care spaces.

-Develop and utilize a model to quantify the current and future demand for ECEs in London and Middlesex

25-Mar-13 to 20-May-13

Consultations/Key Stakeholder Interviews and Focus Groups

Engaging registered childcare operators and staff to participate in the consultation process requires a direct and deliberate outreach strategy.

-Develop outreach strategy

-Present to Steering Committee

-Identify innovative approaches to ensure the broadest level of participation through the consultation process from Steering Committee.

-Develop questions to be utilized in the Consultation process and ensure it meets Steering committee approval.

-Develop survey in English and French

-An online, telephone and paper based survey will be developed and issued through registered childcare facilities.

-Survey will compile information on...

- Turnover rates;
- Wage ranges;
- Institutional training interest/demand and readiness for jobs;
- Local perspectives regarding recruitment challenges and opportunities;

- Hiring practices and retention and recruitment strategies;
 - Workplace training and professional development strategies and practices.
- Undertake key one-on-one stakeholder interviews and 2 focus groups for the purpose of engaging in a more detailed conversation around key issues, challenges and potential opportunities.
- Two focus groups will be held with 6-10 participants in each;
- Determine location for focus groups.

Focus group participants will explore...

- Human resource issues, including required skills, skills gaps and available training opportunities, participation in apprenticeship sponsorship;
 - Human resources management capacities and tools/needs to conduct workforce development efforts;
 - Identification of the factors that positively and negatively affect attraction, training and retention of workers (e.g. wages, workplace conditions);
 - Utilization of existing certification and training programs; attractiveness of the programs – registrations and completion data, where available;
 - Identification of gaps and opportunities with respect to workforce development activities;
 - Particular attention will be paid to assessing the level of interest for augmenting the current training programs and opportunities.
- Compile and analyse information

Phase Two - Understanding Supply

15-Apr-13 to 15-Jul-13

Labour Market Supply and Demand Analysis

- Review demographic characteristics and educational attainment of the provincial population.
- Assess historical growth rates for ECEs over the last five years to offer insight into the labour churn.
- Identify supply of labour from colleges, private training organizations, apprenticeship programs, second career programs, over the five year time horizon.
- Develop models that quantify the current supply of registered ECEs in London and Middlesex.
- Prepare an inventory of the number of training opportunities and programs currently in place for ECEs in the area and analysis of potential labour from public and private institutions.
- Complete an examination of completion rates will be carried out as there is generally a significant variance between those that begin a program and those that graduate.
- Identify the influencing factors that may impede apprenticeship success and completion rates, cultural issues, attraction and recruitment of immigrants, aboriginal populations, older workers, youth, persons with disabilities, etc.
- Assess qualitative factors, such as available programming, career pathways, qualifications, and current support programs and infrastructure available at local and regional education/training institutions.

15-Jul-13 to 05-Aug-13

Reaching Qualified Early Childhood Educators not in the field

- Gain an understanding of the reasons why qualified ECE do not work in the field.
- Review the age and gender profile of a) all qualified workers and b) those actually working to determine whether there is an age and/or gender bias towards ECEs not currently working in the field.
- Verify quantitative results through the interview portion of this assignment
- Interview and survey this group of individuals.

Phase Three - Sustainability, Strategies and Recommendations

15-Jul-13 to 26-Aug-13

Gap Analysis and Regional Attraction, Training and Retention Profile

- Reflect on the gaps emerging from the previous research and phases in the project
- Undertake a gap analysis considering attraction, training and retention of ECEs in the London / Middlesex area and the findings from the supply and demand analysis components.
- Identify findings that play a key role in addressing priority areas in which the Steering Committee and its partners can concentrate efforts to augment ECE training programs, accreditation requirements, and work environments to ultimately support local attraction, recruitment and retention to address local labour force demand.

24-Jun-13

Early Childhood Educators Workforce Summit

- A workforce summit that will bring together the full range of local and regional ECE stakeholders including representatives from the AECEO, colleges, private training organizations, apprenticeship programs, second career programs, and childcare facilities and ECEs themselves will be organised.
- Locate venue, develop invitations, send out invitations, track receipt of confirmations.
- Develop working sessions and round table discussions on pre-determined discussion topics for the day
- Develop a thought piece to be distributed in advance of the session to frame the discussion and dialogue
- Hold the Summit
- Debrief Summit.
- Compile information and incorporate in findings

09-Sep-13 to 07-Oct-13

Best practices in Early Childhood Education

- Undertake a review of existing best practices from communities, organizations, or businesses across Canada and selected European Countries
- Identify case studies and best practices as they relate to:
 - Human resources, including employee retention and recruitment strategies;
 - Education and training, including innovative approaches and models for delivery (e.g. online, private sector, workplace-based);
 - Immigrant engagement, including labour force integration and international recruitment;
 - Career pathways.
- Identify case studies based on significant issues that emerge through the project process
- Work with the steering working group to identify four case studies to be reviewed in the process

09-Sep-13 to 07-Oct-13

Strategy Development and Recommendations

- Consolidate recommendations and actions into a unified strategy
- Include the development of distinct recommendations for consideration including both short and long term strategies/solutions available to stakeholders
- The narrative structure will describe:
 - the proposed recommendation and rationale
 - the key community partners who have a role to play
 - the timing (over the Strategy's timeframe)
 - the required operational structure to support implementation, including staffing and organizational considerations
- Presented best practices in a visually-structured format that will allow it to serve as a standalone document for distribution among a wider audience.
- Develop visually-structured presentation.

14-Oct-13 to 04-Nov-13

Performance Measures

- Prepare specific short, medium and longer-term goals and methods for measuring the success of these goals.

09-Sep-13 to 07-Oct-13

Draft Final Report

- A draft final report will be prepared and submitted in prior to October 31, 2013
- Present report to members of the Steering Committee in a face to face presentation.
- Gain input on the validity of the strategic directions proposed in the report.

14-Oct-13 to 09-Dec-13

Final Report and Presentation

- A final version of the project documents, incorporating all elements of the project, and making all necessary changes based on feedback and direction from the Steering Committee and its partners, will be developed and delivered by December 15, 2013
- Develop final version in both French and English including an executive summary of the report.
- Make digital versions in a range of formats including Microsoft Word and Adobe PDF available.

Number and Type of Communities:

The community is emphasizing its worries about the shortage of Early Childhood Educators which is prevalent in the English, French immersion, Francophone and First Nations Child Care Centres in the City of London, Middlesex County and nearby communities.

Expected Results and Success Indicators:

- Identify and quantify the current demand for RECEs in the CMSM over the next five years, with a sub-focus on French language and First Nations RECEs in London and Middlesex
- Identify and quantify the forecasted supply of RECEs coming from Colleges, Universities, Apprenticeship programs, Foreign Worker programs, etc. over the next five years
- Understand the reasons why ECE trained individuals are not currently active in the workplace
- Identify/ develop possible strategies/solutions available to key stakeholders to help resolve the shortage over the next five years which might include:
 1. Improved apprenticeship programs participation
 2. Communication and promotion strategies for Early Childhood Education careers
 3. Increasing the number of employers offering participating in co-op programs
 4. Increase the number of RECEs graduating from local programs
- The methodology, findings and solutions developed by this project will be shared across the Province as many other jurisdictions are no doubt experiencing similar issues.