

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the 1st day of April, 2018.

B E T W E E N :

**Her Majesty the Queen in right of Ontario
as represented by the Minister of Tourism, Culture and Sport**

(the “Province”)

- and -

**REGIONAL TOURISM ORGANIZATION 12 PARRY SOUND /
MUSKOKA**

(the “Recipient”)

CONSIDERATION

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

1.0 ENTIRE AGREEMENT

1.1 The agreement, together with:

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

any amending agreement entered into as provided for in section 4.1,

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

2.0 CONFLICT OR INCONSISTENCY

2.1 **Conflict or Inconsistency.** In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule “A”, the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule “A”; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule “A”, the Additional Provisions will prevail over the provisions in Schedule “A” to the extent of the inconsistency.

3.0 COUNTERPARTS

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

4.0 AMENDING THE AGREEMENT

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

5.0 ACKNOWLEDGEMENT

5.1 The Recipient acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
 - (i) to assist the Recipient to carry out the Project and not to provide goods or services to the Province;
 - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);

- (d) the Province is not responsible for carrying out the Project; and
- (e) the Province is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act.

- SIGNATURE PAGE FOLLOWS -

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

**HER MAJESTY THE QUEEN IN RIGHT OF
ONTARIO as represented by the Minister of
Tourism, Culture and Sport.**

Date

Name: Richard McKinnell
Title: Assistant Deputy Minister

**REGIONAL TOURISM ORGANIZATION 12 PARRY
SOUND / MUSKOKA**

Date

Name: James Murphy
Title: Executive Director

I have authority to bind the Recipient.

Date

Name: Jeff Suddaby
Title: Chair of the Board of Directors

I have authority to bind the Recipient.

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

A1.0 INTERPRETATION AND DEFINITIONS

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

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

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

"Additional Provisions" means the terms and conditions set out in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient, all of the schedules listed in section 1.1, and any amending agreement entered into pursuant to section 4.1.

"Budget" means the budget attached to the Agreement as Schedule "D".

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

"Effective Date" means the date set out at the top of the Agreement.

"Event of Default" has the meaning ascribed to it in section A13.1.

"Expiry Date" means the expiry date set out in Schedule "B".

"Funding Year" means:

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

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

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

“Maximum Funds” means the maximum Funds set out in Schedule “B”.

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

“Notice Period” means the period of time within which the Recipient is required to remedy an Event of Default pursuant to section A13.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A13.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

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

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

A2.0 REPRESENTATIONS, WARRANTIES, AND COVENANTS

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

- (a) it is, and will continue to be, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and will continue to have, the experience and expertise necessary to carry out the Project;
- (c) it is in compliance with, and will continue to comply with, all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project, the Funds, or both; and

- (d) unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and will continue to be true and complete.

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

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

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

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

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

A3.0 **TERM OF THE AGREEMENT**

A3.1 **Term.** The term of the Agreement will commence on the Effective Date and will expire on the Expiry Date unless terminated earlier pursuant to Article A11.0, Article A12.0, or Article A13.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

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

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

- (a) the Province is not obligated to provide any Funds to the Recipient until the Recipient provides the certificates of insurance or other proof as the Province may request pursuant to section A10.2;
- (b) the Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
- (c) the Province may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.1; or
- (d) if, pursuant to the *Financial Administration Act* (Ontario), the Province does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:
 - (i) reduce the amount of Funds and, in consultation with the Recipient, change the Project; or
 - (ii) terminate the Agreement pursuant to section A12.1.

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

- (a) carry out the Project in accordance with the Agreement;

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

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

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

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

A4.6 **Rebates, Credits, and Refunds.** The Ministry will calculate Funds based on the actual costs to the Recipient to carry out the Project, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit, or refund.

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

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

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

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

A6.0 CONFLICT OF INTEREST

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

A6.2 **Conflict of Interest Includes.** For the purposes of Article A6.0, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

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

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

A7.0 REPORTS, ACCOUNTING, AND REVIEW

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

- (a) submit to the Province at the address referred to in section A17.1, all Reports in accordance with the timelines and content requirements as provided for in Schedule "F", or in a form as specified by the Province from time to time;
- (b) submit to the Province at the address referred to in section A17.1, any other reports as may be requested by the Province in accordance with the timelines and content requirements specified by the Province;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Province; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

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

- (a) all financial records (including invoices) relating to the Funds or

otherwise to the Project in a manner consistent with generally accepted accounting principles; and

- (b) all non-financial documents and records relating to the Funds or otherwise to the Project.

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

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

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

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

A7.6 Auditor General. The Province's rights under Article A7.0 are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

A8.0 COMMUNICATIONS REQUIREMENTS

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

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

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

A9.0 INDEMNITY

A9.1 **Indemnification.** The Recipient will indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 **Recipient's Insurance.** The Recipient represents, warrants, and covenants that it has, and will maintain, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury, and property damage, to an inclusive limit of not less than the amount provided for in Schedule "B" per occurrence. The insurance policy will include the following:

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

A10.2 **Proof of Insurance.** The Recipient will:

- (a) provide to the Province, either:
 - (i) certificates of insurance that confirm the insurance coverage as provided for in section A10.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A10.1; and

- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A11.0 TERMINATION ON NOTICE

A11.1 Termination on Notice. The Province may terminate the Agreement at any time without liability, penalty, or costs upon giving at least 30 days' Notice to the Recipient.

A11.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A11.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project, and do either or both of the following:
 - (i) permit the Recipient to offset such costs against the amount the Recipient owes pursuant to section A11.2(b); and
 - (ii) subject to section A4.1(a), provide Funds to the Recipient to cover such costs.

A12.0 TERMINATION WHERE NO APPROPRIATION

A12.1 Termination Where No Appropriation. If, as provided for in section A4.2(d), the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to the Agreement, the Province may terminate the Agreement immediately without liability, penalty, or costs by giving Notice to the Recipient.

A12.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel further instalments of Funds;
- (b) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
- (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount

owing pursuant to section A12.2(b).

A12.3 No Additional Funds. If, pursuant to section A12.2(c), the Province determines that the costs to wind down the Project exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A13.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A13.1 Events of Default. Each of the following events will constitute an Event of Default:

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

A13.2 Consequences of Events of Default and Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

- (a) initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;

- (c) suspend the payment of Funds for such period as the Province determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel further instalments of Funds;
- (f) demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand from the Recipient the payment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand from the Recipient the payment of an amount equal to any Funds the Province provided to the Recipient; and
- (i) terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipient.

A13.3 Opportunity to Remedy. If, in accordance with section A13.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will give Notice to the Recipient of:

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

A13.4 Recipient not Remediating. If the Province provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A13.2(b), and:

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

the Province may extend the Notice Period, or initiate any one or more of the actions provided for in sections A13.2(a), (c), (d), (e), (f), (g), (h), and (i).

A13.5 When Termination Effective. Termination under Article will take effect as provided for in the Notice.

A14.0 FUNDS AT THE END OF A FUNDING YEAR

A14.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Province under Article A13.0, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

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

A15.0 FUNDS UPON EXPIRY

A15.1 **Funds Upon Expiry.** The Recipient will, upon expiry of the Agreement, pay to the Province any Funds remaining in its possession or under its control.

A16.0 DEBT DUE AND PAYMENT

A16.1 **Payment of Overpayment.** If at any time the Province provides Funds in excess of the amount to which the Recipient is entitled under the Agreement, the Province may:

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

A16.2 **Debt Due.** If, pursuant to the Agreement:

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

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

A16.3 **Interest Rate.** The Province may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A16.4 **Payment of Money to Province.** The Recipient will pay any money owing to the Province by cheque payable to the “Ontario Minister of Finance” and delivered to the Province as provided for in Schedule “B”.

A16.5 **Fails to Pay.** Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to pay any amount owing under the Agreement, Her Majesty the Queen in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by Her Majesty the Queen in right of Ontario.

A17.0 NOTICE

A17.1 **Notice in Writing and Addressed.** Notice will be in writing and will be delivered by email, postage-prepaid mail, personal delivery, or fax, and will be addressed to the Province and the Recipient respectively as provided for Schedule “B”, or as either Party later designates to the other by Notice.

A17.2 **Notice Given.** Notice will be deemed to have been given:

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

A17.3 **Postal Disruption.** Despite section A17.2(a), in the event of a postal disruption:

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

A18.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A18.1 **Consent.** When the Province provides its consent pursuant to the Agreement, it may impose any terms and conditions on such consent and the Recipient will comply with such terms and conditions.

A19.0 SEVERABILITY OF PROVISIONS

A19.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision will be deemed to be severed.

A20.0 WAIVER

A20.1 **Waiver Request.** Either Party may, in accordance with the Notice provision set out in Article A17.0, ask the other Party to waive an obligation under the Agreement.

A20.2 **Waiver Applies.** Any waiver a Party grants in response to a request made pursuant to section A20.1 will:

- (a) be valid only if the Party granting the waiver provides it in writing; and
- (b) apply only to the specific obligation referred to in the waiver.

A21.0 INDEPENDENT PARTIES

A21.1 **Parties Independent.** The Recipient is not an agent, joint venturer, partner, or employee of the Province, and the Recipient will not represent itself in any way that might be taken by a reasonable person to suggest that it is, or take any actions that could establish or imply such a relationship.

A22.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A22.1 **No Assignment.** The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A22.2 **Agreement Binding.** All rights and obligations contained in the Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors, and permitted assigns.

A23.0 GOVERNING LAW

A23.1 **Governing Law.** The Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement will be conducted in the courts of Ontario, which will have exclusive jurisdiction over such proceedings.

A24.0 FURTHER ASSURANCES

A24.1 **Agreement into Effect.** The Recipient will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains, and will otherwise do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of the Agreement to their full extent.

A25.0 JOINT AND SEVERAL LIABILITY

A25.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A26.0 RIGHTS AND REMEDIES CUMULATIVE

A26.1 **Rights and Remedies Cumulative.** The rights and remedies of the Province under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

A27.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A27.1 **Other Agreements.** If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with Her Majesty the Queen in right of Ontario or one of Her agencies (a “**Failure**”);
- (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
- (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
- (d) such Failure is continuing,

the Province may suspend the payment of Funds for such period as the Province determines appropriate.

A28.0 SURVIVAL

A28.1 **Survival.** The following Articles and sections, and all applicable cross-referenced sections and schedules, will continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement: Article 1.0, Article 3.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.2(d), A4.5, section A5.2, section A7.1 (to the extent that the Recipient has not provided the Reports or other reports as may have been requested to the satisfaction of the Province), sections A7.2, A7.3, A7.4, A7.5, A7.6, Article A8.0, Article A9.0, section A11.2, sections A12.2, A12.3, sections A13.1, A13.2(d), (e), (f), (g) and (h), Article A15.0, Article A16.0, Article A17.0, Article A19.0, section A22.2, Article A23.0, Article A25.0, Article A26.0, Article A27.0 and Article A28.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”

PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$1,423,849		
Funding by Category	Base	Proportional	Partnership
	\$500,000	\$757,849	\$166,000
Expiration Date	March 31, 2019		
Amount for the purposes of section 0 of Schedule “A”	n/a		
Insurance	\$ 2,000,000		
Contact information for the purposes of Notice to the Province	<p>Laura Ross Tourism Advisor, Ministry of Tourism, Culture and Sport 1350 High Falls Road Bracebridge, ON P1L 1W9 Phone: 705-646-0641 Email: laura.ross@ontario.ca</p>		
Contact information for the purposes of Notice to the Recipient	<p>James Murphy Executive Director, RTO 12/Explorers' Edge 3 Taylor Road Bracebridge, ON P1L 1S6 Phone: 1-800-835-7303 X 100 Email: james@explorersedge.ca</p>		
Contact information for the senior financial person in the Recipient organization (e.g., CFO, CAO) – to respond as required to requests from the Province related to the Agreement	<p>James Murphy Executive Director, RTO 12/Explorers' Edge 3 Taylor Road Bracebridge, ON P1L 1S6 Phone: 1-800-835-7303 X 100 Email: james@explorersedge.ca</p>		

Additional Provisions:

None

SCHEDULE C

PROJECT DESCRIPTION

Background

- In 2010, the Ministry of Tourism, Culture and Sport supported the establishment of 13 tourism regions to further advance the competitiveness of Ontario's tourism sector. This was a key recommendation from the 2009 Tourism Competitiveness Study.
- Each region is led by a Regional Tourism Organization (RTO) that provides leadership, strategic coordination and delivery of tourism activities at a regional level. RTOs are in place to enhance the economic impact of the tourism sector by leveraging partnerships and collaboration across industry.

Regional Tourism Organizations are to adhere to the program parameters as outlined in the RTO Guide including the following:

Project Objective

Strategic Objective: To profitably grow visitor spending in Ontario

- RTOs are expected to develop and deliver strategies to meet the following destination management priorities (pillars) in their region:
 1. Product Development
 2. Investment Attraction/ Investor Relations
 3. Workforce Development and Training
 4. Marketing
 5. Partnerships
- The Ministry strongly encourages RTOs to work with all tourism partners including other regions, sector-based organizations, municipalities and other organizations on matters of mutual interest. Strong partnerships and a coordinated approach are vital to the future sustainability of tourism across the province.

1. Product Development

- Work with tourism partners to undertake research, surveys and data analysis.

- Collaborate with tourism partners to undertake product or asset inventories; develop itineraries; improve the market-readiness of existing tourism experiences; undertake market-match studies; showcase local distinctiveness; create/develop new niche tourism products to entice and target new visitors (e.g., gardens, culinary, golf, biking, etc.); create tour routes; implement signage; and/or enhance programming and interpretation of experiences.
- Adapt programs into other languages or accessible formats.
- Establish annual targets for each product development strategy, so that the results can be compared to the desired or expected return.

2. Investment Attraction / Investor Relations

- Work with public and/or private sector partners (e.g., municipalities, economic development officers, tourism operators and investors) within the region to identify opportunities for new or existing tourism infrastructure investments.
- Reach out to existing tourism businesses/investors to help support tourism industry investments.
- Collaborate to identify tourism businesses/investor opportunities and encourage business expansion or new business development.
- Help the Province facilitate awareness of existing programs that can assist small and medium sized tourism businesses.

3. Workforce Development and Training

- Work in collaboration with regional partners and other RTOs to develop tourism sector-based strategies that help address the needs of tourism employers and workers and provide visitors with enhanced experiences.
- Identify and participate in projects to address short- and long-term sector skill needs and other workforce development issues.
- Develop linkages with employment and training community partners and government programs to advance workforce development within the tourism sector.
- Establish annual targets for workforce/training strategies, so that the results can be compared to the desired or expected return.

4. Marketing

- Work with tourism partners such as local Destination Marketing Organizations (DMOs), businesses, sector associations and the Ontario Tourism Marketing Partnership Corporation (OTMPC) to create a marketing plan that wisely invests resources to maximum effect.
- Identify target markets (geographic and demographic) and determine marketing strategies and best tactics to implement (e.g., media relations, web presence, social media, tourism operation relations, advertising, collateral, consumer shows, direct marketing, etc.).
- Determine what will be advertised, who will produce it and what will be the estimated production time.
- Determine placement dates to ensure that the selected target markets can be successfully reached.
- Establish annual targets for each market/tactic, so that results can be compared to the desired or expected return.

5. Partnerships

- Regional Tourism Organizations (RTOs) are eligible to receive funding from the ministry based on their ability to leverage funding from regional members and stakeholders for joint projects that fall into the 4 pillars describes above. The intent of the partnership allocation is to encourage collaboration between the RTO and a variety of partners in order to leverage regional resources and to support new or incremental tourism activities that support the implementation of the RTO's business plan.

RTOs are also encouraged to undertake projects and programs that support strategic priorities set by the Ontario government such as:

- Francophone, Indigenous and Multicultural Tourism;
- Wine and Culinary;
- Trails;
- Cycling;
- Great Lakes and Waterways;
- The Accessibility for Ontarians with Disabilities Act; and
- Youth Tourism Initiative

Pillar # 1: Product Development

Objective:	Performance Measures
<p>To enhance visitor experience through well- designed tourism products that meet current and future visitor demand</p>	<p>Change in the # of new products and experiences and/or the number of existing products and experiences enhanced, in market</p>
Activities	Timelines
<p>Product Development Strategy</p> <ul style="list-style-type: none"> • Communicate and review the Product Development Strategy • Solicit feedback and ensure regional stakeholders are familiar with Product Development Strategy • Communication and outreach to International Tour Operators and Indigenous Tourism Association of Ontario based on strategic recommendations • Explore regional product programs linking associated regional product offering. • Test Visiting Friends and Relatives (VFR) and corporate content, and analyze impact on regional product <p>Output: # of tourism stakeholders involved in the feedback / education process (target – 80)</p>	<p>Q1-4</p>
<p>Self-Guided Mobile Tours (Group of Seven Outdoor Gallery, Bike Cottage Country, Cottage Country Beer Trail)</p> <ul style="list-style-type: none"> • Communicate to niche markets product related self-guided mobile tours • Trouble shoot self-guided mobile tours for accuracy and applicability • Develop content specific to each tour • Communicate tours via social media platforms • Engage tourism stakeholders to push out suite of self-guided tours <p>Output: Track web analytics and usage of self-guided mobile tours (benchmark year)</p>	<p>Q1-4</p>

<p>Research</p> <ul style="list-style-type: none"> • Develop annual Tourism Indicator Framework report via online dashboard capturing the data collected across the key performance measures (HST, attractions, occupancy, weather, etc.). Include PKF data. • Network with stakeholders to assemble data related to Organizational Program Performance, Tourism Business Performance, Visitor Intelligence via an Exit Survey. • Continue to track and disseminate Ministry-generated consumer research • Acquire and analyze consumer market research; review for 2019-2020 Business and Operational Plan <p>Output: Sustain the number of section items and indicators included in the Tourism Indicator Framework (target – 6 sections and 6 indicators)</p> <p>Number of views / downloads of the online dashboard (target – 250).</p> <p>Number of participants in the online dashboard (target- 35)</p> <p>Number of research presentations (target - 6)</p>	<p>Q1-4</p>
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------

Pillar # 2: Investment Attraction/Investor Relations

Objective:	Performance Measures
<p>To increase investment in the tourism industry to enhance visitor experience</p>	<p># of program / projects created or initiated from investment activities</p>
Activities	Timelines
<p>Investment Seminar Workshops</p> <ul style="list-style-type: none"> • Disseminate relevant Investment Attraction information to stakeholders on a quarterly basis <p>Output: # of attendees at investment seminar / workshop(s) (target 20)</p>	<p>Q1-4</p>

<p>Networking Events</p> <ul style="list-style-type: none"> • Organize investment attraction networking event(s). Q1 & Q3 • Communicate investment attraction opportunities to potential investors <p>Output: # of attendees at networking events (target: X4</p>	<p>Q1-4</p>
<p>Development of Commercial Air Service</p> <ul style="list-style-type: none"> • Communicate commercial regional air service progress ensuring the broader regional group of stakeholders is involved and abreast of developments. Q1 – Q4 • Engagement sessions with the District of Muskoka, Muskoka Airport, Transport Canada, CATSA, regional stakeholders and consultant outreach. Q1, Q3 & Q4 <p>Output: # of regional outreach engagement sessions (target – 5)</p>	<p>Q1-4</p>
<p>Development of Cruise Ship Tourism</p> <ul style="list-style-type: none"> • Communicate cruise ship benefits, opportunities and challenges related to the cruise ship programs in Parry Sound • Support the further development of Great Lakes Cruising by working with Parry Sound stakeholders and MTCS Investment and Development Office to facilitate planning, marketing and destination management <p>Output: # of regional outreach engagement sessions (target – 3)</p>	<p>Q1-4</p>

Pillar # 3: Workforce Development

Objective:	Performance Measures
Facilitate and support the attraction, development and retention of a tourism workforce to enhance the visitor experience.	Employment numbers for Tourism
Activities	Timelines
<p>Workforce Opportunity Scan</p> <ul style="list-style-type: none"> • Review/examine/analyze the current tools related to our regional workforce programs • Workforce Committee meetings • Work with existing organizations to coordinate workforce development, prospect/ opportunities in EE & facilitate/communicate workforce opportunities • Reconciliation via a regional report on the additional research that will be required • Draft of a regional tourism ambassador strategy (consider sub-regions – airport and cruise ship) • Engage sub-regions that are point of entry for international travelers and engage in a consultation and training process. The outcome will be a developed strategy to ensure consistency among international points of entry <p>Outputs: Review of programs completed, draft ambassador strategy completed, number of sub-regions engaged (5), Number of workforce development opportunities communicated (target – 5), # of participants in the development and communication of the workforce overview (target - 15)</p>	Q1-4

<p>Tourism as a Career</p> <ul style="list-style-type: none"> • Continue to promote availability and desirability of careers in tourism industry throughout RTO 12 (25). • Update and network with the workforce development committee • Make necessary website update to rto12.ca related to workforce development • Create content to position the region as a career option related to tourism. <p>Outputs: Website analytics related to workforce development (benchmark year), # of pieces of content related to workforce development (target – 3)</p>	
<p>Stakeholder Skills and Knowledge Training</p> <ul style="list-style-type: none"> • Organize and execute relevant presentations and seminars • Develop and schedule Ask Me Anything (AMA) webinars based on stakeholder needs and feedback • Review Tourism Excellence North (TEN) program and communicate the pilot project out to operators. <p>Outputs: Industry seminars and presentations (target – 6), Industry AMA sessions (target 6), # of stakeholders involved in TEN review (target – 14), Satisfaction rating related to seminars and AMA's (target 80% satisfied or highly satisfied)</p>	

Pillar #4: Marketing

Objective:	Performance Measures
To increase awareness of Ontario as a travel destination and increase conversion in target markets.	Website Analytics Social Media Analytics ROI
Activities	Timelines
<p>Content Development</p> <ul style="list-style-type: none"> • Development of regional content via researching story ideas, interviewing stakeholders, alignment with research (includes interviews, photography development and regional outreach) • Update 2018-2019 Marketing Plan, based on Marketing Committee and stakeholder feedback. Q1 • Circulation of monthly monitor tracking reports that include change in website traffic, traffic sources, media performance, outbound referrals, social engagement etc. <p>Q1 – Q4</p> <ul style="list-style-type: none"> • Assigning staff resources in the communication of use and applicability of the EE logo (Canada 150) on stakeholder communication. Q1 – Q4 • Assigning staff resources in the exploration of collaborative partnerships stakeholders at a federal, provincial and regional level. Q1, Q2, Q3 • Participate in Destination Ontario programs as relevant to include but not limited to the provincial marketing and advertising tactics. Q1- Q4 <p>Outputs: Regional Content developed (target – 20 domestic pieces on Explorers’ Edge website and on applicable microsites and target -45 international pieces), Consumer opt-in for the consumer e-mail database (target – 4,000), Website analytics including: visits (target – 800,000), page views (target – 1.5 million), pages/session (target – 1.51) & average session duration (target – 1.00 minute)</p>	<p>Q1-4</p>
<p>Social Media Marketing</p> <ul style="list-style-type: none"> • Traffic developed content over social media channels monitoring, updating and responding to travel enquiries related to posted information. Q1 – Q4 	<p>Q1-4</p>

<ul style="list-style-type: none"> • Update social media channels with information related to regional product and experiences • Respond and interact with travel enquiries across multiple social media platforms <p>Outputs: Social media analytics: - Facebook Likes (target – 10,000 new)</p> <p>- Twitter followers (target – 1000 new)</p> <p>- Social media mentions (target – 5,000)</p> <p>- Social media comments (target - 2,000)</p> <p>- Social media Post Likes (target – 25,000)</p> <p>- Social media clicks to Website (target – 100,000)</p>	
<p>International Trade Shows</p> <ul style="list-style-type: none"> • Working with Destination Ontario identify and attend international trade shows and communicate regional product. • Pre-show outreach to attendees where applicable • Research tradeshow audiences • Staff and volunteer training • Post show ROI measurement <p>Outputs: # of trade shows (goal 2)</p> <p># of tour leads and content adoption leads (12)</p>	<p>Q1-4</p>
<p>Media/PR Program</p> <ul style="list-style-type: none"> • Participate in selected travel trade and media promotions to facilitate a positive media coverage of RTO12 • Regional outreach to gauge feedback on media opportunities. Q1 • Engage industry partners (Destination Ontario, sub regional partners, operators) on media opportunities. Q1 – Q4 • Meet with media representatives at key marketplaces. Q1 & Q2 • Coordinate media tours. Q1 – Q4 • Track media engagement. Q1 – Q4 <p>Outputs: Increase number of media visits (target – 8)</p> <p>Increase in the number of media contacts in the database (target – 12)</p>	<p>Q1-4</p>

<p>Increase in unique visits to the RTO media communication page (target – benchmark)</p> <p>Increase impressions in earned media and in value of media impressions (target 20% year over year)</p>	
<p>Image Bank</p> <p>RTO 12 will continue to develop video and image bank by expanding image bank selection and size.</p> <p>RTO 12 will identify image bank gaps and arrange photo shoots to acquire necessary images that support marketing activities.</p> <p>Outputs: Increase in stakeholders’ requests to use imagery in travel and tourism marketing.</p> <p>Increase in # of downloads and subscriptions on photography and videography platforms.</p> <p># of photo shoots</p>	<p>Q1-4</p>
<p>Transacting – New Visits</p> <ul style="list-style-type: none"> • Encourage net new visits to the region via international transacting programs associated with product. • Coordinate with stakeholders to field feedback and opportunities for collaboration. Q1 – Q4 • Communicate outcomes with the marketing committee • Q1 – Q4 • Provide stakeholders with information related to transacting programs on a regular basis. Q1 – Q4 <p>Outputs: Signature Tipping Point Program (Fuel and Fun) change in first time visitation (target – 75%) and pre-planned visitation (target – 18%), Redemption rate of vouchers (target – 70%), Transacting Visitor Exit Survey (target – 100 responses), Operator Satisfaction with the transacting program (target – 85% satisfied or highly satisfied)</p>	<p>Q1-4</p>

<p>Transacting – Jack Rabbit</p> <ul style="list-style-type: none"> Identify and work with operators to ensure that accommodation, attraction ticket and package rates are online and recent. Coordinate with stakeholders to field feedback and opportunities for collaboration Q1 – Q4 Explore gaps and opportunities in the area of package development Q1 – Q4 Provide regional outreach and training session(s) to stakeholders on package development and implementation of an online rate and inventory system Q1 – Q4 <p>Outputs: Change in the number of operators with a rate and inventory information on Jack Rabbit (target - 10 operators), Increase Number of packages listed on the Jack Rabbit platform (target - 30), Online referral and reservation system referrals (target – 40,000)</p>	<p>Q1-4</p>

Pillar #5: Partnerships

Objective:	Performance Measures
To become a catalyst in building strategic alignment and promoting collaboration within the industry	<p>% and % change of Industry Stakeholders that are partnering / collaborated in RTO activities</p> <p>% and % change of stakeholders satisfied with RTO activities</p>
Activities	Timelines
<p>International Market Development and Marketing</p> <ul style="list-style-type: none"> Engage and communicate the breadth of tourism product to international markets. Using staff resources in cooperation with third party develop strategy, tactics and deliverables. Q1 Work with third party to establish work plan, key deliverables and dates. Q1 <p>Outputs: # of content pieces produced (target – 10)</p>	<p>Q1-4</p>

<p>Content Development</p> <p>RTO will work with regional stakeholders in the development of content related to regional product offering via collaborative partnerships. Q1</p> <p>Third party content development includes research, interviews and photography (in some cases video). Q1 – Q4</p> <p>Engage agency of record to traffic content on Facebook. Q1 – Q4</p> <p>Solicit feedback on the content partnership. Q-4</p> <p>Outputs: # of content pieces produced (target – 10)</p>	<p>Q1-4</p>

SCHEDULE "D" BUDGET

EXPENSE	Funding
Governance and Operations	
Salaries and Benefits	153,000
Finance and Administration	14,500
Overhead/Facilities	62,000
Travel	45,000
Governance	10,000
Industry Relations/Stakeholder Engagement	11,000
Information Technology	10,000
Sub-Total	305,500
Product Development	
Salaries and Benefits	65,000
Product Development Framework Communication	10,000
Product Development Enhancements	40,000
Research	20,000
Sub-Total	135,000
Investment Attraction	
Salaries and Benefits	20,000
Outreach/Meetings	10,000
Sub-Total	30,000
Workforce Development / Training	
Salaries and Benefits	20,000
Workforce Attraction Communication/Regional Workforce Analysis	33,149
Sub-Total	53,149
Marketing	
Salaries and Benefits	85,000

Social Media Advertising Domestic	58,000
Social Media Advertising International	250,000
Content Development / Guest Authors	25,000
Promotions/Contests/Incentives	10,000
Creative Development	5,000
Project Mgmt. Ad Trafficking	46,200
Strategist (Retainer)	48,000
International FAM Tours & Trade Shows	35,000
Lead Nurturing (E-mail database)	22,000
Image Bank	15,000
Media / PR	10,000
Reservation Platform	65,000
Transacting	50,000
Sub-Total	724,200
Partnerships	
Salaries and Benefits	10,000
Sub-Total	10,000
International Marketing & Development	150,000
Content Marketing	16,000
Sub-Total	166,000
Total	176,000
GRAND TOTAL	1,423,849

SCHEDULE "E"
PAYMENT PLAN

PAYMENT DATE OR MILESTONE	AMOUNT
Signing of the TPA	\$569,540 (40%)
Submission of a satisfactory Final Report for 2017-18 <i>(Due: May 1, 2018)</i>	\$569,540 (40%)
Submission of a satisfactory Progress Report for 2018-19, and Financial Audit for 2017-18 <i>(Due: October 26 ,2018)</i>	\$142,385 (10%)
Submission of a satisfactory Budget to Actuals report for 2018-19 <i>(Due: January 4, 2019)</i>	\$142,384 (10%)

SCHEDULE "F" REPORTS

Name of Report	Due Date
1. Final Report for 2017-18	May 1, 2018
2. Progress Report 2018-19, Audited Financial Statement and Schedule of Revenues and Expenses as per the TPA for 2017-18	October 26, 2018
3. Budget-to-Actuals Report 2018-19 and Final Attestation Form	January 4, 2019
4. Reports specified from time to time	On a date or dates specified by the Province.

Report Details

1. The recipient will complete the Final Report for the 2017-18 fiscal year on the template provided.
2. The recipient will complete the Progress Report for the 2018-19 fiscal year on the template provided. In addition, the recipient will provide an Audited Financial Statement and Schedule of Revenues and Expenses for the 2017-18 fiscal year.
3. The recipient will complete a Budget to Actuals report on the template provided. In addition, the recipient will submit a final attestation form for the 2018-19 fiscal year.
4. Reporting as requested from the Ministry