



# Terms and Conditions

## Cultural Funding Programs

### Operating Funding

#### **1. Definitions**

"Applicant" means the applicant organization or individual that submitted an application to one of the City of Ottawa's Cultural Funding Programs.

"Recipient" means the applicant organization or individual that submitted the application, has agreed to be bound by these terms and conditions and has been awarded funding by the City of Ottawa.

"City" means the City of Ottawa, Cultural Funding Support Unit, Arts & Heritage Development Unit, Business and Technical Support Services Branch, Recreation, Cultural and Facility Services.

#### **2. Time Department. Frame**

These terms and conditions shall be in effect for three (3) years from the date of receipt of funding.

#### **3. Acknowledgment of Funding**

The Recipient shall publicly acknowledge the support of the City of Ottawa in print and verbally in all publicity, promotional materials, informational materials, press materials and at public occasions relating to the program for which funds have been granted. See the *Acknowledgement of Support* document for more details.

#### **4. Purpose of Funding**

Funding shall only be used for the purposes of the program as described in the funding application. Major changes in the activities and timelines or to the structure of the organization shall be made in writing to and receive approval from the City.

Funds are not available for the following: major capital expenditures, reducing budget deficits, increasing a surplus and fundraising activities. City funds cannot be used to pay for legal costs associated with litigation against the City.

#### **5. Unused Funds**

Any portion of the funding that is unused and was designated for activities that were not performed shall be repaid to the City of Ottawa.

#### **6. Assignment of Funding**

Neither the Applicant nor the Recipient shall assign this application or funding allocation respectively to a third party. Any funds assigned shall immediately be repaid to the City.

#### **7. Disposal of Assets**

For assets purchased either in whole or in part with City funds, the cost of which exceeds \$5,000, the Recipient shall not sell, lease or otherwise dispose of those assets without the prior written consent of the City.

## **8. Repayment of Funding Allocation**

The Recipient shall at the request of the City, repay to the City of Ottawa, the whole or any part of the funding allocation, or an amount equal thereto, if the Recipient:

- a) Ceases to operate as a non-profit organization
- b) Experiences a change in its ownership or control, without prior written consent from the City
- c) Is wound up or dissolves
- d) Has knowingly provided false information in the application and any attachments
- e) Uses funds for purposes other than those detailed in the application
- f) Breaches any of the terms and conditions of this agreement
- g) Breaches any of the provisions of Human Rights Code, 1981, as amended, or other applicable legislation, regulations, or by-laws in the operation of the program
- h) Commences, or has commenced against it any proceedings in bankruptcy or is adjudged bankrupt and the Recipient further agrees to immediately notify the City of the contact information for the trustee in bankruptcy
- i) Fails to complete the project

The City reserves the right to demand interest on any amount owing by the Recipient at the current rate charged by the City on accounts receivable.

Where required, the funding allocation shall be repaid by cheque payable to the City of Ottawa, and mailed to:

**City of Ottawa  
Cultural Funding Support Unit (26-49)  
Recreation, Cultural and Facility Services  
Department  
100 Constellation Drive, 9th Floor West  
Ottawa, ON K2G 6J8**

## **9. Audit Requirements**

- a) The Recipient shall keep and make available proper books of account and records of the financial management of the Contribution provided under this Agreement, in accordance with generally accepted business and accounting practices.
- b) The Recipient shall make its books, accounts and records available at all reasonable times for inspection and audit by the City, its employees, agents and the City of Ottawa Auditor General, to ensure compliance with the terms and conditions of this Agreement.
- c) The Recipient authorizes the City, its employees, agents and the City of Ottawa Auditor General at all reasonable times to inspect and copy any records, invoices and documents in the possession or under the control of the Recipient which relate to the Funding Contribution.
- d) The Recipient shall provide annual audited financial statements where the annual contribution is over \$50,000. If the contribution is less than \$50,000 un-audited financial statements may be submitted.
- e) The Recipient shall make available program and governance information for audit purposes.
- f) These audit requirements shall survive for three (3) years beyond the termination of this Agreement.

## 10. Indemnity and Liability

- a) The Recipient shall indemnify and save harmless the City from any claims, demands, losses, costs, charges, actions and other proceedings, made or brought against, suffered by or imposed upon the City or its property in respect of any loss, damage or injury, including injury resulting in death, to any person or property directly or indirectly arising out of, resulting from or sustained by reason of negligence or otherwise of the Recipient, its employees, agents, volunteers, officers or directors.
- b) The City shall not be liable to the Recipient or any other party in relation to the Funding Contribution and/or the services provided by the Recipient pursuant to the terms of this agreement and the parties agree that the Recipient shall not be deemed an agent of the City for any purpose under this agreement. The Recipient shall be solely responsible for the payment of any individuals employed, engaged or retained by the Recipient for the purpose of assisting it in the fulfilment of its obligations under this agreement.

## 11. Insurance

- a) The Recipient shall obtain and maintain during the term of the agreement comprehensive general liability insurance acceptable to the City, which shall be subject to limits of not less than five million dollars (**\$5,000,000**) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

*\*Applicants able to demonstrate significantly low risk in their proposed activity, to the satisfaction of the Cultural Funding Support Unit may be allowed to obtain insurance to limits between two to five million dollars depending on the circumstance. Please contact Cultural Funding Support Unit for approval.*

- b) The comprehensive general liability insurance shall include coverage for:
  - i) Premises and operations liability;
  - ii) Products or completed operations liability
  - iii) Blanket contractual liability
  - iv) Cross liability
  - v) Personal injury liability
  - vi) Liability with respect to non-owned licensed motor vehicles
  - vii) Severability of interest clause
  - viii) Owner's and contractor's protective coverage
- c) The comprehensive general liability insurance policies shall be in the name of the Recipient and **shall name the City of Ottawa, as an additional insured** there under.
- d) The liability insurance policies shall contain an endorsement to provide all names of insured and additional insured parties with prior notice of cancellation or of a material change that would diminish coverage.
- e) It is understood and agreed that the names insured and additional insured parties shall be given thirty (30) days prior written notice of cancellation or of a material change that would diminish coverage.
- f) Evidence of insurance satisfactory to the City shall be provided prior to the commencement of services under this Agreement or upon request, in compliance with the City's Insurance Services requirements

## **12. Occupational Health and Safety and Workplace Safety**

- a) The Recipient shall be responsible, where applicable, for the health and safety of its workplace and per compliance with the provisions of the Occupational Health and Safety Act, R.S.O. 1990. c.O.1, as amended, and its regulations or any successor legislation ("OHSA") and the requirements under the Workplace Safety and Insurance Act, S.O. 1997, c.16, Sch. A ("WSIA").
- b) At any time during the term of this agreement, the Recipient shall, when requested by the City, provide evidence of compliance by itself and its subcontractors with respect to the WSIA, and failure to provide satisfactory evidence shall result in payment being held by the City until the City has received satisfactory evidence.

## **13. Dispute Resolution**

- a) if a dispute arises concerning the application or interpretation of this Agreement, the parties will attempt to resolve the matter through good faith negotiation and each party may appoint senior representatives to meet and pursue resolution through negotiation before resorting to litigation.
- b) the City and Service Provider agree that nothing contained in subsection 13 (a) shall affect or modify the rights of the City or the obligations of the Service Provider as set out in the provisions agreed to in this Agreement.

## **14. Arrears**

The City may in its sole and absolute discretion, hold or seize, in whole or in part, funds awarded through the Major Arts & Cultural Festivals Program, to applicant organizations that have overdue accounts with any City of Ottawa department.

## **15. Deficits**

The City shall be entitled to hold in whole or in part, funds awarded to applicant organizations that carry accumulated deficits over 10%. The release of funding to an organization may be contingent on approval of deficit reduction progress reports.

## **16. Reporting Requirements**

The Recipient shall submit a final or interim report in the form required by the City twelve (12) months after the receipt of funds or upon subsequent application, whichever is sooner. This report shall provide all details required and be approved by the City. If an extension is required to complete the funded activity, the Recipient will notify and receive approval from the City in writing.

## **17. Municipal Freedom of Information and Protection of Privacy Act (MFIPPA)**

Personal information on this application form is collected under the authority of section 107 of the Municipal Act, 2001 S.O. 2001, C. 25 in accordance with the City of Ottawa Grants and Contributions Policy.

## **18. Additional Terms**

The City shall be entitled to amend or impose such additional terms and conditions in its letter or approval, in its sole discretion as it deems necessary and shall be entitled to impose such terms and conditions on any consent granted pursuant to this application, as it deems necessary.

These terms and conditions will be appended and incorporated into any additional or supplemental grant or contribution agreement executed between the Recipient and City, in the event such an agreement is required, except for any specific deviations or exclusions outlined therein.

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*On behalf of, and with the authority of the organization, I certify that the organization agrees to be bound by the above noted Terms and Conditions upon being awarded funding through the City of Ottawa's Cultural Funding Programs.*

**ORGANIZATION**

*Please print*

**CITY OF OTTAWA**

*Please print*

Name of Organization

Dan Chenier, General Manager, RCFS

Name & Title

Name of signing official #1 (board member)

Signature

Position

Date (yyyy/mm/dd)

Signature (Original signature required)

Name of signing official #2 (printed name)

Signature (Original signature required)

Date (yyyy/mm/dd)

**Cultural Funding Terms & Conditions documents have been reviewed by the City of Ottawa's Legal Services Branch and approved for execution by the City. Alterations to this document are not permissible.**