

ONTARIO CREATES – Ontario Music Office

Program Policies

Updated March 2025

The information in this document applies to the Ontario Creates Ontario Music Investment Fund program streams listed below. It is considered an integral part of the program guidelines and it is expected that applicants will review this document thoroughly along with the program-specific guidelines in advance of submitting an application:

- Music Creation
- Music Industry Initiatives
- Global Market Development for Music Managers
- Live Music

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1. Definitions and General Policies

Definitions

Ontario-based - have a principal place of business* in Ontario which serves as head office and base of operations. The applicant must meet the following:

- applicant must be eligible to pay corporate income taxes in Ontario
- Ontario address is listed as head office in T2 filing; and,
- Ontario address must be a stable and non-temporary establishment where the applicant can demonstrate that the location is under the corporation's control and the space can be objectively identified with the corporation. For example:
 - maintenance of an office for which the corporation pays rent or compensates employees
 - presence of office equipment
 - the place of business is listed as the corporation's residential address in the telephone directory
 - substantial quantities of the corporation's goods are kept on the property
 - residents or employees of the corporation working at the property devote all their working hours to the corporation's interests

- substantial usage of owned/rented machinery or equipment that is used to carry out the corporation's business

If the applicant is a successful funding recipient, the applicant must continue to have a principal place of business in Ontario for the duration of the funding.

Canadian-owned - as defined in the Investment Canada Act (Canada) and is Canadian-controlled as determined for the purposes of sections 26 to 28 of the Investment Canada Act.**

Ontario Expenditure - Ontario expenditures include goods or services provided by Ontario-based individuals or corporations in the course of carrying on their businesses at a permanent establishment in Ontario.

Ontario Resident – a person who has lived in the province 200 of the last 365 days and has filed their last tax return in Ontario.

** The corporation's principal place of business will be determined at the discretion of Ontario Creates and additional documentation may be requested as required. For this purpose, a principal place of business is not a post-office box or fixed address of a friend or relative not directly employed by the company.*

***Excepting Multinational Record Labels*

Respectful Workplace - Ontario Creates is committed to fostering respectful workplaces in all sectors and companies we support. A respectful workplace is one that values diversity and inclusion, dignity, courteous conduct, fairness, positive communication and professional working relationships. A respectful workplace is free from harassment and discrimination including sexual harassment.

The policy of Ontario Creates is to take every reasonable step to:

- Cultivate and sustain a respectful, positive, inclusive and supportive work culture
- Promote awareness of rights and responsibilities
- Prevent, identify and eliminate workplace harassment and discrimination in a timely manner
- Improve and/or restore Ontario Creates' work environment and relationships affected by incidents or allegations of workplace harassment or discrimination, including those involving external stakeholders

Ontario Creates expects that all funding recipients maintain the principles of a respectful workplace, including taking every reasonable step to:

- Cultivate and sustain a respectful, positive, inclusive and supportive work culture
- Provide a safe mechanism for staff to report incidents or allegations of inappropriate behaviour

- Take action to prevent, identify and eliminate workplace harassment and discrimination in a timely manner

An eligibility requirement for Ontario Creates programs includes the applicant organization confirming that their interactions with Ontario Creates staff will adhere to Ontario Creates' respectful workplace policies and that they have in place both guiding principles and a process for maintaining a respectful workplace. Please download the **Applicant Affidavit** from the Ontario Creates website or from the application form in the OAP, sign, and include with your application as instructed.

Diversity - Ontario Creates values and supports diversity and gender parity at all levels and business roles within creative industries. We acknowledge that many communities continue to face systemic barriers, preventing them from participating meaningfully in these industries. Ontario Creates applies a lens of diversity, equity, and inclusion to the evaluation criteria for this program, and directs jury members to do the same. Applicants proposing projects/activities that support, reflect, and strengthen diversity and gender parity in Ontario are expected to tangibly demonstrate a genuine and sustained commitment to these equity-deserving communities*. Ontario Creates encourages applications from companies that are led by BIPOC (Black, Indigenous, or People of Colour) or Francophone individuals and applicants that otherwise meaningfully meet the provincial definition of diversity**.

OMIF applicants seeking information around guiding principles and best practices are encouraged to review the **On-Screen Protocols & Pathways Media Production Guide** and the **Black Screen Office Being Seen Report** as a helpful resource.

* Equity-deserving communities are those that face significant collective challenges in participating in society. This marginalization may be caused by, but not limited to, attitudinal, historic, social and environmental barriers based on age, ethnicity, disability, economic status, gender, nationality, race, sexual orientation and transgender status. Equity-deserving communities identify barriers to equal access, opportunities and resources due to disadvantage and discrimination and actively seek social justice and reparation.

** The provincial definition of diversity states: the dimensions of diversity include, but are not limited to: ancestry, culture, ethnicity, gender identity, gender expression, language, physical and intellectual ability, race, religion (creed), sex, sexual orientation and socio-economic status.

Accessibility - Ontario Creates welcomes applications from people with disabilities, people who are Deaf, and people who face barriers in accessing technology to complete an application. Applicants that have accessibility needs, face accessibility barriers, or require accommodations may request an alternative process or format for submitting an application, or funds (up to \$500 per application) towards service providers to assist with your application. Support for application assistance is also

available to First Nations, Inuit or Métis applicants facing language, geographic and/or cultural barriers. Services may include, but are not limited to, assistance to create an account and navigate the Online Application Portal; transcribe/edit/organize/translate application materials; complete and submit application materials. Please contact the relevant Program Consultant listed in the program-specific guidelines a minimum of four weeks before the deadline.

Ontario Creates encourages applicants who host event-based activities to choose accessible venues and offer reasonable and meaningful accommodations for people with disabilities to participate in these activities. More information on the Accessibility for Ontarians with Disabilities Act can be found at www.ontario.ca/laws/statute/05a11.

Sustainability - Ontario Creates encourages all Applicants to implement environmentally-sustainable practices and cleaner technologies – and reduce the use of unsustainable resources – in the development, production and exploitation of their Activities.

Use of AI Technology

Applicants using AI technology should refer to the Ontario Government’s **Trustworthy Framework for AI**, in particular the following six principles for the ethical use of AI:

- **Transparent and Explainable** – transparent use and responsible disclosure around data enhancing technology like AI.
- **Good and Fair** – respects the rule of law, human rights, civil liberties, and democratic values. This includes dignity, autonomy, privacy, data protection, non-discrimination, equality and fairness.
- **Safe** – must function in a safe and secure way, and ensure tools are working as intended.
- **Accountable and Responsible** - Human accountability and decision making over AI systems within an organization needs to be clearly identified, appropriately distributed and actively maintained throughout the system’s life cycle. An organizational culture around shared ethical responsibilities over the system must also be promoted.
- **Human-centric** - AI systems should be designed with a clearly articulated public benefit that considers those who interact with the system and those who are affected by it. These groups should be meaningfully engaged throughout the system’s life cycle, to inform development and enhance operations.
- **Sensible and appropriate** - Data enhanced technologies should be designed with consideration of how they may apply to a particular sector along with awareness of the broader context. This context could include relevant social or discriminatory impacts.

Program juries will be instructed to refer to this framework when reviewing projects including AI elements.

The use of AI technology must be disclosed and outlined in your application. This applies to (1) the use of AI to prepare content for the application form and supporting documents and (2) submitted projects that involve the use of AI technology in the creation of content or otherwise. It is the responsibility of the applicant to ensure that all applications and projects have access to all underlying rights including content that is created with the assistance of AI technology.

2. Application Submission

Online Application Portal - All applications must be submitted electronically through the Ontario Creates Online Application Portal (OAP) at <https://apply.ontariocreates.ca/>.

Applicants that do not have a user account on OAP should go to <https://apply.ontariocreates.ca/> and click on “Register”. For assistance, please see Ontario Creates’ website for the “OAP Quick Start Guide”.

To start the application, click on “Start New Application” and follow the directions through the five step wizard to access the application form.

For technical assistance, please contact the OAP Helpdesk at applyhelp@ontariocreates.ca.

Financial Statements - Ontario Creates requires applicants to provide financial statements to fulfill standard Ontario Government risk assessment parameters for the delivery of transfer payments. Financial statements are reviewed internally only and reviews contribute to the evaluation of the feasibility of the proposed project and the overall track record of the company. In some cases, financial statements are also used to verify company eligibility for stated program funding tiers.

Two sets of Financial Statements must be submitted with your application* - one set for the most recently completed fiscal year, and one set for the fiscal year immediately prior:

- Internally-prepared statements will be accepted for requests of \$15,000 or less
- A minimum of Compilation Engagement Report will be accepted for applications requesting \$150,000 or less. A compilation engagement report financial statements must be prepared and signed by an accountant who is a member in good standing of a provincial branch of the Chartered Professional Accountants (CPA).
- Review engagement or audited financial statements are required for requests of more than \$150,000, and must be conducted by an independent public

accountant who is a member in good standing of a provincial branch of the Chartered Professional Accountants (CPA).

Financial statements must be current and dated within six months of the applicant's most recent fiscal year-end.

** Exceptions may be considered for companies with less than two years of operations. Companies in this situation should contact Ontario Creates at least three weeks in advance of the deadline.*

Contrary to Public Policy - Products for which public financial support would in the opinion of Ontario Creates be contrary to public policy are not eligible. Products that are contrary to public policy may include products which are capable of inciting hatred against an identifiable group, including a section of the public distinguished by colour, race, religion, sex, sexual orientation or ethnic origin and products whose dominant characteristic is the undue exploitation of sex or violence, or the combination of sex and one or more of the following subjects: crime, horror, cruelty or violence.

FIPPA - Subject to the Freedom of Information and Protection of Privacy Act (FIPPA), all information contained in the application will remain strictly confidential.

Communication - Ontario Creates reserves the right to alter program guidelines with general public notice to all potential applicants and to refuse any application for any reason. All inquiries pertaining to Ontario Creates funds are to be directed to Ontario Creates staff only.

Final Decisions - All Ontario Creates decisions are final. The number of awards and amount awarded is contingent on confirmation of Ontario Creates' annual budget. Ontario Creates is not required to make any minimum number of awards.

Feedback - Applicants may receive feedback either via a short call on request after decisions have been communicated. Feedback is provided verbally and is intended to assist with the preparation of future applications and/or ongoing activities. Evaluations are competitive and comparative for each program cycle. Incorporating feedback into a future application does not guarantee funding at a subsequent deadline.

3. Successful Applicants

Agreement - On acceptance into the program, the recipient company will be required to sign a standard Ontario Transfer Payment Agreement (TPA) covering the terms of their participation in the program including providing Ontario Creates with permission to use the project and delivery materials for promotional purposes. A copy of this agreement is attached for review in Section 5: Appendix 1 below. Recipients may not amend the agreement template.

Accessibility - Successful applicants who are deaf or otherwise disabled may be eligible for supplementary funds for accessibility expenses required to complete their project deliverables.

Release of Project Information - Ontario Creates is required to provide a list of funding recipients to the Ministry of Tourism, Culture and Sport and to disclose funding information on the Ontario Creates website. Information provided may include but is not limited to company, project title/description and amount of funding.

Insurance - Recipient companies will be required to carry 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 \$2,000,000 per occurrence, \$2,000,000 products and completed operations aggregate. Ontario Creates and His Majesty the King in right of Ontario need to be named as additional insureds on all policies. Please budget accordingly. Additional information on insurance requirements is available upon request.

Credit - Ontario Creates support is to be acknowledged with an Ontario Creates credit and logo on the project and all related publicity and promotional materials. Ontario Creates is to be advised in advance of any mention of Ontario Creates or Ontario Creates' involvement in the project in media releases publicity materials or social media. The Ontario Creates logo is available at www.ontariocreates.ca/media-room/ontario-creates-logo

Changes to the Activities - Ontario Creates must be notified of any significant changes to the activities as defined in the agreement and, if applicable, changes will require consent of Ontario Creates.

Interim Reports - Successful applicants (depending on funding amount awarded) are required to submit an interim report on the progress of their activities. Participants may also be requested to provide feedback on the process, business and/or content development benefits and other outcomes in order for Ontario Creates to evaluate the program.

4. Delivery of Activity / Activities

Deliverables - The agreement with Ontario Creates will outline specific deliverables including, but not limited to: a cost report, copies of any materials that include Ontario Creates credit and an assessment of the program. Since activity-related deliverables will vary, certain delivery requirements will be negotiated on a case-by-case basis at the execution of agreement stage. Participants may also be requested to provide feedback on the process, business and/or content development benefits and other outcomes in order for Ontario Creates to evaluate the program.

Cost Report - A Final Cost Report is required for all applications supported by Ontario Creates.

- Recipients awarded more than \$150,000 must have the Final Cost Report audited by a licensed public accountant.
- Recipients awarded up to \$150,000 may be selected for a spot audit of the Final Cost Report. Upon request from Ontario Creates, copies of invoices & proofs of payments must be submitted.

Audit Requirements:

- The auditor must be a member in good standing with its Provincial Institute/Order or Association, have any provincial licenses required to conduct an audit in the province where the engagement will take place, and must be independent of the application corporation.
- The auditor's report must be addressed to the party that has engaged the auditor, that is, to the directors or shareholders of the applicant corporation.
- The audit must be performed in accordance with Canadian Generally Accepted Auditing Standards.
- The cost report must be prepared in accordance with the Generally Accepted Accounting Principles (GAAP) that are published in the CPA Canada Handbook.
- The reports must include:
 - A summary of all related party transactions as well as all payments made to the producer and/or related parties;
 - A declaration of non-Canadian labour or services; and
 - A summary of any unpaid amounts and deferrals
- The auditor conducting the audit of the Final Cost Report should ensure that they have read and understood the requirements of the relevant program's guidelines before undertaking their reports. Special attention should be paid to the expense and financing categories which have maximum allowable caps.
- The company submitting the final cost report is responsible for ensuring that the certified independent accountant who is undertaking the audit is aware of the relevant program policies.

5. Appendix 1: Agreement template

ONTARIO TRANSFER PAYMENT AGREEMENT

THE AGREEMENT is effective as of the _____ day of _____, 20____

BETWEEN:

Ontario Creates

(the “Province”)

- and -

Enter the full legal name of the Recipient

(the “Recipient”)

CONSIDERATION

In consideration of the mutual covenants and agreements contained in the 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 Schedules to the Agreement. The following schedules form part of the Agreement:

- 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**
- Schedule “G” - Credit and Participation.**

1.2 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.

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 One and the Same Agreement. 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 Amending the Agreement. The Agreement may only be amended by a written agreement duly executed by the Parties.

5.0 ACKNOWLEDGEMENT

5.1 Acknowledgement. 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) His Majesty the King 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;
- (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; and
- (f) the Province is bound by the *Financial Administration Act* (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - (i) an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - (ii) the payment having been charged to an appropriation for a previous fiscal year.

SIGNATURE PAGE FOLLOWS

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

Ontario Creates

Date

Marina Adam
Director, Ontario Music Office

[enter the full legal name of the Recipient]

Date

Name
Title

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 A12.1.

“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 or the Expiry Date, whichever is first.

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

“Indemnified Parties” means His Majesty the King in right of Ontario, and includes His ministers, agents, appointees, and employees.

“Loss” means any cause of action, liability, loss, cost, damage, or expense (including legal, expert and consultant fees) that anyone incurs or sustains as a result of or in connection with the Project or any other part of the Agreement.

“Maximum Funds” means the maximum 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 A12.3(b), and includes any such period or periods of time by which the Province extends that time pursuant to section A12.4.

“Parties” means the Province and the Recipient.

“Party” means either the Province or the Recipient.

“Proceeding” means any action, claim, demand, lawsuit, or other proceeding that anyone makes, brings or prosecutes as a result of or in connection with the Project or with any other part of the Agreement.

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

“Records Review” means any assessment the Province conducts pursuant to section A7.4.

“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 capacity 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 or Article A12.0.

A4.0 FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:

- (a) provide the Recipient with Funds 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 the Recipient designates 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 required 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; and**
- (c) **the Province may adjust the amount of Funds it provides to the Recipient for any Funding Year based upon the Province’s assessment of the information the Recipient provides to the Province pursuant to section A7.2.**

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 been 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 do either or both of the following:
- (a) deduct an amount equal to the interest from any further instalments of Funds;
 - (b) demand from the Recipient the payment of an amount equal to the interest.
- A4.6 Rebates, Credits, and Refunds.** The Province 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 do so through a process that promotes the best value for money.
- A5.2 Disposal.** The Recipient will not, without the Province’s prior 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 set out in Schedule “B” at the time of purchase.
- A6.0 CONFLICT OF INTEREST**
- A6.1 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 by a reasonable person to, interfere with the Recipient’s

objective, unbiased, and impartial judgment relating to the Project, the use of the Funds, or both.

A6.2 No Conflict of Interest. The Recipient will carry out the Project and use the Funds without an actual, potential, or perceived conflict of interest unless:

- (a) the Recipient:**
 - (i) provides Notice to the Province disclosing the details of the actual, potential, or perceived conflict of interest; and**
 - (ii) requests the consent of the Province to carry out the Project with an actual, potential, or perceived conflict of interest;**
- (b) the Province provides its consent to the Recipient carrying out the Project with an actual, potential, or perceived conflict of interest; and**
- (c) the Recipient complies with any terms and conditions the Province may prescribe in its consent.**

A7.0 REPORTS, ACCOUNTING, AND REVIEW

A7.1 Province Includes. For the purposes of sections A7.4, A7.5 and A7.6, “Province” includes any auditor or representative the Province may identify.

A7.2 Preparation and Submission. The Recipient will:

- (a) submit to the Province at the address set out in Schedule “B” :**
 - (i) all Reports in accordance with the timelines and content requirements set out in Schedule “F”;**
 - (ii) any other reports in accordance with any timelines and content requirements the Province may specify from time to time;**

- (b) ensure that all Reports and other reports are:
 - (i) completed to the satisfaction of the Province; and
 - (ii) signed by an authorized signing officer of the Recipient.

A7.3 Record Maintenance. The Recipient will keep and maintain for a period of seven years from their creation:

- (a) all financial records (including invoices and evidence of payment) relating to the Funds or otherwise to the Project in a manner consistent with either international financial reporting standards or generally accepted accounting principles or any comparable accounting standards that apply to the Recipient; and
- (b) all non-financial records and documents relating to the Funds or otherwise to the Project.

A7.4 Records Review. The Province 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 conduct an audit or investigation of the Recipient regarding the Recipient's compliance with the Agreement, including assessing any of the following:

- (a) the truth of any of the Recipient's representations and warranties;
- (b) the progress of the Project;
- (c) the Recipient's allocation and expenditure of the Funds.

A7.5 Inspection and Removal. For the purposes of any Records Review, the Province may take one or both of the following actions:

- (a) inspect and copy any records and documents referred to in section A7.3;
- (b) remove any copies the Province makes pursuant to section A7.5(a).

A7.6 Cooperation. To assist the Province in respect of its rights provided for in

section A7.5, the Recipient will cooperate with the Province by:

- (a) ensuring that the Province has access to the records and documents wherever they are located;**
- (b) assisting the Province to copy records and documents;**
- (c) providing to the Province, in the form the Province specifies, any information the Province identifies; and**
- (d) carrying out any other activities the Province requests.**

A7.7 No Control of Records. No provision of the Agreement will be construed to give the Province any control whatsoever over any of the Recipient's records.

A7.8 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 the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual:

- (a) acknowledge the support of the Province for the Project;**
- (b) ensure that any acknowledgement is in a form and manner as the Province directs; and**
- (c) indicate 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 Indemnify. The Recipient will indemnify and hold harmless the Indemnified Parties from and against any Loss and any Proceeding, unless solely caused by the gross negligence or wilful misconduct of the Indemnified Parties.

A10.0 INSURANCE

A10.1 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 set out in Schedule “B” per occurrence, which commercial general liability 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) at least 30 days’ 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 required by section A10.1; or
 - (ii) other proof that confirms the insurance coverage required by section A10.1; and
- (b) in the event of a Proceeding, and upon the Province’s request, the Recipient will provide to the Province a copy of any of the Recipient’s insurance policies that relate to the Project or otherwise to the Agreement, or both.

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 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 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

A12.1 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 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 A7.2, Reports or such other reports as the Province may have requested pursuant to section A7.2(a)(ii);

- (b) **the Recipient's operations, its financial condition, its organizational structure or its control 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;**
- (d) **the Recipient ceases to operate.**

A12.2 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;
- (i) demand from the Recipient the payment of an amount equal to the costs the Province incurred or incurs to enforce its rights under the Agreement, including the costs of any Records Review and the costs it incurs to collect any amounts the Recipient owes to the Province; and
- (j) upon giving Notice to the Recipient, terminate the Agreement at any time, including immediately, without liability, penalty or costs to the Province.

A12.3 Opportunity to Remedy. If, pursuant to section A12.2(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.

A12.4 Recipient not Remediating. If the Province provides the Recipient with an opportunity to remedy the Event of Default pursuant to section A12.2(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 A12.2(a), (c), (d), (e), (f), (g), (h), (i) and (j).

A12.5 When Termination Effective. Termination under Article A12.0 will take effect as provided for in the Notice.

A13.0 FUNDS AT THE END OF A FUNDING YEAR

A13.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A12.0, if, by the end of a Funding Year, the Recipient has not spent all of the Funds allocated for that 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;
- (b) adjust the amount of any further instalments of Funds accordingly.

A14.0 FUNDS UPON EXPIRY

A14.1 Funds Upon Expiry. Upon expiry of the Agreement, the Recipient will pay to the Province any Funds remaining in its possession, under its control, or both.

A15.0 DEBT DUE AND PAYMENT

A15.1 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 to the Province an amount equal to the excess Funds.

A15.2 Debt Due. If, pursuant to the Agreement:

- (a) the Province demands from the Recipient the payment of any Funds, an amount equal to any Funds or any other amounts owing under the Agreement; or
- (b) the Recipient owes to the Province any Funds, an amount equal to

any Funds or any other amounts owing under the Agreement, whether or not the Province has demanded their payment,

such amounts will be deemed to be debts due and owing to the Province by the Recipient, and the Recipient will pay the amounts to the Province immediately, unless the Province directs otherwise.

- A15.3 Interest Rate.** The Province may charge the Recipient interest on any money owing to the Province by the Recipient under the Agreement at the then current interest rate charged by the Province of Ontario on accounts receivable.
- A15.4 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 at the address set out in Schedule “B”.
- A15.5 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, His Majesty the King in right of Ontario may deduct any unpaid amount from any money payable to the Recipient by His Majesty the King in right of Ontario.

A16.0 NOTICE

A16.1 Notice in Writing and Addressed. Notice will be:

- (a) in writing;
- (b) delivered by email, postage-prepaid mail, personal delivery, courier or fax; and
- (c) addressed to the Province or the Recipient as set out in Schedule “B”, or as either Party later designates to the other by Notice.

A16.2 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 fax, one Business Day after the Notice is delivered; and

- (c) in the case of email, personal delivery or courier on the date on which the Notice is delivered.

A16.3 Postal Disruption. Despite section A16.2(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, courier or fax.

A17.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A17.1 Consent. When the Province provides its consent pursuant to the Agreement:

- (a) it will do so by Notice;
- (b) it may attach any terms and conditions to the consent; and
- (c) the Recipient may rely on the consent only if the Recipient complies with any terms and conditions the Province may have attached to the consent.

A18.0 SEVERABILITY OF PROVISIONS

A18.1 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.

A19.0 WAIVER

A19.1 Condonation not a waiver. Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 Waiver. Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

A20.0 INDEPENDENT PARTIES

A20.1 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.

A21.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A21.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A21.2 Agreement Binding. All rights and obligations contained in the Agreement will extend to and be binding on:

- (a) the Recipient's heirs, executors, administrators, successors, and permitted assigns; and
- (b) the successors to His Majesty the King in right of Ontario.

A22.0 GOVERNING LAW

A22.1 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.

A23.0 FURTHER ASSURANCES

A23.1 Agreement into Effect. The Recipient will:

- (a) provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains; and

- (b) 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.

A24.0 JOINT AND SEVERAL LIABILITY

A24.1 Joint and Several Liability. Where the Recipient comprises more than one entity, each entity will be jointly and severally liable to the Province for the fulfillment of the obligations of the Recipient under the Agreement.

A25.0 RIGHTS AND REMEDIES CUMULATIVE

A25.1 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.

A26.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A26.1 Other Agreements. If the Recipient:

- (a) has failed to comply with any term, condition, or obligation under any other agreement with His Majesty the King in right of Ontario or one of His 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.

A27.0 SURVIVAL

A27.1 Survival. The following Articles and sections, and all applicable cross-referenced Articles, 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 2.0, Article A1.0 and any other applicable definitions, section A2.1(a), sections A4.4, A4.5, A4.6, section A5.2, section A7.1, section A7.2 (to the extent that the Recipient has not provided the Reports or other reports as the Province may have requested and to the satisfaction of the Province), sections A7.3, A7.4, A7.5, A7.6, A7.7, A7.8, Article A8.0, Article A9.0, section A11.2, section A12.1, sections A12.2(d), (e), (f), (g), (h), (i) and (j), Article A13.0, Article A14.0, Article A15.0, Article A16.0, Article A18.0, section A21.2, Article A22.0, Article A24.0, Article A25.0 and Article A27.0.

END OF GENERAL TERMS AND CONDITIONS

**SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS**

Maximum Funds	\$
Expiry Date	XXXX
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$5,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Ontario Creates 175 Bloor Street East South Tower, Suite 501 Toronto, ON M4W 3R8 Attention: Insert Program Consultant’s Name Email: XXXX@ontariocreates.ca
Contact information for the purposes of Notice to the Recipient	Name Address City, ON Postal Code Attention: Insert Recipient Contact’s Name Email: Insert Recipient Contact’s Email Address

Additional Provisions:

1. The following definition is hereby added to Section A1.2 of Schedule “A” to this Agreement:

“Online Application Portal (OAP)” means the database through which an application under this Agreement must be submitted.

2. Article A8 of Schedule “A” to this Agreement is hereby deleted and replaced with the following:

A8.0 CREDIT, COMMUNICATIONS AND PARTICIPATION

A8.1 Acknowledge Support. Unless the Province directs the Recipient to do otherwise, the Recipient will in each of its Project-related publications, whether written, oral, or visual.

(a) **acknowledge the support of the Province for the Project;**

- (b) **ensure that any acknowledgement is in a form and manner as the Province directs; and**
- (c) **indicate that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Province.**

- A8.2 Prominent Credit.** As appropriate, the Province shall receive a prominent credit for the Project on all relevant materials, print and digital advertising, press releases, publicity, social media posts and promotional material for the Project as follows or in a substantially similar form: “Made possible with the support of Ontario Creates [LOGO]” (or the French version thereof). In all material respects (including size of type and placement), such credit is not to be less prominent than credit accorded to any and all other financial participant(s) in the Project, where applicable, taking into consideration the respective size of the contribution.
- A8.3 Final Approval.** The Province shall have the final approval right over the credit proposed for the Province by the Recipient in accordance with section A8.2, including the right to elect that no such credit is to be provided after the date of such election. The Recipient shall provide the Province with draft materials incorporating the credit that the Recipient proposes 3 Business Days in advance of the date when final approval is required from the Province.
- A8.4 Public.** The Recipient agrees that the Province may make public the name and business address of the Recipient, the amount of Funds, and the purpose for which such Funds are being provided to the Recipient under the Agreement.
- A8.5 Promotion.** The Province reserves the right to use the Recipient’s name, Project title and key art or images to promote the Province’s involvement in the Project. While this right is to be exercised at the discretion of the Province, due consideration is to be given to the appropriate timing of such promotion as it relates to the Project.
- A8.6 Participation Opportunities.** If applicable, the Province shall be granted speaking opportunities and the right to attend events as it relates to the Project.
3. The reference to the “Ontario Minister of Finance” in Section A15.4 of Schedule “A” to this Agreement is deleted and replaced with the “Ontario Creates”.
 4. The references to His Majesty the King in right of Ontario in Section A15.5 of Schedule “A” to this Agreement are deleted and replaced with the Province.
 5. Section A16.1 of Schedule “A” to this Agreement is hereby deleted and replaced with the following:

A16.1 Notice in Writing and Addressed. Notice will be in writing and will be delivered by electronic means on the Online Application Portal (OAP), email, postage-prepaid mail, personal delivery or fax, and will be addressed to the Province and the Recipient respectively as set out in Schedule “B”, or as either Party later designates to the other by Notice.

6. Article A28.0 is hereby added to Schedule “A” of the Agreement as follows:

A29.0 BUDGET REALLOCATION

A29.1 Where No Formal Amendment Required. Notwithstanding section 4.1 of the Agreement, the reallocation of Funds between line items within the Budget will not constitute a change to the Budget requiring a written amendment to the Agreement duly executed by the Parties, unless the reallocation of such Funds on one or more occasions represents a cumulative amount of reallocated Funds equalling over 10% of the total Funds within the Budget.

SCHEDULE "C" PROJECT

The Recipient will be undertaking the following activities during the eligible activity window of XX X, 202X to XX X, 202X:

SCHEDULE “D” BUDGET

The parties agree that the Province will provide up to the Maximum Funds as per Schedule B outlined in the Agreement. The Budget is the Activity Budget, submitted in its entirety to the Online Application Portal (OAP) on **Month/Day/Year** which includes the Activity Budget Summary, Activity Financing Plan and the individual Activity Budget(s).

SCHEDULE "E"
PAYMENT PLAN

PAYMENT DATE OR MILESTONE	AMOUNT
Upon receipt of signed Agreement	\$
Upon receipt and subsequent approval of interim report, due on or before Month, Day, 202X	\$
Upon receipt and subsequent approval of final report, due on or before Month, Day, 202X	\$

SCHEDULE “F” REPORTS

The Recipient will deliver an interim report through the Online Application Portal (OAP) by the identified deadline including:

1. Explain/indicate how the activity/activities executed to date achieve the Ontario Music Investment Fund’s program objectives.
2. An outline of the progress on approved activities, including any measurable success to date (financial otherwise and an explanation any variance in the delivery of the activity/activities).
3. Any measurable success (financial or otherwise) as a result of OMIF funding to date.
4. Number of employee hours required to date for execution of activities; indicate whether employee and/or contract/freelance hours.
5. If the OMIF-supported activities included eligible labour costs for new positions, provide the full name of the employee/contractor, job title, job description.
6. An interim cost report; including total costs incurred to date relative to approved activity budgets and estimated cost to complete.
7. Provide details of how the Ontario Creates’ support has been acknowledged in accordance with Schedule B Additional Provisions 2. A8.2 of the agreement. Include copies of any materials that include Ontario Creates credit.

The Recipient will deliver a final report through the Online Application Portal (OAP) by the identified deadline including:

1. Explain/Indicate how the activity/activities executed to date achieve the Ontario Music Investment Fund’s program objectives.
2. Provide an overview of all activities undertaken, as outlined in the approved activity budget (including an explanation of any variances from the original activity plan). Provide an overview of the actual outcomes of the activity/activities as compared to the originally anticipated outcomes.
3. Recipient’s financial results for the two most recent fiscal years.
Financial Statements for the company's next fiscal year-end must be submitted within six months of the Recipient’s fiscal year-end (as part of the interim or final reporting stage). Depending on the Recipient’s fiscal year, this may be required throughout the term of the funding agreement with Ontario Creates. These financial figures must match those on the Recipient’s completed sets of financial

statements (Internal, Compilation Engagement Report, Review Engagement or Audited).

4. Total number of employee hours required for supported activities; indicate whether employee and/or contract/freelance hours.
5. If the OMIF-supported activities included eligible labour costs for new positions, provide the full name of the employee/contractor, job title, and job description. Indicate salaried or contract, full-time or part-time, date of hire, end date (if applicable), number of hours worked on the activities, recruitment for the position, and retention plans.
6. Indicate the measurable quantitative and qualitative outcomes achieved as a result of OMIF investment during the eligible activity window as identified in the Online Application Portal (OAP) final report schema.
7. Detail any tangible initiatives that the Recipient undertook during the eligible activity window in terms of improving or further embedding diversity, equity and inclusion within their operations
8. Describe any success stories resulting from this OMIF investment.
9. A final cost report; including total costs incurred, sources of funds used to finance the activity/activities, and an explanation of any variance between budget and actuals. See Ontario Music Investment Fund Final Cost Report Guidelines for more information.
 - a. If Recipient awarded more than \$150,000 must have the Final Cost Report audited by a licensed public accountant.
 - b. Upon request from Ontario Creates, copies of invoices & proofs of payments must be submitted by Recipient.
10. Provide details of how the Ontario Creates' support has been acknowledged in accordance with Schedule B Additional Provisions 2. A8.2 of the agreement. Include copies of any materials that include Ontario Creates credit.

Ontario Creates reserves the right to request a follow-up report at any future date following the conclusion of the eligible activity window in order to capture subsequent qualitative or quantitative outcomes that have been generated as a result of the supported activities.

This report would not be tied to any additional payments, however, failure to respond to requests for this information may have an impact on the Recipient's standing with Ontario Creates.

SCHEDULE “G” CREDIT AND PARTICIPATION

The Recipient agrees to provide Ontario Creates with the following requirements in conjunction with Schedule B, Additional Provisions 2.

It is the responsibility of the Recipient to ensure proper acknowledgement is given and to make arrangements for delivery of all items and information requested below.

Prominent Credit

As appropriate, Ontario Creates shall receive prominent credit for the Project in:

- All relevant materials;
- Print and digital advertising;
- Press releases;
- Website materials and e-bulletins;
- Social media posts; and
- Publicity and other promotional material

Credit to read as follows or in a substantially similar form:

“Made possible with the support of Ontario Creates [LOGO]” (or the French version thereof).

Final Approval

The Recipient shall submit materials to Ontario Creates for approval no less than 3 Business Days in advance of any proposed use of materials.

Speaking Opportunities

If applicable, Ontario Creates shall be granted speaking opportunities such as:

- Opening/closing remarks; and
- Panel participation

Event Attendance

Ontario Creates reserves the right to request up to six (6) complimentary passes and/or tickets to events related to the Project.