



2020-21 ONTARIO CREATES MARKETING & DISTRIBUTION INITIATIVE (MDI) GUIDELINES

For the Film and Television Industry

Deadline: Continuous, closes January 29, 2021 by 5:00 pm EST

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The Marketing and Distribution Initiative (MDI) is intended to assist producers of Ontario Creates Film Fund supported projects to make a meaningful contribution to the marketing and distribution of their projects leading up to and during their commercial release.

Available during fiscal 2020-21, this time-limited initiative is intended to support strategies and tactics that are an extension of traditional marketing and distribution activities and/or innovative exploitation strategies that enhance and build audience and revenue. These strategies and tactics can work independently and/or in conjunction with pre-existing distributor and licensor strategies.



The objectives of the MDI are to:

- support producers with marketing and distribution costs for feature film projects;
- support producer-initiated marketing and distribution activities in place of or that complement those of their distributor/licensor
- encourage innovative ideas and strategies that are outside of the traditional M&D channels; and
- build awareness of Ontario filmmakers and productions, drive sales and increase exposure of Ontario films to a broader audience.

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.

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

An eligibility requirement for this program includes the applicant organization confirming 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, sign, and include with your application as instructed.

1. Deadline

Continuous, closes January 29, 2021

Applicants are encouraged to apply for Marketing Support at minimum eight weeks prior to the planned official release date of the film.

Decisions will be communicated to applicants within 4 to 6 weeks of application submission

2. Applicant Eligibility

Applicants must be recent, successful recipients of the Ontario Creates Film Fund through the Drama or Documentary Production stream. Eligible projects must be completed,



delivered or close to delivery and undertaking domestic release. Projects that have been officially released¹ are not eligible for this initiative.

To be eligible the project's commercial release date must be slated to occur between April 1, 2020 and March 31, 2021.

3. Eligible Activities

Eligible activities are those that build awareness of the title and enhance its value in domestic sales channels including theatrical, broadcast and digital across all potential platforms. The activities should complement and leverage the functions of a distributor where a distribution agreement is in place and work alongside licensor promotional strategies as applicable. Activities must be detailed in a Marketing and Distribution Plan that outlines the overall strategy for the film across all platforms and identifies the respective roles of the Producer and the Distributor (if there is one).

4. Eligible Costs

Eligible costs are those costs incurred by the Producer that are integral to the Marketing and Distribution Plan for the release. These can be internal costs allocated to staff time, expenses directly in support of marketing activities, direct costs of goods and services, and costs related to hiring a third party contractor. Activities and associated costs must be within a defined 6 month period surrounding the official release.

Eligible expenses may include, but are not limited to:

- Festival screenings (within the applicable 6 month expenditure window) , private screenings, test screenings, red carpet "event" screenings, other publicity events and innovative marketing strategies, both in person and virtual;
- Travel for talent (physical and virtual), producers and key creatives to attend marketing events and screenings for promotional purposes (i.e. festivals, premieres, press days and other marketing events);
- Publicists, social media managers and marketing agents;
- Design and production of marketing materials digital and physical: EPK, website, trailers, giveaways, posters;
- Advertising: online, print, social, other; and
- Versioning into alternative languages

¹ 'officially released' refers to the date that a project has been delivered and entered into commercial exploitation for public viewing and sales. Festival and premiere screenings are not considered officially released.



Ineligible Costs

- Costs incurred directly by the Distributor or licensor;
- Costs covered by other entities (such as Telefilm);
- Expenses incurred prior to submission of the application; and
- Cost of alcohol.

5. Funding Levels

Companies may apply for up to \$25,000, capped at 75% of the total marketing budget. Minimum contribution is \$10,000.

Please note, funding is limited for the MDI program and applications will be evaluated as they are submitted on a first-come first-served basis.

6. Application Requirements

Eligible applicants must complete the [MDI Application Form](#) (See appendix 1). The application form must provide details of the marketing strategies and activities, a proposed budget, a financing plan to support the budget and expected results and outcomes of the activities proposed within the application.

Budget and Financing

- The MDI will support up to 75% of the marketing activities contained in the Marketing and Distribution Plan budget;
- The remaining 25% must include a minimum 10% cash contribution from the production company/producer. General administration costs are capped at 15% of the total M&D budget;
- Applicants may claim eligible M&D costs for a defined period of up to 6 months. The applicant must identify the start and end dates of their activities. Ontario Creates will only allow expenses within the indicated six month period;
- Realistically valued “in-kind” services may be included in the financing plan for the marketing activities. In-kind or deferred labour costs cannot exceed 15% of the total budget; and
- Ongoing operational costs are not eligible budget items for this program.

It is imperative that applications include detailed responses to all questions listed within the application and that all required materials be provided.



7. Submitting Your Application

Applications are to be submitted via email to:

Kelly Payne
Program Consultant, Industry Initiatives
kpayne@ontariocreates.ca.

Please include all required application documentation as attachments to the email.

8. Decision Criteria

This initiative is limited to the 2020-21 fiscal period. This is a competitive process and availability of funds is dependent upon the number and quality of submissions; number and size of awards; and budget of the initiative for the fiscal.

Applications will be assessed on the following criteria:

- Well-defined marketing and distribution plan which clearly articulates the proposed strategy and how the objectives will be met, with realistic goals and anticipated ROI (30%);
- Identified market appeal of the film, and its target audience (20%);
- Innovative, creative and appropriate strategy and activities to reach that audience (20%);
- Viability of the plan and likelihood that goals will be met (10%); and
- Experience of the team to execute on the proposed marketing and distribution strategies (20%).

All Ontario Creates decisions are final. 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. 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. Subject to the Freedom of Information and Protection of Privacy Act, all information contained in the application will remain strictly confidential.

9. Payments to Successful Applicants

Ontario Creates' contribution will be advanced at the following stages and on the receipt of all required documents specified in the agreement:



- 60% on execution of the Ontario Creates Contract* and receipt of an invoice for the 1st drawdown; and
- 40% on receipt of final report outlining the results and outcomes of execution against the plan, a final cost report and invoice for the 2nd installment.

The final report must include a description of activities completed with qualitative and quantitative metrics such as:

- Measurable box office revenues
- Other sales and revenues
- Media impressions
- Other business outcomes which are directly/indirectly related to the M&D plan

**The MDI contract will be with the same entity as the Ontario Creates Film Fund Production contract.*

10. Ontario Creates Agreement and Participant Obligations

- On acceptance into the program, the participating company will be required to sign a standard Ontario government agreement 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. Recipients may not amend the agreement template;
- 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 Media Development Corporation* and Her Majesty the Queen need to be named as additional insureds on all policies. Please budget accordingly. Additional information on insurance requirements is available on request;
- Changes to the Project: Ontario Creates must be notified of any changes to the project as defined in the contract and if applicable, changes will require consent of Ontario Creates; and
- Accessibility: Ontario Creates encourages applicants who host event-based activities to choose accessible venues and offer accommodations for people with disabilities as required. More information on the Accessibility for Ontarians with Disabilities Act can be found here <https://www.ontario.ca/laws/statute/05a11>.

** Ontario Media Development Corporation is Ontario Creates' legal name*



11. Ontario Creates Recognition and Promotional Rights

Ontario Creates support is to be acknowledged with an Ontario Creates credit and logo on all publicity and promotional materials for the project as outlined in the Ontario Creates Film Fund Production contract.

Ontario Creates is to be advised in advance of any mention of Ontario Creates or Ontario Creates' involvement in the project in press releases or publicity materials.

12. More information:

Kelly Payne, Program Consultant

Phone: 416-645-8521

E-mail: kpayne@ontariocreates.ca

Ontario Creates

Ontario Creates is an agency of the Government of Ontario that facilitates economic development, investment and collaboration in Ontario's creative industries including the music, book, magazine, film, television and interactive digital media sectors.
ontariocreates.ca

Appendix 1.
Ontario Creates Marketing & Distribution Initiative (MDI) 2020-21
Application Form

**2020-21 ONTARIO CREATES MARKETING &
DISTRIBUTION INITIATIVE (MDI) APPLICATION**
For the Film and Television Industry

Deadline: Continuous, closes January 29, 2021 by 5:00 pm EST

Application Sections:

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 2. Company Information /9
 3. Detailed Proposed Marketing Activity /10
 4. Budget and Financing /11
 5. Expected Results /11
-

Section 1: Project Information

Film Fund File #:

Project Title:

Anticipated Official Release* Date:

Provide logline/brief synopsis (3-4 sentences) for the Project:



Funding Request:

Total MDI Budget:	
Ontario Creates MDI Funding Applied For:	
% Ontario Creates MDI Funding to Total Budget:	

**officially released' refers to the date that a project has been delivered and entered into commercial exploitation for public viewing and sales. Festival and premiere screenings are not considered officially released.*

Identify the 6 Month defined period to claim costs:

Start Date:	
End Date:	

PLEASE NOTE: Funding applied for cannot exceed 75% of the total budget. Maximum Ontario Creates contribution available is \$25,000. Minimum contribution is \$10,000.

Section 2: Company Information

Company Name:
(single purpose production company as contracted with Film Fund)

Contact Name:

Contact Title:

Address:

City:

Province:

Postal Code:



Business Tel:

Cell:

Email:

Website:

Section 3: Proposed Marketing Strategies and Activities

1. Provide a comprehensive domestic Marketing and Distribution Plan.

NOTE: The plan must identify the critical and commercial potential of the film and how it will be realized. The strategy should demonstrate how to build awareness of the production, drive sales and increase exposure of the film to a broader audience. References to market potential, target demographics and sales estimates should be researched and include performance examples from similar types of films. Proposed strategies and tactics should be realistic with regard to cost-benefit and experience of the team who will be executing the plan.

The plan should demonstrate the following:

- i. **Description of the marketable elements of the film** i.e. key individuals attached: renowned director and/or screenwriter, established property (such as being based on a book or part of a franchise), cast and the project's potential for success in a specific niche market;
- ii. **Evaluation of the film's market potential in Canada and Internationally;**
- iii. **Specific strategy for commercial exploitation in Canada** - that is executed in partnership with a distributor/licensor or executed solely by the producer. Must include strategies that target domestic sales fulfilment and promotion across all platforms for commercial exploitation (e.g. Theatrical, OTT, VOD, broadcast, online, Blu-ray/DVD, etc.). Can also include strategies to target potential distribution/licensor partners.
- iv. **Key elements of the overall Canadian marketing strategy**, integrating traditional and non-traditional platforms including domestic festival placement, traditional media, social media or other innovative strategies, as well as identifying the respective roles of the distributor/licensor (if applicable) and the producer.
- v. **Target audience(s)/demographics** for the production across all applicable exploitation platforms



- vi. **Indicate any background/research** which supports **how** and **why** the planned activity will be successful.
- 2. Provide a detailed schedule/timeline for delivery of proposed activities-** ensuring that the defined 6 month period to claim costs and official release date have been identified.
- 3. List of names and roles for the team that will be executing the plan-** with CVs/company bios for any third party contractor.
- 4. Letter of support or commitment from promotional partners/organizations (if applicable).**

Section 4: Budget and Financing:

- 1. Provide a detailed budget for activities;**
- 2. Provide a financing plan to support the budget;**
- 3. Provide evidence of funding** from other sources per the financing plan including the production company cash contribution; and
- 4. Provide any quotes** for 3rd party services.
- 5. Letter of support/co-operation for the plan from the distributor/licensor** (if applicable).

Section 5: Expected Results and Outcomes

Please answer the following in detail:

1. Indicate expected results for each platform, including projected sales, other revenues expressed in dollars, audience and other financial benefits, and indicate over what period of time these results are anticipated;
2. Indicate how the expected results have been determined;
3. Describe possible risks that may affect the outcome, including market factors relative to project activity i.e. industry trends, competitive environment, etc;
4. List any other measurable outcomes and anticipated ROI for your company such as strategic goals, potential critical acclaim, audience and financial benefits, job retention and/or creation as a result of this marketing activity.

Appendix 2. Ontario Creates Marketing & Distribution Initiative Contract Template

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

BETWEEN :

Ontario Media Development Corporation

(the “Province”)

- and -

[enter the full legal name of the Recipient]

(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 This Agreement, including:

- Schedule “A” - General Terms and Conditions
 - Schedule “B” - Project Specific Information and Additional Provisions
 - Schedule “C” - Project Description and Timelines
 - Schedule “D” - Budget
 - Schedule “E” - Payment Plan
 - Schedule “F” - Reports, and
- any amending agreement entered into as provided for below,

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 COUNTERPARTS

2.1 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.

3.0 AMENDING THE AGREEMENT

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

4.0 ACKNOWLEDGEMENT

4.1 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.

ONTARIO MEDIA DEVELOPMENT CORPORATION

Date

Name:
Title:

[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 referred to in section A9.1 and as specified in Schedule "B".

"Agreement" means this agreement entered into between the Province and the Recipient and includes all of the schedules listed in section 1.1 and any amending agreement entered into pursuant to section 3.1.

"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 A14.1.

"Expiry Date" means the date on which the Agreement will expire and is the date provided for 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 Ontario Media Development Corporation, Her Majesty the Queen in right of Ontario, Her ministers, agents, appointees, and employees.

“Maximum Funds” means the maximum amount the Province will provide the Recipient under the Agreement as provided for 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 A14.3(b), and includes any such period or periods of time by which the Province extends that time in accordance with section A14.4.

“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;
- (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; and
- (e) it is not aware of any actions, suits, proceedings or investigations that relate to the Project that may be pending or threatened against the Recipient or any person associated with the Project.

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 this 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 A12.0, Article A13.0, or Article A14.0.

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 A11.2;
- (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; and
- (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 A13.1.

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

- (a) carry out the Project;
- (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 repayment of an amount equal to the interest.

A4.6 Maximum Funds. The Recipient acknowledges that the Funds available to it pursuant to the Agreement will not exceed the Maximum Funds.

A4.7 Rebates, Credits, and Refunds. The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is 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 this Article, a conflict of interest includes any circumstances where:

- (a) the Recipient; or
- (b) any person who has the capacity to influence the Recipient’s decisions,

has outside commitments, relationships, or financial interests that could, or could be seen to, interfere with the Recipient’s objective, unbiased, and impartial judgment relating to the Project, 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 A18.1, all Reports in accordance with the timelines and content requirements 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 A18.1, 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. For greater certainty, the Province's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

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 FURTHER CONDITIONS

A9.1 Additional Provisions. The Recipient will comply with any Additional Provisions. In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule “A”, the Additional Provisions will prevail.

A10.0 INDEMNITY

A10.1 Indemnification. The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages, and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits, or other proceedings, by whomever made, sustained, incurred, brought, or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Indemnified Parties.

A10.2 Recipient’s Participation. The Recipient will, at its expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A10.3 Province’s Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to the Recipient of such election without prejudice to any other rights or remedies of the Province under the Agreement, at law, or in equity. Each Party participating in the defence will do so by actively participating with the other’s counsel.

A10.4 Settlement Authority. The Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless the Recipient has obtained the prior written approval of the Province. If the Recipient is requested by the

Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist the Recipient to the fullest extent possible in the proceeding and any related settlement negotiations.

A10.5 Recipient's Co-operation. If the Province conducts the defence of any proceedings, the Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations

A11.0 INSURANCE

A11.1 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 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.

A11.2 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 A11.1; or
 - (ii) other proof that confirms the insurance coverage as provided for in section A11.1; and
- (b) upon the request of the Province, provide to the Province a copy of any insurance policy.

A12.0 TERMINATION ON NOTICE

A12.1 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.

A12.2 Consequences of Termination on Notice by the Province. If the Province terminates the Agreement pursuant to section A12.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (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 A12.2(b); and
 - (ii) subject to section A4.7, provide Funds to the Recipient to cover such costs.

A13.0 TERMINATION WHERE NO APPROPRIATION

A13.1 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.

A13.2 Consequences of Termination Where No Appropriation. If the Province terminates the Agreement pursuant to section A13.1, the Province may take one or more of the following actions:

- (a) cancel all further instalments of Funds;
- (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and
- (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 A13.2(b).

A13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section A13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Province will not provide additional Funds to the Recipient.

A14.0 EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR

DEFAULT

A14.1 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, 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.

A14.2 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 all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;

- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment 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.

A14.3 Opportunity to Remedy. If, in accordance with section A14.2(b), the Province provides the Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

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

A14.4 Recipient not Remediating. If the Province has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2(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 A14.2(a), (c), (d), (e), (f), (g), (h), and (i).

A14.5 When Termination Effective. Termination under this Article will take effect as provided for in the Notice.

A15.0 FUNDS AT THE END OF A FUNDING YEAR

A15.1 Funds at the End of a Funding Year. Without limiting any rights of the Province under Article A14.0, 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 the return of the unspent Funds; and
- (b) adjust the amount of any further instalments of Funds accordingly.

A16.0 FUNDS UPON EXPIRY

A16.1 Funds Upon Expiry. The Recipient will, upon expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control.

A17.0 REPAYMENT

A17.1 Repayment 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.

A17.2 Debt Due. If, pursuant to the Agreement:

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

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 or return the amount to the Province immediately, unless the Province directs otherwise.

A17.3 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.

A17.4 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".

A17.5 Fails to Repay. Without limiting the application of section 43 of the *Financial Administration Act* (Ontario), if the Recipient fails to repay 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.

A18.0 NOTICE

A18.1 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.

A18.2 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.

A18.3 Postal Disruption. Despite section A18.2(a), in the event of a postal disruption:

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

A19.0 CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A19.1 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.

A20.0 SEVERABILITY OF PROVISIONS

A20.1 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.

A21.0 WAIVER

A21.1 Waivers in Writing. If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A18.0. Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply.

A22.0 INDEPENDENT PARTIES

A22.1 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.

A23.0 ASSIGNMENT OF AGREEMENT OR FUNDS

A23.1 No Assignment. The Recipient will not, without the prior written consent of the Province, assign any of its rights or obligations under the Agreement.

A23.2 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.

A24.0 GOVERNING LAW

A24.1 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.

A25.0 FURTHER ASSURANCES

A25.1 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.

A26.0 JOINT AND SEVERAL LIABILITY

A26.1 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.

A27.0 RIGHTS AND REMEDIES CUMULATIVE

A27.1 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.

A28.0 FAILURE TO COMPLY WITH OTHER AGREEMENTS

A28.1 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.

A29.0 SURVIVAL

A29.1 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, 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 A10.0, sections A12.2, sections A13.2, A13.3, sections A14.1, A14.2(d), (e), (f), (g) and (h), Article A16.0, Article A17.0, Article A18.0, Article A20.0, section A23.2, Article A24.0, Article A26.0, Article A27.0, Article A28.0 and Article A29.0.

- END OF GENERAL TERMS AND CONDITIONS -

SCHEDULE “B”
PROJECT SPECIFIC INFORMATION AND ADDITIONAL PROVISIONS

Maximum Funds	\$
Expiry Date	
Amount for the purposes of section A5.2 (Disposal) of Schedule “A”	\$1,000.00
Insurance	\$ 2,000,000
Contact information for the purposes of Notice to the Province	Name: Address: Attention: Fax: Email:
Contact information for the purposes of Notice to the Recipient	Name: Address: Attention: Fax: Email:

Additional Provisions:

1. The following definition is hereby added to Section A1.2 of Schedule “A” to this Agreement:
“Ontario Creates” means the Ontario Media Development Corporation.
2. Subsection A4.1(c) of Schedule “A” to this Agreement is hereby deleted and replaced with the following:
 - (c) provide the Funds to the Recipient by cheque and the Recipient will 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.

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

A8.0 CREDIT, PUBLICITY AND DISCLOSURE

A8.1 Acknowledge Support. Unless otherwise directed by the Province, the Recipient shall, in a form approved by the Province, acknowledge the support of the Province in any publication of any kind, written or oral, relating to the Project.

A8.2 Prominent Credit. As appropriate, the Province shall receive a prominent credit on Project materials and in paid advertising, press releases, publicity and promotional material for the Project as follows or in a substantially similar form: “Made possible with the support of the 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 14 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.

4. The reference to the “Ontario Minister of Finance” in Section A17.4 of Schedule “A” to this Agreement is deleted and replaced with the “Ontario Media Development Corporation”.

5. The references to Her Majesty the Queen in right of Ontario in Section A17.5 of Schedule “A” to this Agreement are deleted and replaced with the Province.
6. Section A18.1 of Schedule “A” to this Agreement is hereby deleted and replaced with the following:

A18.1 **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 set out in Schedule “B”, or as either Party later designates to the other by Notice.

7. Article A30.0 is hereby added to Schedule “A” of the Agreement as follows:

A30.0 BUDGET REALLOCATION

A30.1 **Where No Formal Amendment Required.** Notwithstanding section 3.1 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 DESCRIPTION AND TIMELINES**

To be completed at time of contracting.

TEMPLATE

**SCHEDULE “D”
BUDGET**

To be completed at time of contracting.

TEMPLATE

**SCHEDULE “E”
PAYMENT PLAN**

To be completed at time of contracting.

TEMPLATE

SCHEDULE “F” REPORTS

The Recipient will deliver a final report including the following information:

1. A comparison of execution with the original action plan. Was the Project effective in meeting its objectives and targets?
2. A detailed cost report based on the Budget that accounts for revenues and expenditures, including in-kind goods and services. Explain significant variances in each budget category.
3. Actual total results to date, including the measurable results in dollar terms, and other non-financial results, including audience development and critical success.
4. Please rate on a scale of 1 (lowest) to 5 (highest) if your objectives were achieved. Provide a description of why you do or do not believe the objectives were achieved.
5. A description of other measures applied by the organization to evaluate the success of the Project. What other quantitative results were achieved?
6. The total number of employee hours required for the Project; indicate whether staff and/or freelance hours.
7. The Recipient's strategy for self-evaluations and plans for any continuing or future execution of the Project as may be appropriate and how the initiative(s) undertaken have helped support and/or inform the long-term viability, strategy and business growth of the Recipient.
8. Details of how the Province's support has been acknowledged including copies of additional materials, promotional items, ads, flyers, press reviews, etc. subsequent to ones provided in the interim report.
9. An outline and assessment of the Recipient's experience with the Province's Film Fund Marketing and Distribution Initiative.

The due dates for the reports referred to above are set out in Schedule “E” to this Agreement, where applicable.