

How to complete the attached Grant Application

The following information *must be submitted* with the Grant application.

- Completed **Section A – Applicant Profile**
- Completed **Section B – Project Profile** including answers to all five (5) subheadings.
- Completed **Section C – Project Budget and Expenses** including the Project Budget Form, Schedule of Positions and Applicable Salaries (*if applicable*), and Other Sources of Funding/Contributions (*if applicable*).
- Completed **Section D – Statement By Applicant Organization** including details of the end results and timeframes, funding requested, and two (2) original signatures. The statement must be signed by the Board Chair/President/Chief *and* one (1) other person with signing authority for the organization.
- Attached job description(s) of positions for which funding has been requested.
- List of Board of Directors that includes names, Board positions, telephone numbers, and addresses.
- Most recent audited financial statement. If your organization has not produced audited financial statements, you must be sponsored by an established organization. Please see Program Guidelines.
- Proof of General liability insurance coverage for the agency (see Section 17 of the Terms and Conditions).
Note: The Ministry need not be specifically named under the agency's general liability insurance coverage for the purpose of making an application for funding under the 2007/08 Community Grants Program.
- Where the project involves multiple partners, a letter of support from each partner must be provided, describing its role and detailing how it is prepared to support the project.

If the above material is not submitted by the Grant deadline date of Thursday, February 15, 2007, the application will be considered ineligible.

The following information *must be provided* should your application for funding be approved. Please note that approval will be conditional based upon confirmation of receipt of this information.

- Proof of general liability insurance coverage that includes the Ministry as an additional insured (see Section 17 of the Terms and Conditions).
Note: Inclusion of the Ministry as an additional insured under the agency's general liability insurance coverage is required in order to release funds to the agency under the 2007/08 Community Grants Program.

The following information *must be available* for review by the Ministry.

- Copy of letters patent, constitution and by-laws of the organization applying for funding.
- Most recent Annual Report (*if applicable*).

You are required to send **three (3) hardcopies** of your application by mail or courier, with all mandatory attachments, to the Regional Office. **Two (2) of these hardcopies** must contain original signatures. If at all possible, e-mail your application as well to the Regional Office.

Submissions must be received by 5:00 p.m. on Thursday, February 15, 2007. Late proposals will not be accepted.

Grant Application

Please read the *Program Guidelines* before filling out this form.

Answer **all** the questions. **Incomplete forms will not be processed. You must use this form for your Grant application.**

This form is available at the following website: <http://www.attorneygeneral.jus.gov.on.ca/english/about/vw/grants/>. If you are unable to download through the website, a printed form is available from an OVSS regional office. Refer to Page 16 of the *Program Guidelines* for a listing of addresses and telephone numbers for the regional office in your area.

Language Preferred (please check one) English French

Section A Applicant Profile

Name of Incorporated Organization (<i>This organization will be responsible for the project and the legal agreement.</i>)	Application Date
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Previous Name of Incorporated Organization (*If changed in the last five years*)

Street Address	Mailing Address (<i>if different from street address</i>)
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City/Town	ON	Postal Code	City/Town	ON	Postal Code
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Organization Telephone () -	Extension	Organization Fax () -	Municipality/County/District
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Name of President, Chair or Chief of the Board	Title <input type="checkbox"/> Chair <input type="checkbox"/> President <input type="checkbox"/> Chief	Telephone () -
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Name of Executive Director or Equivalent	Title	Telephone () -
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E-mail Address	Web Site Address (<i>if available</i>)
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Agency Type <input type="checkbox"/> College/University <input type="checkbox"/> Municipality <input type="checkbox"/> First Nation <input type="checkbox"/> Not-for-profit <input type="checkbox"/> Health Care Facility <input type="checkbox"/> Police Service/Board <input type="checkbox"/> Métis <input type="checkbox"/> School/School Board	Year Founded <hr/> Date Incorporated (<i>mm/dd/yy</i>) <hr/> Corporation/Band Number (<i>as per Letters Patent</i>)
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Ethnic/Cultural/Linguistic Identification

French Language Service Métis First Nation Other (*please specify*)

What is your organization's mandate and mission? (**max. 40 words**)

Provide a brief description of the programs and services you provide. (**max. 40 words**)

Section B Project Profile

Name of Contact Person for this project		Position
Telephone () -	Extension	E-mail Address

To which group of victims does your project relate? (check **one** only)

Child/Youth Victims Hate Crime Under-served or Unserved Victims
 Domestic Violence Sexual Assault Specify

Project Name

Brief description of the project including the group of victims served, main activities, results (*max. 40 words*)

Start Date (mm/dd/yy)	End Date (mm/dd/yy)	Duration in months
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Total Funding Requested (Should be the same as "Total Funding Requested" on the Project Budget Form, Section C) \$

Each of the following subject headings must be completed and submitted in the order listed below.
Be clear, concise, and specific in your answers.

1. Project Overview

- a. What is the primary purpose/goal of your project?

b. Describe the victims your project will assist.

2. Evidence of Need and Demand

a. Outline the major problem(s)/issue(s) that your project will address.

b. Provide any information and relevant data to support the need for your project. This can include demographic data, statistics, media coverage, or other reference material describing the unique needs of your community (e.g. French Language, Aboriginal, ethno/racial, rural, cultural and/or victims with disabilities. Please document the source of your information.

c. List the geographical locations where your project will be implemented.

3. Project Workplan

Describe your project in the following ways:

a. What are the primary activities of your project?

b. Who will do the work?

c. What are the timelines for completing the work?

d. What steps are involved in completing the work (If not addressed in a. above.)?

e. What product(s)/service(s)/event(s) will be produced/delivered/held as a result of your project?

f. Approximately how many victims will be served by your project?

g. How will the larger community be affected by your project?

4. Results and Benefits

a. Describe the benefits for victims and communities that will be achieved through your project.

b. How will these benefits be measured/evaluated? For example, how will you know if your work is successful? How will you evaluate the results of your activities?

- c. Should the project continue beyond March 31, 2008, how will it be sustained?

5. Capacity to Complete the Project

- a. Describe how your project will be managed and the internal measures that will be used to ensure that it is completed within the designated timeframe and budget. Specifically address administration and financial systems necessary to manage your project.

- b. Describe the relevant qualifications of the project staff who will carry out the activities of the project and meet objectives.

- c. If this project is a partnership or requires the support of other agencies for its implementation, provide details of the level of support and the role each agency will play in the project (include letters of support from these agencies).

Section C Project Budget and Expenses

The Ministry will determine which projects will be funded and the eligibility of all expenses. The Ministry cannot guarantee financial support to all applicants, nor can it necessarily provide total support for project expenses.

Please complete the Project Budget Form. Ensure the budget is detailed and reasonable for the project and includes all funds requested. Further:

- If there are any salary expenses being requested in this application, you **must** complete the chart titled "Schedule of Positions and Applicable Salaries".
- If you are receiving any other sources of funding for this project (including in-kind contributions) you **must** complete the chart titled "Other Sources of Funding/Contributions".

Please Note: The following Project Budget guidelines are designed to assist you in completing Section C.

Project Expenses

- Describe all of your estimated project related expenses. All costs must be directly linked to the project.
- Provide as much detail as possible at this point in the development of your project. The more information provided, the easier it will be to assess your proposal.

Non-Eligible Expenses

- Expenses that are not directly related to the project.
- Expenses that are not related to assisting victims of crime.
- Costs related to preparing an application for funding.
- Ongoing program or agency operating costs.
- Major capital costs relating to such things as building and vehicles.
- Purchase of items of a personal nature.
- Debt reduction for the agency.

Other Sources of Funding/Contributions

- Include other sources of funding/contributions; in-kind donations, such as equipment, etc.
- All estimates must be based on fair market value including donated goods or services.

Project Budget Form <i>(please provide details where appropriate)</i>	
Expenses	Funding Request
Salaries and Benefits ¹	\$
Purchase of Service including:	
Consulting <i>(provide details)</i>	\$
Training <i>(provide details)</i>	\$
Translation <i>(provide details)</i>	\$
Printing <i>(provide details)</i>	\$
Promotion/Distribution <i>(provide details)</i>	\$
Evaluation Costs <i>(provide details)</i>	\$
Other <i>(provide details)</i>	\$
Project-Related Travel <i>(provide details)</i>	\$
Materials including Project-Related Office Supplies <i>(provide details)</i>	\$
Facility Improvement Costs <i>(provide details)</i>	\$
Purchase of Equipment <i>(provide details)</i>	\$
Additional Insurance <i>(if required)</i>	\$
Other <i>(provide details)</i>	\$
Total Project Costs	\$
Administration Costs ²	\$
Total Funding Requested ³	\$

¹ The Schedule of Positions and Applicable Salaries must be completed if you are requesting funding for salaries.

² Administration costs **cannot** exceed 15% of total project costs outlined above. Administration costs include facility related costs such as rent and telephone/data lines, and other general administrative costs associated with managing the project.

³ The total funding requested cannot exceed the maximums identified in the *Program Guidelines* (pg. 8).

NOTE: Please ensure that individual expenses add up to the total funding requested.

Schedule of Positions and Applicable Salaries

Position Title <i>(Please indicate if the position is for a new or existing staff person)</i>	% of Full Time <i>(100% equals full-time equivalent, 50% equals half-time equivalent, etc.)</i>	Salary
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$
6.		\$
7.		\$
8.		\$
9.		\$
10.		\$

NOTE: Total Salaries must equal total salaries reported on the Project Budget Form. Funding under this project grant cannot be used to fund or supplement existing full-time positions.

Other Sources of Funding/Contributions

Identify other sources of funding for your Project. List the sources and amounts. Indicate whether these contributions have been received and are "Confirmed" or "Anticipated".

Sources	Amount (\$)	Confirmed (\$)	Anticipated (\$)	Description
1.	\$	\$	\$	
2.	\$	\$	\$	
3.	\$	\$	\$	
4.	\$	\$	\$	
5.	\$	\$	\$	
6.	\$	\$	\$	
7.	\$	\$	\$	
8.	\$	\$	\$	
9.	\$	\$	\$	
10.	\$	\$	\$	

NOTE: If other sources of funding are only anticipated (not yet confirmed) please explain how you will continue to implement the project should the other funding not be received.

Section D Statement by Applicant Organization

On behalf of and with the authority of the Applicant, I/we certify that:

- a. the information given in support of this application for a Grant is true, correct and complete in every respect;
- b. the Applicant has read, understood and agrees to abide by the Terms and Conditions governing the Grant as outlined herein;
- c. the Applicant is aware that the information contained herein can be used for the assessment of Grant eligibility and for statistical reporting;
- d. the Applicant understands that the information contained in this application or submitted to the Ministry in connection with the Grant is subject to disclosure under the provincial *Freedom of Information and Protection of Privacy Act*;
- e. the Applicant accepts sole responsibility for the expenditure of all Grant funds;
- f. the Applicant has read and understands the information contained in the Grant Application Form and applicable guidelines;
- g. the Applicant understands and acknowledges that the Ministry of the Attorney General may amend or modify the end-results of the project and/or the Grant amount outlined below.

On behalf of and with the authority of the Applicant, I/we certify that, if awarded a Grant in the amount of \$ _____, the following results will be produced and timeframes adhered to.

Results [e.g. product(s) produced, event(s) held] <i>(This information should clearly flow from your project workplan.)</i>	Timeframes

For the Applicant		
Name of Chair/President/Chief of Incorporated Body <i>(print)</i>	Signature of Chair/President/Chief	Date <i>(mm/dd/yy)</i>
Name of Other Person with Signing Authority for Incorporated Body <i>(print)</i>	Signature of Other Person with Signing Authority	Date <i>(mm/dd/yy)</i>
For the Ministry of the Attorney General		
Assistant Deputy Attorney General, Ontario Victim Services Secretariat	Signature	Date <i>(mm/dd/yy)</i>

Appendix A Terms and Conditions

The following Terms and Conditions will form part of your agreement with the Ministry if your project is approved for funding.

Terms and Conditions

All Grants awarded by the Ministry are governed by Terms and Conditions. The Terms and Conditions governing Grants awarded under the Ontario Victim Services Secretariat Community Grants Program (the Program) are contained in this application form. By signing the application form, the Applicant is agreeing to be bound by these Terms and Conditions if a Grant is awarded.

All Grant applications submitted to the Ministry are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* (the "Act"). The Act provides all persons with a legal right of access to information in the custody and/or control of the Ministry, subject to a limited set of exemptions. One such exemption is information that reveals a trade secret or scientific, technical, commercial, financial or labour relations information supplied in confidence by a third party, where disclosure could reasonably be expected to result in certain harms.

If an Applicant believes that any of the information it submits in connection with its funding application or provided pursuant to the Grant Terms and Conditions reveals any trade secret or scientific, technical, commercial, financial or labour relations information belonging to the Applicant, and the Applicant wishes to protect the confidentiality of such information, this information should be clearly marked as confidential. Marking the information confidential only indicates your desire to have the documents confidential. If the Ministry receives a request for information in connection with the funding or under the Terms and Conditions, the Ministry will contact you so that you may, if you choose to, make representations concerning release. Copies of the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, chapter F.31, as amended, are available from Publications Ontario at 880 Bay Street, Toronto ON M7A 1N8, telephone 416 326-5300 or 1 800 668-9938.

The Act is also Internet accessible at:

<http://www.ipc.on.ca/english/acts/acts.htm>.

1. Definitions

"Applicant" means the not-for-profit body, First Nations, Aboriginal not-for-profit organization, Métis Nation of Ontario (MNO) Charter Community sponsored by the MNO Secretariat, municipality, police service, police service board, school, school board, health care facility, university or college that has submitted this application to the Ministry for funding;

"Grant" means Grant funds provided to the Recipient by the Ministry pursuant to these Terms and Conditions;

"Ministry's Letter of Approval" means the Ministry's letter to the Recipient announcing the approval of the Grant;

"Ministry" means Her Majesty the Queen in right of Ontario as represented by the Attorney General;

"Political Activity" means a political activity that is not a permitted incidental and ancillary non-partisan political activity of a registered charity under the *Income Tax Act*, including without limitation the support of or opposition to a political party or a candidate for public office;

"Project" means the Project for which a Grant is awarded to the Recipient under the Program;

"Recipient" means the Applicant which has agreed to be bound by these and any subsequent Terms and Conditions and has been awarded a Grant by the Ministry;

"Terms and Conditions" means the Terms and Conditions contained in this application, and the additional Terms and Conditions contained in the Ministry's Letter of Approval.

2. Term

The Terms and Conditions shall be in effect for the length of time specified in the Ministry's Letter of Approval, unless stipulated otherwise by the Ministry in writing or unless cancelled under section 12.

The Recipient acknowledges and agrees that it will not make any financial commitments based upon the funding provided under these Terms and Conditions of the nature or kind that imposes any obligation or liability on the Ministry or Her Majesty the Queen in right of Ontario.

Funding under these Terms and Conditions is subject to government budgetary constraints and funding availability.

3. Grant Project

Unless stipulated otherwise by the Ministry in writing, the Recipient shall use the Grant to:

- complete the Project described in the Applicant's application, including any revisions to the Section E of the application as agreed to by the Applicant and the Ministry; and
- complete the Project by the Project completion date provided in the Applicant's application, including provision of a Final Report as specified in section 18 of these Terms and Conditions.

The Recipient shall not make any changes to the Project without the prior written approval of the Ministry.

The Recipient shall carry out the Project according to all federal, provincial or municipal laws or regulations, or orders, rules or by-laws related to the Project.

4. Eligibility Requirements

The Recipient acknowledges that it has complied with and will continue to comply with Ministry eligibility criteria for the Project as set out in the *Program Guidelines* and shall notify the Ministry immediately if the Recipient, at any time, ceases to meet any or all of the said criteria.

5. Time of Essence

Time shall be of the essence of these Terms and Conditions in all respects.

6. Funding

Subject to these Terms and Conditions, if the application is approved, the Ministry shall provide the Recipient with a Grant up to the amount indicated in the Ministry's Letter of Approval, provided that the Recipient performs all obligations, including those outlined in these Terms and Conditions.

If the application is approved, the Ministry will provide the Grant as outlined in the Funding Amounts and Duration section of the *Program guidelines*.

Unless stipulated otherwise by the Ministry in writing, the Recipient shall use the Grant only for the purpose of completing the Project and only in accordance with the *Program guidelines* and final approved budget.

7. Interest on Grant Funds

The Recipient shall place the Grant in an interest bearing account and shall account to the Ministry in the Final Report provided to the Ministry on the interest earned on the Grant. The Recipient agrees that all interest earned on the Grant funds belong to the Ministry and shall be used only for the purposes authorized in writing by the Ministry or shall be returned to the Ministry immediately on the request of the Ministry.

8. Assignment of Application or Grant

The Applicant/Recipient shall not assign this application or any Grant or part thereof to another entity without the prior written consent of the Ministry.

9. Not Exclusive

The Ministry has the right to grant rights and privileges of the same or of a similar nature as these Terms and Conditions to any person, firm, corporation, agency or other entity without restriction whatsoever.

10. Further Conditions

The Ministry may, at any time, impose upon the Recipient such additional terms or conditions which the Ministry, in its sole discretion, considers appropriate for the proper management and expenditure of the Grant and may impose terms and conditions on any consent granted pursuant to this Agreement.

11. Unused Funds

The Recipient agrees that any part of the Grant which has not been used or accounted for by the Recipient by the time these Terms and Conditions expire shall belong to the Ministry and shall be used only for the purposes agreed upon by the Ministry or shall be returned to the Ministry immediately on the request of the Ministry.

12. Cancellation of Terms and Conditions and Request for the Repayment of Grant Funds

The Ministry reserves the right to:

- a. cancel any Grant installments; and
- b. request the repayment of any Grant funds or an amount equal thereto,

if the Recipient:

- i. does not commence and carry out the Project according to the plan as set out in the Applicant's approved application or as otherwise provided by the Ministry in writing;
- ii. fails to complete the Project by the date set out in the Applicant's application, or as otherwise provided by the Ministry in writing;
- iii. ceases to operate;
- iv. has knowingly provided false or misleading information in its funding request, in any other communication with the Ministry, in any public communication, or regarding the Project;
- v. breaches any Term or Condition governing the Grant;
- vi. makes an assignment, proposal, compromise or arrangement for the benefit of creditors or has commenced against it any proceedings in bankruptcy or is adjudged bankrupt or files for the appointment of a receiver;
- vii. in the Ministry's opinion, is unable to complete the Project, is likely to discontinue it or could not reasonably complete it; or
- viii. uses the Project developed with the assistance of the Grant for any Political Activity.

If, pursuant to any Terms and Conditions governing the Grant, the Ministry requests the repayment of the whole or any part of the Grant the amount requested shall be deemed to be a debt due and owing to the Ministry and the Recipient shall pay the amount immediately.

The Recipient shall repay the amount demanded by cheque payable to the Minister of Finance and mailed to the Ministry of the Attorney General, Ontario Victim Services Secretariat, 18 King Street East, 7th Floor, Toronto ON M5C 1C4.

The Ministry reserves the right to demand interest on any amount owing by the Recipient at the then current rate charged by the Province of Ontario on accounts receivable.

13. Accounting and Audit

The Recipient shall keep and maintain all records, invoices and other documents relating to the Grant, including all documents substantiating its competitive purchasing pursuant to section 14, in a manner consistent with generally accepted accounting principles, as set out by the Canadian Institute of Chartered Accountants and its Handbook, and in accordance with generally accepted bookkeeping practices, and keep them available for review by the Ministry and its agents during the term of the Terms and Conditions and for a period of **three (3) years** from the date of expiry or cancellation of them.

The Recipient authorizes the Ministry and its agents upon 24 hours' notice and during normal business hours to visit the Recipient's premises to review the progress of the Project and/or to inspect and copy any records, invoices and documents in the possession or under the control of the recipient which relate to the Grant.

To assist the Ministry in the task described in this section, the Recipient agrees to provide any additional information reasonably required by the Ministry.

The Ministry's right of inspection in these Terms and Conditions includes the right to perform a full or partial audit.

The purposes for which the Ministry may exercise its rights under this section include:

- a. determining for what items and purposes the Recipient expended the Grant;
- b. determining whether, and to what extent, the Recipient expended the Grant with due regard to economy and efficiency;
- c. determining whether the Recipient completed the Project effectively and in accordance with these Terms and Conditions.

14. Purchase of Goods and Service

The Recipient shall acquire all goods and services through a competitive process that ensures the best value for funds expended. For goods and services, the cost of which exceeds \$25,000.00, the Recipient shall obtain at least three (3) written quotes unless:

- a. the expertise the Recipient is purchasing is specialized and is not readily available; or
- b. it is unreasonable for the Recipient to obtain three (3) quotes because the Recipient has already researched the market for another similar purchase and knows the market.

15. Inspection

The Ministry reserves the right to inspect any aspect of the Project at any time.

16. Conflict of Interest

The Recipient shall ensure that the Project is carried out in all its aspects without a conflict of interest by any person associated with the Project in whatever capacity.

For these purposes, a conflict of interest includes a situation in which the person associated with the Project or any member of his or her family is able to benefit financially from his or her involvement in the Project. Nothing in this section shall prevent volunteers from receiving reasonable out of pocket expenses incurred in connection with the Project.

The Recipient shall disclose to the Ministry without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.

17. Insurance Requirements and Indemnity

The Recipient hereby agrees to indemnify and hold harmless the Ministry, its officers, employees, contractors, and agents from and against any and all claims, demands, expenses, losses, costs, actions, causes of action, and for any and all liability for damages to property and bodily injury (including personal injury and death) howsoever caused, arising out of or in any way related to the Project.

The Recipient further agrees to indemnify and hold harmless the Ministry, its officers, employees, contractors, partners, and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization including the Ministry, arising out of or in any way related to the Project.

The Recipient agrees to put in effect and maintain at its own expense for the period during which these Terms and Conditions are in effect with insurers acceptable to the Ministry, Commercial General Liability to an inclusive limit of not less than **\$2,000,000** per occurrence for Property Damage, Bodily Injury and Personal Injury and including, at least, the following policy endorsements:

- a. Her Majesty the Queen in right of Ontario as represented by the Attorney General as an additional insured;
- b. Cross-Liability;
- c. Contractual Liability; and
- d. 30 day written notice by the insurer to the Ministry of material change or of cancellation.

Within thirty days of receipt of the Ministry's Letter of Approval, the Recipient shall provide the Ministry with a valid Certificate of Commercial General Liability Insurance, naming the Ministry as an additional insured and referencing these Terms and Conditions. The Recipient shall also provide to the Ministry a renewal Certificate or proof of replacement on or before any subsequent Commercial General Liability Insurance policy renewal deadline, referencing these Terms and Conditions. The Certificates and proof of replacement mentioned in this paragraph shall confirm the coverage set out in the preceding paragraph. A copy of the policy or policies, if requested by the Ministry, shall be made available to the Ministry.

The Recipient also may choose to acquire and put into effect and maintain for the period during which these Terms and Conditions are in effect, at its own cost, all the necessary and appropriate other insurance for a prudent Recipient of this type and as good business practice, including:

- a. Property Insurance on physical assets;
- b. Automobile Insurance;
- c. Errors & Omissions Liability Insurance;
- d. Comprehensive Crime Insurance (Dishonesty\Disappearance\ Destruction); and
- e. Directors and Officers Liability Insurance.

18. Reports

Within 45 days of completing the Project, the Recipient shall submit a Final Report to the Ministry in a form satisfactory to the Ministry containing all details requested by the Ministry, and any progress reporting requirements set out in the Ministry's Letter of Approval.

The Final Report shall describe the following:

Expenditures of Grant monies in relation to approved budget;

Activities undertaken;

Results achieved as outlined in Section E of the Application; and

Highlights resulting from project activities such as special benefits to victims and the community, positive media attention, benefits achieved from unplanned opportunities for coordination and collaboration.

An evaluation of benefits achieved by the Project, copies of pamphlets and other products developed for community education and victim support must be submitted as part of the Final Report.

The Final Report, and any progress reports, shall be signed by an officer authorized to sign for the Recipient.

19. Acknowledgement

The Recipient shall:

Acknowledge the support of the Ministry on all public documents, printed or electronic, produced as a result of the Project, and on all advertising and publicity relating to the Project, by the following – "Funding for this Project is provided by the Government of Ontario, Ministry of the Attorney General, Ontario Victim Services Secretariat Community Grants Program. The views and opinions expressed in this publication/web site do not necessarily reflect those of the Government of Ontario."

20. Confidentiality

The Recipient, its directors, officers, board members, employees, agents, contractors and volunteers shall, both during and following the term of these Terms and Conditions, maintain as confidential and secure all material and information that is in the possession or under the control of the Recipient pursuant to these Terms and Conditions and shall not directly or indirectly disclose or release to any person at any time during or following the term of these Terms and Conditions, except where required by law, any information or document that tends to identify any individual in receipt of services without obtaining the written consent of the individual or in those situations where the individual is unable to give consent due to incapacity or not having attained the age of sixteen (16) years, the consent of at least one parent or legal guardian, prior to the release or disclosure of such information or document.

21. Invalid and Unenforceable Provisions to be Severed

If any provision of the Terms and Conditions governing the Grant is found to be invalid or unenforceable it shall be severed and the other provisions of the Terms and Conditions governing the Grant shall not be affected.

22. Compliance with Community Standards

The Recipient shall ensure that all publications, visual displays, including Web screens and data files/collections comply with prevailing community standards regarding content and presentation.

23. Waiver

To be binding, a waiver of any failure to comply with any provision of these Terms and Conditions must be written and signed by the party against whom it is sought to be enforced. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

24. Ministry and Recipient Independent

The Ministry and the Recipient are and shall at all times remain independent and are not and shall not represent themselves to be the director, officer, agent, joint venturer, partner or employee of the other. No representations shall be made or acts taken by either the Ministry or the Recipient which could establish or imply any apparent relationship of agency, joint venture, partnership or employment and neither party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the Ministry or the Recipient to any other person or with respect to any other action of the Ministry or the Recipient.

25. Copyright

The Recipient shall place a copyright notice on all recorded deliverables/products it provides to the Ministry under the Program in the following form: "© Queen's Printer for Ontario, [insert year of publication]."

At the request of the Ministry, at any time or from time to time, the Recipient shall execute and agrees to cause its directors, officers, employees, agents, partners, affiliates, volunteers or subcontractors to execute a written assignment of copyright in the applicable deliverable(s)/products to the Ministry in the form set out in Appendix B. The Recipient shall deliver such written assignment(s) to the Ministry within 10 Business Days of the receipt of the request from the Ministry. The Recipient shall assist the Ministry in preparing any Canadian copyright registration that the Ministry considers appropriate. The Recipient will obtain or execute any other document reasonably required by the Ministry to protect the Intellectual Property of the Ministry.

The Ministry reserves the right to prescribe the specific manner in which the Recipient shall perform its obligations relating to this Article, including loading/publishing the deliverables/products on a Recipient/Ministry website.

The obligations contained in this Article shall survive the termination or expiry of the Contract.

26. Survival

Notwithstanding any other provisions of these Terms and Conditions, the provisions in sections 7 (Interest), 11 (Unused Funds), 12 (Cancellation of Terms and Conditions and Request for the Repayment of Grant Funds), 13 (Accounting and Audit), 17 (Insurance and Indemnity), 18 (Reports: as to the final report), 20 (Confidentiality), 25 (Copyright) and 26 (Survival) shall survive cancellation or expiry of these Terms and Conditions.

Assignment of Copyright

THIS ASSIGNMENT made in duplicate as of [*Insert date].

In consideration of the Ministry entering into the Agreement for [**Insert Project Name] dated [*Insert date of Agreement], the undersigned agreed to assign and now does assign and transfer unto the Ministry all of its right, title and interest in and to the copyright in Canada and internationally of the original work(s) entitled “[**at the time of execution of assignment, specific deliverable/product, e.g. name of report/research, to be inserted]” for the remainder of the unexpired term of the copyright.

IN WITNESS WHEREOF the undersigned has executed this Assignment of Copyright as of the date written above.

Recipient (I have authority to bind the Recipient)

Name <i>(print)</i>	Signature	Date <i>(mm/dd/yy)</i>
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Waiver of Moral Rights

THIS WAIVER OF MORAL RIGHTS made in duplicate as of [*Insert date].

I [**Insert legal name of the individual], an author of any or all of the deliverables/products as defined in the Agreement for [**Insert Project Name] dated [*Insert date of Agreement], between [**Insert legal name of the Recipient] and the Ministry of the Attorney General (“the Ministry”), hereby expressly, irrevocably and without restriction, waive in favour of the Ministry, all Moral Rights with respect to the deliverables/products and this waiver may be invoked without restriction by any person authorized by the Ministry to use the deliverables/products.

In this Waiver of Moral Rights, "Moral Rights" has the same meaning as in the *Copyright Act*, R.S.C. 1985, c. C-42, as amended or replaced from time to time and includes comparable rights in applicable jurisdictions.

IN WITNESS WHEREOF I have executed this Waiver of Moral Rights as of the date written above.

Instructions: [**Insert legal name of the individual]

Name <i>(print)</i>	Signature	Date <i>(mm/dd/yy)</i>
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