

YOUTH CHALLENGE FUND
ADMINISTRATION AGREEMENT

Made as of May 11, 2006

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YOUTH CHALLENGE FUND
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Made as of May 11, 2006

Between:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO (“Ontario”), as represented by the Minister of Children & Youth Services (the “Minister”)

And:

THE UNITED WAY OF GREATER TORONTO, being a corporation under Part III of the *Corporations Act* (Ontario), and a registered charitable foundation under the *Income Tax Act* (the “Trustee”)

And: MICHAEL CLEMONS, FRANCESCA SHAW AND RICHARD MORRIS

(the “Members of the Board”), severally on behalf of themselves and their successors in office from time to time, including any additional members who may be appointed to the Board

WHEREAS Ontario wishes to create a special purpose charitable trust fund for the purposes and objects set out in this Agreement, and to create a process whereby public and private donations to that fund may be solicited, and further amounts may be advanced to that charitable fund by Ontario to match such amounts as may be solicited, up to a maximum of \$15 million;

AND WHEREAS it is necessary to provide for the operation and administration of that special purpose charitable trust fund, and in particular to declare the expectations, financial commitments, and responsibilities that will apply with respect to that fund, and to prescribe the purposes to which the special purpose charitable fund may be put;

AND WHEREAS it is necessary to appoint a board of supervision to carry out certain supervisory, expenditure approval and related functions with respect to the special purpose charitable trust fund;

THEREFORE, the parties agree as follows:

ARTICLE I: THE YOUTH CHALLENGE FUND COMMUNITY BOARD

1. COMMUNITY BOARD ESTABLISHED AND APPOINTMENT

- (1) The following persons shall constitute a Youth Challenge Fund Community Board for the purposes of this Agreement:
 - (a) one person to be appointed by the Premier as the representative of Ontario on the Board (for the purposes of this clause, the Premier may designate the holder of a particular office from time to time as the person who shall serve as the Ontario representative under this clause, in which case, that appointment shall be deemed to include the deputy of that office holder from time to time);
 - (b) the Chair of the Board identified in this Agreement or his or her replacement from time to time;
 - (c) one representative to be nominated by each of,
 - (i) the Trustee; and
 - (ii) the Mayor of Toronto,from time to time, provided that the persons so designated shall be subject to the approval of the Premier, such approval not to be unreasonably refused;
 - (d) the Members of the Board as named in the heading of this Agreement;
 - (e) such other persons who may from time to time be appointed as Board Members under subsection (3).

The Mayor of Toronto and the Trustee may each designate an alternate Board Member who may act on behalf of the individuals appointed under clause (c) where such individuals are for any reason unable or unwilling to do so.

- (2) The Premier shall appoint the Chair of the Board, who shall exercise the rights and privileges of the Chair of the Board and Board Member as set out in this Agreement and who shall hold position as the Chair of the Board and a Board Member at the pleasure of Ontario. Subject to the approval of the Premier, the Chair shall appoint one Board Member to be the first Deputy Chair of the Board. Subject to subsection 2(6), the First Deputy Chair shall discharge and otherwise perform such obligations, and exercise such authority, of the Chair under this Agreement, in the event that the Chair is for any reason unable or unwilling to act in that capacity.
- (3) The Chair may appoint up to 20 additional Board Members (in each case for a term of up to three years) as the Board resolves is necessary or advisable.

- (4) Provided that at the time a quorum of Board Members remain in office, the Board Members may, by resolution, fill any casual vacancy on the Board that may arise from time to time, other than vacancies in those positions on the Board specified in clauses (1)(a), (b) and (c). Where for any reason the remaining number of Board members do not constitute a quorum, the Minister may fill any casual vacancy on the Board, other than vacancies in the positions on the Board specified in clause (1), (b) or (c).
- (5) Every person appointed as a Board Member after the date of this Agreement shall deliver to the Chair, at the time of his or her appointment, an undertaking in a form satisfactory to legal counsel to the Ministry, confirming that he or she has received a copy of this Agreement, and agrees to be bound by this Agreement, as if he or she were an original signatory to it. The Chair shall provide a copy of each such undertaking to the Ministry and the Trustee, without request therefor.
- (6) The Board may confer the status of “honorary Board Member” on any person whom it considers fit. Honorary Board Members may attend and speak at meetings of the Board, but shall not have any vote with respect to the matters to be decided by the Board.

2. RIGHTS OF BOARD MEMBERS AND BOARD MEETINGS

- (1) Every Board Member is entitled to receive notice of, to attend and be heard, and (except as otherwise provided in this Agreement) to vote at every meeting of the Board. Any notice of a meeting of the Board shall specify the general nature of the business that is to be transacted at that meeting. A Board Member may in any manner and at any time waive a notice of a meeting of the Board. Attendance of a Board Member at a meeting of the Board shall be deemed to constitute a waiver of notice of the meeting, except where a Board Member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not properly called. Unless the Chair otherwise directs, it shall not be necessary to give notice of a Board meeting to any honorary Board Member.
- (2) The right of a Board Member to attend and participate in a meeting does not apply with respect to such matters in which a Board Member (or a person who is at non-arm’s length to the Board Member within the meaning of the *Income Tax Act*) is personally concerned or has a material interest. No such Board Member shall attend, vote at or otherwise participate in the deliberations or decision of the Board with respect to any such matter.
- (3) A Board Member who dissents to any decision made by the Board may require that dissent to be specifically noted in the minutes of the Board Meeting, including the reasons why he or she opposes any proposed action or resolution, as the case may be.
- (4) A majority of the Board shall constitute a quorum to conduct any business of the Board. Provided a quorum is present at the meeting, notice of an adjourned

meeting of the Board is not required to be given if the time and place of the adjourned meeting is announced at the original meeting.

- (5) Subject to this Agreement, the Board shall have full control over its own procedures, and may by majority vote prescribe rules and procedures to govern the conduct of such meetings.
- (6) The Board may select one or more additional deputy chairs, who shall,
 - (a) act in the place of the Chair or First Deputy Chair and serve as the presiding officer at any meetings; and
 - (b) discharge and otherwise perform such obligations, and exercise such authority, of the Chair or First Deputy Chair under this Agreement,

in the event that the Chair and the First Deputy Chair are for any reason unable or unwilling to act in that capacity.

- (7) Meetings of the Board shall be held at least quarterly, but may be held more frequently where the Board considers it advisable to do so. The Chair or a deputy chair of the Board or,
 - (a) such number of Board Members who at the time in question comprise one-half of the number of Board Members then in office; or
 - (b) any seven or more Board Members, where the number of Board Members (including the Chair and every deputy chair) is fourteen or more,

may call the meeting of the Board by giving not less than five Business Days notice thereof to each Board Member, and to the Trustee, stating the time and place of a meeting and the nature of the business to be transacted at that meeting.

- (8) The Board shall not transact business at a meeting unless a quorum is present, other than to adjourn a meeting to another date, and to direct that notice be given of that adjourned meeting.
- (9) Subject to subsection (10), unless a majority of the Board agree to the contrary, all meetings of the Board shall be held in the City of Toronto.
- (10) Meetings of the Board may be held by means of telephone, or electronic or other communication means that permits all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and a Board Member participating in such a meeting by such means is deemed for the purposes of this Agreement to be present at that meeting.
- (11) Except where otherwise provided in this Agreement,

- (a) every member of the Board is entitled to one vote with respect to each matter to be decided by the Board; and
- (b) all matters to be decided by the Board shall be decided by a majority of the votes cast on each such matter respectively.

In the event of a tied vote, the Chair of the Board shall not have a second casting vote, but instead the resolution or other matter to which it pertains shall be deemed to have been defeated.

- (12) A resolution in writing, signed by all the Board Members entitled to vote on that resolution at a meeting is as valid as if it had been passed at a meeting of the Board. A copy of every such resolution shall be kept with the minutes of the proceedings of the Board.
- (13) This section applies with the necessary modifications to all meetings of a committee of the Board and to all members of those committees.

3. RECORDS OF PROCEEDINGS OF THE BOARD

- (1) The Board shall cause minutes and other appropriate records of its proceedings to be maintained in a permanent form. From time to time and at any time, the Ministry may require the Board to provide copies to the Ministry of such minutes or other records.
- (2) All minutes and other records of the proceedings and business of the Board and its committees shall be held for a period of seven years. So long as the Board remains in operation, such records shall be held by the Board or as directed by it. Following the termination of the Board, the Trustee shall hold such records for the balance of that seven year period.
- (3) The Ministry may at any time require copies of all records within the scope of subsection (2) to be delivered to the Ministry or to a person designated by the Ministry.
- (4) Within 90 days of the end of each financial year, the Trustee shall provide to the Ministry (with a copy to the Board) a written accounting with respect to the utilization of the Fund within that financial year, identifying in that report each approved Program and the amount advanced to that Program. This report shall also detail any Program that was approved for funding in that year, but which did not for any reason receive funding, or that was not funded to the extent approved.

4. TERM OF OFFICE RESIGNATION AND REMOVAL OF BOARD MEMBERS

- (1) The term of each Board Member appointed under clauses 1(1)(a), (b) and (c) shall be three years, but each such person shall be eligible for re-appointment.

- (2) Board Members appointed by the Premier, the Trustee and the Mayor of the City of Toronto, as the case may be, shall hold office at the pleasure of the person making that appointment or his or her successor in office from time to time.
- (3) Board Members other than those described in clauses 1(1)(a), (b) and (c) may be removed from the Board by a majority vote of the Board. The Board shall provide to the Minister and to the Trustee advance notice of any intention to consider a resolution to remove such a Board Member.
- (4) A resignation of a Board Member becomes effective at the time a written resignation is received by the Board or at the time specified in the resignation, whichever is later. A copy of any such resignation shall be provided to the Minister, where the person concerned was appointed to the Board by Ontario, and, in addition where the person concerned was appointed under clause 1(1)(c), to the Mayor or Trustee, as the case may be.

ARTICLE II: STRUCTURE OF THE FUND

5. FUND ESTABLISHED

- (1) Ontario shall advance to the Trustee the sum of \$15 million, which amount shall be received and held by the Trustee for the purposes and objects set out in sections 8 and 9, but subject to the payment of the fees and other amounts payable under subsections 5(6), 11(3) or section 13.
- (2) The Fund shall be known as the Youth Challenge Fund.
- (3) The Trustee shall receive and hold:
 - (a) the advance provided by Ontario under subsection (1); and
 - (b) all such other amounts as may be:
 - (i) obtained by way of public or private donation for the purposes of the Fund; and
 - (ii) all matching amounts advanced by Ontario to the Trustee from time to time in respect of donations made under paragraph (i); and
 - (c) all interest or other income earned on the amounts described in clauses (a) and (b)

as provided in this Agreement, to be used and applied, subject to subsections 5(6), 11(3) and section 13, exclusively for the purposes and objects set out in this Agreement. All such amounts shall be kept separate and apart from the other amounts of the Trustee, including other amounts held in trust by the Trustee. For greater certainty, it is understood that the Trustee may commingle the Fund with other trust funds held by it for the purposes of investment pending utilization

under this Agreement. However, separate accounting records shall be maintained of all dealings with the Fund.

- (4) Despite any other provision of this Agreement, where the Trustee considers it advisable for administrative or tax purposes, the Trustee may maintain separate individual sub-accounts for each of the amounts identified in clauses (3)(a), (b) or (c), or for donations and Ontario contributions—including or excluding, as the Trustee considers most appropriate the matching amounts provided for in clause (b).
- (5) It is agreed and understood that the Minister may withhold matching funds under this section if the Trustee is in breach of its obligations under this Agreement.
- (6) Except as provided in subsections 5(6), 11(3) and 13, notwithstanding any other provision of this Agreement, all of the trust funds shall be used for exclusively charitable purposes. Where in the opinion of the Trustee the funding of a proposed Program would not fit within the definition of a charitable purpose under the *Charities Accounting Act*, the Trustee shall so notify the Board and the Ministry, and (unless the Board elects to cancel its approval of funding for that Program) the funding of that Program shall be suspended until such time as the Ministry has approved the advance of the funds in question. The Ministry may require the Trustee to obtain a favorable ruling from the Canada Revenue Agency as a condition of any such approval, and the cost of obtaining any such ruling may be charged to the Fund.

6. SOLICITATION OF DONATIONS

- (1) The Trustee shall make all reasonable efforts to secure private or public donations for the purposes of the Fund, with the aggregate amount of \$15 million being the agreed target for such donations. The Board Members shall provide reasonable assistance with respect to such fund raising efforts.
- (2) Subject to the terms and conditions set out in this Agreement, Ontario shall provide matching grants to the Fund for all subscriptions under subsection (1), up to the following limits:
 - (a) the matching funding for fiscal year 2007-08 shall not exceed \$8,000,000 in aggregate; and
 - (b) the matching funding for fiscal year 2008-09 shall not exceed \$7,000,000 in aggregate.

Ontario may advise the Board and Trustee at any time if it is prepared to increase the amounts authority for funding under clause (a) or (b), but where an increase is made under clause (a), Ontario may reduce the amount of funding available under clause (b) by an amount not exceeding the amount of the increase under clause (a).

ARTICLE III: GEOGRAPHIC SCOPE OF THE FUND

7. CITY OF TORONTO FOCUS

All Programs funded under this Agreement shall serve residents of the City of Toronto, and primarily the 13 Neighborhoods shown in Schedule "A" to this Agreement. A Program shall not be disqualified from funding under this Agreement by reason only that non-residents of the Toronto or a part of Toronto outside one of the identified Neighborhoods will derive an indirect or incidental benefit from the Program.

ARTICLE IV: PURPOSES AND OBJECTS OF THE FUND

8. PURPOSES OF THE FUND:

The purposes for which the Fund is established are:

- (a) to provide funding to increase, co-ordinate and focus identification, prevention, early intervention and response to youth at risk, particularly at risk of violent behavior;
- (b) to engage youth in activities that will enhance their meaningful participation in society and ultimately lead to better education, skills and employment opportunities and better success in society;
- (c) to provide a lever to stimulate Neighborhood involvement and raise private sector capital and contributions of in-kind goods and services;
- (d) to support Neighborhood based solutions that better promote coordination of services, align existing and new services and programs, and help to connect youth to the services they need to succeed and
- (e) such other charitable purposes consistent with this Agreement as the Ministry may approve from time to time, either on the Ministry's own initiative or upon the proposal of the Board or the Trustee.

9. OBJECTS OF THE FUND

- (1) The objects for which the Fund is established are:
 - (a) to support the development and delivery of prevention and early intervention programs, services and supports in under-served, high risk or priority neighborhoods, including, but not limited to programs, services or supports that support or enhance education, skills development and engagement in recreational activity;
 - (b) to support employment and learning placements for youth at risk;

- (c) to support youth leadership and youth peer support services for youth at risk; and
- (d) to support, in accordance with criteria developed by the Board, specified types of capital development projects, capital improvements or goods central to youth at risk initiatives.

By way of clarification, social out-reach and other faith-based charitable programs that serve the objects set out in this subsection may be funded under this Agreement, provided that such programs do not involve the promulgation of religious doctrine, other religious teaching or the promotion of religion as such.

- (2) Subject to subsections 5(6), 11(3) and section 13, the Fund shall be used only to fund Programs approved by the Board under this Agreement. All such Programs shall be for charitable purposes within the meaning of the *Charities Accounting Act*, and shall be operated or delivered by registered charities under the *Income Tax Act* (Canada) or other corporations without share capital under the Part III of the *Ontario Corporations Act* or Part II of the *Canada Corporations Act*.

10. MINISTER'S AUTHORITY WITH RESPECT TO THE BOARD AND CHAIR

- (1) From time to time, the Minister may give directions to the Board with respect to the operation of the Fund, or may impose conditions or restrictions on the use of the Fund, as the case may be, to the extent that such directions, conditions or restrictions are consistent with,
 - (a) this Agreement;
 - (b) the trust hereby created; and
 - (c) any funding commitment made in good faith by the Trustee or Board prior to the issue of any such direction, condition or restriction.

In particular, the Minister may:

- (d) require the initial advance to be expended over a prescribed period of time;
 - (e) limit the portion of the initial advance that may be expended in any given financial year, whether by way of percentage or dollar amount; or
 - (f) require prior notice to Ontario, or written approval from Ontario, for expenditures or financial commitments above a specified amount.
- (2) Despite any other provision of this Agreement, where

- (a) the Board has ceased to function, or it is conducting its business or affairs in a manner that is oppressive, or unfairly prejudicial to, or that unfairly disregards the rights of, any person, including the Province; or
- (b) the Board is in manifest breach of this Agreement; or
- (c) the Fund is insolvent or, if not insolvent, cannot by reason of its circumstances continue in business and it is advisable to wind it up; or
- (d) it is otherwise,
 - (i) necessary for the protection of the public; or
 - (ii) just and equitable for some reasonfor the Minister to do so,

the Minister may take over the responsibilities and authority of the Board under this Agreement.

- (3) Where the Minister takes over the responsibilities and authority of the Board under this Agreement under subsection (2), the Trust shall continue in effect and shall continue to be governed by this Agreement. Article V: Administration of the Fund

ARTICLE V: GOVERNANCE, ETC.

II. GOVERNANCE OF THE FUND

- (1) The Fund shall be governed and administered by and in accordance with this Agreement, but except as provided in this Agreement and subject to any requirements imposed with respect to the Fund by law or the Canada Revenue Agency, the Trustee shall control the day-to-day business and affairs of the Fund in such a manner as it, in its sole discretion considers fit.
- (2) The responsibilities of the Board with respect to the Governance of the Trust and the utilization of the Fund shall be as follows:
 - (a) to provide leadership and oversight, and exercise an independent decision making authority, with respect to Programs to be funded under this Agreement,
 - (b) to provide reasonable assistance in fundraising and communications activities;
 - (c) to act as an independent community-based board, in setting funding priorities and approving evaluation criteria for developing and selecting Programs, and

- (d) to approve such requests and proposals for funding for Programs as the Board may consider advisable, following review of those requests and proposals by the Trustee and due consideration by the Board of all recommendations and advice provided by the Trustee with respect to each of them, provided that in so doing,
 - (i) subject to sub-clause (ii), the Board shall exercise an independent decision making authority; and
 - (ii) in performing this responsibility the Board's discretion shall be subject to the purposes and objects set out in Article IV and any directions given by the Minister under section 10;
- (e) to provide the benefit of the respective expertise, experience and community-related knowledge and understanding of each of its Members with respect to the utilization of the Fund for the purposes and objects provided in this Agreement;
- (f) to cooperate with the Trustee in achieving the Fund's purposes and objects; and
- (g) to approve:
 - (i) an interim four year strategic plan, to be prepared for the Fund within 180 days of this Agreement; and
 - (ii) a final four year strategic plan to be prepared for the Fund by the end of the first year of this agreement, and thereafter shall update that plan not less than every year,which plan shall include or describe in detail, as the case may be:
 - (iii) the distribution policies that the Board considers best suited to the purposes and objects of the Fund;
 - (iv) the criteria for selecting organizations and activities that are to be funded using the Fund, but subject to subsection 9(2);
 - (v) the manner in which the Board and Trustee propose to carry out the purposes and objects of the Fund, and where applicable, the relative priority that the Board proposes to assign to each such object; and
 - (vi) a reconciliation of the foregoing with any conditions or restrictions imposed under section 10.

(3) The Trustee shall

- (a) provide the following professional, technical and administrative services to the Board:
 - (i) research on the community needs and resources of the neighborhoods listed in Schedule A, and across Toronto;
 - (ii) facilitating and supporting consultation with neighborhood residents, community leaders, and service providers
 - (iii) facilitating and supporting ongoing liaison with other funders;
 - (iv) issuance of requests for proposals/requests for information, as determined by the Board;
 - (v) assessment of applications for funding on the basis of community need and capacity of service provider;
 - (vi) preparation of recommendations to the Board;
 - (vii) reporting on program activity.
 - (viii) communications support to the Board and liaison with Ministry Communications staff; and
 - (ix) financial administration, including the monitoring of funding conditions, as required;
- (b) provide administrative support to the Board, including
 - (i) holding and administering the fund, day-to-day administration, maintaining all bank accounts relating to the Fund, keeping all financial records pertaining to the Fund, preparing all required accounting, tax and financial returns for the Fund in accordance with requirements applicable to a registered charity;
 - (ii) housing, board facilitation, board meeting facilities, community animators, public relations materials, publications and website; and
 - (iii) support services for Fund personnel, including accommodation, technology, and human resources administration; and
- (c) carry on fund raising activities on behalf of the Fund (including the issue of tax receipts for all charitable contributions made to the Fund); and
- (d) exercise its ownership or other rights and interests of the Fund in such a way as to promote the attainment of the Fund's purposes and objects as set out in this Agreement.

Nothing in this section shall be construed to prevent the Board from obtaining independent legal, accounting or other professional advice from its own professional advisors.

- (4) The Trustee shall provide to the Board and Ministry:
- (a) a quarterly accounting and report with respect to its administration of the Fund, detailing:
 - (i) all receipts and expenditures, including amounts advanced to fund Programs and any refund of such amounts, where applicable;
 - (ii) all amounts charged to the administration of the Fund; and
 - (b) an audited annual report on the business and affairs of the Fund for each financial year of the Fund.

The reports required under clauses (a) and (b) shall include a balance sheet and income statement and such notes to those documents as are necessary so as to give a true and fair view of the financial affairs of the Fund for the period concerned.

- (5) Pending investment in such investments as may be authorized for amounts held in trust, or their utilization all amounts forming part of the Fund shall be deposited in an interest bearing account at a branch in Ontario of:
- (a) a bank listed in Schedule 1 of the *Bank Act* (Canada); or
 - (b) a trust company licensed to carry on business as such in Ontario.
- (6) In consultation with and supported by the Trustee, the Board shall prepare or direct the Trustee to prepare no later than:
- (a) 90 days following the date of this Agreement an interim plan for the first financial year of the Fund dealing with the following:
 - (b) the use of the Fund during the coming fiscal year in a manner consistent with the strategic plan for the Fund, and in so doing the Board shall,
 - (i) define the nature, terms and scope of each Program;
 - (iii) select the Programs and organizations that are to be funded
 - (c) the nature and scope of the activities that are to be funded by the Fund during the coming fiscal year;
 - (d) the performance targets and measurements by which attainment of the purposes and objects of the Fund are to be assessed; and

(e) such other matters as are pertinent to the purposes of this Agreement.

For greater certainty, the financial year of the Fund shall run from April 1 of each year until March 31 of the following year, and the first financial year of the fund shall end on March 31 immediately following the date of this Agreement.

(7) Prior to March 31, 2009, the Trustee, with the assistance of the Board, shall prepare a report that will:

(a) assess the extent to which all Programs receiving amounts from the Fund:

(i) met performance targets and measurements for each respective Program that is completed; or

(ii) were likely to meet performance targets and measurements for each respective continuing Program, and

(b) provide such other information as Ontario may request in writing.

(8) Upon request, the Board shall provide to the Ministry copies of:

(a) all reports, recommendations and other information provided to the Board by the Trustee;

(b) the four year plan described in subsection 2(g) above and all annual updates of that plan;

(c) the report described in subsection (7) above;

(d) copies of the agenda for and minutes of each of its meetings, and the meetings of any committee of the Board; and

(e) copies of all resolutions adopted by the Board under subsection 2(12)

(9) From time to time, the Trustee shall review requests for funding and may provide recommendations for the funding of specific Programs, in accordance with the strategic plan and Program criteria established by the Board. The Trustee may propose Programs for funding on its own initiative. The Trustee shall provide its technical and professional expertise and administrative support in connection with the preparation of each such Program proposal.

(10) For the purpose of facilitating the development and or review of proposals for Funding, the Board may create advisory and other committees that include persons who are not members of the Board.

(11) Subject to the strategic plan and Program criteria established by the Board, the Board may approve Programs for funding in each year. The following general rules shall apply with respect to any Program proposed for funding.

- (a) The Board shall review a summary of all Program proposals received and shall determine the level of information required to make decisions and direct which Programs are to receive funding under this Agreement, in each case specifying the amount of funding approved for the Program concerned.
 - (b) An approval of funding may be stated as a fixed amount or a maximum approved amount. In the case of a maximum approved amount, the approval shall direct how the amounts eligible for advance are to be determined.
 - (c) All decisions with respect to such funding shall require the approval of at least two-thirds of the Board members voting with respect to that decision.
 - (d) At the time of giving approval to a Program, the Board may impose budgetary requirements or other conditions that shall govern the release of amounts to the approved Program.
 - (e) Where the Trustee is required to make any determination of fact before advancing any amount to a Program, its consent shall be required with respect to the manner of making the determinations so required.
- (12) The Trustee shall only distribute payments out of the Fund only for such Programs as may be approved from time to time under subsection (11).
- (13) No amounts shall be distributed by the Trustee under subsection (12) unless and until the approved recipient has entered into an agreement with respect to the funds for the approved Program, and subject to any terms or conditions as specified by the Trustee, Board or Ministry, as the case may be.

12. DAY-TO-DAY ADMINISTRATION OF THE FUND

- (1) The Trustee shall,
- (a) administer the Fund in accordance with its financial and operating management systems, and in particular shall:
 - (i) hold, invest and administer the Fund as provided in subsection 5(3);
 - (ii) receive all amounts, and manage and invest the Fund, and make all disbursements from the Fund in accordance with law and good practice for a charity, and for that purpose the Trustee shall adopt and implement a proper accounting and management information system, to track all activities relating to the Fund;
 - (iii) issue appropriate tax receipts to donors to evidence donations received;

- (iv) adopt and manage a reporting and monitoring system to track all business relating to the Fund; and
- (b) apply the Fund, and make disbursements from it, in accordance with such directions as may be given from time to time by the Board in accordance with this Agreement, and in particular, the Trustee shall:
 - (i) advance amounts to Programs approved by the Board in accordance with the budget approvals and other conditions imposed by the Board, or the Minister under section 10, with respect to each Program respectively; and
 - (ii) notify the Board forthwith where an approved Program fails for any reason to meet the budgetary requirements or other conditions imposed with respect to such funding.
- (2) The Trustee shall provide the Minister with any information that he or she may request from the Trustee concerning the Fund, the Board and the Programs.

13. REMUNERATION OF THE TRUSTEE AND EXPENSES OF BOARD MEMBERS

- (1) The Trustee shall be entitled to compensation for its reasonable professional, technical and administrative services and expenses incurred in supporting the work of the Youth Challenge Fund, but the aggregate amount thereof over the first three financial years of the Fund shall not to exceed 10% of the Youth Challenge Fund. In the event of any dispute about the Trustee's compensation, the compensation shall be determined by the Ontario Superior Court.
- (2) The Trustee – by working with the Chair, where appropriate – shall make all reasonable efforts to reduce administrative expenses by requesting *pro bono* professional support and services, and seconded staff;
- (3) As described in Section 11, the Trustee shall report all administrative expenses on a quarterly basis to the Board and the Ministry.
- (4) The parties recognize that administrative expenses includes reporting on program activity, but not program evaluation; the Ministry shall be responsible for the costs of program evaluation.
- (5) The fee payable under subsection (1) shall be all-inclusive for all services provided by the Trustee to the Board under this Agreement. No amount shall be payable to the Trustee with respect to any costs incurred by it in soliciting donations to the Fund. No amount shall be payable to the Trustee for services provided outside the scope of this Agreement except with the prior written consent of the Minister, which may be held or granted within the Minister's absolute discretion.

- (6) Board Members may be reimbursed from the Fund for such reasonable expenses incurred by them in fulfilling their obligations in accordance with this Agreement to the extent permitted in the Travel, Meal, and Hospitality Expenses Directive, published by the Management Board of Cabinet, or any policy of Ontario which succeeds the Directive. The Board Members shall receive no other payments from the Fund.

ARTICLE VI: PERFORMANCE MONITORING OF PROGRAMS

14. TRUSTEE TO MONITOR PERFORMANCE

- (1) The Trustee shall employ a suitable reporting and monitoring system sufficient to track the activities of funded Programs and shall report regularly to the Board with respect to those Programs. Where targets are not achieved to the level set for the Program concerned, the Board may direct that amount allocated and payable to that Program shall be adjusted to reflect the extent to which the target was not achieved. The Trustee and Board shall give express notice to the intended recipient of any funding committed under this Agreement of the right to adjust funding in this manner.
- (2) The Trustee shall advise the Minister and the Board with respect to the setting of performance measures and targets for individual Programs. Where such measures or targets are adopted, the Trustee shall report on the use of amounts paid out of the Fund by reference to those measures and targets.

ARTICLE VII: PUBLIC RELATIONS AND PRIVACY

15. ADVANCE NOTICE TO BE GIVEN

Any publicity or publications relating to this Agreement or the services provided under it shall be agreed upon and arranged by the parties. The Trustee shall provide advance notice to the Ministry of any publicity-related releases or events concerning this Agreement or the services to be provided under this Agreement.

16. FIPPA, ETC.

- (1) Any information collected by Ontario under this contract is subject to the rights and safeguards provided for in the *Freedom of Information and Protection of Privacy Act*.
- (2) Except where required by law, the Trustee, and each of its directors, officers, employees, agents and volunteers, shall hold confidential and shall not disclose or release to any person other than to Ministry staff or to the Board any information or document that tends to identify any individual in receipt of services without first obtaining the written consent of the individual or (in the case of a minor) the individual's parent or guardian prior to the release or disclosure of such information or document. This section shall apply at all times during or following the term of this Agreement,

- (3) The provisions of this section shall prevail over any inconsistent provision of this Agreement.
- (4) To the extent that the *Personal Information Protection and Electronics Documents Act* (Canada) (“PIPEDA”) applies with respect to any services to be provided under this Agreement, the Trustee shall comply with all requirements and obligations imposed under that Act. In particular, the Trustee shall not disclose any information to which PIPEDA applies (or may reasonably be considered to apply) except as authorized by law. Without limiting the generality of the foregoing, the Trustee shall take all reasonable measures to ensure the PIPEDA compliance of all such protected information that it collects in the course of performing its obligations under this Agreement, both by itself and by its contractors and employees.

ARTICLE VIII: LIMITATION OF LIABILITY

17. LIMITATION OF LIABILITY AND INDEMNIFICATION

- (1) In exercising his or her powers and discharging his or her duties under this Agreement, a Board Member shall act lawfully, honestly and in good faith with a view to the best interests of the Fund, and shall act in accordance with this Agreement. No action lies in negligence against any Board Member. No action lies against a Board Member, whether in respect of a breach of this Agreement or otherwise, unless the member knew or reasonably ought to have known that the action or omission constituted a breach of this Agreement or was otherwise wrongful.
- (2) The Trustee shall act lawfully, honestly and in good faith with a view to the best interests of the Fund. The Trustee shall be liable for deliberate misconduct, including any breach of this Agreement brought about by the act or omission of its officers, directors, employees and agents, but the Trustee shall not be liable for negligence.
- (3) Neither the Board, nor its members, nor the Trustee shall be bound to take, or be liable for failing to take, any proceedings against a person in respect of any breach or alleged breach of law or this Agreement, or the conditions applicable to any funded Program.
- (4) Without limiting this section, every Board Member shall be entitled to rely in good faith upon,
 - (a) financial statements of the Trustee or the Trust represented to him or her by an officer of the Trustee or in a written report of the auditor of the Trustee to present fairly the financial position of the Trustee or the Trust in accordance with applicable accounting principles; or

- (b) a report of, or advice given by, a lawyer, accountant, engineer, appraiser or other person whose profession lends credibility to the statements made by any such person.
- (5) No person who becomes a Board Member shall be liable in respect of anything that occurred prior to his or her appointment. No person who was a Board Member shall be liable in respect of anything that occurs after he or she ceases to be a Board Member.
- (6) Subject to subsections (7) and (8), Ontario shall indemnify and hold harmless each Board Member, and their respective heirs and personal representatives, from and against any and all losses, costs, damages, expenses and liabilities of whatever kind, including amounts paid to settle an action or to satisfy a judgment and including all legal fees and other expenses (a “Claim” or, collectively, the “Claims”) that the Board Member, heir or personal representative may sustain or incur or become subject to by reason of the Board Member acting as a member of that Board.
- (7) The indemnity provided under subsection (6) shall not apply:
 - (a) in the case of a Board Member who is a member of the Ontario Public Service or who is appointed under clause 1(1)(c); or
 - (b) with respect to Claims:
 - (a) arising from any circumstances for which coverage is provided under any insurance policy or claims fund to the extent that the Board Member indemnified or covered under that policy or fund;
 - (b) arising from any circumstances in which the Board Member did not act honestly or in good faith with a view to the best interests of the Fund;
 - (c) brought about or contributed to by the Board Member’s dishonesty, or willful misconduct provided that it is determined in a judgment or other final adjudication of a court or other tribunal of competent jurisdiction that the Board Member was guilty of dishonesty or willful misconduct on that was material to the cause of action in respect of which indemnification is sought; or
 - (d) that is brought against the Board Member by the Province under and in accordance with this Agreement.
- (8) The right of indemnification provided for in subsection (6) shall be subject to the following conditions in respect of any notice of each Claim that a Board Member receives:

- (a) the Board Member must immediately and without delay deliver to the Ministry a notice setting forth in reasonable detail the particulars of the Claim(s);
 - (b) upon the written request of the Province, the Board Member must furnish to the Province copies of any document, or provide to the Province any information that relates to the Claim(s) that is in Board Member's possession or under the Board Member's control;
 - (c) the Board Member must take all reasonable steps necessary to secure and preserve his or her rights in respect of the Claim(s); and
 - (d) the requirements set out in subsection (9) are satisfied.
- (9) Ontario shall have the right to participate in or assume control of the negotiation, settlement or defense of the Claim(s) and in no event shall the Board Member negotiate, settle, compromise or pay the Claim(s) without the prior written consent of the Province. If Ontario elects to participate in or assume control of the negotiation, settlement or defense of the Claim(s), the Board Member shall cooperate fully with the Province in connection with the same, and the Board Member shall agree to be represented by legal counsel chosen by Ontario ("Legal Counsel"), unless, in the opinion of that Legal Counsel, there would arise a conflict of interest preventing him or her from representing the Board Member. In such a case, the Board Member will be entitled, after consultation with the Province to obtain legal counsel of the Board Member's choice, and the reasonable fees and expenses of the Board Member's counsel incurred in providing representation shall be costs to which this indemnity extends. The retainer of any independent legal counsel selected by a Board Member shall be in accordance with Ministry of the Attorney General guidelines regarding private sector legal retainers.
- (10) The expenses incurred by a Board Member in investigating, defending or appealing any Claim(s) shall, at the Board Member's written request, be paid by the Province as may be appropriate to enable the Board Member properly to investigate, defend or appeal such Claim(s), with the understanding that if it is ultimately determined that a Board Member is not entitled to be indemnified hereunder, he or she shall immediately repay such amount(s) so paid.
- (11) For greater clarity, this indemnity shall only apply to Claim(s) that are referable to the period during which the Board Member was serving as a Board Member, but the indemnity shall apply to any such claim even if not received by the Board Member until after the end of that Board Members service.

ARTICLE IX: TERMINATION

18. GENERAL

Subject to sections 19 and 20,

- (a) this Agreement shall be in force from the date of its execution, until it is superseded or replaced by a subsequent agreement or until it is terminated in its entirety under section 20; and
- (b) so far as reasonably practical all funding to Programs shall be advanced on or before the fourth anniversary of the date of this Agreement.

19. ON-GOING PROGRAMS

Nothing in section 18 or 20 shall be deemed or construed to prevent:

- (a) the use of the Fund to endow a Program, so as to permit the delivery of continuing or otherwise on-going services or benefits under that Program after the termination date of this Agreement;
- (b) the Board from approving funding for a Program during the term of this Agreement, where it is contemplated that one or more amounts of such funding will be advanced after the termination date of this Agreement;
- (c) the use of funding advanced under this Agreement for purchase or other acquisition of capital assets or other assets of enduring value, that have a projected life greater than the term of this Agreement; or
- (d) the Board from recommending to the Minister
 - (i) the priorities that should apply with respect to the provision of funding under this Agreement; or
 - (ii) that some or all funding provided under this Agreement should be of an on-going nature .

20. TERMINATION OF TRUSTEE'S ROLE

- (1) Ontario may terminate the appointment of the Trustee only where,
 - (a) the Trustee commits a breach of the trust under this Agreement (other than a technical breach of trust within the scope of section 35 of the *Trustee Act*) or is otherwise in manifest breach of this Agreement;
 - (b) any formal or informal proceeding for the dissolution, liquidation, or winding-up of the affairs of the Trustee is instituted by or against the Trustee, or where a resolution is passed or any other act undertaken for the winding up of the Trustee, provided that where a proceeding is brought by a third party for the dissolution, liquidation or winding-up of the affairs of the Trustee, this clause shall not apply so long as that proceeding continues to be contested in good faith by the Trustee;

- (c) proceedings are taken by a secured creditor or judgment creditor to enforce any encumbrance on the whole or any part of the general assets or undertaking of the Trustee, or a receiver, interim receiver or receiver-manager or trustee is appointed in respect of the Trustee, provided that this clause shall not apply where any such proceeding or appointment continues to be contested in good faith by the Trustee;
- (d) the Trustee ceases or threatens to cease to carry on its business; or
- (f) where the Trustee is adjudged bankrupt or becomes insolvent, or a petition in bankruptcy is filed against the Trustee, or where the Trustee makes an assignment for the general benefit of creditors or applies for relief under the *Companies Creditors Arrangement Act*, or where proceedings of any type are instituted in any jurisdiction in respect of the alleged insolvency or bankruptcy of the Trustee, provided that where a proceeding is brought by a third party in respect of the alleged insolvency of the Trustee, this clause shall not apply so long as that proceeding continues to be contested in good faith by the Trustee.

Termination under this subsection shall not relieve the Trustee from its liabilities and responsibilities relating to the Services up to and including the date of termination. Ontario shall not by its termination waive any rights or remedies it may have at the date of termination, including any claim for damages or an accounting.

- (2) The Trustee may terminate its appointment under this Agreement upon 90 Business Days written notice to Ontario and the Board. Termination under this subsection shall not,
 - (a) relieve the Trustee from its liabilities and obligations relating to the Services performed or to be performed up to the time at which termination is to take effect; or
 - (b) prejudice the Trustee's right to receive any fee under section 13 payable in respect of Services actually performed up to the time at which termination takes effect.
- (3) Upon termination by either party,
 - (a) the Trustee shall disclose to Ministry the current state of the Fund and all services that are to be provided by it, and shall provide a report of the current status of all approved Projects and a detailed accounting with respect to the amount remaining in the Fund;
 - (b) subject to clause (d), all amounts advanced by Ontario under this Agreement, together with all amounts donated to the Fund by other persons, shall continue to be impressed with the Trust provided for in this

Agreement and shall be used for the purposes and objects specified in this Agreement;

- (c) despite clause (d), all Programs to which funding commitments have been made shall continue to be funded in accordance with those funding commitments;
- (d) where, after the advance of all funding under clause (c), an amount donated by a person other than Ontario remains traceable, then that amount shall be disposed of in accordance with:
 - (i) the intentions of that person, to the extent that such intentions can be reasonably ascertained; or
 - (ii) such directions as may be given by a judge of the Superior Court of Ontario upon application by either the Minister or the Trustee upon notice to the other, where such intentions cannot be reasonably ascertained; and
- (e) subject to clauses (b) and (d), the Trustee shall transfer the full balance of the Fund, or any part of that Fund, (subject to set-off for any amounts payable under section 13) to a trustee nominated by Ontario, immediately upon being directed by Ontario to do so, and in any event no later than the close of the Business Day next following receipt of that direction by the Trustee.

And where the whole or any part of the Fund is transferred under clause (e) to a new Trustee, this Agreement shall apply with the necessary modifications to that Trustee.

- (4) Despite anything in this Agreement, where the appointment of the Trustee is terminated by the Trustee or by the Minister, the parties shall cooperate with each other and otherwise use their best efforts:
 - (i) to ensure that the purposes of the Trust hereby created are carried out, and that (subject to the foregoing) the expressed intentions of any person who donates money to the Fund are respected;
 - (ii) to ensure that funding under this Agreement is carried out in an orderly and timely manner, with proper accountability being maintained for the amounts concerned; and
 - (iii) to maintain the goodwill associated with each of the Fund, every Program funded under it and the organizations operating each such Program, the individual Board Members, Ontario (including its elected officials and members of the Ontario public service) and the Trustee and its directors, officers and employees.

X. MISCELLANEOUS

21. NOTICES

- (1) Notices under this Agreement shall be in writing and sent by e-mail, personal delivery, prepaid courier, facsimile transmission (“fax”) or by ordinary prepaid first class mail. All other documents or information may be sent by ordinary prepaid first class mail.
- (2) Notices, documents or information sent by ordinary prepaid mail shall be deemed to have been received on the fourth business day after the date of mailing or dispatch by prepaid courier.
- (3) Notices by personal delivery shall be deemed to have been received at the time of delivery.
- (4) In the event of an interruption in postal service, notices, documents or information shall be given by prepaid courier, personal delivery or by fax.
- (5) Notices sent by fax shall be deemed to have been received by the intended recipient on the day after it was sent, unless that day is not a Business Day, in which case it shall be deemed to be received on the next day that it is a Business Day.
- (6) Notices sent by e-mail shall be deemed to have been received at the close of the Business Day on which they are sent.
- (7) All documents, information or other notices to be sent, given or delivered to any of the parties under this Agreement shall be sent as follows:

To Ontario and to the Minister:

Ms Marilyn Renwick
Regional Director, Toronto Regional Office
Program Management Division
Ministry of Children & Youth Services
477 Mount Pleasant Road
Toronto, M7A 1G1
Fax: 416-325-0541

To The Trustee:

Ms Frances Lankin
President & CEO
United Way of Greater Toronto
26 Wellington St. E., 11th Floor
Toronto, Ontario M5E 1W9

To the Members of the Board: to each of them at such address as may be directed by each member respectively in accordance with this section.

To other Board Members: to each of them as directed by each of those individuals at the time of their respective appointment.

- (8) A party may change the address for the service of notice by giving notice to the other parties in accordance with this section.

22. RECORDS OF THE TRUSTEE

- (1) The Trustee shall retain and maintain all records relating to the services provided by it under this Agreement for a period of seven years following the termination or expiry of this Agreement.
- (2) Upon 72 hours notice to the Trustee, Ontario may review all or any of the items described in subsection (1) during the term of this Agreement and for seven years following the termination or expiry of this Agreement.
- (3) This section shall be read subject to the applicable obligations of the Trustee under PIPEDA.

23. ENTIRE CONTRACT, AMENDMENTS TO BE IN WRITING

- (1) This Agreement constitutes the entire contract between the parties. Each of the parties:
 - (a) acknowledges that it is not relying upon any representation, warranty, promise, instruction, advice or information received from the other party or from any employee or agent of the other party, except as set out in this Agreement;
 - (b) shall not rely at any time in the future on any representations, warranty, instruction, advice or information purportedly received from the other party or any employee or agent of the other party, except as set out in an amendment as provided under section 23.
- (2) This Agreement shall not be deemed to be or construed as having been amended as a result of any oral communication between the parties or as a result of any practice of the parties, but all amendments to this Agreement shall be in writing and shall be signed by the parties, including all Board Members then in office who have attorned to this Agreement under subsection 1(5), provided that any such amendment may be executed in counterpart form.

24. GOVERNING LAW

- (1) This Agreement is subject to and shall be construed in accordance with the laws of Ontario, and any action or other legal proceeding arising under this Agreement

(including any motion or other interlocutory proceeding) shall be brought in the Superior Court of Ontario sitting in Toronto.

- (2) The rights and remedies of the parties under this Agreement are cumulative and are in addition to and not in substitution for any rights or remedies provided for by law or equity.

25. CONFLICT OF INTEREST

- (1) In carrying out its responsibilities under this Agreement, the Trustee, its sub-contractors and any of their respective advisors, partners, directors, officers, employees, agents and volunteers shall not engage in any activity that creates, or act in such a manner as to create, an actual conflict of interest or a reasonable perception of a conflict of interest with respect to the services to be provided under this Agreement. The Trustee acknowledges and agrees that it shall be a conflict of interest for it to use confidential information of Ontario relevant to the services:
 - (a) for purposes inconsistent with this Agreement; or
 - (b) for any use not originally intended at the time when the information was provided, unless Ontario has otherwise agreed.
- (2) The Trustee shall disclose to Ontario without delay any actual or potential situation that may be reasonably interpreted as either a conflict of interest or a potential conflict of interest.
- (3) A breach of this section by the Trustee or a Board Member shall entitle Ontario to terminate this Agreement, in addition to any other remedies to which Ontario is entitled, whether in law or in equity.
- (4) Subsections (1) and (2) shall apply to the Board and to each Board Member with the necessary modifications. A breach of this section by any Board Member shall be grounds for the removal of that person as a Board Member.
- (5) Without limiting the generality of subsection (4), a Board Member who is,
 - (a) a party to,
 - (b) or who is a member, director or officer of or has a material interest in any corporation or partnership that is a party to,
 - (c) otherwise not at arm's length within the meaning of the *Income Tax Act* to a person that is a party to,

a material contract or transaction or proposed material contract or transaction relating to the Fund shall disclose in writing to the Board (or request to have entered in the minutes of the meetings of the Board) the nature and extent of that

interest before the matter is discussed or voted on by the Board. No member of the Board who is so interested in a contract or transaction shall vote on any resolution to approve that contract or transaction, nor participate in any debate among the Board Members with respect to that contract or transaction, but such a Board Member may be counted for the purpose of determining whether a quorum is present for the consideration of that contract or transaction.

26. SEVERANCE WHERE PROVISION ILLEGAL, ETC.

Where one or more provisions of this Agreement are found to be invalid, unenforceable or void by any court or tribunal of competent jurisdiction, the remaining terms and provisions of this Agreement shall be deemed to be severable from the part so found and shall remain in full force and effect, but this provision shall apply only insofar as the effect of that severance is not to change the fundamental nature of the obligations assumed respectively by each of the parties.

27. INTERPRETATION

- (1) In this Agreement:
- (a) “Board” means the Youth Challenge Fund Community Board provided for in section 1;
 - (b) “Board Members” includes the Members of the Board as identified in this Agreement and all other individuals appointed to the Board under section 1 from time to time;
 - (c) “Business Day” means a day on which the offices of the Government of Ontario are open generally for the conduct of public business, but it is understood that the following days shall not be considered “Business Days”:
 - (i) every Saturday or Sunday;
 - (ii) the public holidays of New Year’s Day, Good Friday, Easter Monday, Victoria Day, Canada (Dominion) Day, Civic Holiday (Simcoe Day), Labor Day, Thanksgiving Day, Remembrance Day, Christmas Day, and Boxing Day;
 - (iii) any other day proclaimed as a public holiday by the Lieutenant Governor of Ontario or the Governor General of Canada; and
 - (iv) when any of the public holidays set out in paragraph (ii), other than Remembrance Day, falls on a Saturday or a Sunday, the following Monday shall be deemed to be a public holiday in its place, provided that where Christmas Day falls on a Saturday or Sunday,

Boxing Day shall be deemed to be the Tuesday immediately following Christmas Day;

- (d) “Fund” means all or any part of the property subject to a trust under section 5;
- (e) “Ministry” means the Ministry of Children and Youth Services or such other ministry as may be designated under the *Executive Council Act* from time to time as the responsible ministry for the administration of relevant programs of that Ministry;
- (f) “Neighborhood” means any one of the neighborhoods listed in Schedule “A” to this Agreement;
- (g) “PIPEDA” has the meaning assigned to it in section 16;
- (h) “Premier” means the Premier of Ontario;
- (i) “Program” means a program approved for funding under section 11, which, subject to the general requirement that the Program shall involve charitable activity, may include
 - (i) initiatives intended to implement or accomplish one or more of the purposes and objects of the fund;
 - (ii) community development and planning in connection with the purposes and objects of the Fund;
 - (iii) arrangements for the exchange of information, consultation among and coordination of activity of public or private sector services agencies pursuing the purposes and objects of the Fund;
 - (iv) community consultation, the dissemination of information and other initiatives directed towards advising the public with respect to the availability of programs consistent with the purposes and objects of the Fund; and
 - (v) funding for programs run or services provided by any college, university, school board or other public body that are directed towards the purposes and objects of the Fund;
 - (vi) such other types of arrangement or initiative as the Minister may approve in writing that are consistent with the purposes and objects of the Fund.

- (2) In this Agreement, unless the context otherwise necessitates:
- (a) a word only importing the masculine, feminine or neuter gender includes members of the other genders;
 - (b) a word defined in or importing the singular number has the same meaning when used in the plural number, and *vice versa*;
 - (c) a reference to any Act, bylaw, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, bylaw, rule or regulation or provision enacted in substitution therefor or amendment thereof;
 - (d) the headings to each section are inserted for convenience of reference only and do not form part of the Agreement;
 - (e) all accounting terms have the meaning recognized by or ascribed to those terms by the Canadian Institute of Chartered Accountants;
 - (f) all references to time shall be deemed to be references to current time in the City of Toronto;
 - (g) any reference to an officer of the Government of Ontario shall be construed to mean the person holding that office from time to time, and the designate or deputy of that person, and shall be deemed to include a reference to any person holding a successor office or the designate or deputy of that person;
 - (h) words and abbreviations that have well-known professional, technical or trade meanings are used in this Agreement in accordance with such recognized meanings.

IN WITNESS WHEREOF the parties have executed this Agreement through their duly authorized officers as of the date first above written.

UNITED WAY OF GREATER TORONTO

WE HAVE THE AUTHORITY TO BIND THE CORPORATION

Per: _____

Richard Venn, Chair

Frances Lankin, President & CEO

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO

Per: _____

(Mary Anne Chambers, Minister of Children & Youth Services)

(Judith Wright, Deputy Minister of Children & Youth Services)

(Michael Clemons, Board Member)

(WITNESS)

PRINT NAME: _____

(Richard Morris, Board Member)

(WITNESS)

PRINT NAME: _____

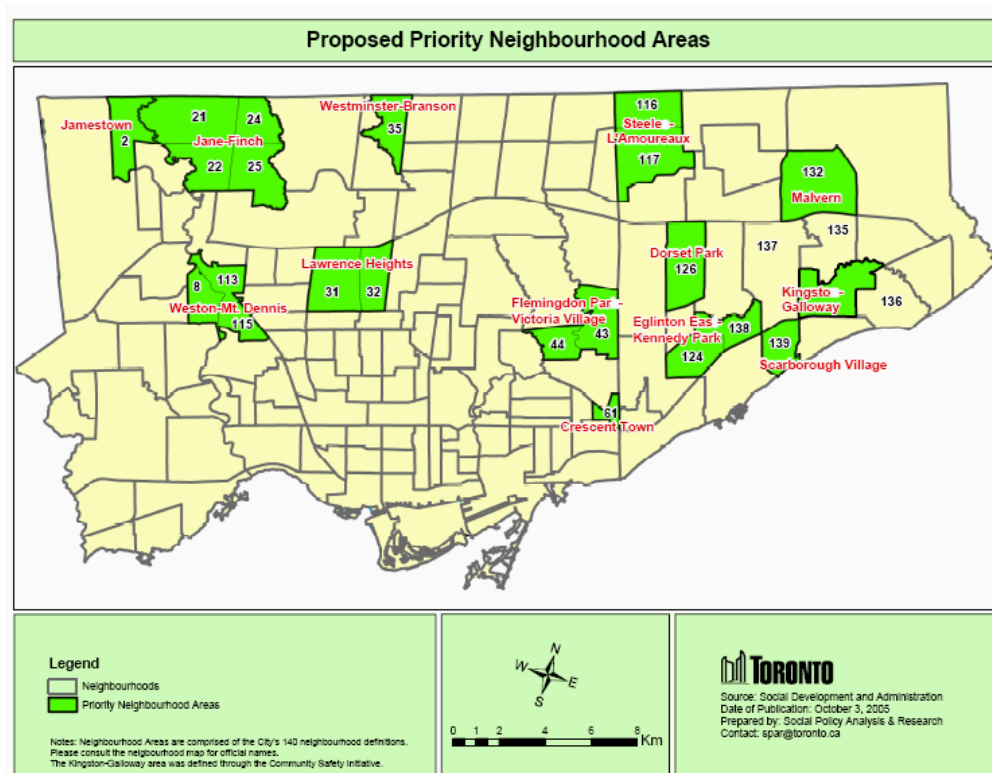
(Francesca Shaw, Board Member)

(WITNESS)

PRINT NAME: _____

SCHEDULE "A"

Priority Neighborhoods



For greater certainty, each of the above neighborhoods shall be deemed to include both sides of each street forming the boundary of the neighborhood.