

# OVIN Content Partnerships Program Funding

## Agreement



OVIN: **PROGRAM**

MIS #: **XXXXX**

This Funding Agreement (the "**Agreement**"), dated as of (DATE) is made between XXXXXXXX ("Supplier") and Ontario Centre of Innovation ("OCI"), each herein individually referred to as a "Party" and collectively the "Parties".

**WHEREAS**, Supplier has the capability and capacity to provide certain **CATEGORY OF SERVICES/DELIVERABLES** services and develop certain deliverables as outlined in this Agreement;

**AND WHEREAS** OCI desires to retain Supplier to provide the Services and the Deliverables, in accordance with the terms and conditions of this Agreement, and Supplier is willing to perform such the Services and the Deliverables, in accordance with the terms and conditions of this Agreement;

**THEREFORE**, recognizing the foregoing recitals and in consideration of the mutual promises set forth in this agreement, the Parties agree as follows:

1. **Definitions.** Capitalized terms used and not otherwise defined herein shall have the meanings attributed thereto in Schedule "A".
2. **General Terms.** The general terms that apply to and form part of this Agreement are attached as Schedule "B".
3. **Schedules.** The following schedules are attached to and form a part of this Agreement:
  - Schedule "A" Definitions
  - Schedule "B" General Terms
  - Schedule "C" Statement of Work (SOW)
4. **Engagement.**
  - a. **General Service Obligations.** The Services and Deliverables shall be performed in accordance with the SOW and this Agreement, including the Schedules attached hereto. OCI hereby engages Supplier, and Supplier hereby accepts such engagement, to develop the Deliverables and provide the Services on the terms and conditions of this Agreement.
  - b. **Changes and Subcontractors.** OCI may, at any time during the Term, request, in writing, changes to the Services. The Parties shall evaluate and, if agreed, implement all such changes in accordance with the change request procedure set forth in the SOW. No changes will be effective unless and until memorialized in a written change order signed by both Parties. Supplier shall not, without the prior written approval of OCI, engage any third party to perform the Services (including to create any Deliverable) hereunder. OCI's approval of any such third party shall not relieve Supplier of its representations, warranties, or obligations under the Agreement.
  - c. **Third-Party Materials.** Supplier shall not include in any Deliverables: (a) any Third-Party Materials, other than Third-Party Materials that OCI has specifically approved to be included in or for use in connection with any Deliverables or Services developed or provided hereunder, and (b) any open-source software.
5. **Term.** The term of this Agreement (the "Term") shall commence on the Start Date and continue until the end of the Agreement Duration Period (the "End Date").
6. **OCI Right to Terminate.** All obligations of OCI hereunder may be immediately suspended, terminated or revoked, in whole or in part, at any time by OCI giving written notice to the other Parties, where OCI determines, in its sole and unfettered discretion, that:

- a. the SOW, and the Services and Deliverables provided hereunder, will likely not be completed on schedule or on budget;
- b. interim results are unsatisfactory and demonstrate low likelihood of achieving anticipated outcomes, or one or more Milestones cannot be met or has not been met within the timeframe set out in the SOW;
- c. the conclusion reached by OCI through a SOW review process organized by OCI is that the overall goals of the SOW will likely not be met;
- d. the Supplier is wound up, liquidated or ceases to exist or becomes insolvent or is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- e. the Supplier has defaulted on its obligations under this Agreement.

In the event that OCI terminates the Agreement in accordance with this Section 6: (A) Supplier shall, upon written notice by OCI, immediately repay all amounts previously paid by OCI to Supplier in accordance with this Agreement and (B) OCI shall, without limiting any other right or remedy it may have, have the right to withhold, delay or cease all or any part of further payments in respect of the SOW and/or set-off and credit any amounts due by the OCI to the Party in breach against any amounts previously contributed by OCI in accordance with this Agreement.

## 7. **Delivery; Testing and Acceptance.**

- a. **Delivery.** Supplier shall deliver to OCI each Deliverable on or prior to the due date set forth in the SOW.
- b. **Testing and Acceptance.** OCI will review and test each Deliverable within 30 days ("**Testing Period**") after it is delivered, to verify that the Deliverable conforms to the specifications in the SOW ("**Acceptance Tests**"). If OCI notifies Supplier within 30 days after the Testing Period that OCI has identified a failure of the Deliverable to conform to the specifications and perform in accordance with the SOW (each, a "**Non-Conformity**"), Supplier, at Supplier's sole cost and expense, shall remedy all such Non-Conformities and redeliver the Deliverable(s), as promptly as commercially possible and, in any case, within 30 days following, as applicable, its receipt of OCI's notice identifying any Non-Conformities. If Acceptance Tests identify any Non-Conformity in any Deliverable after a second or subsequent delivery thereof, or Supplier fails to redeliver the Deliverable on a timely basis, OCI may, in its sole discretion, by written notice to Supplier: (a) continue the process set forth in this Section 7; (b) accept the Deliverable as a non-conforming deliverable, in which case the Fees will be reduced equitably to reflect the value of the Deliverable as received relative to the value of the Deliverable without the Non-Conformity; or (c) deem the failure to be a non-curable material breach of this Agreement and terminate this Agreement in Section 6.

## 8. **Fees.**

- a. **Fees.** OCI shall pay Supplier the fees ("Fees") in accordance with the SOW. Notwithstanding anything else in this Agreement, the Parties acknowledge and agree that all Fees to be made by OCI, and OCI's obligations to pay such Fees, are entirely conditional on OCI receiving sufficient allocated government funding to enable it to make payment thereof, and that OCI may terminate, suspend or revoke such obligations, in whole or in part, at any time by giving written notice to the other Parties should it not receive or possess funds sufficient for such purposes. Further, OCI shall have the right to retain or withhold any portion of Fees otherwise payable pending receipt of interim or final deliverables and/or reports due in respect of the SOW.
- b. **Taxes.** All Fees and other amounts payable by OCI under this Agreement are exclusive of taxes and similar assessments. OCI is responsible for all applicable sales taxes, including harmonized sales tax (HST), use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, or municipal governmental or regulatory authority on any amounts payable by OCI hereunder, other than any taxes imposed on Supplier's income.

9. **Indemnity.** The Supplier shall defend, indemnify and save harmless OCI and its officers, directors, employees, agents and students from and against any and all suits, claims, demands, costs, damages, expenses, losses or injuries (including death) to persons or property, caused by: (A) any default or breach by the Supplier of any of its obligations under this Agreement; (B) the wilful or negligent act or omission of the Supplier or its officers, directors, employees and

agents during the performance or arising out of this Agreement, including the SOW; and (C) OCI's use of the Deliverables infringes or misappropriates a third party's Intellectual Property Rights.

**10. Limitation of Liability.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION 10, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES REGARDLESS OF WHETHER EITHER PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS SECTION , IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNTS PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO SUPPLIER UNDER THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM. The exclusions and limitations in this Section 10 do not apply to: (i) any claim that the Supplier has infringed on a third-party's Intellectual Property Rights; (ii) Supplier's indemnification obligations outlined in Section 10; and (iii) any claims pursuant to Section 11 and Section 12.

## **11. Intellectual Property (IP).**

- a. OCI Ownership of Deliverables. OCI is and will be the sole and exclusive owner of all right, title, and interest in and to all the Deliverables, including all Intellectual Property Rights therein. In furtherance of the foregoing, Supplier shall, and hereby does: (i) assign, transfer, and otherwise convey to OCI, irrevocably and in perpetuity, throughout the universe, all right, title, and interest in and to such Deliverables, including all Intellectual Property Rights therein; and (ii) irrevocably and unconditionally waive, and agree not to assert, any and all claims Supplier may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral, including moral rights under the Copyright Act, R.S.C., 1985, c. C-42, as amended, and including, without limitation, attribution of authorship, the right to restrain any distortion, destruction, or modification with respect to the Deliverables and the Intellectual Property Rights therein.
- b. Further Actions. Supplier shall, and shall cause its personnel to, take all appropriate action and execute and deliver all documents necessary or reasonably requested by OCI to effectuate any of the provisions or purposes of Section 11 or otherwise, as may be necessary or useful for OCI to prosecute, register, perfect, record, or enforce its rights in or to any Deliverables or any Intellectual Property Right therein. Supplier hereby appoints OCI as Supplier's attorney with full irrevocable power and authority to take any such actions and execute any such documents if Supplier refuses, or within a period deemed reasonable by OCI otherwise fails, to do so.
- c. OCI Materials. OCI and its licensors are and will remain the sole and exclusive owners of all right, title, and interest in and to the OCI Materials, including all Intellectual Property Rights therein. Supplier shall have no right or licence to, and shall not, use any OCI Materials except as set forth in this Agreement. All other rights in and to the OCI Materials are expressly reserved by OCI.
- d. Background Technology Licence. Supplier hereby grants to OCI such rights and licences with respect to the Background Technology necessary for OCI to use and otherwise exploit perpetually throughout the universe for all or any purposes whatsoever the Deliverables, to the same extent as if OCI owned the Background Technology, without incurring any fees or costs to Supplier (other than the Fees set forth herein) or any other person in respect of the Background Technology. In furtherance of the foregoing, such rights and licences shall: (a) be irrevocable, perpetual, fully paid-up, and royalty-free; (b) include the rights to use, reproduce, perform (publicly or otherwise), display (publicly or otherwise), modify, improve, create derivative works of, distribute, import, make, have made, sell, and offer to sell the Background Technology, including all such modifications, improvements, and derivative works thereof; and (c) be freely assignable and sublicensable. Supplier reserves all rights in the Background Technology not expressly granted to OCI herein.
- e. Approved Third-Party Materials. Supplier hereby grants, or prior to the delivery date for any Deliverables shall procure for OCI the grant of, such licensed rights in any approved Third-Party Materials set forth in the SOW. Except as provided otherwise in Exhibit A, Supplier shall secure, at its sole cost and expense, all necessary rights, licences, consents, approvals, and authorizations necessary for OCI to use, perpetually and throughout

the universe, all approved Third-Party Materials as incorporated in or otherwise used in conjunction with Deliverables as specified in this Agreement

## **12. Compliance with Laws**

- a. The Supplier agrees to conduct its business and activities and to perform its obligations under this Agreement in compliance with all Applicable Laws. For the purposes hereof, "Applicable Laws" means any law, statute, by-law, ordinance, decree, requirement, directive, order, judgment, license, permit, code or regulation having the force of law, and any applicable determination, interpretation, ruling, order or decree, of any governmental authority or arbitrator, which is legally binding at such time.
- b. In addition to the general requirement above to comply with Applicable Laws, the Supplier agrees that it will observe and meet the accessibility and non-discrimination provisions of the Canada Anti-Spam Legislation, Personal Information Protection and Electronics Documents Act, and, where applicable, Personal Health Information Protection Act and Freedom of Information and Protection of Privacy Act. Accessibility For Ontarians with Disabilities Act and the Ontario Human Rights Code (whether or not the Supplier is required under the terms of such legislation to comply) in the treatment of its personnel and the public in the conduct of its operations, the provision of any services and the performance of its obligations under this Agreement. Costs and expenses incurred as a result of such obligations are solely those of the Supplier and should be considered and, where appropriate, included in any budget with respect to the performance of its obligations under this Agreement.

## **13. Supplier Representations Management.** Supplier represents and warrants that:

- a. the execution and delivery of this Agreement by the Supplier, and the carrying out by it of all of the activities as contemplated hereby by the Supplier, have been duly authorized by all requisite corporate action;
- b. the Supplier has full power to execute and deliver this Agreement and to perform their obligations hereunder
- c. this Agreement constitutes a legally binding obligation of the Supplier, enforceable against it in accordance with its terms;
- d. it shall comply with all obligations under this Agreement;
- e. the Services will be performed in a professional and workmanlike manner in accordance with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience, and qualifications;
- f. it is in compliance with, and will perform all Services in compliance with, all applicable laws;
- g. OCI will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind;
- h. OCI's use of the Deliverables as permitted by this Agreement: (i) do not and will not infringe any third party's Intellectual Property Rights or violate any moral rights, rights of publicity or privacy, or other third-party right; (ii) do not and will not violate any applicable laws; (iii) do not contain any Third-Party Materials or open-source code other than as approved in writing by OCI; and (v) will not require any consents from, or payments to, any third party by Supplier grant of rights to OCI hereunder or by OCI's exercise of such rights;
- i. no Deliverables contain any virus or other malicious code; and
- j. all Deliverables, excluding OCI Materials and Third-Party Materials, is or will be the original creation of Supplier.

[Signature Page Follows]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the

**ONTARIO CENTRE OF INNOVATION**

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Name:

Title:

I have authority to bind the Corporation.

**[Supplier]**

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Name:

Title:

I have authority to bind the Corporation.

## SCHEDULE "A" DEFINITIONS

**"Agreement"** means the agreement to which this Schedule is attached and includes all schedules attached thereto, which Schedules form an integral part of this Agreement.

**"Agreement Duration Period"** means the period of time approved by OCI for the completion of the applicable SOW following the Start Date.

**"Background Technology"** means all software content, data, know-how, ideas, methodologies, specifications, and other technology in which Supplier owns such Intellectual Property Rights as are necessary for Supplier to grant the rights and licences set forth in this Agreement, and for OCI (including its licensees, successors, and assigns) to exercise such rights and licences, without violating any right of any third party or any applicable law, or incurring any payment obligation to any third party, and that: (a) are identified as background technology in the SOW; and (b) were or are developed or otherwise acquired by Supplier prior to the Start Date.

**"Confidential Information"** means the confidential business or technical information of a Party that is identified in writing by that Party at the time of its disclosure or identified orally as such by that Party at the time of its disclosure and minuted and confirmed in writing within two weeks of the oral identification.

**"Deliverables"** means all content, documents, data, know-how, methodologies, specifications, software, and other materials that Supplier provides or is required to deliver to OCI under this Agreement.

**"OCI Materials"** means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content, and technology, in any form or media, directly or indirectly provided or made available to Supplier by or on behalf of OCI in connection with this Agreement, whether or not the same: (a) are owned by OCI, a third party, or in the public domain; or (b) qualify for or are protected by any Intellectual Property Rights.

**"End Date"** has the meaning given to this term in Section 5 of the main body of this Agreement.

**"Intellectual Property Rights"** means any and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

**"Milestones"** means the objectives to be achieved during the course of, and upon completion of, the provision of the Services and/or Deliverables, which are set out in the SOW.

**"OCI"** has the meaning given to this term on page 1 of the main body of this Agreement.

**"Services"** means the services to be provided by the Supplier to OCI as set out in the SOW.

**"Schedules"** means the schedules identified in Section 3 of the main body of this Agreement attached to and/or delivered with this Agreement.

**"SOW"** means the statement of work issued by the Supplier and accepted by OCI setting out the scope of Services and Deliverables to be provided and Fees associated therewith that is attached hereto as Schedule "C".

**"Start Date"** means the SOW activation date set by OCI.

**"Term"** has the meaning given to this term in Section 5 of the main body of this Agreement.

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"**Third-Party Materials**" means those third-party software products, content, and other materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, music, photographs, artwork, graphics, and technology, in any form or media, in which any Person, other than OCI or Supplier owns any Intellectual Property Right.

## SCHEDULE "B" GENERAL TERMS

1. **Obligations upon Termination.** Notwithstanding the termination or expiry of this Agreement, Sections 9, 10, 11 and 12 of the main body of this Agreement and these General Terms shall survive termination or expiration of the Agreement.
2. **Non Waiver.** Except as otherwise expressly provided herein, the failure of any Party to exercise its rights herein upon the occurrence of any breach by any other Party of its obligations will not in any event constitute a waiver of such rights.
3. **Assignment and Enurement.** This Agreement and all its rights and privileges hereunder may not be assigned by any Party without the prior written consent of all other Parties, which consent shall not be unreasonably withheld. This Agreement and everything herein contained will inure to the benefit of and be binding upon each of the Parties hereto and upon their respective heirs, estate trustees, personal representatives, successors and permitted assigns.
4. **Choice of Law.** This Agreement will be governed by and construed in accordance with the laws in force in the Province of Ontario and the laws of Canada applicable therein, without recourse to their rules on conflicts of laws.
5. **Relationship.** The Parties' relationship under this Agreement is one of independent contractors and the Parties are not, will not be considered to be, and will not represent themselves to be, joint venturers, partners or agents of each other. Supplier shall control the conditions, time, details, and means by which Supplier performs the Services and provide the Deliverables. OCI shall have the right to inspect the work of Supplier as it progresses solely for the purpose of determining whether the work is completed according to this Agreement. Supplier has no authority to commit, act for or on behalf of OCI, or to bind OCI to any obligation or liability. OCI shall have no liability or responsibility for withholding or remitting any income, payroll, or other federal or provincial taxes, including employment insurance remittances, Canada Pension Plan contributions or employer health tax, or worker's compensation insurance premiums for Supplier and Supplier's personnel. Supplier is responsible for these withholding, remitting, and registration obligations, and shall indemnify OCI from and against any order, penalty, interest, taxes, or contributions that may be assessed against OCI due to the failure or delay of Supplier to make any such withholdings, remittances, or registration, or to file any information required by any law.
6. **Time of the Essence.** Time is of the essence of this Agreement and of each and every term and condition hereof.
7. **Entire Agreement.** This Agreement and the documents referenced herein constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions with respect to the subject matter hereof whether oral or written.
8. **Notice.** All notices hereunder shall be in writing and shall be duly given if delivered personally or sent by registered mail, return receipt requested, or e-mailed or faxed to the respective addresses of the Parties as follows:

to OCI:

Ontario Centre of Innovation

325 Front St. W., Suite 300

Toronto, ON M5V 2Y1

Attention: Finance Department

Fax: 416-861-1092

E-mail: [project-administration@oc-innovation.ca](mailto:project-administration@oc-innovation.ca)

to Supplier(s):

Any notice given by registered mail shall be deemed to have been received by the parties to whom the same is addressed on the fifth (5th) business day following the day upon which such notice has been deposited in a post office with postage and cost of registration prepaid. Any notice delivered personally or given by e-mail or by fax shall be deemed to have been received by the Party to whom such notice is so delivered on the following business day.



9. **Confidentiality.** A Party may disclose Confidential Information to other Party to facilitate work under this Agreement. Each Party agrees that such information will be safeguarded and only disclosed to persons with a need to know it within the receiving Party. All Parties will take such steps as a reasonably prudent commercial enterprise would take to protect such information from disclosure to third parties not bound by relevant nondisclosure agreements.

The obligation to keep Confidential Information confidential will not apply to information which:

- a. is already known at the time of disclosure to the Party to whom it is disclosed and that Party can prove by written records that it is already known;
- b. is or becomes part of public domain without material breach of this Agreement by the Party seeking to rely on this exclusion;
- c. is obtained from third parties which impose no related confidentiality obligations on the disclosing Party;
- d. is authorized for release by the disclosing Party; or
- e. is required to be disclosed by law or order of a court, governmental tribunal or governmental agency or in the case of OCI, by written agreement of OCI with the Government of Ontario (or any of its Ministries or representatives), but the Party subject to such requirement will promptly notify the disclosing Party and give the disclosing Party a reasonable opportunity to seek a confidentiality order or the like.

These obligations of confidentiality and non-disclosure shall apply upon execution of this Agreement and continue for a period of seven (7) years following the end of the Agreement Duration Period except with respect to trade secrets and personal information which shall survive indefinitely unless and until the same fall under b. or e. above;

10. **Insurance.** During the Term and for a period of 2 years after expiration or termination of this Agreement for any reason, Supplier shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$1,00,000 per occurrence \$2,000,000 in the, which policy will include contractual liability coverage insuring the activities of Supplier under this Agreement. Supplier shall provide OCI with 60 days' advance written notice in the event of a cancellation or material change in Supplier insurance policy.

11. **Communications.**

- a. Supplier agrees to:
  - i. provide at least twenty-one (21) working days notice to OCI of any major, planned announcements (press releases, awards, advertisements, etc.) with respect to this Agreement, and agrees that OCI may provide this information to the Government of Ontario;
  - ii. obtain OCI's prior approval before making any such announcements and permit OCI and the Government of Ontario to participate in the announcement or event at its option; and
  - iii. respond to requests by OCI or the Government of Ontario for related information as soon as possible.
- b. At OCI's request, Supplier will cooperate with OCI, provide OCI with reasonably necessary documentary assurances, and take reasonable steps to participate in, OCI's publicizing the engagement of the Supplier under this Agreement. The immediately preceding sentence will not require the Supplier to take any actions that would reasonably be expected to negatively and materially impact that Party's competitive advantage as currently utilized by that Party in the Ontario marketplace.

12. **Force Majeure.** In the event that any Party is prevented or delayed from fulfilling any of its obligations herein by Acts of God, war, terrorism, strikes, riots, storms, fires, floods, epidemics, governmental orders or governmental restrictions, then that Party will be excused from such performance to the extent that it is necessarily prevented or delayed during the continuance of such happening or event, but financial payment obligations which have accrued prior to, or after, such cause will not be so excused.
13. **Record Keeping and Audits.** Supplier shall account for the Fees and their use and shall keep good and valid records of such accounts in accordance with GAAP at all times. Supplier shall make such records, and all related books, payrolls, accounts, invoices, receipts and other vouchers, available, at all times upon reasonable notice, to OCI, the government of Ontario and their agents (including Ontario's Provincial Auditor) for inspection, auditing and the making of copies thereof. Such records shall be maintained by Supplier for a period of time no less than four years beyond the expiration of the Term. OCI has the right, at Supplier's expense, to audit and verify Supplier's compliance with the terms of this Agreement, including requiring the Supplier to provide a written report prepared by an independent auditor, acceptable to OCI, verifying Supplier's the use of any amounts made available by OCI to Supplier pursuant to the terms of this Agreement. Supplier must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification. If, consistent with the results of an audit conducted in accordance with this Section 13 or if OCI otherwise determines that the amounts provided by OCI to Supplier are being used in contravention of this Agreement including, but not limited to, the terms of the SOW, the Supplier shall immediately return all amounts paid to Supplier by OCI. The amount outstanding shall be deemed to be a debt due and owing to OCI by the Supplier and OCI may, in addition to any rights contained in this Agreement, immediately terminate this Agreement upon written notice to Supplier.
14. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. For all purposes of this Agreement and all other documents contemplated hereby, the signature of any Party, evidenced by a telecopy showing such signature or other electronically transmitted version of such signature (including by way of PDF), shall constitute conclusive proof for all purposes of the signature of such Party to such document, to the same extent and in all respects as a copy of such document showing the original signature of such Party.

## SCHEDULE “C” SOW

### Scope of Services and Deliverables

Under the Content Partnerships Program, selected institutions will provide digestible, short-term micro credentials (120 hours or less), directly related to upskilling experienced members of the automotive and mobility workforce, resulting in a digital badge, certificate, or other industry-recognized credential. This platform will be free to use for the members of Ontario’s automotive and mobility workforce.

- The curriculum must be developed in response to the automotive and mobility industry’s skills gaps and workforce needs.
- Micro-credentials developed through this program must be vetted by industry therefore, applicants are asked to conduct a survey with their industry partner(s) to demonstrate that the content and the approach to content development is valid and high impact (i.e., High number of users will register to take the micro-credential). Please describe in detail how else you plan to validate the content with industry and what your approach will be.
- Content must be developed and provided to OVIN within 6 months, to allow time for transfer and integration within the Upskilling Platform.
- Programs must demonstrate commitment to Equity, Diversity and Inclusion (EDI). This includes:
  - Considering different user accessibility needs
  - Considering a variety of user learning styles
  - The diversity of backgrounds and expertise of those developing the content.
  - Integrating OVIN’s EDI objectives, as outlined in the Talent Strategy Roadmap, and promoting EDI throughout content materials and recruitment of users.
- Applicants are encouraged to conduct an environmental scan of existing programs related to the automotive and mobility sector and demonstrate their understanding of the other players in the province, to identify potential partners.
- Micro-credentials delivered through this program must directly provide learners with knowledge, skills, training and engagement opportunities that reflect the needs of the rapidly evolving automotive and mobility sector. Review OVIN’s updated Labour Market Data to learn more about which skills would allow learners to succeed in future careers in the sector. Programs must leverage OVIN’s Talent Strategy & Roadmap and labour market research to help inform program design to help inform program design
- The micro-credentials developed under the Content Partnerships Program should benefit a multitude of users across the automotive and mobility sector.
  - Specialized micro-credential(s) developed solely for the individual use of one industry organization are not eligible.
- Proposals must ensure that the micro-credential being developed will have an impact on Ontario’s automotive and mobility workforce to demonstrate the industry need, using research and data to outline the number of employees who will require upskilling in the specific subject-matter being proposed.

### Key Activities

Successful applicants will work with OVIN’s Skills, Talent & Workforce Development Project Lead, OVIN’s technical team and the vendor that is developing the Upskilling Platform to ensure the applicant’s content is compatible with the platform and consult directly with industry to design automotive and mobility upskilling micro-credentials, while improving Equity, Diversity, and Inclusion (EDI) in the sector.

To ensure the platform addresses accessibility needs, content will be:

- **AODA Compliant:** Ensures that content is meeting or exceeding AODA standards and other accessibility standards for online learning (ex: transcripts, screen reader accessibility, audio, subtitles, etc.).
- **Asynchronous:** Asynchronous learning allows users to access courses on their own time and at their own pace, with more time to digest the session content if needed.
- **Virtual:** Online courses provide greater flexibility, especially for those wishing to advance their skillsets while working.
- **Short-term** (120 hours or less): Limits the duration of course content and intersperses segments with short activities that help users process new knowledge, make connections to other concepts, apply an idea, or make notes in response to prompts or questions.

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- **Engaging:** Ensure there is a mechanism for users to remain engaged with the content, like gamified and dynamic features throughout the micro-credential(s).
- **Diverse:** Ensure there is variety in the types of content pieces that are being offered. Where possible, micro-credentials will also be available in French.
- **Certified:** Course completion recognition certifications will include both applicant institution branding and OVIN branding, under a prescribed format.

## Project Reporting

Only eligible expenses will be reimbursed to successful applicants. (Please refer to the Eligible Expenses guidelines document).

- OCI will start disbursing approved funding to the successful applicant after the OCI funding agreement has been executed by all parties, based on milestone activities.
- Payments include one 10% advanced payment and two subsequent payments of 45%, that will be released upon receipt and approval of one interim progress report and one final report (refer to Project Reporting below). The reports should describe the status of program milestones and financial spending. All reports must be accompanied by the receipts of expenses incurred towards the program, and attestation from the institution regarding the use of funds.

Completion of all required reports is a contractual obligation to receive funding from OCI. The applicant will be responsible for collecting progress, financial and program data from all project industry partners and providing reports to OCI. Applicants must retain all proof of purchase, receipts, and other relevant documentation relating to eligible expenses. The applicant must also provide attestations to OCI to confirm receipt of in-kind matching funds from each industry partner. Funds released to the applicant will be dependent on allocation of expenditures and matching contributions received at the time of reporting.

The applicant will receive notification and a link from OCI's AccessOCI system to submit progress, metrics, and financial reports. The reports must be approved by OCI for the release of subsequent funding tranches.

**The Program requires 2 types of reports: Expense Reports and Project Reports.**

## Type of Reporting

### A. Expense Reports

#### **1. Interim Progress Report:**

The Interim Progress report will include: i) total expenditures of OCI project funding; ii) total industry in-kind contributions; iii) data on respective audience segments and partners iv) micro-credential development progress, and any other relevant information outlined by OCI. This report will be provided after the first 2 months.

#### **2. Final Report:**

a. Forty-five days prior to the scheduled final overall project completion date, the applicant will receive a notification to complete the final project report.

b. The final project report will encompass progress, financials, and metrics. These reports must be received and approved by OCI within 30 days of project completion (\*completion of ALL projects).

c. When the reports have been approved, the applicant will be required to complete an attestation of the use of funds to close the project. OCI may also request proof of expenditure.

d. All required final reports must be submitted within 30 days of the overall project completion to release the holdback and maintain good financial standing with OCI.

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## B. Project Reports

A major component of OVIN is the generation and analysis of data and information to support Ontario's automotive and mobility ecosystem (e.g., governments, broader public-sector organizations, industry, post-secondary institutions, transportation authorities, etc.).

OCI will not be collecting, analyzing, or otherwise handling and disseminating data and information considered by applicants to be proprietary, commercially sensitive, or publicly sensitive. OCI will work with successful applicants to ensure that the collection of information reflects specific project design or business needs and supports their interests.

Reporting instructions and templates will be sent to successful parties at the time of reporting. Reports must be received and approved by OCI prior to the release of funds for eligible claims. Details of the project reporting can be found at the link below.

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