## Summary Terms and Conditions of the Ontario Transfer Payment Agreement between the Government of Ontario, Toronto Atmospheric Fund and the City of Toronto

Date:	September 07, 2016
То:	Executive Committee
From:	City Manager

## **CONFIDENTIAL INFORMATION**

The following provides a summary of the terms and conditions of the current draft Transfer Payment Agreement concerning the Province of Ontario's provision of a \$17 million endowment to the Toronto Atmospheric Fund.

## COMPONENTS OF THE ENTIRE AGREEMENT ARE:

Cover Agreement	
Schedule "A" -	General Terms and Conditions
Schedule "B" -	Project Specific Information
Schedule "C" -	Project Description and Timelines
Schedule "D" -	Eligible Expenses
Schedule "E" -	Payment Plan
Schedule "F" -	Reporting

**CONSIDERATION:** Acknowledgement of mutual covenants and agreements contained in the Agreement

SIGNATURE PAGE: Sets out specific signing officials

**COUNTERPARTS:** Government of Ontario (Ministry of Municipal Affairs), City of Toronto and Toronto Atmospheric Fund

## ACKNOWLEDGEMENT: The Recipient

- (a) acknowledges that it has read and understand the entire agreement
- (b) agrees to be bound by the terms and conditions in the agreement

**AMENDING THE AGREEMENT:** Agreement may only be amended by a written agreement duly executed by all the Parties (City of Toronto, Government of Ontario, and Toronto Atmospheric Fund)

Summary Terms and Conditions of Current Draft of the Transfer Payment Agreement		
Section	Title	High Level Description
Cover Ag	reement	
Schedule	A: General Terms and Cor	nditions
1.0	INTERPRETATION AND DEFINITIONS	Key terms defined
2.0	REPRESENTATIONS, W	ARRANTIES AND COVENANTS
2.1 2.2 2.3 2.4	General Execution of Agreement Governance Supporting Documentation	<ul> <li>Requires assurance that TAF will continue to have full powers and authorities to carry out its obligations under the Agreement</li> <li>Will maintain capacity</li> <li>Will comply with applicable federal, provincial and municipal laws related to the provincial endowment;</li> <li>Provide true and accurate information</li> <li>Confirmation of authority to enter into and execute the Agreement</li> <li>Governance: assurance of code of conduct; decision-making mechanisms and procedures to manage effectively and deliver required reports.</li> </ul>
3.0	TERM OF THE AGREEMENT	Until terminated based on Provincial termination rights; initial 7-year review; subsequent 5-year reviews
4.0	FUNDS AND CARRYING OUT THE PROJECT	
4.1	Funds Provided	<ul> <li>Funds provided to TAF for the purpose of carrying out the Project</li> <li>Province will deposit Funds into a separate TAF account at a Canadian Institution</li> </ul>

-	Summary Terms and Conditions of Current Draft of the Transfer Payment Agreement		
Section	Title	High Level Description	
4.2	Limitation on Payment of Funds	<ul> <li>Province not obligated to provide the Funds until satisfied with the progress of the Project</li> <li>Proof of required insurance</li> <li>Amount of Funds may be adjusted if default or lack of appropriation of funds</li> </ul>	
4.3	Use of Funds and Proceeds	<ul> <li>Recipient will</li> <li>Carry out the Project in the accordance with the terms and conditions of the Agreement</li> <li>Use the Funds only for the purposes specified</li> <li>Ensure any Proceeds distributed to third parties are covered by an agreement (including reports from third parties on distribution of proceeds and interest earned, ability to demand return of Funds, Funds deposited by third party into separate account at Canadian financial institution)</li> </ul>	
4.4	Province's Role Limited to Providing Funds	Province is funder only for the purpose of carrying out the project, and the Province is not responsible for carrying out the Project	
4.5	No Changes	<ul> <li>Project changes only with written provincial consent</li> </ul>	
4.6	Proceeds	Use Funds Proceeds for Project and eligible expenses for the Project only	
4.7	Maximum Funds	The Recipient acknowledges that the Funds provided will not exceed	

	Terms and Conditions o Payment Agreement	f Current Draft of the
Section	Title	High Level Description
		Maximum Funds
4.8	Rebates, Credits and Refunds	Rebates, credits and refunds deemed part of Proceeds and used for Project and eligible expenses
4.9	Funding not Procurement	<ul> <li>TAF funding, TAF not providing goods or services to Province</li> <li>Public Sector Salary Disclosure Act applies to funding</li> </ul>
5.0	RECIPIENT'S ACQUIS	ITION OF GOODS OR SERVICES, AND S
5.1	Acquisition	Requires best value for money; Comply, if applicable, with the BPSAA.
5.2	Disposal	<ul> <li>Limits value of assets (except for investments) disposed of to \$15,000 without prior consent from the province, and add any amounts realized to the Funds</li> <li>If asset acquired jointly with City Endowment, they are accounted for proportionately based on the level of contribution from each fund.</li> </ul>
6.0	CONFLICT OF INTEREST	Conflict defined and prohibited.
7.0	REPORTING, ACCOUNTING AND REVIEW	
7.1	Preparation and Submission	TAF submit complete, timely mandated reports, signed by authorized officers.
7.2	Record Maintenance	Keep and maintain financial records relating to the provincial Funds in accordance with generally accepted accounting principles; keep/maintain other records.
7.3	Inspection	Provincial representative /auditor has rights to records and can investigate and audit use of Funds.

-	Terms and Conditions of Payment Agreement	Current Draft of the
Section	Title	High Level Description
7.4	Disclosure	Disclose any information necessary for inspection related to the Provincial Fund.
7.5	No Control of Records	Province has no control of Recipient's records.
7.6	Auditor General	Province's rights in addition to those of Auditor General of Ontario
8.0	COMMUNICATIONS REQUIREMENTS	TAF to Acknowledge province's support
8.2	Publication	Where views expressed indicate not views of Province
8.3	Open Data	Province may release information related to TAF, the Funds and projects
8.4	Announcements and	Province will lead discussions,
	Communications	announcements on endowment
<b>9.0</b> , 9.1	FURTHER	There may be additional provisions on the
	CONDITIONS	agreement of the Parties
10.0	FREEDOM OF INFORM	ATION AND PROTECTION OF PRIVACY
10.1	FIPPA	Province bound by FIPPA
10.2	MFIPPA	City and TAF bound by MFIPPA
11.0	INDEMNITY	
11.1	Indemnification	The Recipient agrees to indemnify the Province and City against any liability arising in connection with the Project (City also added as additional insured under the Agreement)
11.2	Recipient's Participation	TAF to participate in defence
11.3	Province's Election	Province may conduct defence in the of any proceeding related to the Project

-	Terms and Conditions of Payment Agreement	Current Draft of the
Section	Title	High Level Description
11.4	Settlement Authority	Settlement only upon provincial approval
11.5	Recipient's Co- operation	TAF assist the province in the event it conducts the defence in any proceeding related to the Project
12.0	INSURANCE	
12.1	Recipient's Insurance	<ul> <li>Requirements for the Recipient to secure insurance at its own cost and from insurers having an A.M. Best rating of B+ or greater, or the equivalent, including the following provisions:</li> <li>Policy includes the Indemnified Parties and the City as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement</li> <li>A cross-liability clause</li> <li>Contractual liability coverage; and</li> <li>A 30-day written notice of cancellation.</li> </ul>
12.2	Proof of Insurance	Requirement for the Recipient to provide the Province and the City with certificates of insurance that confirms the insurance coverage in 12.1.
13.0	TERMINATION ON NOTICE	
13.1	Termination on Notice	Province may terminate Agreement with liability or penalty 30 days' notice
13.2	Consequences of Termination by the Province	Province may cancel funding, demand repayment remaining in the possession and under the control of the Recipient, determine and award reasonable costs for the Recipient for wind down
14.0	TERMINATION WHERE	
14.1	Termination Where no Appropriation	Province may terminate without penalty if no funds

Summary Terms and Conditions of Current Draft of the Transfer Payment Agreement		
Section	Title	High Level Description
44.0	Canadanaa af	
14.2	Consequences of	Province may cancel funding, demand
	Termination Where No	repayment remaining in the possession and under the control of the Recipient, determine
	Appropriation	and award reasonable costs for the
		Recipient for wind down
15.0	EVENT OF DEFAULT	
10.0	FOR DEFAULT	
15.1	Events of Default	Default event occurs on: breach by the
		Recipient regarding carrying out of
		programs relating to the Fund, use of Funds,
		provision of reports, or operations,
		insolvency
15.2	Notice	Notice of opportunity to remedy default
15.3	Consequences of	Variety of alternative actions available to
	Events of Default and	the Province following the notice period for
	Corrective Action	corrective action including termination of
		Agreement and repayment of funds
15.4	Recipient not	Notice period may be extended or Province
	Remedying	initiate actions in 15.3
15.5	When Termination	Effective as set out in notice
	Effective	
15.6	Assignment	If demand for repayment by the Province of
		funds in an investment arrangement, the
		Recipient will arrange for assignment to
		province's Minister of Finance
16.0	REPAYMENT	
16.1	Repayment of	Province may deduct from outstanding
	Overpayment	funding or demand repayment
16.2	Debt Due	All Funds and Proceeds due upon demand
16.3	Interest Rate	Province may charge interest on moneys owing

Section	Payment Agreement	High Level Description
16.4	Payment of Money to	Payments made to the Ontario Minister of
10.4	Province	Finance
16.5	Failure to Repay	Province may deduct from any moneys payable to the Recipient
17.0	NOTICE	
17.1	Notice in Writing and Addressed	Methods of mailing and delivery according to Schedule B (specific officials)
17.2	Notice Given	Notice deemed to have been given in accordance with method of delivery
18.0	CONSENT BYPROVING	CE AND COMPLIANCE BY RECIPIENT
18.1	Consent	Province may impose conditions when giving consent
19.0	SEVERABILITY OF PROVISIONS	
19.1	Invalidity or Unenforceability of Any Provision	Invalid provisions do not affect the validity of other provisions
20.0	WAIVER	
20.1	Waivers in Writing	Waivers of terms only provided in writing
21.0	INDEPENDENT PARTIE	
21.1	Parties Independent	Recipient of Funds not an agent, partner, joint venturer or employee of the Province
22.0	ASSIGNMENT OF AGREEMENT OR FUNDS	
22.1	No Assignment	No assignment without consent of the Province
22.2	Agreement Binding	Agreement binding on Parties and their successors
23.0	GOVERNING LAW	
23.1	Governing Law	Agreement governed by applicable federal and provincial laws

Summary Terms and Conditions of Current Draft of the Transfer Payment Agreement		
Section	Title	High Level Description
24.0	FURTHER ASSURANCES	
24.1	Agreement into Effect	Recipient agrees to provide further assurance as may be required with respect to the Agreement
25.0	JOINT AND SEVERAL L	
25.1	Joint and Several Liability	Where the Recipient is comprised of more than one entity, they are jointly and severally liable
26.0	RIGHTS AND REMEDIES	
26.1	Rights and Remedies Cumulative	Rights and remedies in the Agreement are in addition to any rights provided by law
27.0	ACKNOWLEDGEMENT OF OTHER LEGISLATION AND DIRECTIVES	
27.1	Recipient Acknowledges	• Acknowledgement that the Recipient may become subject to, and will comply with, applicable legislation by receiving provincial funds ( <i>Broader Public Sector</i> <i>Accountability Act</i> (BPSAA), Auditor General of Ontario Act, Public Sector Salary Disclosure Act, etc.)
		<ul> <li>(NB: the report recommends a request to the Province for a regulation that would exempt TAF from BPSAA since TAF currently has a robust accountability framework).</li> </ul>
28.0	FAILURE TO COMPLY WITH OTHER AGREEMENTS	
28.1	Other Agreements	Province may suspend funds if breach of other agreements with the Province
29.0	SURVIVAL	Certain Articles and sections are in force seven years after expiry or termination of the Agreement
30.0	ACCESSIBILITY	·
30.1	Meetings and Events	In using the Funds, the Recipient will

	y Terms and Conditions of	Current Draft of the
Transfer Section	Payment Agreement	High Loval Decorintion
Section	The	High Level Description
		consider accessibility needs of attendees with disabilities
31.0	ENVIRONMENTAL INIT	
<u>31.0</u> 31.1	_	
31.1	Printing	In using the Funds use best efforts to minimise printing; purchase paper from
		environmentally responsible sources.
32.0		TION AND PARTICIPATION OF MINORS
<u>32.0</u> 32.1	Permissions	
32.1	Permissions	Seek appropriate permissions when disclosing personal information about
32.2	Consent of Legal	individuals including minors Recipient obtain consent of legal guardian
32.2	Guardian	when a minor is participating in any project
	Guardian	using the Funds
33.0	LIMIT OF LIABILITY	using the Funds
33.0		
33.1	Limitation of Liability	Province not liable unless damages solely
		caused by negligence of the Province
34.0	CITY MATTERS	
34.1	Custody	Funds held in custody of the City and
•		according to TAF Act
34.2	Audit	City provide a copy of any audit of the
		Recipient to the Province
Schedul	e B: Project Specific Inform	ation
Ochedar		
	Funds	\$17 million
	Amount for purpose of	\$15,000
	disposition limit without	+·-,- <b>-</b>
	consent	
	Contact Information	Specific Officials and contact information
Schedul	e C: Project Description an	designated
Schedul		designated

	Terms and Conditions of Payment Agreement	Current Draft of the
Section	Title	High Level Description
		TAF, the TAF Act, the TAF-City relationship Framework, City Council authority regarding the TAF Board and its appointments, and TAF's objects under the TAF Act, etc.
C.2.0	PROJECT OBJECTIVE	Expand TAF's scope and mandate to the GTHA to build capacity for urban GHG emission reductions
C3.0	SCOPE OF PROJECT	Sets out purpose, objectives and scope for use of the funds
C.3.1		"Program" defined as an activity using the Proceeds of investment from the Funds according to the Agreement
C.3.2		Authorizes Investment of the Funds and use of the Proceeds to provide financial support for Grants and Programs across GTHA
C.3.3		<ul> <li>TAF to Work across the GTHA to promote global climate stabilization through GHG reduction via:</li> <li>Public education</li> <li>Scientific research</li> <li>Technology development</li> <li>Energy conservation / efficiency</li> <li>Creation/preservation of carbon sinks</li> <li>Support funding for grants, programs and direct investments related to the Agreement</li> </ul>
C.3.4		<ul> <li>Account for funds separately from other funds held by the Recipient and separate apart from the City Endowment</li> <li>However, the Recipient and Treasurer may co-mingle funds for the purpose of investment</li> <li>Separate according records maintained for both the City Endowment and the provincial Fund</li> </ul>
C.3.5		Recipient may not pledge the Funds as security for any financial transaction without written consent of the Province
C.3.6		Sections 27-31 of the <i>Trustee Act</i> applies to

	Terms and Condi Payment Agreeme	tions of Current Draft of the nt
Section	Title	High Level Description
		TAF, with necessary modifications (as set
		out in the TAF Act)
C.3.7		To better reflect the scope of TAF in the
		GTHA, it will use the operating name "The
		Atmospheric Fund"
C.4.0	USE OF THE PI	ROCEEDS
C.4.1		Use Proceeds to expand the TAF's
		geographic scope to the GTHA to deliver on
		TAF's objects (see 3.3) and
		Promote global climate
		<ul> <li>Provide support and funding for grants</li> </ul>
		and programs related to TAF's objects, in
		cooperation with non-government
		organizations, government, industries,
		corporations, official committees,
		neighbourhood organizations,
C.4.2		universities, public and private schools Provide information to the Province of
0.4.2		proposed grant approvals/denials at least 4
		days prior to Board meeting
C.4.3		No funding to entities that already received
0.4.0		funding from the Province for the same
		project related to climate change mitigation,
		without consent of the Province
C.4.4		Recipient may use a portion of the proceeds
		for Eligible Expenses specified in Schedule
		D (administration, business expenses, etc.)
C.4.5		Recipient may make Direct Investments as
		described in Schedule D

	Terms and Cond Payment Agreem	litions of Current Draft of the
Section	Title	High Level Description
C.4.6		<ul> <li>Recipient to establish a proportionality ratio of the Funds and the Proceeds, including the amounts allocated to the Recipient's Stabilization Fund compared to the City Endowment assets, within 60 days of execution of the agreement</li> <li>Ratio based on preceding year's audited financial statements</li> <li>The initial ratio developed within 30 days of the effective date of agreement based on an interim audit conducted by TAF's auditor</li> <li>Ratio to be applied to the Recipient's administrative costs as described in Schedule D up to April 31, 2017; thereafter proportionality ratio established from May 1 to April 31 and will be applied to administrative costs</li> </ul>
C.4.7		Except where confidential, the Recipient will make public to stakeholders the results of grants and programs supported by the Proceeds of the provincial Funds
C.4.8		Recipient will provide the Province with GHG quantification methodology
C.4.9		Recipient when making program allocation decisions using the provincial proceeds will have regard to general distribution of activities across the GTHA
C5.0	THE RECIPIEN	IT'S GRANT SELECTION PROCESS
C5.1		Expand TAF's grant criteria to refer to GTHA within 60 days of signing the Agreement
C5.2		Notify the Province when criteria are revised
C5.3		Recipient post grant funding criteria on web

-	Terms and Condit Payment Agreemer	ions of Current Draft of the nt
Section	Title	High Level Description
		site within 60 days of signing the Agreement
C5.4		Recipient when soliciting and making grants
		using the Proceeds will have regard to
		general distribution across the GTHA
C5.5		Location of grant applicants or local
		relevance to the proposed activities will be
		clearly indicated to the Grants and
		Programs Committee and the TAF Board
C.6.0	AUDITS	
C.6.1		If the Recipient conducts an audit of itself, it
		will give a copy of the audit to the Province
C.6.2		The Agreement is considered a document
		governing the granting of the Funds, in
		accordance with Section 14 of the TAF Act
		and the Province intention under Section
		14(3) of the TAF Act. (Note: TAF's authority
		to accept donations to be applied to
		purposes outside Toronto; document governing donation not to be contravened)
0.7.0		
C.7.0	THE GRANTS A	ND PROGRAMS STANDING COMMITTEE
C.7.1		Recipient, within 120 days of signing the
		Agreement, to amend the recruiting criteria
		for its Grants and Programs Standing
		Committee to require members with
		demonstrated expertise in developing and/ or implementing strategies or projects to
		achieve regional GHG emissions in the
		GTHA
C.7.2		Recipient within 120 days of signing the
		Agreement will amend the Terms of
		Reference of the Grants and Programs
		Standing Committee to ensure that between
		42.5% and 50% (note: i.e. would be 3 of 7 or
		4 of 9) of the membership have

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Section	Title	High Level Description
		demonstrated expertise in developing and or implementing strategies or projects which achieve GHG emissions in GTHA
C.7.3		Recipient within 150 days of signing the Agreement will ensure that between 42% and 50% of the Grants and Programs Committee consists of members with demonstrated expertise in developing and or implementing strategies or projects to achieve GHG emissions in GTHA
C.7.4		The Grants and Programs Committee will make recommendations to its Board on the requests for grant funding from the Proceeds of the provincial Fund
C.7.5		The Grants and Programs Committee will make recommendations to its Board on any program spending over \$25,000 from the Proceeds of the provincial Fund
C.7.6		Any program spending under \$25,000 from the Proceeds of the provincial Fund will be reported to and ratified by the Board
C.8.0	GRANT SOLICI	
C.8.1		The Recipient will design and implement a grant soliciting strategy to promote the availability of funding to GTHA stakeholders; submit the strategy to Province within 180 days of signing the Agreement
C.8.2		Recipient to provide detailed annual report on implementation of the grant solicitation strategy with the express purpose of promoting the availability of the grant funds

Section	Payment Agreement	High Level Description
C.8.3		Recipient will use best efforts to ensure that in each 4-year period there are at least four grant applications proposing work that is either in or directly relevant to each regional or single-tier municipality in the GTHA
C.9.0	PERFORMANCE MEASU	JRES
	Capacity Building for GHG Emission Reduction Actions in the GTHA	Performance measures include provision of evidence of GHG reduction approaches, evidence of successful knowledge transfer, reported annually when available
	Achievement of GHG Emissions Reductions in the GTHA	Total direct GHG reductions from activities funded by grants, programs and direct investments from the provincial Fund reported annually using a base year of 2017
	Co-benefits of GHG Emission Reduction Actions in the GTHA	<ul> <li>Qualitative, and where available, quantitative assessment of co-benefits related to completed activities funded by the grants and programs</li> <li>Estimated amount of public and private financial capital mobilized towards GHG emissions reduction as a result of activities funded by the grants, programs and direct investments, reported annually</li> <li>Impact and nature of formal partnerships established to help achieve GHG emissions reduction objectives , reported annually</li> </ul>
	Fund Leveraging	Total public and private funds raised by the Recipient to support tis work towards climate action in the GTHA, reported annually

	Terms and Conditions of	of Current Draft of the
Section	Payment Agreement	High Level Description
	Regional Grant Solicitation Strategy	Distribution of Grant applicant organizations and the location and relevance of the proposed work throughout the GTHA, reported annually
Schedule	D: Eligible Expenses an	d Uses
D.1.0	ELIGIBLE USES OF T	HE FUND
D.1.1		<ul> <li>Recipient may use the Funds for:</li> <li>investing to generate a return and making direct investments</li> <li>paying the costs of investing the Funds (including financial institutions and third party investment advisors, but not including avoidable financial institution service fees or penalties</li> </ul>
D.2.0	ELIGIBLE EXPENSES	FOR THE PROCEEDS FROM THE FUNDS
D.2.1		<ul> <li>Recipient may use the Proceeds from the Funds to pay specific costs that are directly related to the Project:</li> <li>Grants in GTHA</li> <li>Programs (program-related staffing which may include: <ul> <li>Program design and management</li> <li>Research</li> <li>Communications</li> <li>Knowledge transfer</li> <li>Partnership development</li> <li>Oversight of contracted program staff</li> <li>Program evaluation</li> <li>Reporting progress and results</li> </ul> </li> <li>Program-related consultant services, technical work related to analysis of GHG emission reduction potential of specific technologies, emission</li> </ul>

Section	Payment Agreemen	High Level Description
Dection		calculations and field pilots)
		<ul> <li>Program-related professional services,</li> </ul>
		<ul> <li>Program-related travel, hospitality,</li> </ul>
		accommodation and meal expenses
		<ul> <li>Stabilization Fund – for Proceeds in</li> </ul>
		excess of projection can be used to pay
		for Eligible Expenses in years where
		Proceeds are lower than projected
		Administration Costs – up to maximum of
		20% of TAF annual operating budget
		and Proceeds for administrative staff.
		Includes:
		<ul> <li>Staffing for administrative work</li> </ul>
		<ul> <li>Corporate communications</li> </ul>
		expenses
		<ul> <li>Local travel expenses</li> <li>Information technology and</li> </ul>
		<ul> <li>Information technology and communications</li> </ul>
		<ul> <li>Annual audit, accounting and tax</li> </ul>
		advice
		<ul> <li>Conferences, memberships, staff</li> </ul>
		training and professional
		development
		<ul> <li>Bank service charges</li> </ul>
		<ul> <li>Grant soliciting activities</li> </ul>
		<ul> <li>Fundraising costs related to</li> </ul>
		developing a business case or
		proposal (not including hospitality)
		<ul> <li>Premises expenses</li> <li>Covernance expenses</li> </ul>
		<ul> <li>Governance expenses (City reimburgable expenses) such as:</li> </ul>
		reimbursable expenses) such as: Clerk, legal, insurance fees
		<ul> <li>Office expenses including:</li> </ul>
		postage/copier, photocopying
		charge, office supplies
		The administrative costs covered by the
		Proceeds will be based on a
		proportionality ratio established annually
		between City and provincial Funds
D.3.0	COSTS ELIGIBL	E ONLY WITH THE EXPRESS WRITTEN CONSENT

	Terms and Conditions o Payment Agreement	f Current Draft of the
Section	Title	High Level Description
	OF THE PROVINCE	· · · ·
D.3.1		Recipient may use the Proceeds according to the purposes of the Agreement for the following with written consent of the Province:
		<ul> <li>Borrowing against or pledging the Funds</li> <li>Grants to a person or organization receiving funding from provincial programs for the same project</li> <li>Certain purchases or rental of equipment over \$25,000</li> </ul>
D.3.2		Written request for consent from the Province should provide sufficient description and rationale
D.3.3		Province will use best efforts to reply to requests for consent within 45 days for borrowing against the Fund
D.3.4		Province will use best efforts to reply to requests for consent within 45 days for grants to entities receiving provincial funds for the same project
D.3.5		Province will use best efforts to reply to requests for consent within 21 days for purchases and rentals over \$25,000
D.4.0	INELIGIBLE EXPENSE	S

Section	Payment Agreement Title	High Level Description
D.4.1	Ineligible expenses from the Funds or Proceeds of the Fund	<ul> <li>Fundraising (no fundraising for non-project funds; no fundraising through hospitality)</li> <li>Lobbying</li> <li>Non-project costs</li> <li>Pre-project costs (costs incurred prior to execution of the agreement)</li> <li>Refundable expenses (costs deemed ineligible)</li> <li>Existing overhead (fixed costs incurred prior to Agreement</li> <li>Costs deemed inappropriate by the Province for use of public funds</li> </ul>
Schedule	E: Payment Plan	
	Criteria:	Amount: Amount of \$17 Million transferred to TAF in
	Following Province's	one installment at the discretion of the
	execution of the Agreement	Province
Schedule	F: Reporting	
Name of	Reports:	
1	Quarterly Report(s)	Each year on:
		January 30
		April 30
		July 30     October 20
2	Annual Report	October 30     April 30 each year
£	(calendar year)	
3	Additional Funding	Upon receipt of notification of any additional
	Report(s)	funding
4	Final Report	On a date(s) specified by the Province
5	Reports as specified from time to time	To be specified
F.1.0.	REPORTS DUE DATE	

	Terms and Conditions of	f Current Draft of the
Transfer F Section	Payment Agreement	High Level Description
F.1.1.		Reporting period based on calendar year
F.1.2.		If due date fall on a non-business day the due date is deemed to be the next business day
F.1.3.		If due date of April 30 falls on a non- business date, the due date is deemed to be one business day prior to April 30
F.2.0.	REPORTING TEMPLAT	TES
F.2.1.		When reporting to the Province, report in a manner that satisfies the Province
F.3.0.	REPORT DETAILS	
F.3.1.	The Quarterly Report	<ul> <li>Will contain:</li> <li>an update on grants and programs allocations and investment using the Funds or Proceeds (allocations, grants denied with rationale, changes to grants, finding on grants and programs completed in previous quarter) and changes to Committee membership</li> <li>quarterly financial report</li> <li>assurance of compliance with the Agreement</li> <li>Expected deliverables</li> </ul>
F.3.2.	The Annual Report	Will contain: Most recent Audited Financial Statements including: investment outcomes, grants and programs spending ratios, summary report of grants and programs allocations, administrative performance (annual spending), staffing funded in whole or in part by Proceeds.
F.3.3.	Additional Funding Report	Will contain An accounting of any other funding received

Section	Title	High Level Description
		or to be received by the Recipient
F.3.4.	The Final Report	Will contain Actions undertaken in carrying out the Project and how they relate to the meeting of objectives, confirmation and compliance with terms and conditions of the Agreement, quantification of Greenhouse Gas Reductions as result of achieved outcomes
F.3.5.	Other Reports	The province will specify the timing and content as reasonably necessary