

CIRCULAR FOOD INNOVATORS FUND AGREEMENT
(the “Agreement”)

THIS AGREEMENT, is made as of [DAY] day of [MONTH], 202X (the “Effective Date”)

BETWEEN:

CITY OF TORONTO
(the “City”)

-and-

[LEGAL NAME OF RECIPIENT]
(the “Recipient”)

(collectively the “parties”)

BACKGROUND:

- A. At its meeting on December 13, 14, and 15, 2023 City Council adopted Item 2023.IE9.3 - Update and Action Plan on the Single-Use and Takeaway Items Reduction Strategy, including the Circular Food Innovators Fund, which included the creation of the Circular Food Innovators Fund to provide financial support to small businesses to develop new or enhanced reuse systems to support the reduction of single-use and takeaway items and help Toronto achieve a more circular food system (the “Circular Food Innovators Fund”).
- B. At its meeting on November 12, 13, and 14, 2025 City Council adopted Item IE25.1 – 10-Year Circular Economy Road Map, which included the implementation of a second intake period for Phase One of the Circular Food Innovators Fund, including the ability to receive additional funding for green workforce development projects.
- C. The City’s Environment, Climate and Forestry Division administers the Circular Food Innovators Fund, including the additional funding for green workforce development projects.
- D. The Recipient submitted an application to the Circular Food Innovators Fund requesting funding for a project called [NAME OF PROJECT], further described in Schedule A (Project Description), Schedule B (Project Plan), and Schedule C (Project Budget) (collectively the “Project”).
- E. The City has approved the Project for participation in the Circular Food Innovators Fund and agrees to grant the Recipient up to a maximum amount of \$[AMOUNT] in funding (the “Grant”), in accordance with the terms and conditions of this Agreement.

NOW THEREFORE the parties agree as follows:

1. DEFINITIONS

In this Agreement, these terms will have the following meanings:

“Agreement” means the agreement entered into between the City and the Recipient and includes all the schedules attached;

“Agreement Term” is as set out under Section 3.1 of the Agreement;

“Assets” means any property purchased by the Recipient with the Grant that can be sold for money;

“Business Day” means any day on which the administrative offices of the City are open;

“Collaborating Partner” means an organization or individual that will work with the Recipient to plan and deliver the Project;

“Eligible Costs” means expenses incurred by the Recipient for the Project for specific eligible costs under the Grant as set out under Schedule D (Eligible Costs);

“Grant” means the total funding being given to the Recipient to complete the Project;

“Partisan Political Activity” means an activity which directly or indirectly opposes or supports a specific political party, a candidate for election or an elected official;

“Project Budget” outlines the costs the Recipient proposes it will incur in order to complete the Project as set out in Schedule C (Project Budget) and may be amended from time to time upon approval of the City;

“Project Plan” is the plan that outlines what steps the Recipient, and any Collaborating Partners if applicable, will take to deliver the Project over the Project Term. The Project Plan is attached to Schedule B (Project Plan) and may be amended from time to time upon approval of the City; and

“Project Term” is as set out under Section 3.2 of the Agreement.

2. AGREEMENT DOCUMENTS AND ORDER OF PRIORITY

2.1. The following documents, including this Agreement and the Schedules to the Agreement, are incorporated into and form an integral part of the Agreement. If there is any conflict or disagreement between the various documents making up this Agreement, the documents shall govern in the following order of priority:

- (i) a written amendment to the Agreement, including any amendments or updates to the Project Plan (Schedule B) and the Project Budget (Schedule C) submitted with any report to and approved by the City. The amendment bearing the later date will have priority;
- (ii) this signed Agreement, excluding the Schedules;
- (iii) Schedule A – Project Description;
- (iv) Schedule B – Project Plan;

- (v) Schedule C – Project Budget;
- (vi) Schedule D – Eligible Costs;
- (vii) Schedule E – Payment Schedule;
- (viii) Schedule F – Reporting Requirements;
- (ix) Schedule G – Project Schedule;
- (x) Schedule H – Recognition Guidelines; and
- (xi) Schedule I – Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy.

2.2. This Agreement, including the Schedules incorporated into it, either by reference or attached, constitute the entire agreement between the parties with respect to the subject matter under the Agreement and all other prior agreements, representations, statements, negotiations, and undertakings with respect to such subject matter are superseded by this Agreement.

3. TERM

- 3.1. **Agreement Term:** The term of this Agreement will commence on the **Effective Date and will terminate 1 year after the end of the Project Term [MONTH DAY YEAR]**, unless terminated earlier in accordance with the provisions of this Agreement.
- 3.2. **Project Term:** The Recipient's work on the Project **shall commence on the [Effective Date OR MONTH DAY YEAR] and will be for 1 year ending on [MONTH DAY YEAR]**, unless the Agreement is terminated earlier in accordance with the provisions of this Agreement.
- 3.3. **Extension:** If required, the parties may discuss the possibility of extending either the Agreement Term and/or the Project Term prior to the end of the respective term.

4. GRANT

- 4.1. The City will provide the Recipient up to a maximum amount of **\$[AMOUNT]** of funding (the "Grant") for the purpose of carrying out the Project.
- 4.2. The Grant will only cover the Eligible Costs that were incurred by the Recipient on the Project during the Project Term and will be paid to the Recipient by the City in accordance with the Project Budget (Schedule C), the Payment Schedule (Schedule E), and the other terms and conditions outlined in this Agreement.
- 4.3. The City reserves the right in its sole discretion to reduce the amount of the Grant being contributed to the Project if the Circular Food Innovators Fund is materially affected by local conditions, governmental action, or unavailability of the promised funds, or the Recipient fails to satisfy any conditions established in this Agreement, or for any other cause. The City will consult with the Recipient as soon as reasonably possible before reducing the Grant amount. The City will

not be liable for any loss, costs, or damages suffered or incurred by the Recipient or any other party by reason of any such Grant reduction.

5. USE OF GRANT

5.1. The Recipient shall:

- (i) use the Grant monies, and any interest earned on the Grant monies, only for the purpose of carrying out the Project during the Project Term and in accordance with the terms and conditions of this Agreement;
- (ii) spend the Grant only towards the Eligible Costs identified in Schedule D (Eligible Costs);
- (iii) inform the City in writing of any material changes to their Project Budget, outlined in Schedule C (Project Budget), or Project Plan, outlined in Schedule B (Project Plan), and only use the Grant for such altered Project activities after receiving written consent from the City for the changes to their Project Budget or Project Plan, which may not be unreasonably withheld;
- (iv) not transfer or assign all or part of any of the Grant monies to a Collaborating Partner(s), without this clearly having been stated in the Project application attached to Schedule A (Project Description) or without prior written consent from the City. For clarification, this provision does not apply to the Recipient's use of the Grant to purchase goods and/or services that meet the Eligible Cost criteria from a third-party;
- (v) keep any Grant monies received in advance of incurring approved Eligible Costs in trust; and
- (vi) return any surplus or unused portion of the Grant to the City upon the end of the Project Term or the termination of the Agreement, as applicable.

5.2. In the event any of the Grant monies are to be transferred or assigned to a Collaborating Partner(s) the Recipient shall enter into a separate agreement with the Collaborating Partner(s) regarding how any of the Grant monies will be transferred from the Recipient to the Collaborating Partner. The Recipient shall hold any Grant monies it receives from the City that is to be transferred to a Collaborating Partner in trust.

5.3. The Recipient acknowledges that the City has the right to refuse payment of the Grant for any Eligible Costs submitted by the Recipient if the City determines, in its sole discretion, that the Eligible Costs requested does not reflect the terms set out in the Agreement.

6. DISPOSAL OF ASSETS

6.1. If prior to the end of the Project Term the Recipient wants to cease to use, sell, lease, or otherwise dispose of any Asset, excluding end of life disposal of an Asset, that was purchased using the Grant, the Recipient shall provide the City written notice requesting permission to do so. The Recipient will not cease to

use, sell, lease, or otherwise dispose of the Asset until it receives permission from the City, which the City will not arbitrarily withhold.

- 6.2. In the event the City grants the Recipient permission to dispose of the Asset as outlined under Section 6.1 above, the Recipient shall ensure that the Asset, if directed to do so by the City, will be:
- (i) Sold at fair market value and the funds realized from the sale be used either (a) by the Recipient for the purpose of supporting environmental sustainability initiatives in their business and/or (b) returned to the City, as approved by the City in writing and at the City's sole discretion;
 - (ii) Turned over to another organization designated or approved, in writing, by the City; or
 - (iii) Disposed of in any other such manner as may be determined by the City.

7. RECIPIENT REPRESENTATIONS AND WARRANTIES

7.1. The Recipient expressly acknowledges, agrees, and warrants the following:

- (i) The Recipient has fully satisfied the eligibility requirements for the Circular Food Innovators Fund;
- (ii) The Recipient must either:
 - a. be physically located within the boundaries of Toronto,
 - b. declare in writing to the City that the Grant will be used to support a Project implemented within the boundaries of Toronto if the Recipient's corporate address is located outside of Toronto, or
 - c. be an urban off-reserve Indigenous-led organization located in Toronto that may also provide culturally-based programming outside of the boundaries of Toronto;
- (iii) The Project will take place within the boundaries of Toronto, unless the Recipient is an urban off-reserve Indigenous-led organization and the Project yields direct benefits for the urban Indigenous communities of Toronto;
- (iv) The Recipient is not receiving any other City of Toronto funding for the Project;
- (v) The Recipient received a "Pass" notice at their last inspection from the City of Toronto's DineSafe program, if applicable, and will inform the City as soon as possible if this changes;
- (vi) The Recipient is not or has not been indebted to the City;
- (vii) The Recipient has submitted a signed copy of the Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy by an authorized individual(s) of the Recipient to the City prior to signing the Agreement (attached to Schedule I); and

- (viii) The Recipient shall not use the Grant for the purposes of engaging in a Partisan Political Activity.

8. PERFORMANCE OF PROJECT

8.1. The Recipient agrees it shall carry out the Project as follows:

- (i) With all due and reasonable diligence, professional skill and competence required;
- (ii) in accordance with the description and costs set out in Schedule A (Project Description), Schedule B (Project Plan), and Schedule C (Project Budget) and otherwise in accordance with the terms and conditions of this Agreement;
- (iii) will not make any material changes to the Project, as outlined under Schedule A (Project Description), Schedule B (Project Plan), and Schedule C (Project Budget) without the prior written consent of the City, which may not be unreasonably withheld;
- (iv) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules, and by-laws related to any aspect of the Project; and
- (v) obtain and pay for any permits, licenses, and/or certificates which are required to conduct the Project and arrange for all necessary inspections required by those respective permits, licenses, and certificates.

9. RECIPIENT REPORTING

- 9.1. The Recipient shall deliver to the City all reports in the form and on the dates outlined in Schedule F (Reporting Requirements) throughout the Agreement Term.
- 9.2. The Recipient shall ensure that all reports are completed to the satisfaction of the City.
- 9.3. The Recipient shall obtain written approval from the City at least 10 business days in advance of any reporting deadline if they are unable to submit a report in time, as outlined in Schedule F (Reporting Requirements), to request an extension. Late submission of reports will not be accepted by the City unless prior written approval has been provided.
- 9.4. The City reserves the right not to pay any outstanding Grant amount to the Recipient or require the Recipient to repay a portion or all the Grant to the City in the event the Recipient does not submit a report or does not submit a report to the satisfaction of the City as required under the Agreement.
- 9.5. The Recipient shall participate in a mandatory Group Kick-off Meeting and Site Visit, which date will be schedule by the City in writing after execution of the Agreement, as outlined under Schedule F (Reporting Requirements).

- 9.6. If reasonably requested by the City, the Recipient shall attend one or more City Council meetings and/or meetings with City staff to make a presentation and answer questions with respect to the Project, the Grant received, and/or any other matter in connection with this Agreement.

10. RECOGNITION REQUIREMENTS

- 10.1. Unless otherwise directed by the City, during the Agreement Term the Recipient shall acknowledge the receipt of the Grant from the City by affixing to any and all public communications regarding the Project an acknowledgement of the “City of Toronto” and the “Circular Food Innovators Fund” in the form approved by the City and as outlined in Schedule H (Recognition Guidelines).

Public communications include, but are not limited to:

(i) social media posts

(ii) at all events/activations;

(iii) print and digital collateral (e.g., flyers, digital invitations, etc.); and

(iv) all news releases, blog posts, reports and/or webpage.

- 10.2. The Recipient agrees to affix to any and all written information, signs, posters, and all other forms of publicity or materials in relation to the Project that may contain any views or opinions of the Recipient a disclaimer, in a form acceptable to the City, stating that the views expressed in the material are the views of the Recipient and do not necessarily reflect those of the City. Text that has been pre-approved by the City is found in the Recognition Guidelines attached as Schedule H.

- 10.3. The Recipient shall notify the City at least 10 Business Days' in advance and receive written acceptance that the form and manner is satisfactory to the City, in the event the Recipient plans to incorporate the City's name, trademark, and/or official mark on any and all communication activities, publications, advertising, and press release planned by the Recipient in relations to the Project or the Agreement. Usage requirements are found in the Recognition Guidelines attached as Schedule H.

- 10.4. The Recipient agrees that the City shall be given the opportunity to participate in all Project launches and major Project events. The Recipient shall provide the City with a minimum of 15 Business Days' notice of a Project launch or any major Project event.

11. CITY USE OF PROJECT INTELLECTUAL PROPERTY

- 11.1. All intellectual property and every other right, title, and interest in and to all concepts, techniques, ideas, information, and materials, however recorded (including images and data) created by the Recipient under the Project shall remain the sole property of the Recipient (the “Recipient Intellectual Property”).
- 11.2. The Recipient grants the City, now and in the future, a perpetual, non-exclusive, royalty-free license to copy, publish, edit, and/or use all or part of any Recipient

Intellectual Property that was included in any application, report, written materials, and multimedia materials provided by the Recipient to the City regarding the Project.

- 11.3. The City shall have the right to edit, disseminate, copy, publish and/or republish free of any copyright claims, moral rights or other intellectual property rights of the Recipient, its employees and subcontractors any of the Recipient Intellectual Property it has been granted a license to under Section 11.2. If the City edits, condenses or otherwise alters any Recipient Intellectual Property it has been granted a license to under Section 11.2 the City will not identify the Recipient as the source of such materials without the Recipient's prior written consent.
- 11.4. The City shall not use any insignia or logo of the Recipient without the prior written consent of the Recipient.
- 11.5. Whenever this Agreement requires the Recipient to provide a photograph, video, or other similar material to which the Recipient determines a privacy law or policy, or procedure applies, the Recipient will take all steps within its control to provide as much of that material as possible to the City consistent with such applicable laws, policies or procedures, including but not limited to obtaining all necessary third-party consents or licenses.
- 11.6. The Recipient understands that any application, report, written materials, and multimedia materials provided by the Recipient to the City, and which the Recipient granted the City a license to under Section 11.2, may be made available to the public through the City's website, on the City's Open Data, or in reports to City Council, subject to applicable laws.

12. CONSTRUCTION ACT

- 12.1. The Recipient shall at all times comply with the provisions of the Construction Act. The Recipient hereby indemnifies and saves harmless the City against any and all claims, loss, costs and expenses as a result of any lien or claims for lien in respect of the Project. In the event the City receives a notice of lien in respect of City lands adjacent to the property in which the Recipient is conducting construction for the Project the Recipient shall act in the manner as if it were the "owner", as defined under the Construction Act, receiving the notice of lien and proceed expeditiously to ensure said notice is withdrawn and/or a release of lien is provided to the City. Nothing in this Agreement shall authorize the Recipient, or imply any consent or agreement or request from the City, to subject the City's estate or interest in the property that is adjacent to the property in which the Recipient is conducting construction on for the Project, to any construction lien or any other lien of any nature or kind whatsoever.
- 12.2. This Section shall survive the termination of this Agreement.

13. RECORD RETENTION AND RIGHT TO AUDIT

- 13.1. The Recipient shall keep and maintain for the Agreement Term and for a period of 7 years after the end of the Agreement Term:

- (i) All financial records (including receipts and invoices) relating to the funds or otherwise to the Project in a manner consistent with generally accepted accounting practices; and
- (ii) All non-financial documents and records relating to the Grant or otherwise to the Project.

13.2. The City may, upon at least 5 Business Days' notice, enter upon the Recipient's premise to review the progress of the Project, the expenditure of the Grant funds and to inspect, audit, and make copies of the documents and records referred to in Section 13.1, both during the Agreement Term and subsequent to its expiration or termination, and shall provide the City with such information as it requests, to confirm the Recipient's compliance with the terms of the Agreement.

13.3. No provision of the Agreement shall be construed to give the City any control whatsoever over the Recipient's records.

14. CONFLICT OF INTEREST

14.1. The Recipient shall carry out their obligations under the Agreement without an actual, potential, or perceived conflict of interest. A "conflict of interest" includes any circumstances where the Recipient or any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interest that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to their obligations under the Agreement. The Recipient shall disclose to the City, without delay, any situation that a reasonable person would interpret as either an actual, potential, or perceived conflict of interest and shall comply with any terms and conditions that the City may reasonably prescribe as a result of the disclosure.

15. DISPUTE RESOLUTION

15.1. If a dispute should arise between any of the parties to this Agreement relating to the interpretation or implementation of any of the provisions of this Agreement, the parties shall make a good faith attempt to resolve such disputes directly.

16. RECIPIENT EVENT OF DEFAULT, CORRECTIVE ACTION, AND TERMINATION FOR DEFAULT

16.1. Each of the following events shall be considered an "Event of Default":

- (i) in the opinion of the City, the Recipient has knowingly provided false or misleading information regarding its request for the Grant or in any other communication with the City, including in any report;
- (ii) the Recipient stops working on the Project for a significant period of time;
- (iii) in the opinion of the City, the Recipient breaches any material requirement of the Agreement, including failing to carry out the Project, implementing the Project outside of the boundaries of Toronto, failing to use the Grant for the purpose of the Project, using the Grant to cover Ineligible Project Costs, and

not providing the City with the requested reports in accordance with the terms and conditions of the Agreement;

- (iv) in the opinion of the City, the Recipient shall not in the course of carrying out the Project commit any act or do anything which might reasonably be considered to injure, tarnish, damage, or otherwise negatively affect the reputation and goodwill associated with the City;
- (v) the nature of the Recipient's operations, or its corporate status, changes so that it no longer meets one or more of the applicable eligibility requirements of the Circular Food Innovators Fund under which the City provides the Grant;
- (vi) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver;
- (vii) the Recipient ceases to operate, is dissolved, or dissolves;
- (viii) the Recipient merges or amalgamates with any other organization without the City's prior written consent;
- (ix) the Recipient fails to secure and/or provide the additional funding and/or in-kind service required to deliver the Project outlined in Schedule A (Project Description), Schedule B (Project Plan), and Schedule C (Project Budget); or
- (x) The Recipient breaches any federal or provincial laws or regulations, or any municipal by-laws.

16.2. If an Event of Default occurs, the City may, at any time, take one or more of the following actions:

- (i) initiate any action the City considers necessary in order to facilitate the successful continuation or completion of the Project;
- (ii) suspend the payment of the Grant for such period as the City determines appropriate;
- (iii) reduce the amount of the Grant;
- (iv) cancel all further installments of the Grant;
- (v) demand the repayment of any of the Grant funds; and
- (vi) Terminate the Agreement immediately upon giving written notice to the Recipient.

16.3. In addition to its rights provided for in Section 16.2, the City may provide the Recipient an opportunity to remedy the Event of Default by providing written notice to the Recipient of the particulars of the Event of Default and a period of time within which the Recipient is required to remedy the Event of Default.

- 16.4. If the City has provided the Recipient with an opportunity to remedy the Event of Default pursuant to Section 16.3 and:
- (i) the Recipient does not remedy the Event of Default within the time period specified in the notice;
 - (ii) it becomes apparent to the City that the Recipient cannot completely remedy the Event of Default within the time period specified in the notice or such further period of time as the City considers reasonable; or
 - (iii) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the City, the City may initiate any one or more of the actions provided for in Section 16.2.
- 16.5. The rights and remedies given to the City in this Agreement are distinct, separate, and cumulative, and none of them, whether exercised by the City or not, shall be deemed to be in exclusion of any other rights or remedies provided in this Agreement or by law or in equity.

17. INSURANCE

- 17.1. The Recipient agrees to purchase and maintain in force, at its own expense, and for the duration of this Agreement, the following policies of insurance, which policies shall be in a form and with an insurer acceptable to the City of Toronto. A certificate of these policies originally signed by the insurer, or an authorized agent of the insurer must be delivered to the City prior to the commencement of the Agreement.
- (a) Commercial General Liability, provided that the policy:
 - (i) is in the amount of not less than One Million (\$1,000,000), per occurrence;
 - (ii) adds the City of Toronto as additional insured;
 - (iii) includes the following clauses; personal injury liability; a cross-liability/severability of interest; broad form contractual liability; employers liability and/or contingent employers liability, and non owned automobile liability; and
 - (iv) provides for thirty (30) calendar days' prior written notice of cancellation.

18. INDEMNIFICATION

- 18.1. The Recipient shall at all times defend, indemnify and save harmless the City, its officers, employees, agents, invitees, successors and assigns (collectively the "City Indemnitees") from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever made or brought against, suffered by or imposed on the City Indemnitees or their property in respect of any loss, damage or injury (including fatal injury) to any person or property (including, without restriction, constituent partners, employees, agents and property of the City Indemnities) directly or indirectly arising out of, resulting from or sustained as a result of the Project or otherwise

in connection with this Agreement, including without limitation claims of any kind arising from the goods and services purchased and activities performed. This covenant shall survive the termination of this Agreement.

19. MFIPPA

- 19.1. The Recipient acknowledges that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act* (Ontario) (MFIPPA) and that any information provided to the City in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with that Act.
- 19.2. If the Recipient believes that any information it provided to the City reveals any trade secret, intellectual property right, or any scientific, technical, commercial, financial, or other similar information belonging to the Recipient and the Recipient wishes the City to attempt to preserve the confidentiality of that information, the party must clearly and specifically designate the information as confidential.

20. WRITTEN NOTICE

- 20.1. All notices and demands provided with respect to the Agreement are to be made in writing and served either personally, or by registered mail (return receipt requested), or by email ("Written Notice") as follows:

In the case of the City:

CITY OF TORONTO
Environment, Climate and Forestry
Metro Hall (c/o Union Station, 2nd Floor East Wing)
55 John Street
Toronto, ON M5V 3C6

Attention: James Nowlan, Executive Director, Environment, Climate and Forestry
Email: james.nowlan@toronto.ca
Phone: 416-392-6064

Cc'd to:

Attention: Leah Leon, Project Lead, Incubation & Design, Environment, Climate and Forestry
Email: leah.leon@toronto.ca

In the case of the Recipient:

[LEGAL NAME OF RECIPIENT]
[address]

Attention: [Name, Position]
Email: [email]
Phone: [XXX-XXX-XXXX]

Cc'd to:

Attention: [Name, Position]

Email: [email]

20.2. Written Notice will be deemed to have been received if:

- (i) delivered by hand, upon receipt;
- (ii) sent by email on a Business Day before 4:30 p.m. Toronto time, on the date of sending;
- (iii) sent by email on a Business Day after 4:30 p.m. Toronto time or a day other than a Business Day, the next Business Day; or
- (iv) sent by registered or certified mail during normal postal conditions, on the fifth Business Day after posting or if sent by registered or certified mail and a postal disruption occurs, on receipt.

21. GENERAL PROVISIONS

- 21.1. **Amendment.** The Agreement shall not be varied or amended except by a document in writing, dated and signed on behalf of the parties, unless otherwise stated in the Agreement.
- 21.2. **No Assignment.** Neither this Agreement nor the funds shall be assigned in whole or in part by the Recipient without the prior written consent of the City.
- 21.3. **Binding on Successors.** This Agreement and all terms, covenants, conditions, and provisions in it shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns.
- 21.4. **Waiver.** No term or provision of this Agreement shall be deemed waived, and no breach consented to, unless such waiver or consent is in writing and signed by an authorized representative of the party claimed to have waived or consented.
- 21.5. **Time.** Time is of the essence for this Agreement.
- 21.6. **Independent Parties.** This Agreement shall not be interpreted to establish an agency, partnership or joint venture between the City and the Recipient. The Recipient shall not hold itself out as an agent or representative of the City. The Recipient has no authority to bind the City.
- 21.7. **Entire Agreement.** This Agreement embodies the entire agreement between the parties.
- 21.8. **Severability.** If any provisions in the Agreement are held to be invalid or unenforceable, the remaining provisions of this Agreement are not affected and are valid and enforceable.
- 21.9. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws, and subject to the jurisdiction of the courts, of the province of Ontario and any applicable federal laws.

- 21.10. **Survival.** All obligations of the parties will expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.
- 21.11. **Independent Legal Advice.** The Recipient acknowledges having reviewed this Agreement and having been made aware of its right to obtain independent legal advice and has either obtained said legal advice or has chosen not to obtain legal advice and enter into this Agreement willingly and of its own accord.
- 21.12. **Counterparts and Electronic Signatures.** This Agreement may be executed in counterpart and may be executed by electronic signature that is received by the City in a file format acceptable to the City. Such electronic signature shall be deemed to be an original signature for the purpose of this Agreement with the same legal effect as an original signature.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the City and the Recipient have respectively executed this Agreement by its authorized officers.

Authorized by City Council's specific authority set out in Infrastructure and Environment Committee Item 2025.IE25.1 adopted by City Council on November 12 and 13, 2025.

APPROVED AS TO FORM

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For Wendy Walberg
City Solicitor

File # 5000=751=2023=209178279

CITY OF TORONTO

By: _____

James Nowlan
Executive Director, Environment, Climate and Forestry

Date: _____

I have authority to bind the City.

[LEGAL NAME OF RECIPIENT]

By: _____

[Name]
[Title]

Date: _____

I/We have authority to bind the Recipient.

SCHEDULE A – Project Description

The following documents outline the Recipient's Project being funded by the City's Circular Food Innovators Fund under the Agreement. These documents are hereby incorporated into the Agreement as Schedule A, even if said documents are not physically attached:

- Circular Food Innovators Fund Application submitted by [Recipient Legal Name] on [MONTH DAY YEAR][and as amended on [MONTH DAY YEAR]].
- Any amendments to the Project as approved by the City during the Project Term with the latest date taking priority.

See Next Page

SCHEDULE B – Project Plan

The following documents provide an outline of what steps the Recipient will take to deliver the Project over the Project Term. These documents are hereby incorporated into the Agreement as Schedule B, even if said documents are not physically attached:

- [Recipient Legal Name] Project Plan submitted on [MONTH DAY YEAR][and as amended on [MONTH DAY YEAR]].
- Any amendments to Project Plan as approved by the City during the Project Term with the latest date taking priority.

See Next Page

SCHEDULE C – Project Budget

The following documents provide an outline of the costs the Recipient proposes it will incur in order to complete the Project during the Project Term (the “Project Budget”). These documents are hereby incorporated into the Agreement as Schedule C, even if said documents are not physically attached:

- [Recipient Legal Name] Project Budget submitted on [MONTH DAY YEAR][and as amended on [MONTH DAY YEAR]].
- Any amendments to Project Budget as approved by the City during the Project Term with the latest date taking priority.

See Next Page

SCHEDULE D – Eligible Costs

The Grant can only be used for eligible costs associated with the direct delivery of the Project described in Schedule A (Project Description), Schedule B (Project Plan) and Schedule C (Project Budget).

1. Eligible Costs

The following are the Project costs that are eligible to be funded by the Grant:

Eligible Cost	Description	Use Limit
Project Materials and Supplies	Project materials and supplies, including product inventory (e.g., reusable containers) and equipment rental or purchase (e.g., washing stations)	Maximum of 100% of total funding for the Project
Subscription Services	Project-specific subscription services (e.g., licensing an app to support use of reusable containers)	Maximum of 100% of total funding for the Project
Capital Costs	Capital costs for renovations required as part of the Project	Maximum of 50% of total funding for the Project
Direct Staff Costs	Direct staff costs for the delivery, implementation, monitoring, and evaluation of the Project (e.g., salaries)	Maximum of 50% of total funding for the Project
Purchased Services	Direct non-staff costs for purchased services from contractors and consultants to provide services such as web design, translation, communications and/or marketing campaign services for the Project	Maximum of 15% of total funding for the Project
Fees/Honoraria	Direct non-staff costs for fees/honoraria for professional skills instructors that are directly tied to the Project implementation	Maximum of 15% of total funding for the Project
Overhead Costs	Overhead costs directly tied to the Project (e.g., room/facility and event rental fees)	Maximum of 15% of total funding for the Project
Marketing Costs	Marketing costs directly tied to promoting the Project, including advertising and communication tools and materials (e.g., website, printing and distribution of marketing materials); excludes “Subscription services”.	Maximum of 15% of total funding for the Project
Public Transportation	Stipends and local public transportation costs incurred by volunteers directly related to implementing the Project	Maximum of 15% of total funding for the Project

2. Ineligible Project Costs

Ineligible Project Costs include, but are not limited to:

- Any cost incurred prior to the start of the Project Term on the Project
- Expenses and equipment unrelated to the Project
- Any costs not directly associated with the implementation of the Project, including costs for the regular operation of the Recipient's business
- Overhead costs (e.g., utilities) that cannot be accurately attributed to the Project, as the City does not fund regular operating expenses
- The payment of the Recipient's staff positions or volunteer honorariums not related directly to the Project
- Organic waste/recycling collection services
- Event sponsorships and fund-raising activities
- Financial compensation to members of a Board of Directors, family members of Board of Directors, and family members of the Recipient that are not directly related to the direct delivery of the Project
- Establishment and/or funding of a grant program through the Project
- Costs for memberships, courses, and conferences unrelated to the Project
- Any vehicle costs, including vehicle maintenance, long and short-term parking, vehicle-rental not related to the delivery of the Project
- Religious or political activities or proselytizing
- Deficit or debt repayment
- Purchase of real property
- Hospitality (e.g., food, refreshments, alcohol)
- Gifts

SCHEDULE E – Payment Schedule

Payment will only be provided for approved Eligible Costs that have been incurred. Recipient will not receive the whole Grant amount if expenses claimed are not approved Eligible Costs.

Task	Payment	Timing
First Payment, at Sign On	50% of Grant. The Recipient must have signed and submitted the Agreement prior to receipt of First Payment.	After Effective Date
Final Payment, after Final Report, including receipts, is submitted to and accepted by the City	Up to a maximum of 50% of the Grant for all remaining Eligible Costs incurred that has been approved by the City. The City must confirm that the Recipient has successfully met its obligations under the Agreement prior to receipt of Final Payment.	Before December 31, 2027*

*Note: The City may unilaterally amend the timing of the Final Payment in the event more time is required for the Recipient to meet its obligations under the Agreement and/or the City requires more time to evaluate if the Recipient has successfully met its obligations under the Agreement. If the City amends the timing of the Final Payment it will inform the Recipient in writing.

SCHEDULE F – Reporting Requirements

The Recipient is required to submit interim and final reports to receive the balance of the Grant funds. The Recipient shall be provided with standardized reporting templates which the Recipient will be required to complete and submit to the City electronically. In addition, if required, the City may interview the Recipient to support information/data collection. Reports will be used to document interim progress and final progress that the Recipient has made on their Project with the Grant funds provided, including any lessons learned.

Interim Report

The Recipient must submit an interim report, using the template appended as Exhibit 1 (Interim Report Template), along with any receipts and/or other financial information to verify the Grant moneys spent. A signed Declaration Form is appended as Exhibit 3 that must be completed and submitted with the report if any funds are being claimed under the Direct Staff Costs category of Eligible Costs for the Project.

Final Report

The Recipient must submit a final report, using the template appended as Exhibit 2 (Final Report Template). The Recipient shall provide receipts and/or other financial information to verify the Grant moneys spent. A signed Declaration Form is appended as Exhibit 3 that must be completed and submitted with the report if any funds are being claimed under the Direct Staff Costs category of Eligible Costs for the Project.

Group Kick-off Meeting

The City will convene a meeting with all of the Circular Food Innovator Fund recipients to review the Reporting Requirements outlined in this Schedule F. The meeting will also provide an opportunity for the Recipient to connect with other recipients, if desired, and to communicate with each other independently throughout the Agreement Term to share lessons learned, best practices, etc.

Site Visit

A site visit will be scheduled with the Recipient approximately six months into the Term. The purpose of the site visit is for the City to ensure the Project is being implemented as outlined under the Agreement and ask any clarification questions resulting from the Interim Report. It also provides the Recipient with the opportunity to showcase their Project and any progress made on it. If the Recipient does not have a physical location in which they are working on their Project, if that location is challenging to get to, or if the Project is not physical in nature (i.e., back-end logistics), a virtual meeting will be scheduled between City staff and the Recipient.

Recipient Roundtable Reporting (if requested)

Where possible, the City may request that the Recipient shares lessons learned during the course of their work on the Project with relevant stakeholders, including other Recipients.

Project Case Studies (if requested)

To celebrate and showcase the Project, the City may work with the Recipient to publish a case study on the success of their Project on the City of Toronto's Circular Food Innovators Fund webpage, Circular Economy newsletter, conference presentations, publications and/or City of Toronto social media. The decision to develop a case study on the Project will be at the sole discretion of the City.

Submitting Media (if applicable)

If submitting media (e.g., photos, audio, or videos) to the City, including for a Project case study, confirmation of consent for any person in said media with recognizable features must be submitted alongside the media via the completion of a Multimedia Consent Form. The form needs to be completed in advance and at the time that the media is being captured. The Multimedia Consent Form is appended as Exhibit 4.

Exhibit 1 - Interim Report Template

As mandated by the Municipal Freedom of Information and Protection of Privacy Act, section 2(2.1) and 2(2.2) information collected on this form is considered business identity information. Business identity information could be made publicly available by the City and/or disclosed by the City upon request unless an exception applies.

Please do not provide any personal information about yourself or other individuals in your responses. Enter only information relevant to your organization/business/official capacity. Personal information refers to recorded information about an identifiable individual such as your private contact information, information related to the race, age, or religion of an individual or information related to the education or employment history of an individual. Personal information does not include information about an individual in a business, professional or official capacity, such as name, title, contact information or designation.

If you have any questions about this report template or require accessibility accommodations, please contact the Project Lead, Environment, Climate and Forestry Division (416-396-4699; leah.leon@toronto.ca) using your business email account.

Please submit your report to leah.leon@toronto.ca with subject line: “[Recipient Name] CFIF Interim Report” (please use your business email address for any communication with us).

Please answer the questions in the space provided for your Project.

Recipient Information

Organization Name:

Project Title:

Interim Report Date (yyyy-mm-dd):

Respondent Business Information

Please provide the following information about the person filling out this form:

Name (First, Last):

Position Title:

Business Telephone Number:

Business Email:

Project Update

1. Provide a brief overview of the progress made towards completing the Project thus far.
2. Please update the Project Plan, set out in Schedule B of the Circular Food Innovators Fund Agreement and as amended by written approval of the City, to reflect current status and any changes to approved project activities. Please include the updated Project Plan (as an Excel file) when submitting the Interim Report.
3. Have any changes been made to the scope, schedule or description of the Project? For example, have new activities been introduced or do you anticipate not completing any of the planned activities that are set out in Schedule B of the Circular Food Innovators Fund Agreement and as amended by written approval of the City? Why were these changes made?

Note: Any changes to the Project required approval from the City. If you did not receive approval, please specify why.

4. Do you have any concerns with completing the Project within one year of the effective date of the Circular Food Innovators Fund Agreement with the City of Toronto? If so, please explain the concerns you have.
5. If able to at this time, please fill out the table of required metrics below with the information you currently have available.

Note: Completion of these metrics as part of the **final report** is mandatory.

Metric	Periodic (i.e., monthly, per event, etc.)	Overall Project Total
Return rate (%)		
Amount of single-use and takeaway items avoided (# and/or kg)		
Total waste reduction (%)		

6. Does your organization have any other data collected as a part of the Project that it wishes to share with the City of Toronto? For example, data on greenhouse gas emissions avoided (kg CO₂e), cost savings from reducing purchasing of single-use and takeaway items (\$), client growth (#, %), etc. If yes, please provide the data below.

Budget Update

7. Please update the Project Budget, set out in Schedule C of the Circular Food Innovators Fund Agreement and as amended by written approval of the City, to reflect the actual amount of grant money spent thus far in the “Reporting Costs” columns.

Please include the updated Project Budget (as an Excel file) when submitting the Interim Report. When submitting the Interim Report, please also include digital copies of all receipts for any funding moneys spent, other than individual paystubs.

Please number the receipts submitted and provide the corresponding receipt number for each expense claimed in the updated Project Budget.

8. If claiming any Direct Staff Costs as an Eligible Cost, complete the Declaration set out in Exhibit 3 and submit it with your report to the City certifying the information submitted to the City with regards to the amount of the Grant spent on direct staff costs.

Lessons Learned

9. Have there been any key lessons that your organization has learned during the implementation of your Project thus far? Are there any successes or challenges your organization would like to share at this time?

Exhibit 2 - Final Report Template

As mandated by the Municipal Freedom of Information and Protection of Privacy Act, section 2(2.1) and 2(2.2) information collected on this form is considered business identity information. Business identity information could be made publicly available by the City and/or disclosed by the City upon request unless an exception applies.

Please do not provide any personal information about yourself or other individuals in your responses. Enter only information relevant to your organization/business/official capacity. Personal information refers to recorded information about an identifiable individual such as your private contact information, information related to the race, age, or religion of an individual or information related to the education or employment history of an individual. Personal information does not include information about an individual in a business, professional or official capacity, such as name, title, contact information or designation.

If you have any questions about this report template or require accessibility accommodations, please contact the Project Lead, Environment, Climate and Forestry Division (416-396-4699; leah.leon@toronto.ca) using your business email account.

Please submit your report to leah.leon@toronto.ca with subject line: “[Recipient Name] CFIF Final Report” (please use your business email address for any communication with us).

Please answer the questions in the space provided for your Project.

Recipient Business Information

Organization Name:

Project Title:

Final Report Date (yyyy-mm-dd):

Respondent Information

Please provide the following information about the person filling out this form:

Name (First, Last):

Position Title:

Business Telephone Number:

Business Email:

Project Results

1. Provide a brief overview of what was accomplished by the Project. What results did the Project achieve? Were these the intended results? Why or why not?
2. Please update the Project Plan, set out in Schedule B of the Circular Food Innovators Fund Agreement and as amended by written approval of the City, to reflect the final status of the Project and any changes to approved project activities. Please include the final Project Plan (as an Excel file) when submitting the Final Report.
3. Were any changes made to the scope of the Project, schedule or description? For example, were new activities introduced or were any activities not completed that are set out in Schedule B of the Circular Food Innovators Fund Agreement and as amended by written approval of the City? Why were these changes made?

Note: Any changes to the Project required approval from the City. If you did not receive approval, please specify why.

4. How successful was your organization's efforts in promoting participation in the reuse system? Were there any difficulties or challenges when promoting the Project? If applicable, please provide any examples of promotional or educational materials used and how they were used to promote participation in the reuse system.
5. Please fill out the table of required metrics below.

Metric	Periodic (i.e., monthly, per event, etc.)	Overall Project Total
Return rate (%)		
Amount of single-use and takeaway items avoided (# and/or kg)		
Total waste reduction (%)		

6. Were there any challenges in collecting the data required to report on the metrics provided in Question 5? If so, please describe the challenges faced.
7. Does your organization have any other data collected as a part of the Project that it wishes to share with the City of Toronto? For example, data on greenhouse gas emissions avoided (kg CO₂e), cost savings from reducing purchasing of single-use and takeaway items (\$), client growth (#, %), etc. If yes, please provide the data below.
8. Was the Project able to provide any community benefits beyond waste reduction? Community benefits could include addressing food insecurity, advancing equity (e.g., providing senior-focused co-benefits such as age-friendly container design, accessible drop-off infrastructure or targeted outreach for older adults), delivering environmental outcomes, and/or supporting local economic development.

Budget

9. Please update the Project Budget, set out in Schedule C of the Circular Food Innovators Fund Agreement and as amended by written approval of the City, to reflect the actual amount of grant money spent in total in the “Reporting Costs” columns.

Please include the final Project Budget (as an Excel file) when submitting the Final Report. When submitting the Final Report, please also include digital copies of all receipts for any funding money spent, other than individual paystubs. Please number the receipts submitted and provide the corresponding receipt number for each expense claimed in the final Project Budget.

10. If claiming any Direct Staff Costs as an Eligible Cost, complete the Declaration set out in Exhibit 3 and submit it with your report to the City certifying the information submitted to the City with regards to the amount of the Grant spent on direct staff costs.

Lessons Learned

11. What key lessons has your organization learned from this Project? What worked about the Project? Were there any challenges or barriers and how were they overcome? Did anything surprise your organization about the Project?
12. What feedback did your organization receive from customers about the Project, if any?

Project Sustainment

13. Is your organization planning any additional work to maintain, upkeep, and/or fund the Project in the future? If yes, who is doing this work and how is this additional work being funded?

Fund Experience

14. Describe your organization’s experience participating in the Circular Food Innovators Fund. Are there ways that the City of Toronto can improve the Circular Food Innovators Fund?
15. What advice would your organization give to other organizations interested in implementing reuse systems to reduce single-use and takeaway items in Toronto?
16. Does your organization have any other ideas on how the City of Toronto can further support business innovators in enabling the circular food system transformation in Toronto?

Final Comments

17. Is there anything else your organization would like to share about this Project?
18. If the Circular Food Innovators Fund program is renewed in future years, would you be willing to be connected with recipients to share your knowledge and insights? If so, please indicate your preferred method contact (phone number, email, etc.).

Exhibit 3 – Declaration of Direct Staff Cost Expenses

Instructions: Individual paystubs are not required as supporting documentation for expenses under the Direct Staff Cost category of Eligible Costs. If you are submitting expenses under the Direct Staff Costs category of Eligible Costs, please complete the following statement to document total monies spent on this expense category and submit it to the City with your Interim and/or Final Report(s).

By completing and signing this statement, you declare that the information provided is accurate and true and you acknowledge that the City of Toronto is relying on this declaration:

As per the amount reported under the Direct Staff Costs category of the Project Budget submitted with the [Interim or Final] Report, a total number of _____ hours for a total cost of \$_____ has been spent on direct staff costs for the delivery, implementation, monitoring, and evaluation of the Project.

[LEGAL NAME OF RECIPIENT]

By: _____

[Name]

[Title]

Date: _____

I/We have authority to bind the Recipient.

Exhibit 4 - Multimedia Consent Form

This form must be completed and submitted with any media (e.g., photo, audio, video) that is provided by the Recipient to the City that includes any person with recognizable or personally identifiable features (e.g., faces).

Circular Food Innovators Fund

Event/Project Name:

Individual/Parent/Guardian/Substitute Decision Maker Information

First Name		Last Name	
Street Number	Street Name		Suite/Unit Number
City/Town	Province	Postal Code	Telephone Number

Persons for whom permission is being given if different than person signing below:

Name (First, Last)	Name (First, Last)	Name (First, Last)
--------------------	--------------------	--------------------

Consent Information

Consent to Photograph / Videotape / Audiotape / Film / Interview Individuals

I, _____, give the City of Toronto

Individual/Parent/Guardian/Substitute Decision Maker Name (First, Last)

permission to photograph, videotape, audiotape and/or interview either myself, or the person on whose behalf I am giving permission named above ("the recordings"), and to publish the recordings in City of Toronto publications/materials, including marketing and promotional materials, and the City of Toronto official Web site, both now and in the future.

The recordings shall constitute the exclusive property of the City of Toronto and may be reproduced by the City and anyone it has authorized, without compensation or payment to the individual(s) being recorded or any other person.

If I am providing the permission on behalf of someone other than myself, I warrant that I have the authority to do so.

Signature

Today's Date (yyyy-mm-dd)

Environment, Climate and Forestry collects personal information on this form together with the corresponding photographs, videotapes, audiotapes, films, and/or interviews under the legal authority of Item 2025.IE25.1, City Council Decision 4 and 5, as confirmed by the City of Toronto By-law 1399-2025. The information is used to obtain consent to reproduce and publish photograph/videotape/audiotape/film/interview in the City of Toronto publications/materials, including marketing and promotional materials, and the City of Toronto official website. Questions about this collection or requests for accessibility supports, accommodation and/or a different format can be directed to the Project Lead, Circular Food Innovators Fund, Environment, Climate and Forestry Division, Metro Hall (c/o Union Station, 2nd Floor East Wing), 55 John Street, Toronto, Ontario, M5V 3C6; 416-396-4699.

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SCHEDULE G – Project Schedule

Stage	Key Dates (2026-2027)
Project start date	[Effective Date OR MONTH DAY YEAR]
Group kick-off meeting (virtual)	[Two weeks after Effective Date or MONTH DAY YEAR]
Interim report deadline	December 1, 2026
Site visit (in-person or virtual)	Between January – February 2027
Project end date	[12 months after Effective Date or MONTH DAY YEAR]
Final report deadline	[13 months after Effective Date or MONTH DAY YEAR]

SCHEDULE H – Recognition Guidelines

The Recipient shall ensure the City of Toronto is appropriately acknowledged in any and all public communications. The City requires the Recipient to use the below criteria when acknowledging the Recipient's participation in the Circular Food Innovators Fund and the City's grant to the Project.

Please note that all uses of the name, trademarks and official marks of the City of Toronto must first be approved by the City. Please email any relevant communication products for approval to Leah Leon, Project Lead, Circular Economy and Innovation at leah.leon@toronto.ca. Please allow up to 10 Business Days for the approval and return of your items, though we will do our best to respond as quickly as possible.

Social Media

When using social media, please be sure tag us in your social media posts (X, Facebook, Instagram, LinkedIn).

City of Toronto Social Media Accounts:

- X: @cityoftoronto
- INSTAGRAM: @cityofto
- LINKEDIN: City of Toronto
- FACEBOOK: @cityofto
- BLUESKY: @toronto.ca

Approved Sample Social Media Posts

We're working hard to reduce waste and build a Circular Economy. With support from the @CityofTO Circular Food Innovators Fund, we've been able to [\[Recipient to Add: Brief description of what benefit Circular Food Innovators Fund will have on the Project\]](#). Thank you for supporting Toronto's transition to a Circular Economy!

We are proud recipients of the Circular Food Innovators Fund! Thanks @Cityoftoronto for choosing us and supporting waste reduction in Toronto!

Website (if applicable)

Please include a description of your Project, with the following pre-approved text:
This project is supported by the City of Toronto through the [Circular Food Innovators Fund](#).

Logos

Please include the City of Toronto logo on all Project-related communications and marketing materials, including posters, brochures, signage, your newsletter, website, presentations, videos, etc.

To request the logo, please email leah.leon@toronto.ca and specify the file format you require. The City's Corporate Identity Policy and guidelines for logo placement will also be provided.

Standard Acknowledgement

Use the following standard acknowledgement for signage, print and digital collateral (e.g., flyers, digital invitations, etc.), news releases, blog posts, and reports.

"This project is supported by the City of Toronto through the Circular Food Innovators Fund. "

Standard Disclaimer

*The views expressed in the material are the views of **[insert Recipient Name]** and do not necessarily reflect those of the City of Toronto.*

SCHEDULE I – Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Background:

Organizations and individuals in Ontario have obligations not to engage in harassment, discrimination, and hate activity. These obligations are captured in the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms.

The City's [Human Rights and Anti-Harassment/Discrimination Policy](#) and [Hate Activity Policy](#) incorporate these obligations not to engage in harassment, discrimination, and hate activity on all prohibited grounds set out in the Ontario Human Rights Code as well as the additional grounds of political affiliation and level of literacy as set out in section 2.3 of the [Human Rights and Anti-Harassment/Discrimination Policy](#).

These policies also require the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation to be signed in order for a contract, permit or other permission to be approved or issued by the City. The name of the individual or organization and the fact that the Declaration was signed may be included in a public report to City Council.

Declaration:

I/We uphold our obligations in accordance with the above provincial and federal legislation and legal obligations. In addition, I/we uphold our obligations under the City's [Human Rights and Anti-Harassment/Discrimination Policy](#) and [Hate Activity Policy](#) that prohibit harassment, discrimination, and hate activity.

The organization or individual acting on behalf of the organization affirms the necessary policies, programs, information, instruction, plans and/or other supports are in place and are consistent with our legally mandated obligations. Additionally, in order to align with City policy, I/we agree to prohibit harassment, discrimination, and hate activity on all prohibited grounds set out in the Ontario Human Rights Code as well as the additional grounds of political affiliation and level of literacy.

I/We have an internal process available to employees, service recipients, and facility users to prevent, address and remedy discrimination, racism, harassment, hate activity and inaccessibility complaints. I/we agree that, upon the request of the City, I/we shall provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance with policy and legal obligations.

I/We acknowledge that failure to demonstrate compliance with this Declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract and/or other consequences, such as fines, penalties, or restrictions as set out in the relevant operating Division's procedures and/or contract.

Declarant Information

Contact Information		
☐ Organization/Business ☐ Individual (For Organization/Business representative provide business contact information)		
Organization Name (If applicable) Click here to enter text.		
Organizational Representative or Individual (First and Last Name) Click here to enter text.		
☐ Check this box if First Name and Last Name do not apply to you because you have either a registered Birth Certificate or Change of Name Certificate bearing a Single Name. Provide your name below.		
Single Name		
Street Number Click here to enter text.	Street Name Click here to enter text.	Suite/Unit Number Click here to enter text.
City/Town Click here to enter text.	Province Click here to enter text.	Postal Code Click here to enter text.
Telephone Number Click here to enter text.	Email Click here to enter text.	
Signature of Organizational Representative or Individual: x _____		Date (yyyy-mm-dd) Click here to enter text.

Multilingual Translation Services: 311 and TTY 416-338-0889. For further information, consult this webpage: [Accessibility and Human Rights](#).