



## Grant Agreement (Master)

Application ID #: «Arts\_Fund\_ID»

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**Between:**

**The Region of Waterloo Arts Fund**

(hereinafter referred to as “the Fund”)

**-And-**

«FirstName» «LastName»

(hereinafter referred to as the “Grant Recipient”)

**Whereas** «Project» (the “Project”) and the approved grant amount of \$«Amount\_Received» (the “Grant Amount”).

**Whereas** the Fund is an Ontario Non-Profit Corporation, having an office at 150 Frederick Street, Kitchener, Ontario.

**And Whereas** this Agreement shall serve to document the agreement between the Fund and the Grant Recipient, having an address at «Address», «City», «StateOrProvince», governing the terms and conditions of the Grant Recipient’s receipt of the Grant Amount.

**Now Therefore** in consideration of the premises and the good and valuable consideration herein contained (the receipt and sufficiency of all of which are hereby acknowledged by the parties hereto, the parties do hereby covenant and agree with one another as follows:

1. The Grant Recipient agrees to undertake the Project described in this Agreement in accordance with the application approved by the Fund bearing the Application ID number at the top of this Agreement (the “Grant Application”).
2. The term of this Agreement will start on **(date)** and end on **(Date)** (the “Term”). Two (2) months from the end of the Term, being **(date)**, a final report (the “Final Report”) is due, and this obligation shall survive the Termination of this Agreement unless the Agreement is terminated by the Fund prior to the expiration of the Term.

The Grant Recipient shall complete the Project as described herein within twelve (12) months of the date of this Agreement, unless an extension is requested by the Grant Recipient and approved by the Fund, in writing.

If a written Request for an Extension is submitted and is approved by the Fund and at the Fund’s sole discretion, the Term of this Agreement shall be extended to the date which the Fund has so approved.

3. The Grant Recipient shall subsequently submit a Final Report on the outcome of the Project, in writing, to the Fund within two (2) months of the completion of the Project.

Failure to submit a Final Report by the prescribed deadline will constitute a breach of this Agreement allowing the Fund to immediately terminate this Agreement and the portion of the Grant Amount that has been disbursed to the Grant Recipient shall immediately become due for repayment and owing and/or the Fund shall not be obligated to disburse any further payments of the Grant Amount to the Grant Recipient.

4. The Fund shall pay the Grant Recipient ninety percent (90%) of the Grant Amount \$«M\_90» within thirty (30) days of receipt of this Agreement signed by the Grant Recipient. The remaining ten percent (10%) of the Grant Amount \$«M\_10» shall be paid to the Grant Recipient once the Project has been completed and the Final Report has been received, reviewed and approved by the Fund.

Under no circumstances shall the amount paid to the Grant Recipient exceed the approved Grant Amount.

5. The Grant Recipient shall only apply the Grant Amount to costs directly associated with the Project. The costs must adhere to the prescribed funding criteria of the Fund as set out in the Grant Application Guidelines available at the Fund's website at <http://www.artsfund.ca/how-to-apply/guidelines/> (the "Guidelines"). The application of grant monies towards indirect or administrative costs for the Project shall not be permitted unless such costs are expressly set out in the Grant Application, as submitted by the Grant Recipient and approved by the Fund.

If requested by the Fund, the Grant Recipient shall provide the Fund with a detailed financial breakdown within thirty (30) days of the request, in writing concerning the expenditure of any or all of the Grant Amount, together with supporting documentation.

For greater clarity, should the Fund become aware of any improper expenses claimed by the Grant Recipient in their Final Report that are not specified as allowable expenses in the Guidelines, including but not limited to indirect or administrative costs (the "Improper Expenses"), then the Fund may reduce the Grant Amount and:

- a) demand the return of any portion of the Grant Amount that has already been disbursed to the Grant Recipient in the amount of the Improper Expenses, which shall immediately become due and owing; and/or
- b) not disburse any future amounts owing to the Grant Recipient of the Grant Amount in the amount of the Improper Expenses.

Should Improper Expenses be claimed by the Grant Recipient then the Fund shall, in its reasonable discretion, have the option to consider the claiming of Improper Expenses by the Grant Recipient as a breach of this Agreement, allowing the Fund to immediately terminate this Agreement and make no further payments of the Grant Amount to the Grant Recipient and/or demand the repayment of any portion of the Grant Amount that has already been disbursed to the Grant Recipient, which shall immediately become due and owing.

6. The Grant Recipient shall not make any substantive changes or modifications to the Project without the written consent of the Fund, which consent shall not be unreasonably withheld.

The Grant Recipient acknowledges that an unapproved substantive change or modification to the Project may result in a reduction of the grant monies allocated to the Project or repayment of any portion of the Grant Amount disbursed to the Grant Recipient.

7. If the Grant Recipient is unable to fulfill this Agreement within the specified time by virtue of any reason whatsoever including but not limited to any act or regulation of any public authority, or on the account of any rule or order of any military or civil authority, or on account of any war or other emergency, or because of labour strike, riot, epidemic, act of God, or any similar cause beyond his or her control, the Grant Recipient shall be excused from performance of the terms of this Agreement. In such an event the Grant Recipient shall promptly return the entire Grant Amount to the Fund.
8. The Grant Recipient shall indemnify, hold harmless and defend the Fund, its directors, members, officers, employees, agents, servants and contractors (“the Indemnified Parties”) for any and all losses, claims, demands, suits, fines, actions, judgments, or costs which may arise in connection with the Project including claims associated with property damage, personal injury or death. The Grant Recipient agrees that this indemnity shall survive the period of time required to fulfill this Agreement and shall be binding upon the Grant Recipients’ personal representatives, administrators, executors and assigns.
9. Without limiting its obligations or liabilities under this Agreement, and at its own expense, the Grant Recipient shall obtain and maintain insurance as required to cover the risks it has assumed or may encounter as a result of entering into this Agreement or completing the Project during the Term.
10. The Grant Recipient warrants that the Project does not violate any copyright or other intellectual property rights of any other person. The Grant Recipient shall indemnify and hold harmless the Indemnified Parties for any and all losses, claims, demands, suits, actions, judgments or costs that may arise from the allegation that one or more aspects of the Project violate the intellectual property rights of any other person.
11. The Grant Recipient authorizes the Fund to use the Grant Recipient’s name and details concerning the Project in promotion, advertising and reporting that the Fund may, from time to time, undertake.

The Grant Recipient agrees to provide photographic images and other images to the Fund for the purpose of posting to the Fund’s website, whereby appropriate credit will be noted for the contributing artist.

12. To ensure public recognition for the support from the Region of Waterloo Arts Fund, all organizations and individuals receiving funding are required to include prominent credit for the Fund’s support in public announcements, media releases, websites and at special events. Annual reports, newsletters, event programs and exhibits should also include

appropriate recognition. At a minimum the recognition statement should state: " \_\_\_\_\_ gratefully acknowledges the financial support of the Region of Waterloo Arts Fund" and should be accompanied by the Fund's official logo.

Grant Recipients that have a website agree to both display the Arts Fund logo on their website and to hotlink the Arts Fund logo displayed on their website to the Arts Fund website home page. (Marks and links for this purpose are available on <http://www.artsfund.ca/downloads/>).

The Grant Recipient agrees to provide the Fund with content to be shared on Arts Fund Facebook, Instagram sites and other social media, as maintained by the Arts Fund Social Media Coordinator.

13. The Grant Recipient agrees to give the Fund timely advance notice and relevant information about launches, exhibits, events, programs and publications associated with the Project and to provide the Arts Fund with an invitation.

The Grant Recipient agrees to provide, two (2) complimentary tickets to the Project's performance or public showing of the work supported by this grant, if the event is ticketed. A member of the Board and/or the Arts Fund Social Media Coordinator may attend the public event.

Grant recipients, whose projects involve production of a multiple such as CD, book or DVD, agree to provide one (1) copy of that multiple to the Fund, to be included with the Final Report.

14. The Grant Recipient acknowledges that they have had the opportunity to obtain a copy of the Guidelines and have reviewed them.
15. This Agreement contains the entire agreement between the parties and any representation that may have been made prior to signing this Agreement is not binding and of no effect. Neither party has relied on such prior representations in entering into this Agreement.
16. This Agreement may not be assigned or transferred by either the Fund or the Grant Recipient without prior written consent of the other party.
17. The parties agree that the laws of the Province of Ontario and the laws of Canada shall govern this Agreement.
18. The Grant Recipient shall comply with all applicable federal, provincial and municipal laws, rules, orders, regulations, and by-laws in respect of the performance of this Agreement and shall furnish proof of such compliance as required by the Fund from time to time.
19. This Agreement must be signed by the Grant Recipient, or an authorized representative of the Grant Recipient, in the space indicated within sixty (60) days of the date of this Agreement.

20. The Grant Recipient acknowledges that they have either had an opportunity to obtain independent legal advice and has either done so or chosen not to.
21. The Grant Recipient acknowledges that he/she is 18 years of age or older.

**In Witness Whereof** the duly authorized officers of the Fund and the Individual have duly executed this Agreement, as of the dates noted below.

**The Region of Waterloo Arts Fund:**

PER: \_\_\_\_\_

Bill Chesney, Board President

I have the authority to bind the corporation.

Dated: \_\_\_\_\_

**«FirstName» «LastName»:**

\_\_\_\_\_  
**(Signature of Individual):**

Dated: \_\_\_\_\_