

**Guidelines for Requesting Support
Under the
Government of Ontario's
International Amateur Sport Hosting Policy**

Ministry of Health Promotion

1. Introduction:

The Government of Ontario's International Amateur Sport Hosting Policy ("Policy") both supports and promotes sound Ontario bids for International Olympic Committee connected international sport hosting events by Ontario communities.

2. Government of Ontario's Fiscal Planning Cycle Requirements

These guidelines for formally requesting support under the Government of Ontario's International Amateur Sport Hosting Policy ("Guidelines") outline the process and scope of information that needs to be provided for formal requests for support under the Policy ("Formal Requests").

Eligible Formal Requests for support will be put forward as part of the Government of Ontario's ("Government") annual fiscal planning process.

The Government fiscal planning process generally starts in September and culminates in a provincial budget in April of the following year.

During the fiscal planning process, submissions made by the Ministry of Health Promotion ("Ministry"), on behalf of requestors for support, are expected to demonstrate a level of due diligence normally required with potential expenditure of public funds.

The information and documentation bidders need to provide to support the due diligence requirements are outlined below (see *Section 7 - Information and Documentation Expectations regarding Formal Requests*).

As part of the due diligence requirements, the Ministry will screen requests in light of the Policy and Guidelines. It will also review and analyze information provided against specific criteria outlined in Section 9 of these Guidelines.

3. Business Case or Application Format

The Ministry recognizes that the federal government has a business case information approach to deal with significant requests for support for sport hosting. There is also a variety of business planning tools available in the non profit sport tourism sector.

To reduce the information burden on those seeking provincial support, these Guidelines allow business case materials developed through other tools and processes to be used towards meeting the Ministry information needs outlined in *Section 7 - the Information Needs and Documentation Section*.

4. *Threshold for Consideration*

While the Ministry has no formal dollar level threshold for consideration of Formal Requests, the Ministry highly recommends requestors seeking support in amounts of under \$75,000 give active consideration to seeking support from other Government sources of funding.

5. *Confidentiality*

The Ministry recognizes that sport hosting is a highly competitive endeavor, in which bid preparation and government support decisions can give a competitive edge. Information provided to the Ministry will be treated in confidence, and not released to other parties without the requestor's permission, subject to the requirements of the *Freedom of Information and Protection of Privacy Act (FIPPA)*, and will not be disclosed, except for the purpose of assessing the request for financial support and administering any support that may be awarded by the Government, without the consent of the entity about whom the information relates, unless the Ministry is obligated to disclose such information in accordance with to FIPPA, by order of a court or tribunal or pursuant to a legal proceeding.

At some point the Ministry might want to develop and publish best practice information based on information received from requestors. Please clearly identify any information that is submitted that you do not want the Ministry to include in such a best practices document, and provide a rationale for the request.

6. *Processing Timelines and Notice Requirements*

All eligible Formal Requests need to be received by September 30, of each year. All Formal Requests received that are eligible under the Policy, will be put forward for a final decision as part of the next provincial budget.

The September deadline is a minimum timing requirement designed to provide the most flexibility to potential bidding cities in light of the timing of governmental fiscal planning processes.

After the first transitional year (2006), requestors are strongly encouraged to register their intent to seek support as far ahead of the September 30th deadline as possible.

This interest should be registered in writing with the Director of the Sport and Recreation Branch. It is expected that this written communication will relatively briefly:

- Outline the scope and nature of the event in light of the eligibility requirements of the Government of Ontario's International Amateur Sport Hosting Policy.
- Provide basic background information about the proposed event in terms numbers of athletes, coaches and visitors attending and expected viewership.
- Indicate an estimate, or a range of estimates, related to the expected Total Event Budget.
- Indicate the level of support from the non profit organized sport community, municipalities and other funders.

In extenuating circumstances, the Ministry is prepared to consider Formal Requests outside the normal fiscal planning process timelines. These circumstances will be exclusively restricted to situations where a municipality has been approached by the awarding organization to participate in hosting, or bidding for an event, as a result of other bidding municipalities dropping out in the late stages of a bidding process, or in the case of removal and withdrawal after award of the event.

7. Information and Documentation Expectations regarding Formal Requests.

It is highly recommended that formal requests for Government support under the Policy be accompanied by the following information and documentation. The information and documentation expectations outlined relate to decision making processes that are part of the Government's fiscal planning process. Requestors are also alerted to the fact that the Ministry may require additional information beyond that outlined in these Guidelines.

A. Authorized request and related information:

- A written request for provincial support – including the amount of support being requested and when it would be required– that has been signed by a duly authorized signing officer of the bidding organization and the main hosting municipality/ies, on behalf of their legal entities.
- Where the request relates to an event under the purview of an applicable recognized sport organization that is recognized under the Provincial Sport Recognition Policy and the Federal Policy for Hosting International Sport Events, a letter of endorsement from the related sport organizations must accompany the formal request.

B. Business case information for total event costs:

- A Business Case document should be provided that includes:

- ☑ Information on the scope of the event in terms of number athletes & officials involved, sports involved, competition structure and number of countries that will be involved.
- ☑ Information on previous Canadian, Ontario and community bidding experience for the proposed and related events.
- ☑ Information on domestic and international timelines and process associated with the bid for the event, such as date for lodging of bids, site visits, selection, etc.
- ☑ Information on the expected number of unique Ontario and non-Ontario spectators to the events.
- ☑ Information on expected television viewership and media coverage in both Ontario and non-Ontario markets.
- ☑ Information on facilities that will be used (including athlete accommodations), including the need for any facilities that will involve significant capital expenditures.
- ☑ Information on the number of out-of-province and in-province visitors who are expected to attend the event and the average length of over night stay.
- ☑ Information on visitor accommodation needs and existing community capacity to accommodate visitors.
- ☑ Information on how the organization of the event will be structured and managed.
- ☑ Information on any event owner/international federation requirements including:
 - ☑ Any legal requirements for assumption of unlimited contingent or underwriting liabilities (e.g. guarantees, joint assumption of liabilities, rights fees guarantees, etc.) required by the event property owner /sport federation, or others.
 - ☑ Legal requirements imposed by the international sport federation, or others (e.g. the national sport organization), that could impact on the overall budget for event preparation, such as such hosting of special congresses at the time of the event, trial events, special commission visits etc.
 - ☑ The proposed names of each of the parties that will assume any such respective obligations or legal requirements set out by the event property owner /sport federation, or others.
- ☑ Information on the proposed sport and recreation *programming* legacy that covers:
 - ☑ Legacy requirements that flow from national and international sport federation expectations and requirements.
 - ☑ The amount of the legacy line item in the proposed budget that can be attributable to Ontario sport, recreation and health promotion benefits.
 - ☑ Nature of the legal entity that will run the legacy.
 - ☑ Membership of the entity that will manage the legacy.
- ☑ Information on *other physical and community legacy aspects*, such as post event use of facilities, that covers:

- Type of legacy.
- Nature of the legal entity that will run the legacy.
- Membership of the entity that will manage the legacy.
- Transportation and security planning information that specifies any service expectations related to the provincial government, such as provincial policing services, public health services for athletes, and highway signage costs.

C. Budget information:

- A total event budget document that covers:
 - Operating revenues by source and full event preparation expenses which includes the value of in-kind and other contributions to the extent that they are expensed.
 - The revenue contribution section is expected to specify the individual contributions (that are reflected in expenses) coming from:
 - Each involved municipality.
 - Other senior levels of Government.
 - Corporate philanthropic contributions.
 - Other non-profit philanthropic contributions.
 - Any other non-commercial contributions.
 - The revenue contribution section is expected to also specify all commercial revenue sources such as sponsorship, ticket sales, TV and multi media rights, etc.
 - Operating costs, including any rights fees and essential provincial government services and any *non-surplus based legacies* including:
 - A sport and recreation *programming* legacy as a separate budget line expense.
 - Any anticipated surpluses.
 - A Capital Budget that includes anticipated total capital cost and any specific associated revenue sources, such as environmentally remediated land contributions, ownership of which is transferred to the organising corporation.
 - A list of any new or major capital retrofit items, with expected budgets, that are part of the capital portion of the budget.
 - A contingency amount to cover any expected cost of living increase adjustments required during the course of event preparation,¹ and other matters.
 - Notes that are part of the budget submitted to the Ministry should outline any contingent liabilities requirements that would arise from entering into a hosting contract with event property owners and indicate the parties that will be expected to assume any such liabilities.
- A cash flow statement that indicates in which provincial fiscal year (April to

¹ Based on Sport Canada Major Games experience, a factor associated with the previous three years consumer cost of living index would not be an unreasonable factor.

March 31) contributions would be expected.

D. Supporting Due Diligence Documentation:

- Evidence of non profit incorporation status for the bid organization, if not a municipality, and a list of directors and officers of the bid organization should accompany the written request.
- A letter from a chartered accountant or an independent expert in the bidding or management of international events verifying that the budget assumptions are reasonable within materiality.
- A Tourism Impact Report that *outlines the amount of provincial tax revenue and the amount of overall economic value (in GDP terms) that will be generated by out-of-province tourists* from the proposed event based on the Ministry of Tourism Regional Economic Impact Model (see www.tourism.gov.on.ca/english/tourdiv/research/treim.htm), or a separate specific out-of-province tourism report generated through the Canadian Sport Tourism Economic Assessment Model (see www.canadiansporttourism.com), or generated by a suitable economics consultancy.
- An Economic Impact Report that outlines the *overall economic value (in GDP terms) of the hosting the event on the local and provincial economy* that has been prepared using the Ministry of Tourism Regional Economic Impact Model (see www.tourism.gov.on.ca/english/tourdiv/research/treim.htm), or a separate specific out-of-province tourism report generated through the Canadian Sport Tourism Economic Assessment Model (see www.canadiansporttourism.com), or generated by a suitable economics consultancy.
- A “Volunteer Contributions Report” that provides information on the
 - Number of volunteers that would be expected to be involved in the planning and hosting of the proposed event.
 - The time value of volunteer contributions.
 - The monetary value of volunteer total time contributions valued based on \$13 per hour of volunteer time (Cf. Statistics Canada: Satellite Account of Nonprofit Institutions and Volunteering).
- A Visibility Plan that outlines the visibility that the Government will receive in participating in the proposed event.

8. *Ineligible costs*

It should be noted that in reviewing any formal requests for support the Ministry will consider the following to be ineligible expenses for the purposes of any financial commitment:

- Any costs associated with requesting formal support from the Government of Ontario.
- Any domestic or international phase bid costs.
- Any payment of commissions for the acquisition of sponsorships, or towards value-in-kind contributions.
- Any costs of honorarium, gifts or other forms of recognition.

9. *Ministry Internal Review Process*

The Ministry is planning to use a two step process to take forward Formal Requests to the Government that could lead to the hosting an international amateur sport hosting event in the Province.

The first step involves Ministry level screening of Formal Requests to ensure that the eligibility requirements under the Policy have been met and understood.

The second step involved the Ministry putting forward information submitted with the Formal Request and key information provided in response to the specific criteria (“Criteria”) outlined under *Step 2. Review of Criteria in support of Government Decision Making*. These Criteria reflect the mix of economic, community, sport, recreation, health promotion and tourism benefits that can be derived from hosting of international sport events, as well as Government public policy dimensions.

Step 1. Policy Eligibility and Guideline Screening.

Step 1 involves screening of requests against and the Policy and these Guidelines. Major concerns, but not necessarily limited to these, for the Ministry under Step 1 are to ensure that:

- The event in question involves a competitive formal international bidding process ²with an International Sport Federation or International Games Organization covered by the Policy.
- The Formal Request has the official commitment of those involved.

² i.e. has a competitive bidding process that has deadlines for submission and decision making; involves lodging of bid documents, a formal process in place for screening of bids and decision making regarding bids.

- ☑ The reasonableness of the budget assumptions has been independently verified.
- ☑ The event will be organized by a non-profit legal entity and will not involve a share of gate to athletes, other involved organizations or individuals.
- ☑ There is evidence of financial support from the municipality where the event would be hosted.
- ☑ There is no expectation of the Government assuming or underwriting any contingent or other liabilities such as deficit or revenue guarantees and rights fee guarantees.
- ☑ The degree that documentary requirements and information needs outlined above have been addressed.

Step 2. Criteria to Support Government Decision Making.

As part of the Government decision making process, the Ministry has developed a number of Criteria. The information expectations outlined in *Section 7* include the information required to support this review. The Criteria are:

- ☑ Determination of the consistency of the request in light of the eligibility requirements of the Policy (see Step1 above).
- ☑ The tourism benefit of the event as measured by the out-of province tourism tax benefits to the Province of Ontario.³
- ☑ The sport and recreation (not directly linked to hosting the event) development benefit of the event as measured by the portion of sport and recreation program legacy that will be available to Ontarians.⁴
- ☑ The value of volunteer time that will be involved in the event.⁵
- ☑ The economic return on provincial investment as measured by the Ontario Economy GDP value generated by the out-of-province tourists attending the event.
- ☑ The economic return on provincial investment as measured by the overall GDP value of the overall event to the Province against the amount requested.⁶

³ See documentary requirements for provincial taxes to be generated by out-of-province tourists

⁴ See Policy regarding sport and recreation program legacy; see also documentary requirement in business case for sport and recreation program legacy information A

⁵ See Volunteer Contribution Report

- ☑ The health promoting potential of the event as measured by the number of unique Ontario spectators and viewers to the event.⁷
- ☑ The community partnership dimension of the event as measured by the level of other philanthropic, non-commercial and other government contribution funding (particularly the federal government contribution) to the event relative to the amount requested of the Ontario Government.⁸
- ☑ The level of community and other contribution as measured by the assumption of any contingent liabilities required by the event property owners.⁹
- ☑ The scale of the proposed event as measured by the proposed Budget.
- ☑ Sport hosting development considerations in light of previous Canadian, Ontario and community bidding and hosting history for this event and previous government hosting decisions.¹⁰

10. Outside advisors

The Government reserves the right to consider the views of outside advisors, and any proposed federal-provincial expert group, as a factor in its considerations.

11. Provincial Support

A. Bid letter

After consideration by the Government, the successful requestors can normally expect to receive a letter of support for use in their Bid books.

A second related funding letter is often sent to requestors, which outlines the Government's fiscal commitment for Bid Budget purposes, and any additional conditions that might be associated with the Government commitment towards the costs of hosting an event.

B. Critical post commitment expectations

It is particularly important for requestors to note that provincial support commitments made under the Policy carry with them a number of post-

⁶ See suggested documentary requirement "A Report on the economic value (in GDP terms) of the hosting the event on the local and provincial economy that has been"

⁷ See suggested business case information on unique spectators attending and Ontario viewership

⁸ See contributions statement report

⁹ See business case and budget requirements regarding obligations to event awardee

¹⁰ See business case Information on bidding history

commitment expectations. Attention is particularly drawn to the need to understand that:

- The amount of the total event budget must not be increased without Ministry consent before the award of an event.
- The requestor will be responsible for creating a non profit organization for the planning and management of the event before the award, in the case that the event is won, and for ensuring that the created non profit organization will be responsible for all obligations and responsibilities assumed by the requestor.
- New athletic facilities being built as part of the event need to be accessible to the public for post-event sport and recreation use.
- Funding will not flow without the completion of required agreements.

C. Agreements

Hosting of sport events is a complex matter, particularly when it involves larger scale international events involving multiple parties.

To support the successful co-ordination and planning of an international event, the Ministry, like the federal government, favors the development of a multi-party agreement for larger events. This is generally understood to be involving requests in the amount of \$2M or more.

In sport bidding and hosting circumstances, multi-party agreements are expected to set out mutual expectations about respective financial commitments, governance, accountability, reporting, and dispute resolutions for the post-award period.

For amounts involving less than a \$2 M request and in situations where there is no multi-party agreement completed, the Ministry anticipates that it will enter into a single party contribution agreement.

It should also be understood that the Government may require additional contribution agreements for the flow of any funds for an event, that funding will only be flowed to a non profit or municipality, and any agreements to which the Ministry is a party must be acceptable to the Ministry in form and substance.

D. Principles

The terms and conditions of Provincial financial support will be set out in one or more funding agreements between the Ministry and the requestor. The principles which will form the foundation of such agreements are set out below.

In submitting a request for Provincial substantial support, the requestor is

deemed to acknowledge and accept these principles.

The following is provided for information only.

Please note that these are minimum requirements.

The Ministry may revise any of the following, or may impose additional requirements, in its sole and absolute discretion.

Also, there may be multiple agreements, and there may be multiple parties to any agreement, depending on the nature and scope of the particular international event.

The Crown in right of Ontario (“Ontario”) shall not be liable to any person for any harm, loss or damage, including claims for detrimental reliance that may arise in connection with the receipt or use of this information.

The requestor is deemed to acknowledge and accept the foregoing.

- Terminology:
 1. “Hosting an International Event” means planning, organizing, managing, promoting and conducting an International Event;
 2. “International Event” means a sports event which is sanctioned by an international sport federation recognized by the International Olympic Committee or an International Games Federation, and awarded through a formal bidding process;
 3. “Project” means all of the actions and deliverables to be undertaken or provided in the course of Hosting an International Event;
 4. “Provincial Funds”, “Provincial Funding” and “Provincial Contribution” means the funds to be provided by Ontario to a Recipient which has been awarded the right to Host an International Event;
 5. “Recipient” means an entity which has sought and received a commitment for Provincial Funding to assist it in Hosting an International Event.
- The Recipient must, in all instances, be a not-for-profit corporation or a municipality. The Recipient is responsible for establishing a non-profit corporation which will be responsible for Hosting the International Event, if the bid is successful. The Recipient will ensure that the not-for-profit corporation assumes all of the Recipient’s obligations and responsibilities under the Contribution Agreement and all other agreements which the Ministry and the Recipient may enter into in relation to the Project. If requested by the Ministry, the Contribution Agreement will give the Ministry the right to approve the not-for-profit corporation’s objects. Ministry staff will be permitted to attend the not-for-profit corporation’s board meetings and to receive reasonable notice of such meetings and copies of agendas, minutes and other relevant material. If requested by the Ministry, the Contribution Agreement will also give the Ministry the right to appoint one or more persons and members and directors of the not-for-profit corporation. The dissolution of the not-for-profit corporation will require the Ministry’s approval.
- If Ontario decides to contribute to the cost of Hosting an International Event, the following conditions must be satisfied prior to Ontario providing any Provincial Funds to the Recipient:
 1. The international governing body awarding the International Event to the Recipient;
 2. The conclusion of a Contribution Agreement between the Ministry and the Recipient, in form and substance satisfactory to the Ministry, within the time frame established by the Ministry; and
 3. The conclusion of any related agreements, in form and substance satisfactory to the Ministry, and within the time frame established by the Ministry, as may be required by the

Ministry and/or third parties who are also contributing to the cost of Hosting the International Event.

- The Recipient must complete the Project in compliance with the Contribution Agreement and any other related agreements between the Ministry and the Recipient. The Ministry will have no responsibility for completing the Project.
- The Recipient will advise the Ministry of any material change to any other agreements which the Recipient has entered into with respect to Hosting the International Event.
- The Provincial Contribution may be used only for such purposes as specified in the Contribution Agreement and related agreements between the Ministry and the Recipient.
- Any payment by Ontario is subject to an appropriation for the fiscal year in which the payment is to be made and funds being available. Should the Provincial Funds be reduced or otherwise become unavailable because of a non-appropriation by the Legislative Assembly of Ontario, Ontario may reduce the amount of funding and/or terminate the Agreement or Agreements upon giving notice to the Recipient.
- The total amount of the Project budget must not be increased, during the bid phase, without the Ministry's prior written consent. Any changes to the Project budget after an International Event has been awarded require the Ministry's prior written consent.
- The Recipient must hold the Provincial Contribution in a separate interest-bearing account and must account to the Ministry on all interest earned. All interest earned on the Provincial Funds belongs to Ontario. The Recipient will use such interest only for the purpose of completing the Project, or as otherwise agreed to by the Ministry, and will return the interest to the Ministry immediately upon the Ministry's request.
- Any unused Provincial Funds belong to Ontario and shall be returned by the Recipient upon the Ministry's request.
- Any part of the Provincial Funds which is not used in accordance with the Contribution Agreement or other related agreements between the Ministry and the Recipient will belong to Ontario and will be used only for purposes agreed upon by the Ministry, or returned to Ontario immediately upon the Ministry's request.
- The Ministry reserves the right to charge interest on any amount owed by the Recipient.
- The Recipient must provide or raise any additional funds necessary to complete the Project in accordance with the Contribution Agreement and all other related agreements between the Ministry and the Recipient.
- Ontario will not be responsible for any deficit incurred in connection with the Project. Ontario will also not provide any revenue guarantees or assume any other contingent liabilities, associated with the Project.
- Ontario will also not be responsible for any environmentally related liabilities associated with the Project, or for any related costs.
- The Project must be conducted in accordance with all applicable federal, provincial and municipal laws, regulations, orders, rules and by-laws.
- The Recipient must make such representations and warranties as the Ministry may require, including, but not limited to the following that:
 - It has the power and authority to carry out the terms of the Agreement
 - It has provided the Ministry with all material information relating to the Project in its request for Provincial Funding and that all such information remains true, correct and complete in every respect and omits no material fact necessary to make such information not misleading, except as set out in the Agreement;
 - It is qualified to do business wherever necessary to carry out the terms of the Agreement; and
 - It is not a party to any agreement, business or other relationship that may conflict with the agreement.
- Ministry staff will be permitted to attend the Recipient's board, planning and other meetings, and the Recipient will provide the Ministry with reasonable notice of such meetings and copies of agendas, minutes and other relevant material.

- ☑ If requested by the Ministry, the Contribution Agreement will also give the Ministry the right to appoint one or more persons as members and directors of the Recipient's board of directors.
- ☑ The Recipient will ensure that all materials, programs, advertising and publicity relating to the Project includes the Province of Ontario logo, if required by the Ministry in accordance with Ontario's Visual Identity Directive, together with such acknowledgements of Provincial support as the Ministry may require.
- ☑ The Recipient will ensure that Ontario is treated in the same manner and afforded the same visibility as other levels of government and premium sponsors. This includes being given a similar opportunity to participate in VIP events and in the presentation of awards.
- ☑ The Recipient will undertake, at no cost to the Ministry, a post-event economic impact study, based on expenditure surveys that will allow the Recipient to report on projected economic performance objectives. The Recipient will also undertake other tourism and economic impact studies as specified by the Ministry and using methodologies approved by the Ministry. The Recipient will ensure that the Ministry has a nonexclusive, perpetual, irrevocable, world-wide, and fully paid up and royalty free license to reproduce, modify and/or publish the results of any of these studies.
- ☑ Both official languages must be used for public information, signs and materials relating to the Project, in accordance with the *French Language Services Act* (Ontario).
- ☑ The Ministry is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario). Any information provided to the Ministry is subject to disclosure in accordance with the requirements of that Act.
- ☑ The Recipient will ensure compliance with the *Personal Information Protection and Electronic Documents Act* (Canada) if that Act applies to the Recipient or to the Project.
- ☑ Upon request, the Recipient will comply with such other Provincial policies as may be identified by the Ministry in writing.
- ☑ The Recipient must ensure that the Contribution Agreement and other related agreements are carried out and the Provincial Contribution used without a conflict of interest.
- ☑ Goods and services, including the acquisition of any interest in real property and the construction or renovation of facilities, shall be acquired through a competitive, fair, open and transparent process.
- ☑ The Ministry may require a further agreement or agreements, in form and substance satisfactory to the Ministry relating to any long-term "legacies" that may be associated with the International Event, including but not limited to the following:
 1. Restrictions on the post-event disposition of assets that are acquired, in whole or in part, using Provincial Funds;
 2. The post- event public right to access facilities that are acquired, constructed or renovated, in whole or in part, using Provincial Funds; and
 3. The funding and administration of any legacy or endowment funds that may be established in connection with the International Event.
- ☑ The Recipient will provide the Ministry with the following reports: interim progress and financial reports, which shall be submitted with such frequency as the Ministry requires; a final report, including final audited financial statements, upon completion of the Project; and such other reports as the Ministry may require from time to time. All reports will contain such information as the Ministry may require, including but not limited to updated financial information, including an explanation for budget variances, and reports on the achievement of performance objectives.
- ☑ The Recipient will keep all records relating to the Provincial Funding, or otherwise to the Project, in a manner consistent with generally accepted accounting principles and clerical practices and will keep them available for review by the Province for 7 years from the expiration or termination of the Agreement. The Ministry will have the right, on 24 hours notice, to enter the Recipient's premises and inspect the records relating to the Provincial Funding or otherwise to the Project. The Ministry's right of inspection includes the right to perform a full or partial audit.

- The Province, its officers, employees and agents will not be liable for any damages, injuries, costs, expenses, lost profits or any other losses of the Recipient arising out of or in any way related to the Project or to the Agreement.
- The Recipient will indemnify the Province, its officers, employees and agents against all damages, injuries, costs, expenses, lost profits, or any other losses arising out of or in any way related to the Project or to the Agreement, brought by any person, unless caused by the Ministry's own negligence or wilful misconduct.
- The Recipient must obtain and maintain insurance acceptable to the Risk Management & Insurance Services, Shared Services Bureau, and Ministry of Government Services.
- The Recipient must not assign the Agreement or all or any part of the Provincial Contribution without the Ministry's prior written consent.
- The Ministry reserves the right to terminate the Agreement, cancel the payment of the Provincial Contribution and request repayment of the whole or part of the Provincial Contribution, including interest, if the Recipient:
 1. Ceases to have the right to host the International Event, including situations where the International Event is cancelled or postponed;
 2. Ceases to operate or notifies the Ministry that it intends to cease operating;
 3. Does not use the Provincial Contribution to pay for the Project in accordance with the Contribution Agreement or any other related agreement between the Ministry and the Recipient, or as otherwise approved by the Ministry in writing;
 4. Has knowingly provided false or misleading information in its proposal for Provincial Funding or in any other communication with the Ministry or in any public communication regarding the Project;
 5. Breaches any term or condition of the Contribution Agreement or any other related agreement between the Ministry and the Recipient;
 6. Becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors; or
 7. Uses any of the Provincial Funds for a political activity.
- At any time, at the sole discretion of the Ministry and upon reasonable notice, the Ministry may impose specific terms and conditions which it considers appropriate for the proper management and expenditure of the Provincial Funds.
- Ontario and the Recipient are and will at all times remain independent of each other and will not represent themselves to be the agent, joint venturer, partner or employee of the other.
- Neither party will be responsible for damage caused by delay or failure to perform the Agreement resulting from matters beyond the control of the Ministry and the Recipient.
- The Agreement will be governed and construed in accordance with the laws of Ontario and the parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

12. Contact Information

Registering interest in support and Formal Requests for Government Support for Amateur International Sport Events should be made to:

*The Director,
The Sport and Recreation Branch
The Ministry of Health Promotion
393 University Avenue, 18th Floor
Toronto, ON M7A 2A1*