

MEMORANDUM

TO: Employment Ontario Transfer Payment Recipients

FROM: Robert MacVicar, Director
Digital, Resource and Data Management Branch

DATE: January 27, 2025

SUBJECT: 2025-2026 Employment Ontario Transfer Payment Agreements

The purpose of this memo is to inform you on the changes made to your Employment Ontario 2025-2026 Transfer Payment Agreements (TPA) in advance of the new fiscal year. Specific details on these changes can be found in Appendix A below. As always, it is the recipient's responsibility to review their agreement in its entirety and understand the full scope of their responsibilities and obligations.

I encourage you to review the terms and conditions of your TPA. If you have any questions regarding the changes and updates provided, please contact your ministry representative.

Thank you,

Robert MacVicar
Digital, Resource and Data Management Branch

cc: Laura Loveridge, Regional Director, Central East Region
Vincent Suh, A/Regional Director, Central West Region
Shawna Bourne, Regional Director, Eastern Region
Nicole Pereira, A/Regional Director, Northern Region
Heather Cross, Regional Director, Western Region

Appendix A

The following is a list of the main changes made to agreements, as applicable to the program.

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- Section 5.1.f. was updated by deleting the following language:
 - f. pursuant to the *Financial Administration Act* (Ontario), any payment of Funds is subject to an appropriation from the Ontario Legislature; if the Province does not receive the necessary appropriation, the Province is not obligated to make any such payment and the Province:
 - i. will terminate the Agreement immediately without liability, penalty, or costs, by giving Notice to the Recipient;
 - ii. will cancel further instalments of Funds;
 - iii. will demand from the Recipient the payment of any Funds remaining in the possession or under the control of the Recipient; and
 - iv. may determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 5.1.f.iii.

And replacing it with:

- f. the Province is bound by the Financial Administration Act (Ontario) (“FAA”) and, pursuant to subsection 11.3(2) of the FAA, payment by the Province of Funds under the Agreement will be subject to,
 - i. an appropriation, as that term is defined in subsection 1(1) of the FAA, to which that payment can be charged being available in the Funding Year in which the payment becomes due; or
 - ii. the payment having been charged to an appropriation for a previous fiscal year.

Schedule “A” – General Terms and Conditions

- Section A5.1 **Acquisition**. was updated by deleting the following language:

Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will:

- a. do so through a process that promotes the best value for money; and
- b. comply with the *Broader Public Sector Accountability Act, 2010* (Ontario), including any procurement directive issued thereunder, to the extent applicable.

And replacing it with:

Acquisition. If the Recipient acquires goods, services, or both with the Funds, it will do so through a process that promotes the best value for money.

- Article A19.0 **Waiver** was updated by deleting the following language:

A19.1 **Waiver Request.** Either Party may, by Notice, ask the other Party to waive an obligation under the Agreement.

A19.2 **Waiver Applies.** If in response to a request made pursuant to section A19.1 a Party consents to a waiver, the waiver will:

- a. be valid only if the Party that consents to the waiver provides the consent by Notice; and
- b. apply only to the specific obligation referred to in the waiver.

And replacing it with:

A19.1 **Condonation not a waiver.** Failure or delay by the either Party to exercise any of its rights, powers or remedies under the Agreement will not constitute a waiver of those rights, powers or remedies and the obligations of the Parties with respect to such rights, powers or remedies will continue in full force and effect.

A19.2 **Waiver.** Either Party may waive any of its rights, powers or remedies under the Agreement by providing Notice to the other Party. A waiver will apply only to the specific rights, powers or remedies identified in the Notice and the Party providing the waiver may attach terms and conditions to the waiver.

Schedule “B” – Project Specific Information and Additional Provisions

- The following was added to Article B3.0 **Amendment and Additions to Article A2.0 Representations, Warranties and Covenants:**

Section A2.1.d is deleted and replaced with:

d. unless otherwise provided for in the Agreement, any information the Recipient provided to the Province in support of its request for Funds (including information relating to any eligibility requirements and the Recipient’s attestation of good standing with labour and environment laws required pursuant to section 14.0.a.ii of Schedule “C”, and the Recipient’s verification of compliance with tax laws required pursuant to section 14.0.b of Schedule “C”) was true and complete at the time the Recipient provided it and will continue to be true and complete;

- A new Article B5.0 was added:

B5.0 Addition to Article A5.0 Recipient’s Acquisition of Goods or Services, and Disposal of Assets

The following section is added to Article A5.0 **Recipient’s Acquisition of Goods or Services, and Disposal of Assets:**

A.5.3. **Request for Consent of Disposal of Asset.** The Recipient will submit to the Province an Assets Report as part of its request to obtain the Province's consent as required pursuant to section A5.2.

- The addition of the new Article B5.0 has affected the sequencing of the subsequent articles.
- Updates to Article A10.0 **Insurance** under B8.0 **Amendment to Article A10.0 Insurance** on applicable agreements:
 - Addition to A10.1 **Recipient’s Insurance:**
 - e. non-owned automobile coverage with blanket coverage for hired automobiles.
 - New A10.4 **Special Transportation Insurance:**

Where special transportation arrangements (e.g., rental/lease of a vehicle, contracting with a shuttle service) are required, the Recipient shall maintain all relevant insurance including automobile insurance or ensure adequate insurance coverage is provided under the rental/lease or shuttle service agreement. The Recipient is not covered under the Province of Ontario automobile insurance policies or the Province's General and Road Liability Protection Program.

- The following language is added to Section A12.1 Events of Default under B9.0
Amendment to Article A12.0 Event of Default, Corrective Action, and Termination
 - b. the Recipient's operations, its financial condition, its organizational structure or its control changes such that it no longer meets one or more of the eligibility requirements of the program under which the Province provides the Funds;
 - c. the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or a creditor makes an application for an order adjudging the Recipient bankrupt, or applies for the appointment of a receiver;
 - d. the Recipient ceases to operate; and
 - e. the Recipient is found to have breached the terms or conditions in another agreement with the Province.

Schedule "C" – Project

- **Transfer Payment Ontario (TPON)** related Article was updated by deleting the following language:

The Transfer Payment Ontario (TPON) system is a central repository of information for organizations to register, view, and update their organization's profile information in order to receive transfer payment funding from the Province. The Recipient will ensure that their information is kept up to date on TPON.

And replacing it with:

TPON system is a central repository of information for organizations to register, view, and update their organization's profile information in order to receive transfer payment funding from the Province.

- a. The Recipient will ensure that their:
 - i. Organizational information is kept up to date in TPON; and
 - ii. attestation of good standing with labour and environment laws is completed and is kept up to date on TPON.

- b. In addition, the Recipient will also ensure that their:
 - i. tax compliance verification of good standing with tax laws is completed and is kept up to date through the Tax Compliance Verification Portal: [Check your tax compliance status | ontario.ca](#); and
 - ii. attestation of good standing with tax laws is completed and is kept up to date on TPON.