

## ONTARIO TRANSFER PAYMENT AGREEMENT

for COCHI/OPHI

Version: April 29, 2019

THE AGREEMENT, effective as of \_\_\_\_\_, 2019 (the “Effective Date”),

**B E T W E E N:**

**Her Majesty the Queen in right of Ontario as represented by  
the Minister of Municipal Affairs and Housing**

(“Minister”)

- and -

**[Insert Name of Service Manager]**

(“Service Manager”)

### BACKGROUND

- Canada Mortgage and Housing Corporation (“CMHC”) and Her Majesty the Queen in right of Ontario as represented by the Minister of Housing (“MHO”) entered into a bilateral agreement under the 2017 National Housing Strategy made as of April 1, 2018 (the “CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy”).
- The Minister is now responsible for the CMHC-Ontario Bilateral Agreement under the 2017 National Housing Strategy signed by MHO.
- The Minister has established a Canada-Ontario Community Housing Initiative (“COCHI”) and an Ontario Priorities Housing Initiative (“OPHI”), pursuant to which the Minister will provide the CMHC funding and Provincial funding as applicable.
- The Minister and the Service Manager have entered into this Agreement for the purpose of establishing the Service Manager’s obligations with respect to the administration of the Program and the Minister’s obligation to provide funding to the Service Manager for the Program.

### CONSIDERATION

In consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Minister and the Service Manager (the “Parties”) agree as follows:

#### 1.0 ENTIRE AGREEMENT

1.1 This agreement (the “Agreement”), includes:

- Schedule “A” - General Terms and Conditions;
- Schedule “B” - Program Specific Information and Additional Provisions;
- Schedule “C” - Canada-Ontario Community Housing Initiative (COCHI);

Schedule "D" - Ontario Priorities Housing Initiative (OPHI);  
Schedule "E" - French Language Services;  
Schedule "F" - Communications Protocol Requirements;  
Schedule "G" - Program Guidelines;  
Schedule "H" - Investment Plan; and,  
Schedule "I" - Canada-Ontario Community Housing Initiative Sustainability Plan.

any amending agreement entered into as provided for below, and constitutes the entire agreement between the Parties with respect to the subject matter contained in this Agreement and supersedes all prior oral or written representations and agreements.

## **2.0 CONFLICT OR INCONSISTENCY**

2.1 In the event of a conflict or inconsistency between the Additional Provisions and the provisions in Schedule "A", the following rules will apply:

- (a) the Parties will interpret any Additional Provisions in so far as possible, in a way that preserves the intention of the Parties as expressed in Schedule "A"; and
- (b) where it is not possible to interpret the Additional Provisions in a way that is consistent with the provisions in Schedule "A", the Additional Provisions will prevail over the provisions in Schedule "A" to the extent of the inconsistency.

## **3.0 COUNTERPARTS**

3.1 The Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

## **4.0 AMENDING THE AGREEMENT**

4.1 The Agreement may only be amended by a written agreement duly executed by the Parties.

## **5.0 ACKNOWLEDGEMENT**

5.1 The Service Manager acknowledges that:

- (a) by receiving Funds it may become subject to legislation applicable to organizations that receive funding from the Government of Ontario, including the *Broader Public Sector Accountability Act, 2010* (Ontario), the *Public Sector Salary Disclosure Act, 1996* (Ontario), and the *Auditor General Act* (Ontario);
- (b) Her Majesty the Queen in right of Ontario has issued expenses, perquisites, and procurement directives and guidelines pursuant to the *Broader Public Sector Accountability Act, 2010* (Ontario);
- (c) the Funds are:
  - (i) to assist the Recipient to carry out the Program and not to provide goods or services to the Minister;
  - (ii) funding for the purposes of the *Public Sector Salary Disclosure Act, 1996* (Ontario);
- (d) the Minister is not responsible for carrying out the Program;
- (e) the Minister is bound by the *Freedom of Information and Protection of Privacy Act* (Ontario) and that any information provided to the Minister in connection with the

Program or otherwise in connection with the Agreement may be subject to disclosure in accordance with that Act;

- (f) acknowledges that it has read and understands the provisions contained in the entire Agreement; and
- (g) agrees to be bound by the terms and conditions contained in the entire Agreement.

**IN WITNESS WHEREOF**, the Parties have executed the Agreement on the dates set out below.

<b>HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO as represented by the Minister of Municipal Affairs and Housing</b>	
Name:	
Title:	
Date:	

<b>[enter the full legal name of the Service Manager]</b>	
Name:	
Title:	
Date:	
Authorizing Signing Officer	