

CONNECTED FOR SUCCESS (Pilot Expansion)

CO-OPERATION AGREEMENT

Between: **ROGERS COMMUNICATIONS PARTNERSHIP**, a partnership, having its registered office at 333 Bloor Street East, Toronto, Ontario M4W 1G9, (hereinafter referred to as "**Rogers**"),

And Bruce County Housing Corporation; a corporation having its registered office at 325 Lambton Street PO BOX 1450, Kincardine ON N2Z 2Y1 (office) (the "Co-op"), each herein referred to as "Party" and all collectively as "Parties"

WHEREAS the "Connected for Success" Pilot Expansion Program is intended to make Internet services available to qualified low-income individuals and households who might otherwise not be able to afford such services (the "Program");

AND WHEREAS Bruce County Housing Corporation; the owner and property manager of housing properties receiving subsidy ("Premises"), providing housing and housing related services on a non-profit basis to low-income households on a non-profit and subsidized basis and is interested in promoting and offering the Program Services within such Premises;

AND WHEREAS the Co-op will not receive any fee or compensation from Rogers or any End-user in connection with the Program.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1. In this Agreement, the following terms have the following respective meanings:

1.1.1. "**Affiliate**" shall have the meaning ascribed thereto in the *Canada Business Corporations Act*.

1.1.2. "**Agreement**" means this Co-op Agreement, as amended, including the Schedules annexed hereto.

1.1.3. "**Connected for Success Services**" means the Internet and related Services provided to End-users.

1.1.4. "**Control**" shall have the meaning ascribed thereto in the *Canada Business Corporations Act*.

1.1.5. "**Effective Date**" means 02/05/2020

- 1.1.6. **"Effective Date of Termination"** shall have the meaning ascribed thereto in Section 9.2 herein.
- 1.1.7. **"End-user"** means a Qualified Individual who has subscribed to the Connected for Success Services.
- 1.1.8. **"Expiration Date"** shall have the meaning ascribed thereto in Section 3.1 herein.
- 1.1.9. **"Guidelines"** means the business processes, operational procedures and specific directions developed herein for delivery of the Connected for Success Services to the End-users and attached as Schedule A.
- 1.1.10. **"Initial Term"** shall have the meaning ascribed thereto in Section 3.1 herein.
- 1.1.11. **"Internet Services"** means Rogers Hi-Speed Internet, \$9.99/month (not including taxes), up to 100GB of data usage allowance (no over usage charge), and 25Mbps download speed/5 Mbps upload speed. Modem is included.
- 1.1.12. **"Person"** means an individual, a corporation, a partnership, a joint venture, an association, a company, a trust, an unincorporated entity and any other entity however designated or constituted.
- 1.1.13. **"Premises"** buildings owned or operated by the Co-op that provide non-profit housing for low-income households.
- 1.1.14. **"Program"** means the co-operative Connected for Success Program set out herein whereby the Connected for Success Services are delivered on a preferential basis, as determined by Rogers from time to time to Qualified Individuals.
- 1.1.15. **"Qualified Individual"** means an occupant of the Co-op Premises qualified as a rent geared to income household, as confirmed by the Co-op pursuant to section 5.2.
- 1.1.16. **"Regulatory Authority"** means the Canadian Radio-television and Telecommunications Commission, the Government of Canada or any of its representatives or Departments, and any Provincial, Municipal or other Government, or any of its representatives or Departments, and any regulatory agency, court or tribunal having authority.
- 1.1.17. **"Renewal Agreement"** shall have the meaning ascribed thereto in Section 3.2 herein.

2. PURPOSE

- 2.1. **Offering.** Rogers will offer the Connected for Success Services to be provided to Qualified Individuals.

3. **TERM**

- 3.1. **Initial Term.** This Agreement shall come into force on the Effective Date and shall remain in full force and effect thereafter for a period of two (2) years (the “**Initial Term**”), unless terminated earlier as provided in Section 9.
- 3.2. **Renewal.** At least three (3) months prior to the expiration date of the Initial Term or any subsequent Renewal Term, a Party must give notice of its intent to discontinue its participation in the Program, failing which the Agreement will renew for a further one year period (a “**Renewal Term**”).

4. **ROGERS OBLIGATIONS**

- 4.1. **Billing.** Rogers will be responsible for all of the activities in connection with the billing of End-users, including the issuance of the monthly invoices, billing inquiries, issuance of credits and collection. All contracts and contractual responsibilities will be between Rogers and the End-user and the Co-op will have no involvement and no liability under such contracts.
- 4.2. **Activation.** Rogers will be responsible for all of the activities in connection with order entry, activation, deactivation and set up of End-users. Rogers will provide any necessary technical support for End-users.
- 4.3. **Unlawful Use.** Where an End-user has used or uses the Connected for Success Services for any purpose or in any manner which is fraudulent, dishonest or illegal, or in such manner as to interfere with the use of the Connected for Success Services by any other End-user or Co-op’s members or tenants, Rogers will take such action as is necessary for the protection of the other End-users and the Co-op’s members or tenants including terminating the Connected for Success Services to such End-user.
- 4.4. **Compliance with the Guidelines.** Each Party agrees to comply with all terms and conditions of the Joint Operating Guidelines attached as Schedule A.
- 4.5. **Relationship with End-users.** Rogers shall provide and offer the Connected for Success Services to the End-users in a manner that ensures that End-users and any members of the public who become aware of the program are aware that the Connected for Success Services are available only for Qualified Individuals.

5. **CO-OP OBLIGATIONS**

5.1. Marketing. The Co-op will use best efforts to cooperate in all of the activities in connection with the marketing of the Connected for Success Services and will work closely with Rogers on promoting and updating their residents with marketing material that may include, but will not necessarily be limited to information letters, brochures and posters. The Co-op will permit Rogers to refer to the Co-op in all marketing material and licenses Rogers to use the Co-op's branding on such material, provided that (a) it conforms to the Co-op's branding guidelines and (b) the Co-op will have an opportunity to review and consent to such use, which consent will not be unreasonably withheld or delayed for more than two (2) business days.

5.2. Qualifying End-users. The Co-op will identify Persons who are eligible for participation in the Connected for Success Services in a way that protects the privacy of the Qualified Individuals.

- A pre-approved letter from Rogers will be provided to the Co-op to distribute to eligible units.
- The consent form attached as Schedule B will be included with each letter to authorize the Co-op to confirm with Rogers that they are eligible for the program (RGI eligible).
- Interested members or tenants will need to deliver the signed consent to the Co-op
- Rogers will then work with designated prime from the Co-op to confirm eligibility and follow up with customer to either a) sign them up for the program or b) advise they do not qualify.

5.3. Personal information. Rogers will keep all personal information about Qualified Individuals and other members or tenants of the Co-op fully confidential, will adequately safeguard the personal information and will only release it to persons within Rogers' organization that have a need-to-know or as otherwise authorized in writing by each Person.

6. INDEMNIFICATION

Each Party agrees to indemnify the other Party for liabilities incurred by the other Party arising from any third party claims (a) arising from the indemnifying Party's material breach of any obligation, representation or warranty under this Agreement, as applicable; (b) relating to any physical damage to property, or personal injury or death, caused by the indemnifying Party or any of its Affiliates, agents or subcontractors; or (c) arising from intellectual property rights infringement in connection with the Connected for Success Services or goods supplied by the Indemnifying Party, as applicable, or from any materials or services utilized to provide same.

7. LIMITATION OF LIABILITY

7.1. None of the Parties shall be liable for:

7.1.1. any circumstance resulting from *force majeure* or any circumstance or event independent of either Party's control, including without limitation fire, accidents, war, riots, inclemency, epidemics, disease, storms, floods, strikes, lock-outs, difficulties in labour relations, acts of God, acts of civil or, military authority, or impossibility of obtaining from usual suppliers the material or manpower necessary to execute its obligations;

7.1.2. any act or omission of any other Person providing telecommunications or communications whose network installations or services are used by the Parties' respective networks or for the purposes of providing the Connected for Success Services;

7.2. NO PARTY SHALL HAVE ANY LIABILITY WHATSOEVER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR BY ANY ASSIGNEE OR OTHER TRANSFEREE OF THE OTHER PARTY, EVEN IF INFORMED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

7.3. With the exception of claims that are the subject of indemnification pursuant to Section 6 herein or with respect to breach of confidentiality obligations, the right of redress of any Party shall be limited to direct damages provided that each Party's liability to the other arising from whatever cause shall not exceed fifty thousand (\$50,000) dollars per event or series of connected events and five hundred thousand (\$500,000) dollars in any twelve (12) month period.

8. NON-PAYMENT

Neither Party will be responsible to the other Party for any losses arising from non-payment by End-users.

9. EARLY TERMINATION

9.1. **Events of Termination.** Either Party shall have the right to terminate this Agreement:

9.1.1. if the other Party is in breach of any of its material obligations pursuant to this Agreement and the breach is not cured within thirty (30) calendar days of written notice specifying the nature of the breach or within ten (10) calendar days of such notice in the case of non-payment of any sums due;

9.1.2. if the other Party makes an assignment for the benefit of creditors; if a receiver, trustee or similar official is appointed for the other Party or any of its property; if a petition in bankruptcy, any proceeding are commenced pursuant to bankruptcy legislation for a petition or reorganization or liquidation of the other Party under any federal or provincial law is filed by or against the other Party, or if the other Party becomes subject to proceedings under the *Bankruptcy Act*, the *Companies Creditors' Arrangements Act*, the *Winding-up and Restructuring Act* or proceedings or any other Act for the benefit of creditors;

9.1.3. If a legislative or regulatory provision, or directive, order or decision has the effect of preventing a Party from participating in the Program as anticipated herein.

9.2. Termination Notice. A Party that wishes to exercise its rights under Section 9.1 above to terminate the Agreement shall give to the other Party a prior written notice of at least five (5) days indicating specifically its decision to terminate this Agreement and by making a specific reference to the provision(s) of the Agreement under which termination is based. Termination shall take effect five (5) days from the date of the terminating Party's written notice.

10. ASSIGNMENT

This Agreement and the rights resulting hereunder cannot be transferred or assigned by a Party without the prior written consent of the other Party not to be unreasonably withheld or delayed. No consent shall be required for a transfer or an assignment made in favour of an Affiliate of the transferor or assignor Party.

11. PUBLICITY

No Party may issue any press release any other announcement concerning this Agreement and its terms and conditions without the prior written consent of the other Parties.

12. NOTICE

Any written notice or other communication which must be given or addressed under this Agreement is deemed to have been validly given or received on the fifth (5th) day following the date of its transmission by courier to a senior member of the recipient Party's management, at the address of a Party, as the case may be, mentioned at the beginning of this Agreement or at any other address having been indicated, following a change of address made in accordance with this Section.

13. GENERAL PROVISIONS

13.1. Amendment. This Agreement may not be amended unless an instrument in writing is executed by authorized representatives of each of the Parties.

13.2. No Waiver. The failure of a Party to insist upon or enforce strict performance by the other Party of any provision of the Agreement or to exercise any right under the Agreement will not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provision or right in that or any other instance; rather, the same will be and remain in full force and effect.

13.3. No-solicitation. During the term of this Agreement and any renewal thereof and for a period of one (1) year after its termination or expiration, neither Party shall directly solicit the services of any employee or Consultant of the other Party, in any manner whatsoever, whether as employee or Consultant, without the prior written consent of such other Party. This Section shall not be interpreted as to preclude any employee of a Party to solicit employment or consulting agreement with any other Party following a public job posting.

13.4. Entire Agreement. This Agreement constitutes the complete and entire agreement between the Parties in connection with the subject matter herein and supersedes any and all previous agreements and understandings between the Parties in connection with the subject matter herein whether verbal or written.

13.5. Relationship between the Parties. The relationship between and among the Parties hereto shall not be that of partners and shall be limited to the express provisions of this Agreement. Nothing herein contained shall be deemed to constitute a partnership, joint venture or agency relationship between the Parties or any relationship between any Party and any of the End-users.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by their representatives duly authorized as they so declare to take effect on the Effective Date.

Bruce County Housing Corporation

By: _____
Name:
Title:

ROGERS COMMUNICATIONS PARTNERSHIP:

By: _____
Name: Peter King
Title: Senior Director, Rogers Communications

SCHEDULE A

What are the Roles and Responsibilities of the Partners involved?

Rogers:

Program Manager

- Ensure the program activities operate and comply with policies and procedures of the organization, report program activity and supervise coordinators by providing direction and input

Designated Sales Representative's

- Responsible for onboarding participants, providing information on our internet offer for customers that call in, work with Program Manager to provide reports

Cross Functional Support

- Marketing: creative for promotional materials, direct mail
- Technicians: visit suites to install internet modem

Co-op:

Prime Contacts/Managers for:

- Assist in the promotion of program where applicable (posters, brochures)

Qualifying End-users. The Co-op will identify Persons who are eligible for participation in the Connected for Success Services in a way that protects the privacy of the Qualified Individuals.

- A pre-approved letter from Rogers will be provided to the Co-op to distribute to eligible units.
- Interested members or tenants who call in to inquire about the program will need to provide their written consent that Rogers can confirm with their Co-op that they are eligible for the program (RGI eligible)
- Rogers will then work with designated prime from the Co-op to confirm eligibility, and follow up with customer to either a) sign them up for the program or b) advise they do not qualify

OR

- Co-op can qualify End-users by providing a list of eligible (subsidized) units to Rogers

SCHEDULE B
CONSENT TO RELEASE INFORMATION

This form has to be signed and delivered to the Co-op office.

All members must sign and any non-member occupants 16 years old or older.

The undersigned authorizes the Co-op to disclose to Rogers Communications

- that the undersigned is eligible for rent-geared-to-income assistance; or
- that the undersigned is no longer eligible for rent-geared-to-income assistance.

This authorization will continue as long as the undersigned lives at the co-op or until it is revoked.

The undersigned can revoke this authorization at any time by written notice to the co-op.

Signatures

This Consent must be signed by all members and any non-member occupants 16 years old or older.

Sign above the line and print your name below.

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of non-member occupant: _____

Date: _____
Name of non-member occupant: _____