TRANSFER PAYMENT AGREEMENT

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Agribusiness

(the **"Province"**)

– and –

UNIVERSITY OF GUELPH

(the **"Recipient U of G"**)
CRA #108161829

– and –

LAKEHEAD UNIVERSITY

(the **"Recipient Lakehead"**)
CRA #119002681

CONSIDERATION

In consideration of the mutual covenants and agreements contained in this agreement (the "**Agreement**") and for other good and valuable consideration, the receipt and sufficiency of which is expressly acknowledged, the Province, the Recipient U of G, and the Recipient Lakehead (jointly, the "**Parties**") agree as follows:

1.0 ENTIRE AGREEMENT

1.1 This Agreement, including:

Schedule "A" – General Terms And Conditions,
Schedule "B" – Operational Requirements And Additional Provisions,
Schedule "C" – Project Description,
Schedule "D" – Budget,
Schedule "E" – Payment Plan,
Schedule "F" – Reports, and
any amending agreement entered into as provided for below,

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. COUNTERPARTS AND ELECTRONIC SIGNATURES

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

2.2 This Agreement may be executed electronically. The electronic signature of a Party may be evidenced by one of the following means and transmission of this Agreement may be as follows:

(a) A manual signature of an authorized signing officer placed in the respective signature line of this Agreement and this Agreement scanned as a pdf file and delivered by email to the other Parties;

(b) A digital signature placed in the respective signature line of this Agreement, including:

(i) The name of the authorized signing officer typed in the respective signature line of this Agreement,

(ii) An image of a manual signature inserted in the respective signature line of this Agreement,

(iii) An Adobe signature of an authorized signing officer, or

(iv) Any other digital signature of an authorized signing officer with the other Parties' prior written consent, and this Agreement delivered by email to the other Parties; or

(c) Any other means with the other Parties' prior written consent.

3.0. AMENDING AGREEMENT

3.1 This Agreement may only be amended by a written arrangement duly executed by the Parties.

4.0. ACKNOWLEDGEMENT

4.1 Each Recipient acknowledges and agrees:

(a) It has read and understands the provisions contained in the entire Agreement;
(b) It will be bound by the terms and conditions in the entire Agreement;
(c) The Funds provided under this Agreement may be subject to the *BPSAA*, the *PSSDA* and the *AGA*;
(d) His Majesty the King in right of Ontario has issued expenses, perquisites and procurement directives and guidelines pursuant the *BPSAA*;
(e) The Funds:
  (i) Are to assist the Recipients to carry out the Project and not to provide goods or services to the Province, and
  (ii) May be Funding for the purposes of the *BPSAA*, the *PSSDA* and the *AGA*;
(f) The Province is not responsible for managing or carrying out the Project; and
(g) The Province is bound by the *FIPPA* and that any information provided to the Province in connection with the Project or otherwise in connection with the Agreement may be subject to disclosure in accordance with the *FIPPA* or other applicable Requirements Of Law.
(h) Notwithstanding its participation in regular meetings and updates with the Parties, the Province is merely a funder and is not a Project Manager or Coordinator and is not responsible for the completion of the Project.

(i) Time is of the essence and that they must complete all Project milestones in a timely manner.

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

HIS MAJESTY THE KING IN RIGHT OF ONTARIO,
as represented by the Minister of Agriculture, Food and Agribusiness

The Honourable Trevor Jones — Date
Minister of Agriculture, Food and Agribusiness

I have the authority to bind the Province pursuant to delegated authority.

UNIVERSITY OF GUELPH

S. Rasheed

Digitally signed by Sharmilla Rasheed
DN: cn=Sharmilla Rasheed, o=University of Guelph, ou=Vice-President (Finance & Operations), email=rasheeds@uoguelph.ca, c=CA
Date: 2025.06.18 14:46:56 -04'00'

Sharmilla Rasheed — Date
Vice President (Finance & Operations)

Digitally signed by David Hargreaves
DN: cn=David Hargreaves, o=Associate Vice-President (Finance) , ou=University of Guelph, email=dhargrea@uoguelph.ca, c=CA
Date: 2025.06.18 14:47:30 -04'00'

David Hargreaves — Date
Associate Vice President (Finance)

I/We have the authority to bind the U of G.

LAKEHEAD UNIVERSITY

Gillian Siddall
Digitally signed by Gillian Siddall
Date: 2025.06.17 13:14:47 -04'00'

Dr. Gillian Siddall — Date
President & Vice-Chancellor

Kathy Pozihun
Digitally signed by Kathy Pozihun
Date: 2025.06.16 15:56:01 -04'00'

Kathy Pozihun — Date
Vice-President (Administration & Finance)

I/We have the authority to bind the Recipient Lakehead.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "A" FOLLOWS]

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

ARTICLE A1
INTERPRETATION AND DEFINITIONS

A1.1 Interpretation. For the purposes of interpreting the Agreement:

(a) Words in the singular include the plural and *vice versa*;

(b) The headings do not form part of this Agreement; they are for reference purposes only and will not affect the interpretation of the Agreement;

(c) Any reference to dollars or currency will be in Canadian dollars and currency;

(d) Any reference to a statute means a statute of the Province of Ontario, unless otherwise indicated;

(e) Any reference to a statute is to that statute and to the regulations made pursuant to that statute as they may be amended from time to time and to any statute or regulations that may be passed that have the effect of supplanting or superseding that statute or regulation unless a provision of this Agreement provides otherwise;

(f) Any reference to an Order-in-Council or Minister's Order is a reference to that Order-in-Council or Minister's Order as they may be amended from time to time and to any Order-in-Council or Minister's Order that has the effect of supplanting or superseding that Order-in-Council or Minister's Order unless a provision of this Agreement provides otherwise

(g) All accounting terms will be interpreted in accordance with the Generally Accepted Accounting Principles used in Canada and all calculations will be made and all financial data to be submitted will be prepared in accordance with the Generally Accepted Accounting Principles used in Canada; and

(h) The words "include", "includes" and "including" denote that the subsequent list is not exhaustive.

A1.2 Definitions. In the Agreement, the following terms will have the following meanings:

"Aboriginal Group" includes the First Nations, Inuit and Métis peoples of Canada holding Aboriginal or treaty rights under section 35 of the *Constitution Act, 1982*.

"Additional Provisions" means the additional terms and conditions referred to in section A9.1 of Schedule "A" and specified in section B2 of Schedule "B".

"*AGA*" means the *Auditor General Act*.

"Arm's Length" has the same meaning as determined by the *Income Tax Act* (Canada), as it read on the Effective Date of this Agreement.

"*BPSAA*" means the *Broader Public Sector Accountability Act, 2010*.

"Budget" means the budget attached as Schedule "D".

"Business Day" means any working day, Monday to Friday inclusive, excluding statutory and other holidays, namely: New Year's Day; Family Day; Good Friday; Easter Monday; Victoria

Day; Canada Day; Civic Holiday; Labour Day; Thanksgiving Day; Remembrance Day; Christmas Day; Boxing Day; any day fixed as a holiday by proclamation of the Governor General or Lieutenant Governor; and any other day on which the Province is not open for business.

"Contract" means an agreement between a Recipient and a third-party whereby the third-party provides a good, service or both for the Project in return for financial consideration that that Recipient wants to pay using the Funds under this Agreement.

"Effective Date" means the date on which this Agreement is effective, as set out under section B1.1 of Schedule "B".

"Eligible Costs" means those costs set out under section D4 of Schedule "D".

"Event of Default" has the meaning ascribed to it in section A14.1 of Schedule "A".

"Expiration Date" means the date on which this Agreement will expire, as set out under section B1.3 of Schedule "B", unless amended or terminated prior to this date in accordance with the terms and conditions of this Agreement.

"*FAA*" means the *Financial Administration Act*.

"Failure" means a failure to comply with any term, condition, obligation under any other agreement that a Recipient has with His Majesty the King in Right of Ontario or one of His agencies.

"*FIPPA*" means the *Freedom of Information and Protection of Privacy Act*.

"Funding Year" means:

(a) In the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and

(b) In the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31, the Expiration Date, or the termination of this Agreement, whichever comes first.

"Funds" means the money the Province provides to a Recipient pursuant to this Agreement.

"Indemnified Parties" means His Majesty the King in Right of Ontario, His Ministers, agents, appointees and employees.

"Ineligible Costs" means those costs set out under section D5 of Schedule "D".

"Maximum Funds" means the maximum amount of Funds that the Province will provide to the Recipients under this Agreement within their respective limits as set out under section B1.4 of Schedule "B".

"MCURES" means the Ministry of Colleges, Universities, Research Excellence and Security.

"Notice" means any communication given or required to be given pursuant to this Agreement.

"Notice Period" means the period of time within which the Recipient is required to remedy an Event of Default, including any such period or periods of time by which the Province considers it reasonable to extend that time.

"Party" means either the Province or the Recipient.

"Project" means the undertaking described in Schedule "C".

"Project Completion Date" means the respective date by which each Recipient must complete its part of the Project under this Agreement, as set out under section B1.2 of Schedule "B".

"*PSSDA*" means the *Public Sector Salary Disclosure Act, 1996*.

"Reports" means the reports set out under Schedule "F".

In the absence of a modifier, "**Recipient**" means either of Recipient U of G or Recipient Lakehead.

"**Recipients**" means Recipient U of G and Recipient Lakehead jointly.

"Requirements Of Law" means all applicable statutes and regulations, including the *Ontario Heritage Act* and its regulations, by-laws, ordinances, codes, official plans, rules, approvals, permits, licenses, authorizations, orders, decrees, injunctions, directions and agreements with all authorities.

"Term" means the period of time beginning on the Effective Date of this Agreement and ending on the Expiration Date or the date of termination of this Agreement, whichever period is shorter.

"Timelines" means the Project schedule set out in Schedule "C".

A1.3 Conflict. Subject to section A9.1 of this Schedule "A", in the event of a conflict between this Schedule "A" and any other Schedule of this Agreement, the terms and conditions set out under this Schedule "A" will prevail.

ARTICLE A2
REPRESENTATIONS, WARRANTIES AND COVENANTS

A2.1 General. Each Recipient represents, warrants and covenants that:

(a) It is, and will continue to be for the Term of this Agreement, a validly existing legal entity with full power to fulfill its obligations under this Agreement;

(b) It has, and will continue to have for the Term of this Agreement, the experience and expertise necessary to carry out the Project;

(c) It has the financial resources necessary to carry out the Project and is not indebted to any person(s) to the extent that such indebtedness would undermine its ability to complete its part of the Project by its Project Completion Date;

(d) It is currently in compliance with and will remain in compliance with the following for its business operations during the Term of this Agreement:
   (i) Environmental-related Requirements Of Law;
   (ii) Labour-related Requirements Of Law;
   (ii) Tax-related Requirements Of Law; and
   (iv) Material compliance with other Requirements Of Law; and

(e) Unless otherwise provided for in this Agreement, any information the Recipient provided to the Province in support of its request for Funds, including any information relating to any eligibility requirements, was true and complete at the time it provided it.

A2.2 Execution Of Agreement. Each Recipient represents and warrants that:

(a) It has the full power and authority to enter into and perform this Agreement;

(b) It has taken or will take all necessary actions to authorize the timely execution and performance of this Agreement, including acquisition of any approval, license, permit or other similar authorization required to undertake the Project; and

(c) It will not undertake any part of the Project until such approval, license, permit or other similar authorization is obtained.

A2.3 Governance. Each Recipient represents, warrants and covenants that it has, and will maintain, in writing, as well as follow for the Term of this Agreement:

(a) A code of conduct and ethical responsibilities for all persons at all levels of the Recipient's organization;

(b) Procedures to ensure the ongoing effective functioning of the Recipient;

(c) Decision-making mechanisms for the Recipient;

(d) Procedures to enable the Recipient to manage the Funds prudently and effectively;

(e) Procedures to enable the Recipient to successfully complete the Project;

(f) Procedures to enable the Recipient to, in a timely manner, identify risks to the completion of the Project and develop strategies to address those risks;

(g) Procedures to enable the preparation and delivery of all Reports required under this Agreement; and

(h) Procedures to enable the Recipient to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under this Agreement.

A2.4 Supporting Documentation. Upon request, and within the time period indicated in the Notice, the Recipient will provide the Province with proof of the matters referred to in Article A2 of Schedule "A".

A2.5 Additional Covenants. Each Recipient covenants to:

(a) Advise the Province within five (5) Business Days of:
  (i) Any changes that affect its representations, warranties and covenants under sections A2.1, A2.2 or A2.3 of this Schedule "A" during the Term of this Agreement;
  (ii) Any actions, suits or other proceedings which could or would reasonably prevent the Recipient from complying with the terms and conditions of this Agreement;
  (iii) Any change in ownership or ownership structure; and

(b) Provide the Province with Notice:
  (i) At least five (5) Business Days prior to making an assignment, proposal, compromise or arrangement for the benefit of its creditors; and
  (ii) Within five (5) Business Days of a creditor providing the Recipient with a notice of an intent to enforce security or applying for an order adjudging the Recipient bankrupt or the appointment of a receiver.

ARTICLE A3
TERM OF THE AGREEMENT

A3.1 Term Of The Agreement. This Agreement will commence on the Effective Date and will end on the earlier of the date that this Agreement is terminated or the Expiration Date.

ARTICLE A4
FUNDS AND CARRYING OUT THE PROJECT

A4.1 Funds Provided. The Province will:
(a) Provide Funds up to the Maximum Funds for the sole purpose of carrying out the Project;
(b) Provide the Funds to a Recipient in accordance with Schedule "E";
(c) Deposit the Funds into an account designated by a Recipient, provided that account:
  (i) Is located at a branch in Ontario of a Canadian financial institution, and
  (ii) Is solely in the name of that Recipient.

A4.2 Limitation On Payment Of Funds. Despite section A4.1 of this Schedule "A":
(a) The Province is not obligated to provide any Funds to a Recipient until the Recipient provides the insurance certificate or other proof as the Province may request pursuant to section A11.2 of this Schedule "A";
(b) The Province is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
(c) The Province may apply a holdback on the payment of Funds as set out in sections D1.3 and D2.3 respectively;
(d) The Province may adjust the amount of Funds it provides to the Recipient without liability, penalty or costs in a Funding Year based upon the Province's assessment of the information provided by a Recipient pursuant to Article A7 of this Schedule "A"; and
(e) If the Province has determined that it has not received sufficient money from the Ontario Legislature for any payment under this Agreement, the Province is not obligated to make any such payment, and, as a consequence, the Province may:

(i) Reduce the amount of Funds and, in consultation with the Recipients, change the Project without liability, penalty or costs; or
(ii) Terminate the Agreement pursuant to section A13.1 of this Schedule "A".

A4.3 Use Of Funds And Project. Each Recipient will:
(a) Carry out the Project in accordance with the terms and conditions of this Agreement;
(b) Complete its part of the Project by its Project Completion Date;
(c) Not use the Funds for Ineligible Costs;
(d) Use the Funds only for Eligible Costs that are necessary to carry out the Project;
(e) Spend the Funds only in accordance with the Budget;
(f) Not spend any Funds where the Recipient has provided Notice pursuant to section A2.5 (b) (i) and (ii) without the Province's prior written consent.

A4.4 No Changes. A Recipient will not make any changes to the Project, including to the Budget or the Timelines, without the prior written consent of the Province.

A4.5 No Provincial Payment Of Interest. The Province is not required to pay interest on any Funds under this Agreement. For greater clarity, this includes interest on any Funds that the Province has withheld paying to the Recipient.

A4.6 Maximum Funds. Notwithstanding any other provision herein, the Recipients acknowledge and agree that the Funds available to them pursuant to this Agreement will not exceed their respective limits as set out under section B1.4 of Schedule "B".

A4.7 Rebates, Credits and Refunds. The Recipients acknowledge and agree that the respective amount of Funds available to them pursuant to this Agreement are based on the actual costs to each Recipient, less any costs, including taxes, for which that Recipient has received, will receive or is eligible to receive, a rebate, credit or refund. Without limiting the generality of the foregoing, the costs claimed by a Recipient for reimbursement by the Province cannot include the refundable portion of Harmonized Sales Tax even if the Recipient fails to apply for it.

ARTICLE A5
RECIPIENTS' ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS

A5.1 Acquisition. If the Recipient acquires goods, services or both with the Funds, it will:
(a) Do so through a process that is transparent, fair and promotes the best value for the money expended and at competitive prices that are no greater than fair market value after deducting trade discounts or any other discounts available to the Recipient; and
(b) Comply with any Requirements Of Law that may be applicable to how the Recipient acquires goods, services or both.

A5.2 Contracts. The Recipient will ensure that all Contracts:
(a) Are consistent with this Agreement;
(b) Do not conflict with this Agreement;
(c) Incorporate the relevant provisions of this Agreement to the fullest extent possible;
(d) Require that any parties to those Contracts comply with all Requirements Of Law; and
(e) Authorize the Province to perform audits of the parties to those Contracts in relation to the Project as the Province sees fit in connection with Article A7 of this Schedule "A".

A5.3 Costs Of Contracts Not Awarded In Compliance With This Article May Be Deemed Ineligible. Without limiting the Province's rights under section A14.2, if Province determines a Recipient has awarded a Contract in a manner that is not in compliance with any requirement set out under this Article A5, the Province may without liability or penalty deem those costs associated with the Contract to be Ineligible Costs.

A5.4 Disposal. Each Recipient:

(a) Will retain ownership of assets with a value of $1,000 or greater at the time of purchase or creation that were purchased or created with the Funds for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing; and

(b) Will not, without the Province's prior written consent, sell, lease or otherwise encumber assets referred to under section A5.4(a) for at least two (2) years from the Expiration Date of this Agreement unless otherwise provided under this Agreement or as the Province directs in writing.

In the event a Recipient does not comply with section A5.4 of this Agreement, the Province may recover the Funds provided to the Recipient for the assets referred to under this section A5.4.

ARTICLE A6
CONFLICT OF INTEREST

A6.1 No Conflict Of Interest. Each Recipient will carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.

A6.2 Conflict Of Interest Includes. For the purposes of this Article, a conflict of interest includes any circumstances where:

(a) A Recipient; or

(b) Any person who has the capacity to influence that Recipient's decisions,

has outside commitments, relationships or financial interests that could, or could be seen to, interfere with their objective, unbiased and impartial judgment relating to the Project, the use of the Funds or both.

A6.3 Disclosure To The Province: Each Recipient will:

(a) Disclose to the Province, without delay, any situation that a reasonable person would interpret as an actual, potential or perceived conflict of interest; and

(b) Comply with any terms and conditions that the Province may impose as a result of the disclosure.

ARTICLE A7
REPORTING, ACCOUNTING AND REVIEW

A7.1 Preparation And Submission. Each Recipient will:

(a) Provide any information that is requested by the Province as the Province directs and within the timeline set out in the direction;

(b) Submit to the Province at the address referred to in section B1.5 of Schedule "B" all Reports in strict accordance with the timelines and content requirements set out in Schedule "F", or in such other form as may be specified by the Province from time to time; and ensure that all their Reports are:

(i) Completed to the satisfaction of the Province; and
(ii) Signed on behalf of the Recipient by an authorized signing officer and that the accompanying attestation has been completed.

A7.2 Records Maintenance. Each Recipient will keep and maintain:
(a) All financial records, including invoices, relating to the Funds or otherwise to the Project in a manner consistent with Generally Acceptable Accounting Principles applicable in Canada; and
(b) All non-financial documents and records relating to the Funds or otherwise to the Project.

A7.3 Inspection. The Province, its authorized representatives or an independent auditor identified by the Province may, at its own expense, upon twenty-four (24) hours' Notice to a Recipient during normal business hours, enter upon that Recipient's premises to review the progress of the Project and that Recipient's allocation and expenditure of the Funds and, for these purposes, the Province, its authorized representatives or an independent auditor identified by the Province may take one or more of the following actions:
(a) Inspect and copy the records and documents referred to in section A7.2 of this Schedule "A";
(b) Remove any copies made pursuant to section A7.3 (a) of this Schedule "A" from the Recipient's premises; and
(c) Conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds, the Project or both.

A7.4 Disclosure. To assist in respect of the rights set out under section A7.3 of this Schedule "A", each Recipient will disclose any information requested by the Province, its authorized representatives or an independent auditor identified by the Province and will do so in the form requested by the Province, its authorized representatives or an independent auditor identified by the Province, as the case may be.

A7.5 No Control Of Records. No provision of this Agreement will be construed so as to give the Province any control whatsoever over a Recipient's records.

A7.6 Auditor General. For greater certainty, the Province's rights under this Article of the Agreement are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *AGA*.

ARTICLE A8
COMMUNICATIONS

A8.1 Acknowledgement And Support. Unless otherwise directed by the Province, each Recipient will acknowledge the support of the Province in the form and manner set out under section B1.6 of Schedule "B". A Recipient may use the Ontario logo provided that it adheres to the *Ontario Visual Identity Guidelines*, which the Province will provide upon that Recipient's request, and to any other direction that the Province may make.

A8.2 Publication By A Recipient. A Recipient will indicate, in any of its Project-related publications – whether written, oral or visual – that the views expressed in the publication are the views of that Recipient and do not necessarily reflect those of the Province.

A8.3 Publication By The Province. Each Recipient agrees that the Province may, in addition to any obligations the Province may have under *FIPPA*, publicly release information under this Agreement, including the Agreement itself, in hard copy or in electronic form, on the internet or otherwise.

ARTICLE A9
ADDITIONAL PROVISIONS

A9.1 Additional Provisions. The Recipients will comply with any Additional Provisions set out under section B2 of Schedule "B". In the event of a conflict or inconsistency between any of the requirements of the Additional Provisions and any requirements of this Schedule "A", the Additional Provisions will prevail.

ARTICLE A10
INDEMNITY

A10.1 Indemnification. The Recipients hereby agree to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, unless solely caused by the gross negligence or willful misconduct of the Province.

A10.2 Recipients To Require Third Parties To Indemnify The Province. The Recipients will use all reasonable commercial efforts to require all third parties that a Recipient enters a Contract with regarding the Project to indemnify and hold harmless the Indemnified Parties from and against any and all direct or indirect liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with this Agreement, including, without limitation, any claim for lien made pursuant to the *Construction Act* and for any and all liability for damages to property and injury to persons, including death, which the Indemnified Party may incur, unless solely caused by the gross negligence or willful misconduct of the province or in relation to any breach by that Recipient of the terms and conditions of this Agreement, or that Recipient's own gross negligence or willful misconduct, as a result of or arising out of or in relation to:

(a) The performance of this Agreement or the breach of the terms or conditions of this Agreement by that Recipient, its officers, servants, employees and agents, or by a third party and any of its officers, employees, servants or agents;
(b) The ongoing operation, maintenance and repair of the Project; or
(c) Any omission or other willful act or negligent act of that Recipient, a third party or their respective officers, servants, employees or agents.

The Recipients will also use all reasonable commercial efforts to ensure that the terms and conditions set out under sections A10.3 to A10.6 of this Schedule "A" are included in any Contracts a Recipient enters with any third party. Each Recipient further agrees to take and to implement any direction from the Province in relation to the enforcement or assertion of this section A10.2 as against any third party, including, without limitation, allowing the Province

to pursue claims against the third party in the name of that Recipient for the sole purposes of enforcing this section A10.2.

A10.3 Recipients' Participation. Each Recipient will, at its own expense, to the extent requested by the Province, participate in or conduct the defence of any proceeding against any Indemnified Parties and any negotiations for their settlement.

A10.4 Province's Election. The Province may elect to participate in or conduct the defence of any proceeding by providing Notice to a Recipient of such election without prejudice to any other rights or remedies of the Province under this Agreement, at law or in equity. Each Party participating in the defence will do so by actively participating with the other's counsel.

A10.5 Settlement Authority. A Recipient will not enter into a settlement of any proceeding against any Indemnified Parties unless it has obtained the prior written approval of the Province. If a Recipient is requested by the Province to participate in or conduct the defence of any proceeding, the Province will co-operate with and assist it in the proceeding and any related settlement negotiations.

A10.6 Recipients' Co-operation. If the Province conducts the defence of any proceedings, a Recipient will co-operate with and assist the Province to the fullest extent possible in the proceedings and any related settlement negotiations.

ARTICLE A11
INSURANCE

A11.1 Recipients' Insurance. Each Recipient represents and warrants that it has, and will maintain for the Term of this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the amount set out under section B1.7 of Schedule "B" per occurrence. The policy will include the following:

(a) A cross-liability clause;
(b) Contractual liability coverage;
(c) A thirty (30) day written notice of cancellation or termination provision.

The policy will also include the Indemnified Parties as additional insureds from the date that the Recipient executes the Agreement or the Effective Date of the Agreement, whichever date is later, to the Expiration Date of this Agreement with respect to liability arising in the course or performance of a Recipient's obligations under, or otherwise in connection with, the Project or under this Agreement.

A11.2 Proof Of Insurance. Each Recipient will:

(a) Provide the Province with either:
    (i) Certificates of insurance that confirm the insurance coverage required under section A11.1 of this Schedule "A" is in place within the time limit set out in the request, or
    (ii) Other proof that confirms the insurance coverage required under section A11.1 of this Schedule "A" is in place within the time limit set out in that request; and
(b) In the event that:

(i) A claim is made against the Province in relation to this Agreement, and
(ii) The insurer does not agree to defend and indemnify the Province in relation to that claim,

make available to the Province, upon request and within the time limit set out in that request, a copy of each insurance policy the Recipient is required to have under section A11.1 of this Schedule "A".

ARTICLE A12
TERMINATION ON NOTICE

A12.1 Termination On Notice. The Province may terminate this Agreement at any time without liability, penalty or costs upon giving at least thirty (30) days' Notice to the Recipients.

A12.2 Consequences Of Termination On Notice By The Province. If the Province terminates this Agreement pursuant to section A12.1 of this Schedule "A", the Province may take one or more of the following actions:

(a) Direct that a Recipient does not incur any costs for the Project that are Eligible Costs under this Agreement without the Province's prior written consent;
(b) Cancel any further installments of the Funds;
(c) Demand the repayment of any Funds remaining in the possession or under the control of a Recipient, including interest, and that Recipient shall return the Funds and interest forthwith; and
(d) Determine the reasonable costs for a Recipient to wind down the Project, and do either or both of the following:
    (i) Permit a Recipient to offset such costs against the amount owing pursuant to section A12.2 (c) of this Schedule "A"; and
    (ii) Subject to section A4.6 of this Schedule "A", provide Funds to a Recipient to cover such costs.

ARTICLE A13
TERMINATION WHERE NO APPROPRIATION

A13.1 Termination Where No Appropriation. If, as provided for in section A4.2(e) of this Schedule "A", the Province does not receive the necessary appropriation from the Ontario Legislature for any payment the Province is to make pursuant to this Agreement, the Province may terminate the Agreement immediately without liability, penalty or costs by giving Notice to the Recipients.

A13.2 Consequences Of Termination Where No Appropriation. If the Province terminates this Agreement pursuant to section A13.1 of this Schedule "A", the Province may take one or more of the following actions:

(a) Cancel any further installments of the Funds;
(b) Demand the repayment of any Funds remaining in the possession or under the control of a Recipient; and
(c) Determine the reasonable costs for a Recipient to wind down the Project and permit that Recipient to offset such costs against the amount owing pursuant to section A13.2(b) of this Schedule "A".

A13.3 No Additional Funds. For greater clarity, if the costs determined pursuant to section 13.2(c) of this Schedule "A" exceed the Funds remaining in the possession or under the control of a Recipient, the Province will not provide additional Funds to that Recipient.

ARTICLE A14
EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT

A14.1 Events Of Default. Each of the following events will constitute an Event of Default:

(a) In the opinion of the Province, a Recipient breaches any representation, warranty, covenant or other term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of this Agreement:
  (i) Carry out the Project in a timely manner;
  (ii) Use or spend the Funds in accordance with the terms and conditions of this Agreement;
  (iii) Provide any Reports or other information required under this Agreement; or
  (iv) Follow any directions that the Province provides under this Agreement;

(b) A Recipient's operations, or its organizational structure, 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) A Recipient fails to provide Notice pursuant to section A2.5 (b) (i) and (ii); or

(d) A Recipient ceases to operate.

A14.2 Consequences Of Events Of Default And Corrective Action. If an Event of Default occurs, the Province may, at any time, take one or more of the following actions:

(a) Initiate any action the Province considers necessary in order to facilitate the successful continuation or completion of the Project;

(b) Provide a Recipient with an opportunity to remedy the Event of Default;

(c) Suspend the payment of Funds for such a period as the Province determines appropriate;

(d) Reduce the amount of Funds;

(e) Cancel any further installments of the Funds;

(f) Demand the repayment of any Funds remaining in the possession or under the control of a Recipient, including interest, and that Recipient shall return the Funds and interest forthwith;

(g) Demand the repayment of an amount equal to any Funds a Recipient used, but did not use in accordance with the terms and conditions of this Agreement, including interest, and that Recipient shall return the Funds and interest forthwith;

(h) Demand the repayment of an amount equal to any Funds the Province provided to the Recipient, even though the Project is partially completed, including interest, and that Recipient shall return the Funds and interest forthwith; and

(i) Terminate this Agreement at any time, including immediately, without liability, penalty or costs to the Province upon giving Notice to the Recipients.

A14.3 Opportunity To Remedy. If, in accordance with section A14.2 (b) of this Schedule "A", the Province provides a Recipient with an opportunity to remedy the Event of Default, the Province will provide Notice to the Recipient of:

(a) The particulars of the Event of Default;

(b) The period in which to completely remedy the Event of Default; and

(c) Any conditions applicable to the remedial action.

A14.4 Recipient Not Remedying. If the Province has provided a Recipient with an opportunity to remedy the Event of Default pursuant to section A14.2 (b) of this Schedule "A", and;

(a) The Recipient does not remedy the Event of Default within the specified period;

(b) It becomes apparent to the Province that the Recipient cannot completely remedy the Event of Default within the Notice Period; or

(c) The Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Province,

the Province may extend the remedial period and revise any conditions imposed or initiate any one or more of the actions provided for in sections A14.2 (a), (c), (d), (e), (f), (g), (h) and (i) of this Schedule "A".

A14.5 When Termination Effective. Termination under Article A14 of this Schedule "A" will take effect as set out in the notice.

Article A15
Limited Termination Of Agreement

A15.1 Limited Termination Of Agreement. Without limiting the Province's rights under this Agreement, if the Province exercises its right of termination pursuant to Article A12, A13 or A14 of this Schedule "A" of the Agreement, the Province may limit such termination to one or more activities set out under Schedule "C" of this Agreement without terminating this Agreement as a whole.

A15.2 Impact Of Limited Termination Of The Agreement. If the Province exercises its right under section A15.1 of this Schedule "A" of the Agreement, the Province will adjust the Funds being provided under this Agreement to account for the limited termination and the remainder of the Agreement not terminated will remain in effect.

ARTICLE A16
FUNDS AT THE END OF A FUNDING YEAR

A16.1 Funds At The End Of A Funding Year. Without limiting any rights of the Province under Article A14 of this Schedule "A", if a Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Province may take one or both of the following actions:

(a) Demand the return of the unspent Funds, including interest, and that Recipient shall return the Funds and interest forthwith; and

(b) Adjust the amount of any further installments of Funds accordingly.

ARTICLE A17
FUNDS UPON EXPIRY

A17.1 Funds Upon Expiry. Each Recipient will, upon the expiry of the Agreement, return to the Province any Funds remaining in its possession or under its control, including interest, forthwith.

ARTICLE A18
REPAYMENT

A18.1 Repayment Of Overpayment. If at any time during the Term of this Agreement the Province provides Funds in excess of the amount to which a Recipient is eligible to receive under this Agreement, the Province may:

(a) Deduct an amount equal to the excess Funds from any further installments of the Funds; or

(b) Demand that that Recipient pay an amount equal to the excess Funds to the Province.

A18.2 Debt Due. If, pursuant to this Agreement:

(a) The Province demands the payment of any Funds or an amount equal to any Funds from a Recipient; or

(b) A Recipient owes any Funds or an amount equal to any Funds to the Province, whether or not their return or repayment has been demanded by the Province,

such Funds or other amount will be deemed to be a debt due and owing to the Province by that Recipient and it will pay or return the amount to the Province immediately, unless the Province directs otherwise.

A18.3 Interest Rate. The Province may charge a Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

A18.4 Payment Of Money To Province. A Recipient will pay any money owing to the Province by cheque payable to the "Ontario Minister of Finance" and delivered to the Province at the address referred to in section A19.1 of this Schedule "A".

A18.5 Repayment. Without limiting the application of section 43 of the *FAA*, if a Recipient does not repay any amount owing under this Agreement, His Majesty the King in right of Ontario may deduct or set-off any unpaid amount from any money payable to that Recipient by His Majesty the King in right of Ontario under any other agreement or program.

A18.6 Funds Are Part Of A Social Or Economic Program. For the purposes of the *Limitations Act, 2002*, the Recipients acknowledge and agree that any Funds provided under this Agreement are for the administration of social or economic programs or the provision of direct or indirect support to members of the public in connection with social or economic policy.

ARTICLE A19
NOTICE

A19.1 Notice In Writing And Addressed. Notice will be in writing and will be delivered by email, postage-paid mail and personal delivery and will be addressed to the Province and a Recipient as set out in section B1.9 of Schedule "B".

A19.2 Notice Given. Notice will be deemed to have been given:

(a) In the case of postage-paid mail, five (5) Business Days after the Notice is mailed; or

(b) In the case of email or personal delivery, one (1) Business Day after the Notice is delivered.

A19.3 Postal Disruption. Despite section A19.2 (a) of this Schedule "A", in the event of a postal disruption,

(a) Notice by postage-paid mail will not be deemed to be received; and

(b) The Party giving Notice will provide Notice by email or personal delivery.

ARTICLE A20
CONSENT BY PROVINCE AND COMPLIANCE BY RECIPIENT

A20.1 Consent. When the Province provides its consent pursuant to this Agreement, that consent will not be considered valid unless that consent is in writing and the person providing the consent indicates in the consent that they have the specific authority to provide that consent. The Province may also impose any terms and conditions on the consent and the Recipient will comply with such terms and conditions.

ARTICLE A21
SEVERABILITY OF PROVISIONS

A21.1 Invalidity Or Unenforceability Of Any Provision. The invalidity or unenforceability of any provision in this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Any invalid or unenforceable provision will be deemed to be severed.

ARTICLE A22
WAIVER

A22.1 Waivers In Writing. If a Party fails to comply with any term or condition of this Agreement that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article A19 of this Schedule "A". Any waiver must refer to a specific failure to comply and will not have the effect of waiving any subsequent failures to comply. For greater clarity, where the Province chooses to waive a term or condition of this Agreement, such waiver will only be binding if provided by a person who indicates in writing that they have the specific authority to provide the waiver.

ARTICLE A23
INDEPENDENT PARTIES

A23.1 Parties Independent. Each Recipient acknowledges and agrees that it is not an agent, joint venturer, partner or employee of the Province and that it will not represent itself in any way that might be taken by a reasonable person to suggest that it is or take any actions that could establish or imply such a relationship.

ARTICLE A24
ASSIGNMENT OF AGREEMENT OR FUNDS

A24.1 No Assignment. Neither Recipient will, without the prior written consent of the Province, assign any of its rights or obligations under this Agreement.

A24.2 Agreement Binding. All rights and obligations contained in this Agreement will extend to and be binding on the Parties' respective heirs, executors, administrators, successors and permitted assigns.

ARTICLE A25
GOVERNING LAW

A25.1 Governing Law. This Agreement and the rights, obligations and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.

ARTICLE A26
FURTHER ASSURANCES

A26.1 Agreement Into Effect. The Recipients will provide such further assurances as the Province may request from time to time with respect to any matter to which the Agreement pertains and will otherwise do or cause to be done or not do or cause not to be done (as the case may be) all acts or things necessary to implement and carry into effect the terms and conditions of this Agreement to their full extent.

ARTICLE 27
JOINT AND SEVERAL LIABILITY

A27.1 Joint And Several Liability. Where a Recipient is comprised of more than one entity, all such entities will be jointly and severally liable to the Province for the fulfillment of the obligations of that Recipient under this Agreement.

ARTICLE A28
RIGHTS AND REMEDIES CUMULATIVE

A28.1 Rights And Remedies Cumulative. The rights and remedies of the Province under this Agreement are cumulative and are in addition to, and not in substitution of, any of its rights and remedies provided by law or in equity.

ARTICLE A29
JOINT AUTHORSHIP

A29.1 Joint Authorship Of Agreement. The Parties will be considered joint authors of this Agreement and no provision herein will be interpreted against one Party by another Party because of authorship. No Party will seek to avoid a provision herein because of its authorship through recourse to a third party, court, tribunal or arbitrator.

ARTICLE A30
FAILURE TO COMPLY WITH OTHER AGREEMENT

A30.1 Other Agreements. If a Recipient:

(a) Has committed a Failure;
(b) Has been provided with notice of such Failure in accordance with the requirements of such other agreement;
(c) Has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
(d) Such Failure is continuing,

the Province may suspend the payment of Funds under this Agreement without liability, penalty or costs for such period as the Province determines appropriate.

ARTICLE A31
SURVIVAL

A31.1 Survival. The provisions of this Agreement that by their nature survive the expiration or early termination of this Agreement will so survive for a period of seven (7) years from the date of expiry or termination. Without limiting the generality of the foregoing, the following Articles and sections, and all applicable cross-referenced sections and schedules will continue in full force and effect for a period of seven (7) years from the date of expiry or termination: Article 1 and any other applicable definitions, sections A4.2(e), A4.7, A5.4, A7.1 (to the extent that the Recipient has not provided the Reports to the satisfaction of the Province), A7.2, A7.3, A7.4, A7.5, A7.6, Articles A8 and A10, sections A12.2, A13.2, A13.3, A14.1, A14.2(d), (e), (f), (g) and (h), Articles A15, A16, A17, A18, A19, A23, section A24.2 and Articles A25, A26, A27, A28, A29, A30, A31.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "B" FOLLOWS]

SCHEDULE "B"
OPERATIONAL REQUIREMENTS AND ADDITIONAL PROVISIONS

SECTION B.1 – OPERATIONAL REQUIREMENTS

B1.1 ***Effective Date.*** The Effective Date of this Agreement is April 1, 2025.

B1.2 ***Project Completion Date.*** The Recipient U of G's Project Completion Date under this Agreement is November 15, 2027.

Project Completion Date.
The Recipient Lakehead's Project Completion Date under this Agreement is September 1, 2026.

B1.3 ***Expiration Date.*** The Expiration Date of this Agreement for the Recipients is March 1, 2028.

B1.4 ***Maximum Funds.*** The Maximum Funds the Province will provide under this Agreement to the Recipient U of G is ten million, two hundred and eighty thousand dollars (**$10,280,000.00**).

The Maximum Funds the Province will provide under this Agreement for the Recipient Lakehead is four million, five hundred thousand dollars (**$4,500,000.00**).

B1.5 ***Submission Of Reports.*** All Reports under this Agreement will be submitted to the Province:

Attention: Kelli Rice, Manager, Research Accountability, Management and Administration Unit, Research and Innovation Branch
Ontario Ministry of Agriculture, Food and Agribusiness

Address: 1 Stone Road West, 2NW, Guelph, ON, N1G 4Y2
Email: kelli.rice@ontario.ca

or to any other person identified so by the Province in writing.

B1.6 ***Recognition Of Provincial Support:*** The Recipient U of G and the Recipient Lakehead will acknowledge the Province's support for the Project in the following manner: "The Project is funded in part by the Ontario Ministry of Agriculture, Food and Agribusiness."

B1.7 ***Insurance Amount.*** The amount of insurance the Recipient U of G and the Recipient Lakehead will each have for the purposes of section A11.1 of Schedule "A" is no less than five million dollars ($5,000,000.00) per occurrence.

B1.9 Providing Notice. All Notices under this Agreement will be provided to:

TO THE PROVINCE

Attention: Kelli Rice, Manager Research Accountability, Management and Administration Unit, Research and Innovation Branch
Ontario Ministry of Agriculture, Food and Agribusiness

Address: 1 Stone Road West, 2NW Guelph ON, N1G 4Y2

Email: kelli.rice@ontario.ca

TO THE RECIPIENT U OF G

Attention: Dr. Jeff Wichtel
Dean Ontario Veterinary College, University of Guelph

Address: 50 Stone Road E, Guelph, Ontario N1G 2W1

Email: jwichtel@uoguelph.ca

.

TO THE RECIPIENT LAKEHEAD

Attention: Kathy Pozihun
Vice-President (Administration & Finance)

Address: 955 Oliver Road, Thunder Bay, ON P7B 5E1

Email: kpozihun@lakeheadu.ca

or to any other person subsequently so identified by a Party in writing.

SECTION B2 – ADDITIONAL PROVISIONS

B2.1 Additional Provisions Regarding Duty to Consult

B2.1.1 Provision Of Funds Is Strictly Conditional Upon the Province Meeting Any Duty To Consult Obligations. The Recipients acknowledge and accept that the provision of any Funds under this Agreement is strictly conditional upon the Province fully satisfying any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Groups with an interest in the Project. Without limiting any other rights of termination Province may have under this Agreement, the Province may terminate this Agreement without liability, penalties or costs in the event province is of the opinion it cannot satisfy any obligations it may have to consult with and, if appropriate, accommodate any Aboriginal Groups with an interest in the Project.

B2.1.2 Limitation On Starting Construction. The Recipients will not commence, or allow a third-party to commence, the construction on any aspect of the Project until the Effective Date of this Agreement until they have received written approval from the Province.

B2.1.3 Recipients May Be Province's Delegates For Purposes Of Consulting With Aboriginal Groups. By entering this Agreement, the Province may delegate any procedural aspects of any consultation obligations the Province may have with any Aboriginal Groups in relation to the Project to a Recipient. The Recipient, by signing this Agreement, acknowledges that the Province has delegated any procedural aspects of any consultation obligations the Province may have with any Aboriginal Groups in relation to the Project to the Recipient and accepts said delegation. The Recipient further represents and warrants that it will act in a duly diligent manner when engaging with any Aboriginal Groups so as to preserve the Crown's Honour in relation to any consultation obligations the Province may have regarding the Project.

B2.1.4 Recipients' Obligations Regarding Consultations. Each Recipient will:

(a) Be responsible for consulting with any Aboriginal Group that may have an interest in their part of the Project on behalf of the Province;

(b) Take direction from the Province in relation to consulting with any Aboriginal Group that may have an interest in their part of the Project as well as any other directions that the Province may issue in relation to consultations, including suspending or terminating the Project; and

(c) Provide a detailed description of any actions it took in relation to consultations with any Aboriginal Group, including providing the Province with copies of all correspondence with any Aboriginal Group.

B2.1.5 Acknowledgment. The Recipients acknowledge and agree that the Province and any ministry with an approval function related to the Project, may participate in any consultations that arise between that Recipient and Aboriginal Groups in relation to their part of the Project.

B2.1.6 Record-Keeping And Sharing Information. The Recipients will:

(a) Immediately notify the Province should an Aboriginal Group contact it about the Project and provide information regarding said contact;
(b) Advise the Province in a timely manner of any potential adverse impacts the Project may have on Aboriginal or Treaty Rights it may learn about while undertaking the Project; and
(c) Immediately notify the Province of any Aboriginal archeological resources that are discovered while undertaking the Project.

B2.1.7 No Admission or Acknowledgment Of Any Duty To Consult. Nothing in this section will be construed as an admission, acknowledgement, agreement or concession by the Province or a Recipient that the Province owes a Section 35 Duty to any Aboriginal Group regarding the Activities contemplated by this Agreement, nor that any requirement set out in this section is a constitutional obligation that must be met before the Province has met any Section 35 Duty to any Aboriginal Group regarding the Activities.

B2.1.8 No Substitution. This section will be construed consistently with but does not substitute for any requirements or procedures in relation to consulting with Aboriginal Groups or the Section 35 Duty that may be imposed by another ministry, board, agency or other regulatory authority acting pursuant the laws and regulations they are responsible for administering and enforcing. Such decision-makers may have additional requirements and may impose those additional requirements on a Recipient as they see fit. Nonetheless, the intent of the Province is to promote coordination amongst provincial ministries, boards, agencies and other regulatory authorities with roles consulting with Aboriginal Groups so that the responsibilities outlined in this section may be fulfilled efficiently and in a manner that avoids, where possible, duplication of efforts by Aboriginal Groups or provincial ministries, boards, agencies or other regulatory authorities.

B2.2.0 ***Additional Provisions Regarding Ontario Builds Signage Requirements***

Recipients will be required to display the Ontario Builds signage at each site of construction for the CDVM Project to identify the Project and acknowledge the funding contribution from the Government of Ontario.

B2.2.1 Producing the Ontario Builds signage. Recipients are to produce the Ontario Builds signage by following the Ontario Builds visual identity guide. Recipients are to visit https://www.ontario.ca/page/ontario-builds-templates to access the templates and to create the signage. Ontario Builds signage are to acknowledge the capital build funding contribution from the Government of Ontario. For Projects that are co-funded, such as by a municipality or the federal government, use the Ontario Builds visual identity guide for partnership signage. Recipients are to facilitate signage approval from the partners.

Province approval of the digital proof must be received before finalizing and physically producing the Ontario Builds signage.

B2.2.2 Installing the Ontario Builds signage. Recipients are responsible for installing the Ontario Build signage. Signage is to be installed in a timely manner once the Project site(s) are acquired. The signage must be visible for the entire duration of the Project and installed in a prominent and visible location exterior of the construction site(s) that takes into consideration pedestrian and traffic safety and visibility. Projects may have

multiple Ontario Builds signs at different locations. Conversely, several similar projects that are near each other may share a single sign. The Recipients will inform the Province of the sign installation(s), including providing the Province with photographs of the sign(s) once the sign(s) has been installed.

B2.2.3 Maintaining the Ontario Builds signage. The Recipients are responsible for maintaining the signage in a good state of repair during the Project. Any damaged Ontario Builds signs are to be replaced as soon as it is known.

B2.2.4 Removing the Ontario Builds signage. Ontario Builds signs are to remain in place for a minimum of 90 days once the infrastructure is open to the public for its intended use. After the minimum period the Recipients are to remove the signage and inform the Province of the signage removal.

SCHEDULE "C"
PROJECT DESCRIPTION

SECTION C1 – BACKGROUND

The Collaborative Doctor of Veterinary Medicine (CDVM) program is a new association between the Recipient U of G and the Recipient Lakehead. The CDVM is a four-year program that will leverage the existing University of Guelph Doctor of Veterinary Medicine curriculum and accreditation to address veterinarian shortages and train more veterinarians in rural, northern, and Indigenous communities.

Students will be enrolled in the program beginning 2025. The first two cohorts of students will complete all four years of the DVM program at the University of Guelph campus in Guelph, Ontario. Beginning in 2027, following the completion of the education facilities at Lakehead University campus in Thunder Bay, students will divide their time between Lakehead University and the University of Guelph to complete the 4-year CDVM program.

Once the program is fully subscribed, the CDVM will result in up to 80 new CDVM seats over four years.

To launch the new CDVM program, the Recipient U of G and the Recipient Lakehead will be required in this Agreement to each design and construct, and/or expand, upgrade, retrofit purpose-built facilities in Thunder Bay and in Guelph to deliver on the Project Objectives.

SECTION C2 – PROJECT OBJECTIVES FOR THE RECIPIENT U OF G

In addition to the Activities set out below, Recipient U of G shall:

- Complete the design and construction (i.e., expansion and upgrade) of the Medical Surgical Learning Centre (MSLC) used to teach surgical skills at the U of G campus in Guelph, Ontario for the CDVM program. The expansion and facilities upgrade to accommodate an increased number of students per cohort for the CDVM program.
- Acquire additional clinical equipment, models, and simulators to accommodate an increased number of students per cohort at the U of G campus in Guelph.
- Ensure that the facilities to meet all accreditation requirements of the Canadian Veterinary Medical Association and the American Medical Association-Council on Education.
- Ensure that the facilities will meet or exceed all applicable regulations and legislation that pertain to a project of this nature such as, but not limited to, the Canadian Council on Animal Care standards and the provincial *Animals for Research Act* for animal care and welfare in education facilities.

SECTION C3 – PROJECT OBJECTIVES FOR THE RECIPIENT LAKEHEAD

In addition to the Activities set out below, Recipient Lakehead shall:

Complete the capital build projects Project Part One and Project Part Two to accommodate an increased number of students per cohort for the CDVM program.

- **Project Part One**, that is the design, retrofit, repurpose and/or renovation of the following two buildings at Lakehead campus in the Thunder Bay, Ontario:
  1. The Advanced Technology & Academic Centre to construct the student support spaces, seminar and lecture space, communication skills laboratory, and clinical skills laboratory.

  2. The Centre for Advanced Studies in Engineering and Sciences to construct the combined anatomy and pathobiology laboratory.

- **Project Part Two**, that is the design and major construction of a new purpose-built large animal housing (i.e., livestock barn) and education facility with a large animal and dog clinical examination space and new associated animal feed, storage, and waste shelter, at the Lakehead campus in Thunder Bay, Ontario for the CDVM program.

- Ensure that the facilities in Project Part One and Project Part Two shall meet or exceed all applicable regulations and legislation that pertain to a project of this nature such as, but not limited, to the Canadian Council on Animal Care standards and the provincial *Animals for Research Act* for animal care and welfare in education facilities.
- Ensure that the facilities in Project Part One and Project Part Two to meet all accreditation requirements of the Canadian Veterinary Medical Association and the American Medical Association-Council on Education.
- Acquire clinical equipment, models and simulators as required for the CDVM program at Lakehead campus in Thunder Bay.

SECTION C4 – ACTIVITIES AND TIMELINES FOR THE RECIPIENT U OF G

ACTIVITY	TIMELINE

Activity 1: Detailed Design Phase
The Recipient U of G:
• Will actively engage and consult with user groups, Ontario Veterinary College, and regulatory bodies to ensure their input and needs for the Project are well reflected and addressed in the design.
• Will ensure all application of legislative, regulatory and accreditation compliance/requirements with but not limited to:
  ○ the Canadian Veterinary Medical Association (CVMA) in collaboration with the American Veterinary Medical Association-Council on Education (AVMA/CVMA-COE)
  ○ *Animals for Research Act*
  ○ Canadian Council on Animal Care (CCAC)
• Will seek expertise as required to complete Activity 1.
• Will manage the Project and carry-out the following activities:
  ○ Identify a Project Manager that is an official of the Recipient U of G, authorized to manage the
	Detailed Design Phase: to be completed by June 30, 2025

Project; be accountable for all reporting as outlined in Schedule "F" "Reporting", and ensure all deliverables are met in accordance with this Agreement. ○ Assemble a dedicated team to support detailed design development, project construction / execution. • Will undertake the Ontario Builds signage requirements. • Engage all professional consultants as necessary to implement the Project, including requisite site planning, architectural design, engineering, project costing, and environmental planning. In doing so, this Recipient will oversee the following: ○ Site planning for the MSLC teaching surgical skills at the U of G campus in Guelph. ○ Completion of the detailed design for the live animal and cadaveric surgical facilities for teaching surgical skills at the U of G campus in Guelph.	
Activity 2: Major Construction Phase The Recipient U of G: • Will work closely with regulatory entities. • Will conduct site visits with but not limited to regulatory entities if required or requested upon obtaining building occupancy. • Will ensure all applicable legislative and regulatory compliance and work closely with regulatory entities. • Will ensure all application of legislative, regulatory and accreditation compliance/requirements with but not limited to: ○ the Canadian Veterinary Medical Association (CVMA) in collaboration with the American Veterinary Medical Association-Council on Education (AVMA/CVMA-COE ○ *Animals for Research Act* ○ Canadian Council on Animal Care (CCAC) • Will seek expertise as required to complete Activity 2. • Will prepare and finalize all construction documents (e.g., blueprints and design). • Will obtain all necessary permits. • Will finalize construction tendering documents and award related contracts for the construction of the MSLC for teaching surgical skills at the U of G campus in Guelph. • Will undertake the Ontario Builds signage requirements.	Major Construction Phase: to be completed by August 31, 2027.

• Will undertake major construction of the MSLC according to the approved detailed design plan in order to achieve the Project Objectives.
• Requirements for the facilities expansion and upgrade include but are not limited to:
  ○ Large operating rooms with multiple surgical tables to allow simultaneous surgical exercises.
  ○ Specialized adjacent anesthesia areas for induction and recovery.
  ○ Dentistry Suite with multiple tables to allow simultaneous dentistry labs.
  ○ Cadaveric teaching lab with multiple tables.
  ○ Functional access to anesthetic gases and appropriate air scavenging system for safety.
  ○ Rounds space equipped with appropriate remote teaching/conferencing technology.
  ○ Animal receiving and animal holding spaces configured to house canine and feline patients from different sources.
  ○ Cold (freezer and cooler) and ambient temperature storage.
  ○ Instrument cleaning and disinfection space.
  ○ Staff workstations.
  ○ Changing rooms, washrooms.
 	
• Will acquire additional clinical equipment, models, and simulators to accommodate an enhanced student cohort at the U of G campus in Guelph.	

Activity 3: Takeover Procedures, Post Occupancy Evaluation and Transition to Operations Phase The Recipient U of G: • Shall obtain a Certificate of Substantial completion. • Shall permit OMAFA to perform a site visit. • Will seek occupancy approvals. • Will identify deficiencies and immediately remediate issues. • Will incorporate the new building into the University's operations. • Will undertake the Ontario Builds signage requirements.	Takeover Procedures, Post Occupancy Evaluation and Transition to Operations Phase to be completed by October 31, 2027.
Activity 4 - CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead	Throughout the Term of the Agreement.

• Monthly meetings will be conducted as coordinated by the Ontario Ministry of Agriculture, Food, and Agribusiness (OMAFA) on a monthly occurrence and/or as scheduled between the Recipients, OMAFA and MCURES to discuss the development of the Project's Activities. • Monthly meetings will serve as a platform for the Recipients to provide updates to the ministries and provide an opportunity for the Recipients to seek on-going collective support, knowledge and/or input from all CDVM parties to achieve project objectives. • Meeting agenda and minutes are developed by OMAFA.	

SECTION C5 – ACTIVITIES AND TIMELINES FOR THE RECIPIENT LAKEHEAD

ACTIVITY	TIMELINE

Activity 1: Detailed Design Phase
The Recipient Lakehead
• Will actively engage and consult with user groups, Ontario Veterinary College and regulatory bodies to ensure their input and needs for Project One and Project Two are well reflected and addressed in the design.
• Will undertake the Ontario Builds signage requirements for Project One and Project Two.
• Will ensure all application of legislative, regulatory and accreditation compliance/requirements with but not limited to:
  ○ the Canadian Veterinary Medical Association (CVMA) in collaboration with the American Veterinary Medical Association-Council on Education (AVMA/CVMA-COE)
  ○ *Animals for Research Act*
  ○ Canadian Council on Animal Care (CCAC)
• Will manage Project One and Project Two and carry-out the following activities:
  ○ Identify a Project Manager that is an official of the Recipient Lakehead authorized to manage Project One and Project Two; be accountable for all reporting as outlined in Schedule "F" "Reporting", and ensure all deliverables
	Detailed Design Phase to be completed by May 30, 2025

are met in accordance with this Agreement. o Assemble a dedicated team to support detailed design development, project construction / execution for Project One and Project Two. • Will seek expertise as required to complete Activity 1. • Will engage and/or hire all professional consultants as necessary to implement Project One and Project Two e.g., nutrient management consultant, architectural design, engineering, project costing, permit applications, etc. In doing so, the Recipient will oversee the following: o Site planning for Project Two. o Completion of the detailed design for Project One and Project Two.	
Activity 2 – Major Construction Phase The Recipient Lakehead: • Will work closely with regulatory entities. • Will conduct site visits with but not limited to regulatory entities if required or requested upon obtaining building occupancy. • Will ensure all application of legislative, regulatory and accreditation compliance/requirements with but not limited to: o the Canadian Veterinary Medical Association (CVMA) in collaboration with the American Veterinary Medical Association-Council on Education (AVMA/CVMA-COE) o Animals for Research Act o Canadian Council on Animal Care (CCAC) • Will seek expertise as required to complete Activity 2. • Will obtain all necessary permits. • Will prepare and finalize all construction documents (e.g., blueprints and design) for Project One and Project Two. • Will finalize construction tendering documents and award related contracts for the construction for Project One and Project Two. • Will undertake Ontario Builds signage requirements for Project One and Project Two.	Major Construction Phase to be completed by June 30, 2026.

• Will undertake retrofit, renovations, and construction for Project One. This includes but not limited to: • **Student Support Spaces (in the Advanced Technology and Academic Centre)** Space to include but not limited to: • dedicated study carrels and resource area with 24-hour access for students. • A/V and internet accessibility for individual, group, and hybrid collaborative uses. • **Seminar and Lecture Space (in the Advanced Technology and Academic Centre)** Space to include but not limited to: • At least two, 20 capacity seminar rooms and one 40 capacity large classroom. Classrooms to also function as 24 hr study areas. • Audio-visual (AV) systems and components designed for hybrid and synchronous curriculum delivery. • **Communication Skills Laboratory (in the Advanced Technology and Academic Centre)** Space to include but not limited to: • At least 2 communication lab room(s) with video and audio recording capacity that can accommodate up to 4 people at one time (2 students, 1 simulated client, 1 coach). • A common observation room with one-way glass looking into two communications rooms. • Exam rooms, to accommodate at least 2 students to learn/practice communication skills with simulated clients. (Note: exam rooms will not accommodate live animals) • A student observation room to accommodate at least 10 students. • An adjacent classroom capable of accommodating at least twenty-four (24) students. • **Clinical Skills Laboratory (Advanced Technology and Academic Centre)** Space to include but not limited to: • A large room equipped for the teaching of a variety of clinical skills and techniques, such as scrubbing, donning on/off, surgical preparation, and a variety of specific surgical labs (dentistry, surgical skills, intubation, anesthesia, IV therapy). • Space to accommodate at least ten (10) students.	

• At least six (6) permanent stations for skills training; stainless steel surgical tables (5) for group learning and demonstration and one area for the instructor. • Privacy screening for final examinations. • Storage for models, clinical supplies, and equipment. • **Combined Anatomy and Pathobiology Laboratory (in the Centre for Advanced Studies in Engineering and Sciences)** Lab spaces are to be combined into a singular suite of rooms to support synergistic use**.** These combined lab spaces are to include but not limited to: 1. An Anatomy Lab for dissection/prosection based instruction of animal anatomy. Lab to have a maximum capacity of at least 20 students. Maximum capacity, and the design/construction of the lab ensures student safety and enables all required learning activities. Anatomy lab to include but not limited to: o Cooler, freezer and storage. o Space and equipment to enable postmortem activities. o At least two (2) at stainless steel dissection tables. o Room for prosection pony, skeletons, and dry specimens. 2. A Pathobiology Lab for teaching pathobiology concepts through dissection of tissue/specimens. The lab to meet Containment Level 2 standards. Maximum capacity, and the design/construction of the lab ensures student safety and enables all required learning activities. Pathobiology lab to include but not limited to: o Equipment and specialized furnishings such as stainless-steel tables for group learning. o Room for skeletons (shared with anatomy lab) cold storage (refrigeration and freezer) for specimens. • Will undertake major construction for Project Two. This includes but not limited to:	

• **New Large Animal Education Facility**. Facility to be designed and constructed to house at least s.14(1)(e), s.14(1)(i) & s.20:
 	
Space to include but not limited to:
• A clinical examination space to support student learning with live animals.
• A student debrief area, for pre and post examination.
• Technologist preparation area.
 	
• **New Animal Feed and Waste Shelter**
  ○ An unheated shelter for storage, feed, hay, and manure.
  ○ To house large equipment (e.g., tractor).
 	
• Will acquire clinical equipment, models and simulators to accommodate an enhanced student cohort at the Lakehead campus in Thunder Bay.	

Activity 3 – Takeover Procedures, Post Occupancy Evaluation and Transition to Operations Phase The Recipient Lakehead: • Shall obtain a Certificate of Substantial completion for Project One and Project Two. • Shall permit OMAFA to perform a site visit for Project One and Project 2. • Will seek occupancy approvals for Project One and Project Two. • Will identify deficiencies and immediately remediate issues for Project One and Project Two. • Will incorporate Project One and Project Two into the University's operations. • Will undertake the Ontario Builds signage requirements for Project One and Project Two.	Takeover Procedures, Post Occupancy Evaluation and Transition to Operations Phase to be completed by August 15, 2026.
Activity 4 - CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead • Monthly meetings will be conducted as coordinated by the Ontario Ministry of Agriculture, Food, and Agribusiness (OMAFA) on a monthly occurrence and/or as scheduled between the Recipients, OMAFA and MCURES to discuss the development of the Project's Activities.	Throughout the Term of the Agreement.

• Monthly meetings will serve as a platform for the Recipients to provide updates to the ministries and provide an opportunity for the Recipients to seek on-going collective support, knowledge and/or input from all CDVM parties to achieve project objectives. • Meeting agenda and minutes are developed by OMAFA.	
Activity 5 - CDVM Bi-Weekly Updates and Discussions between Recipient Lakehead, Lakehead's Project Manager, and OMAFA • Bi-weekly meetings will be coordinated by OMAFA on a bi-weekly occurrence and/or as scheduled between OMAFA, Lakehead's Project Manager and Recipient Lakehead to discuss the development of Recipient Lakehead's Activities regarding Project One and Project Two. • Bi-weekly e-mail updates may be requested by OMAFA in lieu of a meeting. Bi-weekly meetings and/or e-mails will serve as a platform for Recipient Lakehead to provide updates to OMAFA and be an opportunity for Recipient Lakehead to seek support, knowledge and/or input to achieve Project Objectives. • Meeting agendas and minutes are developed by Lakehead's Project Manager.	Throughout the Term of the Agreement.

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "D" FOLLOWS]

SCHEDULE "D"
BUDGET

SECTION D1 – THE BUDGET

D.1 BUDGET BY ACTIVITIES FOR RECIPIENT U OF G

D1.1 Maximum Funds. The Maximum Funds the Province will provide under this Agreement to the Recipient U of G is ten million, two hundred and eighty thousand dollars ($10,280,000.00).

D1.2 Spending of Funds. The Recipient U of G will spend the Funds in accordance with the following limits for activities and Funding Years:

PROJECT ACTIVITIES UNDER SCHEDULE "C"	FUNDING YEAR 1 (2025-2026) UP TO	FUNDING YEAR 2 (2026-2027) UP TO	FUNDING YEAR 3 (2027-2028) UP TO
Activity 1 **Detailed Design Phase and Activity 2 construction documents and commencement of construction bidding** Eligible Costs – Paragraphs 1 and 2 Section D4.1 of Schedule "D"	$2,300,000.00	-	-
Activity 2 **Major Construction Phase** Eligible Costs – Paragraph 2 of Section D4.1 of Schedule "D"	$3,700,000.00	$4,000,000.00	-
Activity 3 **Takeover Procedures, Post Occupancy Evaluation and Transition to Operations Phase** Eligible Costs – Paragraph 3 of Section D4.1 of Schedule "D"	-	-	$280,000.00
Funds by Funding Year	**$6,000,000.00**	**$4,000,000.00**	**$280,000.00**
Maximum Funds	**Up to $10,280,000.00**		

D1.3 Holdback. Recipient U of G will be reimbursed based on eligible incurred expenses for the Project, subject to a holdback of up to ten percent (10%) of Funds by Funding Year to secure the Recipient U of G's obligations under the Agreement, without liability for interest. Final payment to this Recipient will be processed by the Province once a Certificate of Substantial Completion or other acceptable documentation is received by the Province.

SECTION D2 – THE BUDGET BY ACTIVITIES FOR RECIPIENT LAKEHEAD

D2.1 Maximum Funds. The Maximum Funds the Province will provide under this Agreement to the Recipient Lakehead is four million, five hundred thousand dollars ($4,500,000.00).

D2.2 Spending of Funds. The Recipient Lakehead will spend the Funds in accordance with the following limits for activities and Funding Years:

PROJECT ACTIVITIES UNDER SCHEDULE "C"	FUNDING YEAR 1 (2025-2026) UP TO	FUNDING YEAR 2 (2026-2027) UP TO
Activity 1 **Detailed Design Phase and Activity 2 construction documents and commencement of construction bidding** Eligible Costs – Paragraphs 4 and 5 of Section D4.1 of Schedule "D"	$500,000.00	-
Activity 2 **Major Construction Phase** Eligible Costs – Paragraph 5 Section D4.1 of Schedule "D"	$3,500,000.00	-
Activity 3 **Takeover Procedures, Post Occupancy Evaluation and Transition to Operations Phase** Eligible Costs – Paragraph 6 of Section D4.1 of Schedule "D"	-	$500,000.00
Funds by Funding Year	**$4,000,000.00**	**$500,000.00**
Maximum Funds	**Up to $4,500,000.00**	

D2.3 Holdback. Recipient Lakehead will be reimbursed based on eligible incurred expenses for the Project, subject to a holdback of up to ten percent (10%) of Funds by Funding Year to secure the Recipient Lakehead's obligations under the Agreement, without liability for interest. Final payment to the Recipient will be processed by the Province once a Certificate of Substantial Completion or other acceptable documentation is received by the Province.

SECTION D4 – ELIGIBLE COSTS FOR RECIPIENT U OF G AND RECIPIENT LAKEHEAD

D4.1 Eligible Costs. Eligible Costs are those costs that are, in the Province's sole and absolute discretion, properly and reasonably incurred, paid or reimbursed by a Recipient and that are necessary for the successful completion of their respective parts of the Project. For greater clarity, Eligible Costs are those that are set out immediately below in this section D4.1 of this Schedule "D":

Eligible Costs for Recipient U of G

- Paragraph 1. Detailed design costs to fulfill the objectives as defined in Schedule C2 and as defined in Schedule C4 as the case may be under Activity 1. Costs for Activity 1 may include but are not limited to:
    - Schematic design
    - Blueprints
    - Permits
    - Scoping
    - Equipment requirements
    - Appropriate professional fees
    - Expenses related to fulfilling the Aboriginal Consultation requirements
    - Expenses related to fulfilling the Ontario Builds signage requirements
    - Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of Activity 1, provided those costs have been approved by the Province in writing prior to being incurred

- Paragraph 2. Major construction costs to fulfill the objectives as defined in Schedule C2 and as defined in Schedule C4 as the case may be under Activity 2. Costs for Activity 2 may include but are not limited to:
    - Professional fees
    - Payments to building contractors
    - Permit fees
    - Procurement of equipment and furnishings
    - Costs of hording and decanting
    - Clinical equipment, models and simulators as required for the CDVM program at U of G campus in Guelph
    - Expenses related to fulfilling the Aboriginal Consultation requirements
    - Expenses related to fulfilling the Ontario Builds signage requirements
    - Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of Activity 2, provided those costs have been approved by the Province in writing prior to being incurred

- Paragraph 3. Takeover procedures, post occupancy evaluation and transition to operations costs to fulfill the objectives as defined in Schedule C2 and as defined in Schedule C4 as the case may be under Activity 3. Costs for Activity 3 may include but are not limited to:
    - Professional fees
    - Miscellaneous equipment fees
    - Expenses related to fulfilling the Aboriginal Consultation requirements
    - Expenses related to fulfilling the Ontario Builds signage requirements
    - Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of Activity 3, provided those costs have been approved by the Province in writing prior to being incurred

Eligible Costs for Recipient Lakehead

- Paragraph 4. Detailed design costs to fulfill the objectives as defined in Schedule C3 and as defined in Schedule C5 as the case may be under Activity 1. Costs for Activity 1 for Project One and Project Two may include but are not limited to:

  - Schematic design
  - Construction drawings
  - Permits
  - Equipment requirements
  - Professional Fees (i.e., Project manager, architect, nutrient management consultant, and equipment Consultant)
  - Geotechnical soils testing
  - Site survey
  - Expenses related to fulfilling the Aboriginal Consultation requirements
  - Expenses related to fulfilling the Ontario Builds signage requirements
  - Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of Activity 1, provided those costs have been approved by the Province in writing prior to being incurred

- Paragraph 5. Major construction costs to fulfill the objectives as defined in Schedule C3 and as defined in Schedule C5 as the case may be under Activity 2.
  - Costs for retrofit and renovations for Project One may include but are not limited to:
    - Professional Fees (i.e., Project manager, architect, general contractor)
    - Permit fees
    - Electrical
    - Plumbing
    - HVAC
    - Furniture
    - Technology
    - Laboratory and clinical equipment, models and simulators as required for the CDVM program at Lakehead campus in Thunder Bay
    - Expenses related to fulfilling the Aboriginal Consultation requirements.
    - Expenses related to fulfilling the Ontario Builds signage requirements
    - Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of Activity 2, Project One, provided those costs have been approved by the Province in writing prior to being incurred

  - Costs for major construction for Project Two may include but are not limited to:
    - Professional Fees (i.e., Project manager, architect, general contractor)
    - Permit fees
    - Electrical
    - Plumbing
    - HVAC
    - Furniture
    - Technology
    - Laboratory equipment
    - Landscaping
    - Site development
    - Expenses related to fulfilling the Aboriginal Consultation requirements
    - Expenses related to fulfilling the Ontario Builds signage requirements
    - Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of Activity 2, Project Two

provided those costs have been approved by the Province in writing prior to being incurred

- Paragraph 6. Takeover procedures, post occupancy evaluation and transition to operations costs to fulfill the objectives as defined in Schedule C3 and as defined in Schedule C5 as the case may be under Activity 3. Costs for Activity 3 for Project One and Project Two may include but are not limited to:
    - Expenses related to fulfilling the Aboriginal Consultation requirements
    - Expenses related to fulfilling the Ontario Builds signage requirements
    - Professional fees (i.e., Project manager and architect)
    - Other costs that are, in the Province's sole and absolute discretion, direct, incremental and necessary for the successful completion of Activity 3 for Project One and Project Two, provided those costs have been approved by the Province in writing prior to being incurred

SECTION D5 – INELIGIBLE COSTS FOR RECIPIENT U OF G AND RECIPIENT LAKEHEAD

D5.1 Ineligible Costs. The following costs are Ineligible Costs and therefore ineligible for funding under this Agreement:

1. Any cost incurred prior to the Effective Date or after a Recipient's Project Completion Date;
2. Any cost that a Recipient incurs without first obtaining the Province's written consent, including consent required under section B.2 of Schedule "B";
3. Any cost that is not specifically set out as an Eligible Costs under section D4.1 of this Schedule "D" or that was not approved by the Province in writing prior to the Recipient U of G or the Recipient Lakehead incurring the cost;
4. Any cost that will be funded or reimbursed through any other agreement with any third party, including other ministries, agencies and organizations of the Government of Ontario, without the prior written consent of the Province;
5. Any cost that was, in the Province's opinion, unreasonably incurred or is not necessary for the successful completion of the Project;
6. Any cost associated with filling out an application for funding;
7 The costs of goods, services or both acquired from other persons – either directly from that other person or where that other person obtains the good, services or both from another person - that are not Arm's Length that include any mark up for profit, return of investment or overhead unless approved by the Province in writing prior to those costs being incurred. The Province may impose terms and conditions on any written approval it provides,
8. Indirect, central overhead costs of the Recipient U of G or the Recipient Lakehead

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "E" FOLLOWS]

SCHEDULE "E"
PAYMENT PLAN

E1.1 Payment Milestones. Payment Milestones are subject to the terms and conditions of this Agreement, including the holdbacks set out in Schedule D. Eligible Costs to be reimbursed based on incurred expenses submitted by the Recipient U of G and Recipient Lakehead. Payments will be provided within forty-five (45) Business Days of the Province's approval of the Recipient U of G and the Recipient Lakehead's respective Progress and Financial Reports and Final Reports.

Payment Plan for Recipient U of G

<table>
<tr><th>REPORT AND PAYMENT MILESTONES</th><th>FUNDING YEAR 1 (2025-2026) AMOUNT UP TO ($6, 000,000)</th><th>FUNDING YEAR 2 (2026-2027) AMOUNT UP TO ($4,000,000)</th><th>FUNDING YEAR 3 (2027-2028) AMOUNT UP TO ($280,000)</th></tr>
<tr><td>Activity 1: Detailed Design Phase and Activity 2 construction documents and commencement of construction bidding

See Schedule F for Report 1 due date.</td><td>Upon approval of Report 1. Up to $2,300,000.</td><td>-</td><td>-</td></tr>
<tr><td>Activity 2: Major Construction Phase
See Schedule F for Report 2 due date.

See Schedule F for Report 3 due date.

See Schedule F Report 4 to be submitted as noted in Schedule F</td><td>Upon approval of Report 2. Up to $3,700,000</td><td>Upon approval of Report 3. Up to $2,000,000

Upon approval of Report 4. Up to $2,000,000</td><td>-</td></tr>
<tr><td>Activity 3: Takeover Procedures, Post Occupancy Evaluation and Transition to Operations Phase

See Schedule F for Final Report due date</td><td>-</td><td>-</td><td>Upon approval of Final Report. Up to $280,000</td></tr>
<tr><td>FUNDS BY FUNDING YEAR</td><td>$6,000,000</td><td>$4,000,000</td><td>$280,000</td></tr>
<tr><td>MAXIMUM FUNDS</td><td colspan="3">Up to $10,280,000</td></tr>
</table>

Payment Plan for Recipient Lakehead

PAYMENT MILESTONES	FUNDING YEAR 1 (2025-2026) AMOUNT UP TO ($3,500,000)	FUNDING YEAR 2 (2026-2027) AMOUNT UP TO ($500,000)
Activity 1 Detailed Design Phase and Activity 2 construction documents and commencement of construction bidding See Schedule F for Report 1 due date.	**Upon approval of Report 1. Up to $500,000**	-
Activity 2 Major Construction Phase See Schedule F for Report 2 due date. See Schedule F for Report 3 due date. See Schedule F for Report 4 due date. See Schedule F for Report 5 due date.	**Upon approval of Report 2. Up to $1,166,666.67** **Upon approval of Report 3. Up to $1,166,666.67** **Upon approval of Report 4. Up to $1,166,666.67**	**Upon approval of Report 5. Up to $250,000**
Activity 3 Takeover Procedures, Post Occupancy Evaluation and Transition to Operations Phase See Schedule F for Final Report due date.	-	**Upon approval of Final Report. Up to $250,000**
FUNDS BY FUNDING YEAR	**$4,000,000**	**$500,000**
MAXIMUM FUNDS	**Up to $4,500,000**	

[REST OF PAGE INTENTIONALLY LEFT BLANK – SCHEDULE "F" FOLLOWS]

SCHEDULE "F"
REPORTS

SECTION F.1 – TABLE OF REPORTS FOR RECIPIENT U OF G

F1.1 ***Reports.*** The Recipient U of G shall submit the following Reports in the corresponding form provided later within this Schedule and with such content as is satisfactory to the Province:

Name of Reports	Content Required	Due Date
Progress and Financial Report 1 Regarding Activity 1 Detailed Design Phase and Activity 2 construction documents and commencement of construction bidding	See Schedule F Section G: Project and Reporting Information Requirements	Report 1 to be submitted upon completion of the detailed design phase, the completion of the construction documents and commencement of construction bidding and negotiations or by **October 1, 2025**, whichever event occurs earlier, or upon such other date that may be acceptable to the Province.
Progress and Financial Report 2 Regarding Activity 2 Major Construction	See Schedule F Section G: Project and Reporting Information Requirements	Report 2 to be submitted upon completion of 40% of construction or by **March 2, 2026,** whichever event occurs earlier or upon such other date that may be acceptable to the Province.
Progress and Financial Report 3 Regarding Activity 2 Major Construction	See Schedule F Section G: Project and Reporting Information Requirements	Report 3 to be submitted upon completion of 70% of construction or by **October 1, 2026,** whichever event occurs earlier or upon such other date that may be acceptable to the Province.
Progress and Financial Report 4 Regarding Activity 2 Major Construction	See Schedule F Section G: Project and Reporting Information Requirements	Report 4 to be submitted upon completion of 90% of construction or by **March 1, 2027,** whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Name of Reports	Content Required	Due Date
Final Report: Activities 1, 2 and 3	See Schedule F Section G Project and Reporting Information Requirements	Final Report to be submitted upon substantial completion of building construction and the Certificate of Substantial Completion is received by the contractor satisfactory to the Province or by **November 15, 2027,** whichever event occurs earlier or upon such other date that may be acceptable to the Province.
Such other Reports in such form and having such content as may be directed by the Province from time to time.	As may be directed by the Province.	On such date as may be specified by the Province.

SECTION F.1 – TABLE OF REPORTS FOR RECIPIENT LAKEHEAD

F1.1 ***Reports.*** The Recipient Lakehead will submit the following Reports in the corresponding form provided later within this Schedule and with such content as is satisfactory to the Province:

Name of Reports and Details required	Content Required	Due Date
Progress and Financial Report 1 Regarding Activity 1 Detailed Design Phase and Activity 2 construction documents and commencement of construction bidding	See Schedule F Section G: Project and Reporting Information Requirements	Report 1 to be submitted upon completion of the detailed design phase, the completion of the construction documents and commencement of construction bidding and negotiations for Project One and Project Two or by **June 30, 2025,** whichever event occurs earlier or upon such other date that may be acceptable to the Province.
Progress and Financial Report 2 Regarding Activity 2 Major Construction Phase	See Schedule F Section G: Project and Reporting Information Requirements	Report 2 to be submitted upon completion of 25% of construction Project One and Project Two or by **October 15, 2025,** whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Name of Reports and Details required	Content Required	Due Date
Progress and Financial Report 3 Regarding Activity 2 Major Construction Phase	See Schedule F Section G: Project and Reporting Information Requirements	Report 3 to be submitted upon completion of 50% of construction Project One and Project Two or by **February 1, 2026,** whichever event occurs earlier or upon such other date that may be acceptable to the Province.
Progress and Financial Report 4 Regarding Activity 2 Major Construction Phase	See Schedule F Section G: Project and Reporting Information Requirements	Report 4 to be submitted upon completion of 70% of construction Project One and Project Two or **March 2, 2026,** whichever event occurs earlier or upon such other date that may be acceptable to the Province.
Progress and Financial Report 5 Regarding Activity 2 Major Construction Phase	See Schedule F Section G: Project and Reporting Information Requirements	Report 5 to be submitted upon completion of 90% of construction Project One and Project Two or **May 15, 2026**, whichever event occurs earlier or upon such other date that may be acceptable to the Province.
Final Report Activities 1, 2 and 3	See Schedule F Section G: Project and Reporting Information Requirements	Final Report to be submitted upon substantial completion of building construction and the Certificate of Substantial Completion is received by the contractor satisfactory to the Province Project One and Project Two or **November 16, 2026,** whichever event occurs earlier or upon such other date that may be acceptable to the Province.
Such other Reports in such form and having such content as may be directed by the Province from time to time.	As may be directed by the Province.	On such date as may be specified by the Province.

[REST OF PAGE INTENTIONALLY LEFT BLANK – REPORT INSTRUCTIONS AND REQUIREMENTS TO FOLLOW]

SECTION G: PROGRESS AND FINANCIAL REPORT INSTRUCTIONS ANDREQUIREMENTS FOR RECIPIENT U OF G AND RECIPIENT LAKEHEAD

REPORTING INSTRUCTIONS

1. Recipients are to submit all reports and final reports to the Province and carbon copy all Parties in the Agreement.
2. All reports and final reports are to include:
   Part A: Project Information summary
   Part B: Project Financial Information summary
   Part C: Reporting information requirements by Activity as specified in Part C.
   Part D: Attestation page
3. Recipients are to append all necessary documents and supporting documents to meet all the requirements of Part A, B, C and D of the progress and financial report.

Part A: Project Information summary

- Part A shall include**:**
  - Recipient's name (Name of University)
  - Recipient's Address
  - Name of Project Manager
  - Recipient's Telephone number
  - Recipient's e-mail
  - Date of progress report (report submission date)
  - Project Start Date
  - Project Completion Date

Part B: Project Financial Information summary

- Part B shall include**:**
  - Report number and Activity (e.g., 'Report Number 1, Regarding Activity 1')
  - Funding Year (e.g., Funding Year 1, 2024-25)
  - Report Statement Period (yyyy/mm/dd) to (yyyy/mm/dd)
  - Maximum Annual Funds by Funding Year (See section E.1)
  - Total Payment Requested for Eligible Costs incurred for the Statement Period
  - Total Remaining Annual Budget
  - Unspent Funds Anticipated at End of Funding Year.
  - Total payment ($) received (to date, starting from Year 1) from the Province for Eligible Costs incurred.
  - A confirmation as to whether or not the costs being claimed in the Progress and Financial Report were properly and reasonably incurred and were necessary in order to carry out the Project.
  - If costs were not properly or reasonably incurred, an explanation in Part B will be required.
  - If the Recipient **is** or **is not** receiving any other funds and/or grants from other sources for the Project
  - If the Project **is** receiving funding and/or grants from other sources, to provide a breakdown of:

- All other funding and/or Grant Sources
- Total Funding and/or Grant amount secured.
- How Funds will be spent/were spent

- If the Recipient does or does not anticipate the Project will generate revenue for the Recipient.
- If the project is likely to generate revenue, then indicate the total dollar value in revenue on a monthly basis and the total dollar value in revenue in each Funding Year of the Agreement.

Part C: Project and Reporting Information Requirements by Activity

- Part C shall include:
  - Project and reporting requirements by Activity for the Recipients. See Section C.1. for details.
  - Information on the progress and/or issues that may impact the Recipients Performance Measures by Activity

Activity	Performance Measure	Target
Activity 1: Detailed Design Phase	Completion of Activity 1 as prescribed in Schedule C.	• On time • On budget
Activity 2: Major Construction Phase	Completion of Activity 2 as prescribed in Schedule C	• On time • On budget
Activity 3: Takeover Procedures, Post Occupancy Evaluation and Transition to Operations Phase	Completion of Activity 3 as prescribed in Schedule C.	• On time • On budget

Part C.1. Project and Reporting Information Requirements by Activity for Recipient U of G

Progress and Financial Report 1 Regarding Activity 1: Detailed Design Phase and Activity 2: construction documents and commencement of construction bidding (For Recipient U of G)

Report 1 Due October 1, 2025. To be submitted on the due date or upon completion of the construction documents and commencement of construction bidding and negotiations, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, Report 1 shall include:

- A summary of its process and progress towards completion of Activity 1.

- A summary of its process and progress towards completion of Activity 2 – specifically the completion of construction documents and commencement of construction bidding.

- Information regarding the Performance Measures.
- A summary of the Aboriginal Consultation performed.
- A summary of the Ontario Builds signage requirements performed.
- An assessment of any issues that may negatively affect the Activity 1 and forthcoming Activity 2 and the overall successful completion of their part of the Project, including those issues that may affect achieving and completing Activity 1 on time, on budget, and completion in accordance with legislative, regulatory, and accreditation requirements. The assessment shall identify associated risk mitigation strategies to address the issues.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- A detailed financial report summarizing all Project related Eligible Costs incurred, and identifying any potential significant financial shortfalls, cost overruns or other such risks that may affect the successful completion of the Project. (Please note, all receipts, invoices and proof of payment verifying the costs being claimed and any other applicable supporting documentation must be retained in accordance with section A7.2 of Schedule "A" and provided to the Province upon request.)
- An audited statement of Eligible Costs incurred, if requested by the Province.
- Time being of the essence, such further and other details as are warranted in the circumstances.

Progress and Financial Report 2 Regarding Activity 2: Major Construction Phase (For Recipient U of G)

Report 2 Due March 2, 2026: To be submitted on the due date or upon completion of 40% of construction, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- A summary of its process and progress towards completion of Activity 2.
- Information regarding the Performance Measures.
- A summary of the Aboriginal Consultation performed.
- A summary of the Ontario Builds signage requirements performed.
- An assessment of any issues that may negatively affect Activity 2 and the overall successful completion of their part of the Project, including those issues that may affect achieving and completing Activity 2 on time, on budget, and completion in accordance with legislative, regulatory, and accreditation requirements. The assessment shall identify associated risk mitigation strategies to address the issues.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.

- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- A detailed financial report summarizing all Project related Eligible Costs incurred, and identifying any potential significant financial shortfalls, cost overruns or other such risks that may affect the successful completion of the Project. (Please note, all receipts, invoices and proof of payment verifying the costs being claimed and any other applicable supporting documentation must be retained in accordance with section A7.2 of Schedule "A" and provided to the Province upon request.)
- An audited statement of Eligible Costs incurred, if requested by the Province.
- Time being of the essence, such further and other details as are warranted in the circumstances.

Progress and Financial Report 3 Regarding Activity 2: Major Construction Phase (For Recipient U of G)

Report 3 Due October 1, 2026: To be submitted on the due date or upon completion of 70% of construction, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- A summary of its process and progress towards completion of Activity 2.
- Information regarding the Performance Measures.
- A summary of the Aboriginal Consultation performed.
- A summary of the Ontario Builds signage requirements performed.
- An assessment of any issues that may negatively affect Activity 2 and the overall successful completion of their part of the Project, including those issues that may affect achieving and completing Activity 2 on time, on budget, and completion in accordance with legislative, regulatory, and accreditation requirements. The assessment shall identify associated risk mitigation strategies to address the issues.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- A detailed financial report summarizing all Project related Eligible Costs incurred, and identifying any potential significant financial shortfalls, cost overruns or other such risks that may affect the successful completion of the Project. (Please note, all receipts, invoices and proof of payment verifying the costs being claimed and any other applicable supporting documentation must be retained in accordance with section A7.2 of Schedule "A" and provided to the Province upon request.)
- Time being of the essence, such further and other details as are warranted in the circumstances.

Progress and Financial Report 4 Regarding Activity 2: Major Construction (For Recipient U of G)

Report 4 Due March 1, 2027: To be submitted on the due date or upon completion of 90% of construction whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- A summary of its process and progress towards completion of Activity 2.
- Information regarding the Performance Measures.
- A summary of the Aboriginal Consultation performed.
- A summary of the Ontario Builds signage requirements performed.
- An assessment of any issues that may negatively affect Activity 2 and forthcoming Activity 3 and the overall successful completion of their part of the Project, including those issues that may affect achieving and completing Activity 2 on time, on budget, and completion in accordance with legislative, regulatory, and accreditation requirements. The assessment shall identify associated risk mitigation strategies to address the issues.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule “C” of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- A detailed financial report summarizing all Project related Eligible Costs incurred, including Eligible Costs incurred, and identifying any potential significant financial shortfalls, cost overruns or other such risks that may affect the successful completion of the Project. (Please note, all receipts, invoices and proof of payment verifying the costs being claimed and any other applicable supporting documentation must be retained in accordance with section A7.2 of Schedule “A” and provided to the Province upon request.)
- Time being of the essence, such further and other details as are warranted in the circumstances.

Final Report Regarding Activities 1, 2 and 3 (For Recipient U of G)

Final Report Due November 15, 2027: To be submitted upon the due date or upon substantial completion of building construction, a site visit performed by OMAFA, and the Certificate of Substantial Completion is received by the contractor satisfactory to the Province, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- An overall summary of Activities 1, 2, 3:
    - Describe status of each Activity.
    - Provide information regarding the Performance Measures.

  - Describe project challenges/issues encountered and actions undertaken to resolve issues.
  - Describe project successes.

- A Certificate of Substantial Completion from the contractor at the time of the Project Completion Date. The Certificate of Substantial Completion to indicate all major elements of the project have been achieved and completed.
- To provide a final financial summary of the Project showing total funds received from the province, any interest earned on funds received, total Eligible Costs incurred and any unspent balance remaining.
- to provide an audited statement of Eligible Costs incurred if requested by the Province.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- Time being of the essence, such further and other details as are warranted in the circumstances.

Part C.1. Project and Reporting Information Requirements by Activity for Recipient Lakehead

Progress and Financial Report 1 Regarding Activity 1: Detailed Design Phase and Activity 2: construction documents and commencement of construction bidding (For Recipient Lakehead)

Report 1 June 30, 2025: To be submitted upon the due date or completion of the construction documents and commencement of construction bidding and negotiations for Project One and Project Two, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- A summary of its process and progress towards completion of Activity 1.
- A summary of its process and progress towards completion of Activity 2 – specifically the completion of construction documents and commencement of construction bidding.
- Information regarding the Performance Measures.
- A summary of the Aboriginal Consultation performed.
- A summary of the Ontario Builds signage requirements performed.
- An assessment of any issues that may negatively affect the Activity 1 and forthcoming Activity 2 and the overall successful completion of their part of the Project, including those issues that may affect achieving and completing Activity 1 on time, on budget, and completion in accordance with legislative, regulatory, and accreditation requirements. The assessment shall identify associated risk mitigation strategies to address the issues.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.

- Attendance and participation record (to date) of the CDVM Bi-Weekly Update and Discussion between Recipient Lakehead, Lakehead's Project Manager, and OMAFA.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- A detailed financial report summarizing all Project related Eligible Costs incurred, and identifying any potential significant financial shortfalls, cost overruns or other such risks that may affect the successful completion of the Project. (Please note, all receipts, invoices and proof of payment verifying the costs being claimed and any other applicable supporting documentation must be retained in accordance with section A7.2 of Schedule "A" and provided to the Province upon request.)
- An audited statement of Eligible Costs incurred, if requested by the Province.
- Time being of the essence, such further and other details as are warranted in the circumstances.

Progress and Financial Report 2 Regarding Activity 2: Major Construction Phase (For Recipient Lakehead)

Report 2 Due October 15, 2025: To be submitted upon the due date or completion of 25% of construction for Project One and Project Two, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- A summary of its process and progress towards completion of Activity 2.
- Information regarding the Performance Measures.
- A summary of the Aboriginal Consultation performed.
- A summary of the Ontario Builds signage requirements performed.
- An assessment of any issues that may negatively affect Activity 2 and the overall successful completion of their part of the Project, including those issues that may affect achieving and completing Activity 2 on time, on budget, and completion in accordance with legislative, regulatory, and accreditation requirements. The assessment shall identify associated risk mitigation strategies to address the issues.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.
- Attendance and participation record (to date) of the CDVM Bi-Weekly Update and Discussion between Recipient Lakehead, Lakehead's Project Manager, and OMAFA.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- A detailed financial report summarizing all Project related Eligible Costs incurred and identifying any potential significant financial shortfalls, cost overruns or other such risks that may affect the successful completion of the Project. (Please note, all receipts, invoices and proof of payment verifying the costs being claimed and any other applicable supporting

documentation must be retained in accordance with section A7.2 of Schedule "A" and provided to the Province upon request.)
- Time being of the essence, such further and other details as are warranted in the circumstances.

Progress and Financial Report 3 Regarding Activity 2: Major Construction Phase (For Recipient Lakehead)

Report 3 Due February 1, 2026: To be submitted upon the due date or completion of 50% of construction for Project One and Project Two, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- A summary of its process and progress towards completion of Activity 2.
- Information regarding the Performance Measures.
- A summary of the Aboriginal Consultation performed.
- A summary of the Ontario Builds signage requirements performed.
- An assessment of any issues that may negatively affect Activity 2 and the overall successful completion of their part of the Project, including those issues that may affect achieving and completing Activity 2 on time, on budget, and completion in accordance with legislative, regulatory, and accreditation requirements. The assessment shall identify associated risk mitigation strategies to address the issues.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.
- Attendance and participation record (to date) of the CDVM Bi-Weekly Update and Discussion between Recipient Lakehead, Lakehead's Project Manager, and OMAFA.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- A detailed financial report summarizing all Project related Eligible Costs incurred, and identifying any potential significant financial shortfalls, cost overruns or other such risks that may affect the successful completion of the Project. (Please note, all receipts, invoices and proof of payment verifying the costs being claimed and any other applicable supporting documentation must be retained in accordance with section A7.2 of Schedule "A" and provided to the Province upon request.)
- Time being of the essence, such further and other details as are warranted in the circumstances.

Progress and Financial Report 4 Regarding Activity 2: Major Construction (For Recipient Lakehead)

Report 4 Due March 2, 2026: To be submitted upon the due date or completion of 70% of construction for Project One and Project Two, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- A summary of its process and progress towards completion of Activity 2.
- Information regarding the Performance Measures.
- A summary of the Aboriginal Consultation performed.
- A summary of the Ontario Builds signage requirements performed.
- An assessment of any issues that may negatively affect Activity 2 and forthcoming Activity 3 and the overall successful completion of their part of the Project, including those issues that may affect achieving and completing Activity 2 on time, on budget, and completion in accordance with legislative, regulatory, and accreditation requirements. The assessment shall identify associated risk mitigation strategies to address the issues.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.
- Attendance and participation record (to date) of the CDVM Bi-Weekly Update and Discussion between Recipient Lakehead, Lakehead's Project Manager, and OMAFA.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- A detailed financial report summarizing all Project related Eligible Costs incurred, including and identifying any potential significant financial shortfalls, cost overruns or other such risks that may affect the successful completion of the Project. (Please note, all receipts, invoices and proof of payment verifying the costs being claimed and any other applicable supporting documentation must be retained in accordance with section A7.2 of Schedule "A" and provided to the Province upon request.)
- An audited statement of Eligible Costs incurred, if requested by the Province.
- Time being of the essence, such further and other details as are warranted in the circumstances.

Progress and Financial Report 5 Regarding Activity 2: Major Construction (For Recipient Lakehead)

Report 5 Due May 15, 2026: To be submitted upon the due date or completion of 90% of construction for Project One and Project Two, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- A summary of its process and progress towards completion of Activity 2.
- Information regarding the Performance Measures.
- A summary of the Aboriginal Consultation performed.
- A summary of the Ontario Builds signage requirements performed.
- An assessment of any issues that may negatively affect Activity 2 and forthcoming Activity 3 and the overall successful completion of their part of the Project, including those issues that may affect achieving and completing Activity 2 on time, on budget, and completion in accordance with legislative, regulatory, and accreditation requirements. The assessment shall identify associated risk mitigation strategies to address the issues.

- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.
- Attendance and participation record (to date) of the CDVM Bi-Weekly Update and Discussion between Recipient Lakehead, Lakehead's Project Manager, and OMAFA.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.
- A detailed financial report summarizing all Project related Eligible Costs incurred and identifying any potential significant financial shortfalls, cost overruns or other such risks that may affect the successful completion of the Project. (Please note, all receipts, invoices and proof of payment verifying the costs being claimed and any other applicable supporting documentation must be retained in accordance with section A7.2 of Schedule "A" and provided to the Province upon request.)
- Time being of the essence, such further and other details as are warranted in the circumstances.

Final Report Regarding Activities 1, 2 and 3 (For Recipient Lakehead)

Final Report Due November 16, 2026: To be submitted upon the due date or substantial completion of building construction for Project One and Project Two, a site visit performed by OMAFA for Project One and Project Two, and the Certificate of Substantial Completion is received by the contractor satisfactory to the Province, whichever event occurs earlier or upon such other date that may be acceptable to the Province.

Without limitation by the generality of the following, this Report shall include:

- An overall summary of Activities 1, 2, 3:
    - Describe status of each Activity.
    - Provide information regarding the Performance Measures.
    - Describe project challenges/issues encountered and actions undertaken to resolve issues.
    - Describe project successes.

- A Certificate of Substantial Completion from the contractor at the time of the Project Completion Date. The Certificate of Substantial Completion to indicate all major elements of the project have been achieved and completed.
- To provide a final financial summary of the Project showing total funds received from the province, any interest earned on funds received, total Eligible Costs incurred and any unspent balance remaining.
- To provide an audited statement of Eligible Costs incurred if requested by the Province.
- Attendance and participation record (to date) of the CDVM Monthly Meetings between OMAFA, MCURES, Recipient U of G and Recipient Lakehead.
- Attendance and participation record (to date) of the CDVM Bi-Weekly Update and Discussion between Recipient Lakehead, Lakehead's Project Manager, and OMAFA.
- Description of any communications, (including acknowledgments, knowledge transfer and public relations), that you have made in relation to the Project (outside of any requirements set out as an Activity under Schedule "C" of the Agreement). Include the date(s) in which

those communications (acknowledgments, knowledge transfer and public relations) were made, where they were made, how they were made and a summary of what was done.

- Time being of the essence, such further and other details as are warranted in the circumstances.

Part D Attestation

I, _____ (please print), a duly authorized signing officer for the Recipient, hereby attest to the following:

(a) The work on the Project has been completed as of the date this attestation is signed in accordance with the description of the Project set out under section C.3 of Schedule "C" of the Agreement;

(b) No Funding has been spent on Ineligible Costs;

(c) The work on the Project has been completed as of the date this attestation is signed in accordance with the terms/conditions of the Agreement and all Requirements Of Law; and

(d) All information provided in this Progress and Financial Report is – to the best of my knowledge, belief and understanding – true and correct in all material aspects.

_____ _____

(date)