Between

Social Planning Toronto (“SPT”)

and

[Name of Group] (the “Trust Beneficiary Agency”)

Whereas SPT agrees to assist the Trust Beneficiary Agency by holding certain funds amounting to **$\_\_\_\_\_\_\_\_\_\_\_** (the “Funds”) approved and provided by **City of Toronto** (the “Funder”) in trust for the Trust Beneficiary Agency and by administering and disbursing the Funds on the Trust Beneficiary Agency’s behalf.

Therefore, for mutual consideration, the parties hereby agree as follows:

1. **The SPT shall:**
2. receive the Funds and deposit the Funds in a project trust account (the “Trust Account”) with a recognized financial institution, separate and apart from the SPT’s own accounts;
3. administer the Funds in trust in accordance with both the terms of this Trusteeship Agreement (the “Agreement”) and generally accepted accounting principles;
4. disburse the Funds from the Trust Account on behalf of and as directed by the Trust Beneficiary Agency pursuant to the terms of this Agreement;
5. use the Funds to make payments required for any bank service charges. The SPT shall be under no obligation to make any other payments on behalf of the Trust Beneficiary Agency; and
6. SPT’s responsibility is limited to the management of the Funds. The Trust Beneficiary Agency shall defend, indemnify, release and hold harmless the SPT and its personnel, agents, parent, subsidiaries, representatives, successors and assigns from and against all claims, obligations (contractual and extra-contractual), losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind (collectively the “Claims”), arising out of or resulting from: (1) the Trust Beneficiary Agency's breach of any representation, warranty, covenant or obligation under this Agreement; (2) any and all acts or omissions of the Trust Beneficiary Agency, including without limitation, the Trust Beneficiary Agency’s negligence, misconduct or inappropriate behavior; (3) any and all acts or omissions of the SPT, provided that such acts or omissions were made by the SPT in the course of SPT’s performance of its obligations under this Agreement; (4) the Trust Beneficiary Agency’s failure to make any payments pursuant to this Agreement; (5) any disbursement of any or all of the Funds; and (6) the Funder’s request to be reimbursed for any distribution of the Funds.
7. SPT may, at its sole discretion, withhold funds requested by the Trust Beneficiary Agency where SPT believes the request to be inconsistent with the laws, regulations or funder requirements applicable to the project.
8. SPT will designate a primary contact whom the Trust Beneficiary Agency will keep appraised of appropriate developments on an ongoing basis.
9. **The Trust Beneficiary Agency shall:**
10. Conduct its activities in compliance with the applicable federal, provincial and municipal legislation, regulations and bylaws, including but not limited to Revenue Canada Agency (CRA) rules relating to taxes and remittances, all applicable employment laws and regulations as well as all the requirements of the funder(s).
11. Submit to the SPT all requests for payments using a Cash Advance form or a Reimbursement form which have been provided to you.
12. Within ten (10) business days of completing the event, provide to the SPT satisfactory proof of payment for any and all expenses in an itemized manner. Reimbursement requests must be accompanied by original invoices/receipts;
13. Promptly execute such documents, provide any documents to the SPT and perform such acts as may be necessary to give full effect to the terms of this Agreement including but not limited to any applicable funding applications, budgets and funding terms and conditions;
14. Prior to the Commencement Date of this Agreement and thereafter as requested by the SPT in its sole discretion, provide to the SPT:
15. Written confirmation that the Trust Beneficiary Agency is in good standing with the Canada Revenue Canada, and any materials that confirm that good standing, which may be required by the funder;
16. Written confirmation that the Trust Beneficiary Agency is in compliance with any and all requirements of the Funder;
17. Written confirmation that the Trust Beneficiary Agency is in compliance with any and all employment laws and regulations; and
18. A copy of any service agreement or other document procuring any service or product for which the Funds will be used;
19. Provide proof of insurance and/or any other financial safeguards required by the Funder. If an incident occurs that requires you to make an insurance claim, SPT will cover the cost for the deductible, if any. This amount will be paid directly to the concerned Grantee. SPT is not and will not be a party to the claim.
20. Stipulate the names and titles of all Authorized Representatives of the governing body to requisition disbursements, accept funds from the Trust Account, and specify any limits on the authority of such officials;
21. Reimburse the SPT for any and all payments made by SPT on behalf of the Trust Beneficiary Agency;
22. Abide by all requirements set by the Funder regarding the Funds, including specified deliverables and completion timelines, and provide confirmation of same for the SPT’s review at least one (1) week prior to any Funder deadlines. The SPT reserves the right not to release any or all of the Funds to the Trust Beneficiary Agency without receiving written confirmation from the Funder that its requirements have been satisfied;
23. Ensure that the Funds are used for purposes for which they were intended only and in compliance with any and all laws and regulations;
24. Assume full responsibility for its own operations, asset management, and expenditure of the Funds in accordance with its obligations to the Funder, members and stakeholders, as applicable;

1. Refrain from using the SPT’s charitable tax number for the solicitation of receipt of the Funds;
2. Ensure that, for all purposes, its identity remains separate from and cannot reasonably be confused with that of the SPT; and
3. Provide SPT with a notice of completion of this Agreement on the fulfillment of all contract obligations to the Funder.
4. The Trust Beneficiary Agency acknowledges and agrees that the Trust Beneficiary Agency has read and understands the terms and conditions of this Agreement and that the Trust Beneficiary Agency has had the opportunity to seek, and was not prevented or discouraged by the SPT from seeking, any independent legal advice which the Trust Beneficiary Agency considered necessary before the execution and delivery of this Agreement and that if the Trust Beneficiary Agency did not avail itself of that opportunity before signing this Agreement, the Trust Beneficiary Agency did so voluntarily without any undue pressure, and agrees that its or his failure to obtain independent legal advice will not be used by it or him as a defence to the enforcement of its or his obligations under this Agreement.
5. Each party acknowledges that this Agreement is the product of their joint efforts, that it expresses their agreement, and that, if there is any ambiguity in any of its provisions, that provision should not be interpreted in favour of either one of them.
6. If any dispute shall occur between the parties relating to the interpretation or implementation of any of the provisions of this Agreement, the parties shall make a good faith attempt to resolve such dispute via non-binding mediation.
7. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably submits to the exclusive jurisdiction and venue of the courts located in the Province of Ontario in any legal suit, action or proceeding arising out of or based upon this Agreement.
8. This Agreement takes effect on March 1, 2020 (the “Commencement Date”) and terminates on July 30, 2021 (the “Term”) unless renewed by mutual written agreement of the parties.

## On behalf of the Trust Beneficiary Agency

## I have the authority to bind \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Name of Group)

Name (Group Member or Group Lead): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address of Group or Person Signing Agreement: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**On behalf of Social Planning Toronto (SPT)**

Name in print: Maria Serrano

Title: Director of Operations

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_