



## THE ONTARIO BRAIN INSTITUTE'S EVENT FUNDING APPLICATION & AGREEMENT

### Terms and Conditions of Agreement

Should an applicant be selected to receive funding ("Funding") for their event (the "Event") such applicant (the "Recipient") shall be bound by these Terms and Conditions of Agreement. **By Signing these Terms and Conditions of Agreement, the Recipient agrees that such Terms and Conditions shall be binding on all Funding provided whether or not the amount of Funding or the Terms of such Funding are consistent with the Funding requested in any application to OBI.** The term "Agreement" or "this Agreement" as used in these Terms and Conditions of Agreement means these Terms and Conditions of Agreement.

**This Agreement does not create a commitment of OBI to make or advance any Funding.**

### 1. Funding

- a) OBI will determine and approve the amount (\$) of Funding awarded to the Recipient in support of the Event.
- b) The Funding will be provided in one tranche to the Recipient by OBI provided that the following conditions are satisfied:
  - i. the Recipient has provided the "Event Follow-Up" report **within (30) thirty days** of the last day of the Event;
  - ii. the Recipient has complied with all the terms of this Agreement and all representations and warranties provided by the Recipient herein remain accurate, true and complete; and
  - iii. there has been no Event of Default (as defined in Section 3).
- b) OBI will make reasonable commercial efforts to provide the Recipient with the Funding within 30 days of the satisfaction of the conditions in Section 1(b). If the conditions in Section 1(b) are not satisfied, OBI shall have no obligation to provide the Funding.
- c) Without limiting Sections 1, 2 or 3, should OBI receive additional information concerning the Event that it reasonably deems will make the Event inconsistent with OBIs vision, goals and objectives; it may elect to not provide any further Funding to the Event.

### 2. Representations, Warranties and Covenants of the Recipient

The Recipient represents and warrants to OBI, and promises to, and agrees with OBI at all times as follows:

- a) The Recipient shall promptly notify OBI as to the identity of any and all sponsors that will have been added to the Event thereafter, as well as any additional information in connection to the Event that can or may be requested by OBI from time to time.
- b) No Funding shall be used for the purchase of alcohol, costs of serving alcohol, or any other expenditures related to a part of the Event involving the sale or consumption of alcohol.
- c) The Recipient agrees to make the receipts of approved expenses of the Funding available to OBI or its agents for a period of two years from the termination of this Agreement for audit purposes.
- d) At the request of OBI, the Recipient is to promptly remove any and all OBI branding associated with the Event.
- e) Any and all online promotional material relating to the Event produced by, or on behalf of the Recipient shall contain OBI's name and logo, and both OBI's name and logo must be hyperlinked to OBI's website.
- f) At the request of OBI, the Recipient shall promptly provide OBI with the following information in form and substance satisfactory to OBI:
  - i. speakers/presenters at the Event;
  - ii. topics of presentations at the Event; and
  - iii. details concerning in-kind event funding, cash funding or funding of any other kind pertaining to the Event.
  - iv. Details concerning the marketing or showcasing of products at the Event
- g) The Recipient hereby grants OBI a right to use any and all information pertaining to the Event, including logos and branding, on OBI's website or in other promotional or informational material of OBI.
- h) OBI's logo and full name will be used in any and all promotional material pertaining to the Event.
- i) The Event shall be conducted in compliance with law.
- j) All expenditures of the Funding will be consistent with the guidelines of the application.
- k) The Recipient shall, within 30 days of the last day of the event, provide OBI with an "Event Follow-Up" report which includes detailed accounting of how the Funding was spent



- l) Upon an Event of Default, the Recipient must promptly refund 100% of the Funding to OBI, as per Section 3.
- m) The Recipient shall promptly advise OBI upon the occurrence of an Event of Default.

**3. Events of Default and Remedies**

- a) Should an Event of Default occur, the Recipient agrees to promptly refund all or a portion of the Funding to OBI, as requested by OBI. **“Event of Default”** means the occurrence of one and more of the following events:
  - i. the Recipient shall fail or neglect to perform, keep or observe any covenants, promises, agreements, requirements, conditions, or other terms or provisions contained in this Agreement;
  - ii. any representation or warranty of the Recipient in this Agreement shall be untrue or incorrect as of the date when made or deemed made;
  - iii. the details concerning the Event are materially different than those provided in the application unless OBI has explicitly agreed to any such material changes in writing;
  - iv. any information provided in the application is incorrect or incomplete, unless OBI has been informed of the same, and agreed thereto.

This Agreement shall be governed by the laws of Ontario and may be signed and delivered in electronic format (including by PDF attached to an email or through an electronic form), and any such agreement so delivered shall be binding and deemed to be an original.

**The Recipient hereby agrees to the above Terms and Conditions of Agreement and agrees that such terms and conditions shall apply to all Funding, present or future.**

**If the Recipient is a corporation, partnership, limited partnership or other type of organization, I agree that I have the authority to bind such organization.**

*NOTE: The individual that signs this application below MUST have the authority to bind the Recipient organization.*

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

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

Name of Signing Authority:

Title:

Recipient (Organization) Name:

Recipient (Organization) Mailing Address: