(Excerpt from funding agreement template)

**Requirements under the *Workplace Safety and Insurance Act*, S.O. 1997, c.16, Sch.A (“WSIA”)**

1. The Non-Profit Corporation shall pay to the appropriate board or commission all assessments and levies owing to the board or commission with respect to this Agreement, and any unpaid levies or assessments shall be the sole responsibility of the Non-Profit Corporation.
2. Prior to commencing any work pursuant to this Agreement, the Non-Profit Corporation shall provide evidence of compliance with the requirements of the Province of Ontario with respect to the WSIA.
3. At any time during the term of this Agreement, the Non-Profit Corporation shall, when requested by the City, provide evidence of compliance by itself and its subcontractors with respect to the WSIA, and failure to provide satisfactory evidence shall result in payment being held by the City until satisfactory evidence has been received by the City.
4. If the Non-Profit Corporation is not a Schedule 1 or Schedule 2 employer under the WSIA, and the Non-Profit Corporation has not been declared a Schedule 1 or Schedule 2 employer under that Act, the Non-Profit Corporation shall, within 30 days of execution of this Agreement, provide to the City evidence of compliance with the requirements of the WSIAincluding written evidence from the Workplace Safety and Insurance Board showing the following:

(a) that the Non-Profit Corporation is not a Schedule 1 or Schedule 2 employer, has not been declared a Schedule 1 or Schedule 2 employer under s. 74 of the WSIA and is not required to be registered under the WSIA; and

(b) that the Non-Profit Corporation has no unpaid levies, premiums or assessments under the WSIA.

1. Notwithstanding the immediately preceding section, the Non-Profit Corporation shall pay all appropriate levies, premiums and assessments to the Workplace Safety and Insurance Board, if any, and all unpaid levies, premiums and assessments shall be the sole responsibility of the Non-Profit Corporation.
2. If the Non-Profit Corporation is not registered with the Workplace Safety and Insurance Board, the Non-Profit Corporation shall provide and maintain contingent employer’s liability and voluntary compensation insurance coverage part of its commercial general liability insurance.

### Occupational Health and Safety

(1) The Non-Profit Corporation shall be responsible for the health and safety of its workplace and for compliance with the provisions of the *Occupational Health and safety Act*, R.S.O. 1990. c.O.1, as amended, and its regulations or any successor legislation (“OHSA”).

(2) So as to avoid any misunderstanding as to the extent of the Non-Profit Corporation’s responsibility, the Non-Profit Corporation, by executing this Agreement, unequivocally acknowledges that the Non-Profit Corporation is an employer within the meaning of the OHSA.

(3) The Non-Profit Corporation shall give the required notices and comply with the laws and ordinances, rules, regulations, codes and orders of the authorities having jurisdiction which are, or become in force during the performance of the Project under this Agreement, and which relate to the preservation of the public health and safety.