



Project Number

2018 CANADA SUMMER JOBS APPLICATION / AGREEMENT

- You must carefully read the Applicant Guide and the attached Canada Summer Jobs Articles of Agreement as you will be required to attest that you have read and understood these documents by signing this form.
- All fields are mandatory and must be completed by the applicant.

PART A - EMPLOYER INFORMATION			
1. Canada Revenue Agency Business Number		2. Legal Name	
3. Operating (Common) Name (if different from legal name)			4. Telephone Number
5. Employer Type			
Private Sector		Not-For-Profit Sector	
Bank	Indigenous not-for-profit organization	Not-for-profit Band Council	Municipal government or agency
Business, incorporated or unincorporated body	Association of workers or employers	Provincial or territorial non-governmental organization	Public health
Indian Band corporation	Community, charitable or voluntary organization	Sector council	Provincial government or agency
Private Band Council	National non-governmental organization	Union	Public community college or vocational school
Private university or college			Public degree-granting college
			Public degree-granting university
			Territorial government
6.a) Name of Employer Contact Person		6.b) Telephone Number of Employer Contact Person	
7. Email Address of Employer Contact Person		8. Preferred Language of Communication:	
		Spoken: English French Written: English French	
9. Year the Organization was Established	10. Organization's Mandate		
11. Number of Full-Time Employees Working in Canada	12. Mailing Address of Employer		Postal Code
13. Address of the Location of the Proposed Activities (if different from Box 12)			Postal Code
If the proposed activities will take place in multiple locations, will they be held within the same constituency? Yes No			
If YES , provide all addresses.			
14. The activities of your organization focus on the provision of services in the community:			
to persons with disabilities		to seniors	
to newcomers to Canada (including refugees)		to the LGBTQ2 community	
to Indigenous peoples		related to environmental protection	
to members of a visible minority		related to crime prevention	
to persons who are homeless or street-involved		related to public health or safety	
to other groups with social or employment barriers including literacy and numeracy		related to cultural development or historical preservation	
to children or youth		OR not applicable	
15. Are the proposed activities directed at members of an Official Language Minority Community?			
Yes No			
16. Have you applied or will you apply for other sources of funding for the job requested?			
Yes No If YES , and if the Canada Summer Jobs contribution requested is in excess of \$100,000, you must abide by the terms stipulated in Sections 8.1 to 8.3 of the attached Canada Summer Jobs Articles of Agreement.			
17. Does your organization owe any amount to the Government of Canada?			
Yes No If YES , complete the fields below for each amount owing:			
	Amount Owing (\$)	Nature of the Amount Owing (taxes, penalties, overpayments, etc.)	Department or Agency to Which Amount is Owed
A.			
B.			
C.			
D.			
			18. Is a payment plan in place?
			Yes No
			Yes No
			Yes No
			Yes No

PART B - JOB DETAILS

Describe, in order of priority, the jobs requested.

19. JOB TITLE 1:

Hourly Wage Rate:

Tasks and Responsibilities

Supervision and Mentoring Plans

Health and Safety Practices in the Workplace

Desired Level of Education of the Student:

Secondary

OR

Post-Secondary (community college, cegep, technical institute and university)

Will this job be a career-related work experience? Yes No

Indicate one or more fields of academic studies and demonstrate how the field relates to the job.

Indicate if your intention is to hire a woman in a job in the fields of science, technology, engineering and mathematics (STEM) or information and communications technology (ICT).

Will your organization make special efforts to hire a priority student? Yes No

If **YES**, indicate which priority group.

Student with disabilities

Indigenous student

Student who is member of a visible minority

Student who is a new immigrant/refugee

Indicate your recruitment plan to hire a priority student or if you have already identified a priority student.

The tasks and responsibilities of this job support the provision of services in the community:

to persons with disabilities

to seniors

to newcomers to Canada (including refugees)

to the LGBTQ2 community

to Indigenous peoples

related to environmental protection

to members of a visible minority

related to crime prevention

to persons who are homeless or street-involved

related to public health or safety

to other groups with social or employment barriers including literacy and numeracy

related to cultural development or historical preservation

to children or youth

OR not applicable

Does this job support a local priority? Yes No

If **YES**, indicate which local priority

PART B - JOB DETAILS
Describe, in order of priority, the jobs requested.

20. JOB TITLE 2:	Hourly Wage Rate:
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Tasks and Responsibilities

Supervision and Mentoring Plans

Health and Safety Practices in the Workplace

Desired Level of Education of the Student:

Secondary

OR

Post-Secondary (community college, cegep, technical institute and university)

Will this job be a career-related work experience? Yes No

Indicate one or more fields of academic studies and demonstrate how the field relates to the job.
 Indicate if your intention is to hire a woman in a job in the fields of science, technology, engineering and mathematics (STEM) or information and communications technology (ICT).

Will your organization make special efforts to hire a priority student? Yes No

If **YES**, indicate which priority group.

- Student with disabilities
- Indigenous student
- Student who is member of a visible minority
- Student who is a new immigrant/refugee

Indicate your recruitment plan to hire a priority student or if you have already identified a priority student.

The tasks and responsibilities of this job support the provision of services in the community:

<ul style="list-style-type: none"> to persons with disabilities to newcomers to Canada (including refugees) to Indigenous peoples to members of a visible minority to persons who are homeless or street-involved to other groups with social or employment barriers including literacy and numeracy to children or youth 	<ul style="list-style-type: none"> to seniors to the LGBTQ2 community related to environmental protection related to crime prevention related to public health or safety related to cultural development or historical preservation
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OR not applicable

Does this job support a local priority? Yes No

If **YES**, indicate which local priority

PART B - JOB DETAILS
Describe, in order of priority, the jobs requested.

21. JOB TITLE 3:	Hourly Wage Rate:
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Tasks and Responsibilities

Supervision and Mentoring Plans

Health and Safety Practices in the Workplace

Desired Level of Education of the Student:

Secondary

OR

Post-Secondary (community college, cegep, technical institute and university)

Will this job be a career-related work experience? Yes No

Indicate one or more fields of academic studies and demonstrate how the field relates to the job.
 Indicate if your intention is to hire a woman in a job in the fields of science, technology, engineering and mathematics (STEM) or information and communications technology (ICT).

Will your organization make special efforts to hire a priority student? Yes No

If **YES**, indicate which priority group.

- Student with disabilities
- Indigenous student
- Student who is member of a visible minority
- Student who is a new immigrant/refugee

Indicate your recruitment plan to hire a priority student or if you have already identified a priority student.

The tasks and responsibilities of this job support the provision of services in the community:

<ul style="list-style-type: none"> to persons with disabilities to newcomers to Canada (including refugees) to Indigenous peoples to members of a visible minority to persons who are homeless or street-involved to other groups with social or employment barriers including literacy and numeracy to children or youth 	<ul style="list-style-type: none"> to seniors to the LGBTQ2 community related to environmental protection related to crime prevention related to public health or safety related to cultural development or historical preservation
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OR not applicable

Does this job support a local priority? Yes No

If **YES**, indicate which local priority

CALCULATION OF EMPLOYER'S TOTAL COST INCLUDING CONTRIBUTION REQUESTED

22. Job Title	(a) Number of Students Requested	(b) Anticipated Start Date (YYYY/MM/DD)	(c) Number of Weeks Requested	(d) Number of Hours per Week Requested	Wages		Not-for-profit employers only	(i) Total contribution requested from ESDC [(bxdxexg)+h]	(j) Total employer contribution (Wage and MERCs if applicable)
					(f) Hourly Wage to be Paid to the Student	(g) ESDC* Hourly Wage Requested from ESDC*	(h) MERCs** requested (if applicable) (\$)		
TOTAL		N/A	N/A	N/A	N/A	N/A			

*ESDC = Employment and Social Development Canada

**MERCs = Mandatory Employment Related Costs

If you are a not-for-profit employer, will you require an advance payment to pay the student should your application be approved? Yes No

Once completed and submitted, this Canada Summer Jobs application, if approved by Service Canada, will form the agreement between Canada and the organization. The organization will then be subject to the attached Canada Summer Jobs Articles of Agreement. The organization agrees under this agreement to provide the job at the hourly wage rate, for the number of hours per week and the number of weeks described in the Calculation of Approved Canada Summer Jobs Contribution Amount document.

Canada Summer Jobs provides wage subsidies to employers to create employment for secondary and post-secondary students. Again this year, Canada Summer Jobs welcomes applications from small businesses, not-for-profit employers, public sector and faith-based organizations that provide quality summer jobs for students.

Attestation

- I have read and understood the Canada Summer Jobs Articles of Agreement and referred to the Applicant Guide as needed;
- The job would not be created without the financial assistance provided under a potential contribution agreement;
- Both the job* and my organization's core mandate* respect individual human rights in Canada, including the values underlying the *Canadian Charter of Rights and Freedoms* as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability or sexual orientation, or gender identity or expression;
- I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and the organization.

I attest

*Please refer to the Applicant Guide for further information regarding eligible activities and organization's mandate.

23. Name of the Organization's Representative (refer to Section 31 of the attached Canada Summer Jobs Articles of Agreement prior to signature)	26. Name of the Organization's Representative (where the organization requires two signatures to enter into a legally binding agreement)
Name (Print)	Name (Print)
Signature	Signature
24. Position Title	27. Position Title
25. Date (YYYY/MM/DD)	28. Date (YYYY/MM/DD)

CANADA SUMMER JOBS

ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Employment and Social Development
(hereinafter referred to as "Canada")

AND

The Employer identified as the "Legal Name of Employer" on the attached document titled "Canada Summer Jobs - Application/Agreement"
(hereinafter referred to as the "Employer")

Hereinafter collectively referred to as "the Parties"

WHEREAS Canada has established the Canada Summer Jobs, a component of the Youth Employment Strategy, under which financial assistance may be provided to Employers to encourage these Employers to hire students to help them in acquiring employment and/or career related skills;

WHEREAS the Employer proposes to hire participant(s) for the Job(s) listed in the "Canada Summer Jobs Application";

AND WHEREAS Canada has agreed to make a contribution towards the costs of the Job(s) under Canada Summer Jobs;

Now, therefore, Canada and the Employer agree as follows:

1.0 AGREEMENT

1.1 The following documents and any amendments relating thereto form the Agreement between Canada and the Employer:

- (a) the document hereto entitled "Canada Summer Jobs - Application/Agreement";
- (b) the document hereto entitled "Calculation of Approved Canada Summer Jobs Contribution Amount".

2.0 INTERPRETATION

2.1 In this Agreement,

"Funding Period" means the period during which the Job is taking place as indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document;

"Job" means a job referred to in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document;

"Project" means the hiring and Job activities as described in the Application/Agreement;

"Mandatory Employment Related Costs" means payments that the Employer is required by law to make in respect of participants including, but not restricted to, those required for employment insurance, Quebec Parental Insurance Plan, Canada Pension Plan, Quebec Pension Plan, vacation pay, workers' compensation, health insurance in Quebec and Ontario (if applicable), Newfoundland and Labrador Health and Post-Secondary Education Tax in Newfoundland and Labrador, and the Manitoba Health and Education Levy in Manitoba;

"Overhead Costs" means such costs, other than wages and Mandatory Employment Related Costs, incurred by the Employer, which are in compliance with the conditions governing eligible costs set out in this Agreement;

"Participant" means an individual who is hired by the Employer for a Job during the period set out in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document and who:

- (a) is between 15 and 30 years of age (inclusive) at the start of employment;
- (b) was registered as a full-time student during the preceding academic year;
- (c) intends to return to school on a full-time basis during the next academic year;
- (d) is a student in a secondary, post-secondary, CEGEP (Quebec only), vocational or technical program;
- (e) is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the *Immigration and Refugee Protection Act*; and
- (f) is legally entitled to work according to the relevant provincial / territorial legislation and regulations.

*Foreign students are not eligible.

Words imparting the singular include the plural and vice versa.

3.0 EFFECTIVE DATE AND DURATION

3.1 This Agreement shall come into effect on the signature date specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount" and, subject to section 3.2, shall expire when Canada issues the final payment unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 All obligations of the Employer shall expressly or by their nature survive termination or expiry of this Agreement and shall continue in full force subsequent to and notwithstanding such termination or expiry until and unless they are satisfied or by their nature expire.

4.0 CANADA'S CONTRIBUTION

4.1 Subject to the terms and conditions of this Agreement, Canada will make a contribution to the Employer towards the costs incurred by the Employer as a result of the provision of the Job(s) to the participant(s) of an amount not exceeding the amount indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document.

4.2 Costs are eligible costs only if they are, in the opinion of Canada, reasonable and directly related to the provisions of the Job(s). Only those costs incurred during the Funding Period are eligible costs. No costs incurred prior to or following the Funding Period are eligible costs.

4.3 When hiring a participant with a disability, the Employer agrees that Canada's contribution towards special equipment facilities and support necessary for the participation shall not exceed the actual costs.

4.4 The amount of Canada's contribution in respect of Mandatory Employment Related Costs incurred in respect of each participant shall not exceed the amount that would be payable if the participant's wages were paid at the provincial or territorial adult minimum wage rate.

4.5 In the event that the hourly wage rate paid by the Employer is less than the hourly wage rate shown in the Application/Agreement, Canada may, in its discretion, reduce the amount of its contribution in respect of those eligible costs.

5.0 APPROPRIATION

5.1 Any payment under this Agreement is subject to the appropriation of funds by Parliament for the Fiscal Year in which the payment is to be made.

6.0 TERMS OF PAYMENT

6.1 (1) Subject to paragraph (2), Canada's contribution shall be payable upon receipt and verification of a claim made by the Employer in a form prescribed by Canada, such claim to be submitted by the Employer within 30 days following the termination of the Job(s) covered by the Agreement.

(2) Where the Employer is a not-for-profit employer, payment of Canada's contribution may be made as follows:

Where the total value of the contribution is up to \$100,000

- (a) an initial advance payment not exceeding 75% of the estimated total contribution payable under the Agreement; and
- (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

Where the total value of the contribution is from \$100,001 up to \$500,000

- (a) an initial advance payment not exceeding 50% of the estimated total contribution payable under the Agreement; and
- (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

Where the total value of the contribution is more than \$500,000

- (a) following receipt of a cash flow forecast, monthly advances covering the Employer's estimated monthly financial requirements payable under the Agreement; and
- (b) upon receipt and verification of a claim made in a form prescribed by Canada and submitted within 30 days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

7.0 REDUCTION OR TERMINATION OF FUNDING

7.1 Canada may, upon not less than fifteen (15) days' notice, reduce its funding under this Agreement or terminate the Agreement if:

- (a) The level of funding for the Program named in this Agreement for Fiscal Year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
- (b) Parliament reduces the appropriation of funds for contributions under the Program named in this Agreement.

7.2 Where, Canada gives notice of its intention to reduce its funding pursuant to section 7.1, and the Employer is of the opinion that it will be unable to complete the Project in the manner desired by the Employer, the Employer may terminate the Agreement upon not less than fifteen (15) days written notice to Canada.

8.0 OTHER SOURCES OF FUNDING

Sections 8.2 and 8.3 only apply where the contribution is in excess of \$100,000.

[Option 1 - where the funding from Canada is the only source of financial assistance - Cross out if not applicable]

8.1. The Employer declares that the contribution provided under this Agreement is the only financial assistance for the Job(s) it has received or expects to receive from any level of government (federal, provincial, territorial or municipal) or from any other source.

[Option 2 - where there are other sources of financial assistance - Cross out if not applicable]

8.1 The Employer declares that it has received or is entitled to receive the following financial assistance for the Job(s) from other sources:

1. \$ _____ from _____
2. \$ _____ from _____
3. \$ _____ from _____
4. \$ _____ from _____

8.2 The Employer will inform Canada promptly in writing of any additional financial assistance to be received for the Job(s) other than that referred to in section 8.1

8.3 Where the Employer receives any additional financial assistance for the Job(s) other than the financial assistance referred to in section 8.1, Canada may, in its discretion, reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received, or if Canada's contribution has already been paid, require repayment of such amount. Upon receipt of notice to repay under this section, the Employer agrees to repay the amount as a debt due to Canada.

9.0 MANAGEMENT OF PROJECT

9.1 The Employer shall:

- (a) provide the participant(s) with an adequate supervision, learning and work experience;
- (b) ensure that the Job(s) are carried out in a safe environment;
- (c) provide the participant(s) with all the information concerning health and safety standards and regulations regarding their work environment and, if necessary inform them about the safety equipment required to accomplish their tasks;
- (d) remit Mandatory Employment Related Costs on behalf of the participant(s); and
- (e) inform Canada promptly in writing forthwith of any injury suffered by the participant(s) while carrying out the Job(s).

9.2 The management, supervision and control of the Job(s) are the sole and absolute responsibility of the Employer.

9.3 The Employer shall not, without the prior written consent of Canada, alter the nature of the Job(s) that are described in the Application/Agreement.

10.0 COLLECTION AND PROTECTION OF PARTICIPANT INFORMATION

10.1 The Employer shall complete form EMP5397 for each participant and forward it to Canada within seven (7) days following each participant's first day of work.

10.2 Prior to collecting or compiling the information in form EMP5397, the Employer shall:

- (a) inform the Participant that funding for the Project is provided by Canada. Canada needs the information referred in the form EMP5397 to:
 - (i) validate the eligibility of each participant;
 - (ii) measure the results and assess the success of the Project;
- (b) obtain the written consent of each Participant for the collection, uses and disclosure of the information in form EMP5397.

10.3 All Participant information referred to in section 10.1 collected or compiled by the Employer shall be treated as confidential and the Employer shall take all security measures reasonably necessary for the protection of any unauthorized release or disclosure, including those set out in any instructions issued by Canada.

10.4 During the course of this Agreement and for a period of six years thereafter, the Employer shall not release or disclose information referred to in section 10.1 about a Participant to any other person or body for any purpose unless the Participant consents to the release or disclosure or unless the person or body is authorized by law to require the Employer to provide information to the person or body.

10.5 Representatives of Canada shall be entitled to verify the Employer's premises at all reasonable times to ensure compliance with the information security requirements of section 10.3.

10.6 Upon expiry of a period of six years after the Project Period, the Employer shall destroy the information referred to in section 10.1 in accordance with instructions issued by Canada.

11.0 ACCESS TO INFORMATION AND PROACTIVE DISCLOSURE

11.1 The Employer acknowledges that Canada is subject to the *Access to Information Act [R.S.C., 1985, c. A-1]*, and information obtained by Canada pertaining to this Agreement may be disclosed by Canada to the public upon request under the aforementioned act.

11.2 The Employer acknowledges that the name of the Employer, the amount of Canada's funding and the general nature of the project may be made publicly available by Canada in accordance with the Government of Canada's commitment to proactively disclose the awarding of grants and contributions.

12.0 EMPLOYER DECLARATIONS

12.1 The Employer declares, represents, attests and warrants that:

- (a) no participant will displace or replace existing employees or volunteers, employees that have been laid-off and are awaiting recall, employees absent due to an industrial dispute, employees on vacation, or employees on maternity or paternity leave;
- (b) except where the participant is a person with disabilities or has legitimate barriers to availability, participant(s) will work a minimum of 30 hours per week for a period of six to sixteen weeks. The hours of work will not exceed 40 hours per week;
- (c) no other contribution will be received or claimed for the same portion of a Job and for the same period unless such contribution is provided pursuant to an agreement between the Government of Canada and a Provincial/Territorial government, or with the approval of Canada;
- (d) the Organization "Employer" and any person lobbying on its behalf is in compliance with the *Lobbying Act, [R.S.C., 1985, c. 44 (4th Supp.)]* and that no commissions or contingency fees have or will be paid directly or indirectly to any person for negotiating or securing this request for funding;
- (e) that it has provided Canada with a true and accurate list of all amounts owing to the federal government which are past due and in default or arrears as of the time of the Employer's application for funding. The Employer recognizes that any such amounts owing to the federal government may be deducted from, or set-off against, amounts payable to it under this Agreement.
- (f) the Job(s) will not provide personal services to Employer;
- (g) the Job(s) would not be created without the financial assistance provided under this Agreement; and
- (h) an employer/employee relationship will be established with the participants.
- (i) both the job and the organization's core mandate respect individual human rights in Canada, including the values underlying the *Canadian Charter of Rights and Freedoms* as well as other rights. These include reproductive rights and the right to be free from discrimination on the basis of sex, religion, race, national or ethnic origin, colour, mental or physical disability or sexual orientation, or gender identity or expression.

13.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

13.1 The management and supervision of the Project are the sole and absolute responsibility of the Employer. The Employer is not in any way authorized to make a promise, agreement or contract on behalf of Canada. This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. Canada's responsibility is limited to providing financial assistance to the Employer towards the Eligible Expenditures. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, an employer-employee, or agency relationship between them. The Employer shall not represent itself as an agent, employee or partner of Canada.

13.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount". Canada shall not be liable for any loan, capital lease or other long-term obligation which the Employer may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Employer toward another party in relation to the Project.

14.0 INDEMNIFICATION

14.1 The Employer shall, both during and following the funding Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Employer or its employees or agents in connection with anything purported to be or required to be provided by or done by the Employer pursuant to this Agreement or done otherwise in connection with the implementation of the Project. It is understood that Canada cannot claim compensation under this section in case of accident, loss or damage caused by him or his employees.

15.0 CONFLICT OF INTEREST

15.1 No current or former public servant or public office holder to whom the *Conflict of Interest Act* [S.C. 2006, c. 9, s. 2], the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* applies shall derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.

15.2 No member of the Senate or the House of Commons shall be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

16.0 NEPOTISM

16.1 No cost incurred by the Employer in relation to a participant who is a member of the Immediate Family of the Employer or, if the Employer, who is a member of the Immediate Family of an officer or a director of the Employer, is eligible for reimbursement under the Agreement unless Canada is satisfied, and agrees in writing before the commencement of the Job, that the hiring of the participant was not the result of favouritism by reason of membership in the Immediate Family of the Employer, officer or director, as the case may be.

16.2 For purposes of section 16.1, "Immediate Family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse or common-law partner, child (including child of common-law partner), step-child, ward, father-in-law, mother-in-law, or any relative permanently residing with the Employer, officer or director, as the case may be.

16.3 For the purpose of section 16.2, "Common-law partner" means a person who is cohabiting with the Employer, officer or director, as the case may be, in a conjugal relationship, having so cohabited with the Employer, officer or director, for a period of at least one year.

17.0 FINANCIAL RECORDS AND AUDIT REQUIREMENTS

17.1 The Employer shall keep proper books of account and records, in accordance with generally accepted business and accounting practices, of the financial management of this Agreement. The books of account and records shall include all invoices, receipts and vouchers relating to the expenditures incurred and revenues made in relation to this Agreement, including funding for the Job(s) received from other sources.

17.2 During the course of this Agreement and for a period of six years thereafter, the Employer shall make the books of accounts and records available at all reasonable times for inspection and audit by representatives of Canada to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Employer under this Agreement. The Employer shall permit representatives of Canada to take copies and extracts from such books and records and shall furnish them with such additional information as they may require with reference to them.

18.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

18.1 If, during the Funding Period or within a period of six years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under subsection 7.1(1) of the *Auditor General Act* [R.S.C., 1985, c. A-17], requests that the Employer provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Employer shall provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

19.0 EVALUATION

19.1 The Employer agrees to cooperate with Canada in the conduct of any evaluation of the Project and/or the Program named in this Agreement that Canada may carry out during the Funding Period or within a period of three years thereafter. Without limiting the generality of the foregoing, if requested by Canada to do so for the purpose of conducting an evaluation, the Employer agrees to:

- (a) participate in any survey, interview, case study or other data collection exercise initiated by Canada; and
- (b) subject to section 19.2 provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Employer.

19.2 The Employer shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in section 19.1 only if the person has given their written consent to the release of the information to Canada. The Employer agrees to make all reasonable efforts to secure such consent during the Funding Period. When providing a person's contact information to Canada, the Employer shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

20.0 DISPOSITION OF ASSETS

20.1 The Employer shall preserve any assets acquired with the contribution and use them for the purposes of carrying out the Job(s) outlined in the Application/Agreement, unless Canada authorizes their disposition.

20.2 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by Canada, any assets referred to in section 20.1 costing \$1,000 (before taxes) or more that have been preserved by the Employer shall be:

- (a) sold at a fair market value and that the funds realized from such sale be applied to the eligible costs under this Agreement to offset Canada's contribution;
- (b) turned over to another person or organization designated or approved by Canada; or
- (c) disposed of in such other manner as may be determined by Canada.

21.0 TERMINATION OF AGREEMENT

Termination for Default

21.1 (1) The following constitute Events of Default:

- (a) the Employer becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Employer;
- (b) the Employer ceases to operate;
- (c) the Employer is in breach of the performance of, or compliance with, any provision of this Agreement;
- (d) the Employer, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada;
- (e) the Employer has changed the tasks and responsibilities of the participant(s), as described on the Application/Agreement, without Canada's prior approval; or
- (f) the Employer is in breach of the attestation.

(2) If:

- (a) an Event of Default specified in paragraphs (1)(a), (b) or (f) occurs, or
- (b) an Event of Default specified in paragraph (1)(c), (d) or (e) occurs and has not been remedied within fifteen (15) days of receipt by the Employer of written notice of default or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period, Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Employer.
- (3) In the event Canada gives the Employer written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Employer to remedy the Event of Default.
- (4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for Convenience

21.2 Canada may also terminate this Agreement at any time without cause upon not less than fifteen (15) days written notice of intention to terminate.

Obligations Relating to Termination and Minimizing Cancellation Costs

21.3 In the event of a termination notice being given by Canada

- (a) the Employer shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and
- (b) all eligible costs incurred by the Employer up to the date of termination will be paid by Canada, including the Employer's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Employer and the same are reasonable and properly attributable to the termination of the Agreement.

21.4 The Employer shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Employer to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Employer shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 21 in the event of a termination of this Agreement.

22.0 INTEREST EARNED ON ADVANCES OF THE CONTRIBUTION

22.1 Any interest earned on advances of Canada's contribution shall be accounted for by the Employer. Such interest shall be deemed to be part payment of the contribution and shall be used or applied to offset Canada's contribution in respect of the eligible costs under this Agreement.

23.0 REPAYMENTS REQUIREMENTS

23.1 Upon expiry or termination of this Agreement, if earlier, the Employer shall immediately repay to Canada any amount by which the contribution paid to the Employer, together with any interest earned thereon, exceeds the amount to which the Employer is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the Employer is not entitled include

- (a) the amount of any unspent advance payments of the contribution in the hands of the Employer;
- (b) amounts paid in error or in excess of the amount of costs actually incurred; and
- (c) amounts paid in respect of costs which are determined by Canada to be ineligible.

Such amounts are debts due to Canada.

23.2 Interest shall be charged on overdue debts in accordance with the *Interest and Administrative Charges Regulations* made pursuant to Canada's *Financial Administration Act*.

24.0 REPORTS AND MONITORING OF PROJECT

24.1 The Employer shall provide Canada with such reports concerning the progress of the participants and particulars of the participants as may be requested by Canada. The progress reports shall be in such form and contain such information as may be specified by Canada.

24.2 The Employer shall, upon request, permit representatives of Canada to have access to the site or sites where the Job(s) are carried out to monitor such Job(s).

25.0 ACCESS TO INFORMATION

25.1 Subject to the *Access to Information Act* [R.S.C. 1985, c. A-1], all information pertaining to this Agreement is public information and may be disclosed to third parties upon request under the Act.

26.0 INSURANCE

26.1 The Employer shall ensure that it has Workers' Compensation coverage or similar insurance, in accordance with provincial/territorial regulations, in place for the participants for the duration of their Job(s) pursuant to this Agreement.

27.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

27.1 The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. The parties will collaborate for the first public announcement of the project, including all communication, event or ceremony used to promote the project. The time, place and agenda for such communication activities must be appropriate for Canada.

27.2 To enable Canada's participation in any subsequent communications activities about the project; the recipient will inform Canada no later than twenty (20) calendar days preceding such communication activities.

27.3 The Recipient shall ensure that in all communication activities, publications, advertising (including on social media or websites) include the recognition of Canada's - financial assistance to the project - in a form satisfactory to Canada.

28.0 COMPLIANCE WITH LAWS

28.1 The Employer shall carry out the Project in compliance with all applicable laws, by-laws and regulations, including labour regulations in the province or territory where the employment is located; any environmental legislation; and, any legislation regarding protection of information and privacy. The Employer shall obtain, prior to the commencement of the Project, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Project.

29.0 AMENDMENT

29.1 This Agreement may be amended by mutual consent of the parties. To be valid, any amendment to this Agreement shall be in writing and signed by both parties.

30.0 NON-ASSIGNMENT OF AGREEMENT

30.1 The Employer shall not assign this Agreement or any part thereof without the prior written consent of Canada.

31.0 WARRANTY OF AUTHORITY

31.1 The Employer warrants that its representative(s) identified in this Application/Agreement has (have) the authority to enter into an agreement on its behalf and agrees to provide Canada with such evidence of that authorization as Canada may reasonably require.