



Project Number

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 a representative of the Organization that is applying for funding.

Privacy Notice Statement

The information you provide is collected under the authority of the *Department of Employment and Social Development Act*. Refusal to provide information will result in your application not being considered for funding. The information will be used to determine your eligibility for Canada Summer Jobs, its administration and for subsequent evaluation and accountability purposes, and to support the administration or enforcement of other programs in Employment and Social Development Canada, including Service Canada and the Labour Program. The information you provide may also be used for policy analysis and/or research purposes. In order to conduct these activities, various sources of information under the custody and control of the Department may be linked.

Should your application be deemed eligible, the information you provide will be shared with your respective Member of Parliament to ensure local priorities are considered. It will also be used to notify employers whose Canada Summer Jobs funding applications have been approved. The Department and your Member or Parliament may use the information to help promote the program. In accordance with the *Privacy Act* and *Department of Employment and Social Development Act*, information on funded applicants will be disclosed.

In the event that the application contains personal information, the personal information will be administered in accordance with the *Privacy Act* and other applicable laws. You have the right to the protection of, and access to, your personal information. It will be retained in [Personal Information bank ESDC PPU 706](#). Instructions in obtaining this information are outlined in the government publication available online, entitled Info Source. Info Source may also be accessed on-line at any Service Canada Centre.

The application is also subject to the *Access to Information Act* ("ATIA"). The ATIA provides every person with a right of access to information under the control of the Department, subject to a limited set of exemptions.

PART A - EMPLOYER INFORMATION			
Please enter Organizational information.			
1. Canada Revenue Agency Business Number		2. Legal Name of your Organization	
3. Operating (Common) Name (if different from legal name) (This will be posted publicly)		4. Telephone Number (This will be posted publicly)	
5. Organization Email Address (This will be posted publicly)			
6.a) Name of Employer Representative and Title		6.b) Telephone Number of Employer Representative	
7. Email Address of Employer Representative		8. Preferred Language of Communication: Spoken: English French Written: English French	
9. Year the Organization was Established	10. Describe your organization's activities		
11. Number of Full-Time Employees Working in Canadian locations of your Organization	12. Mailing Address of Organization		Postal Code
13. Address of the Location of the Proposed Activities (if different from Box 12) Please explain why.			Postal Code
14. 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 including postal codes. If NO , please submit a separate application form for each constituency.			
15. 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. If yes, and if the Canada Summer Jobs contribution requested is less than \$100,000, go to question 16.			
16. Does your organization owe any amount to the Government of Canada? (taxes, penalties, overpayments, etc.) 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 (if known)	17. Is a payment plan in place?
A.			Yes No
B.			Yes No
C.			Yes No
D.			Yes No

PART B - (1) JOB DETAILS
(Please see the list of eligible and ineligible job activities in the Applicant Guide before completing this section of the application)

18. JOB TITLE 1 (This will be posted publicly):	Hourly Wage Rate:
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Tasks and Responsibilities (Please refer to Section 15 of the Articles of Agreement for a list of ineligible activities)

Language required for job: English French Other: _____	National Occupation Classification: Please refer to the Applicant Guide for details on how to identify the National Occupation Classification for the proposed job.
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Please describe the nature of your supervision plan. (Mandatory)

On-site supervision Remotely Other _____

Provide details of the plan, such as who will supervise and the nature and frequency of supervision. (Mandatory)

Please describe the nature of your mentoring plan. (Mandatory)

One-on-one mentoring Team mentoring Job shadowing Job coaching Other _____

Provide details of the plan, such as who will provide mentoring, how the youth will be matched with a mentor, and how the mentor will help the youth develop relevant skills. (Mandatory)

What skills will the participant develop during this placement? Please describe how. (Mandatory)

Client service		Digital skills	
Teamwork		Leadership	
Communication		Other	

Describe your Health and Safety Practices in the work environment. (Mandatory)
 Please describe how these practices relate to the work environment and the proposed job activities.

Provide Information of the Workplace Hazardous Materials Information System		Demonstrating work environment safety	
Listing work environment hazards		Providing a safe, inclusive, and healthy work environment free of harassment and discrimination (e.g. hiring practices, policies, guidelines)	
Providing necessary certifications		Other	

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

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

Does your organization intend to retain the youth as an employee following the end of the Canada Summer Jobs agreement?

Yes No If **YES**, please describe

National Priorities		
Does this job support a national priority? Yes No		
If YES , indicate which national priority and describe how: (Please refer to the Applicant Guide for more details on each National Policy)		
Organizations which provide services to youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market.		Recent immigrant youth and recent refugee youth Youth who have not previously been employed and for whom this would be their first job experience Indigenous Youth with Disabilities Youth who have not completed high school Visible minorities LGBTQ2 youth Women in STEM
Organizations which express an intent to hire youth who self-identify as being part of the groups which are underrepresented or have additional barriers to the labour market		Recent immigrant youth and recent refugee youth Youth who have not previously been employed and for whom this would be their first job experience Indigenous Youth with Disabilities Youth who have not completed high school Visible minorities LGBTQ2 youth Women in STEM
Opportunities for youth to gain work experience related to the skilled trades		
Opportunities for youth in rural areas and remote communities		
Opportunities for youth in Official Language Minority Communities		
Small businesses, in recognition of their contribution to the creation of jobs		
Organizations which deliver supports or services to seniors		
Local Priorities		
Does this job support your Member of parliament's local priorities? Yes No (Please refer to the Applicant Guide for Local Priorities information)		
If YES , indicate which local priority or priorities and describe how:		

PART B - (2) PARTICIPANT DETAILS
Preferred Level of Education of the Participant:
Secondary
Post-secondary
No preference (including non-students, recent graduates, etc.)

PART C - EMPLOYER TYPE
(Please see the list of eligible and ineligible employers in the Applicant Guide before completing this section of the application)

19. Organization Type

Private Sector	Not-For-Profit Sector	Public Sector
Financial Institution	Indigenous not-for-profit organization	Public community college or vocational school
Business, incorporated or unincorporated body	Association of workers or employers, as well as professional and industrial organizations	Public health
Indian Band corporation	Community, charitable or voluntary organization	Public degree-granting college
Private Band Council	Non-governmental organization	Public degree-granting university
Private university or college		Municipal government or agency
		School boards and elementary and secondary institutions

Ineligible employers include Members of the House of Commons and the Senate, Federal Government Departments and Agencies, Provincial and Territorial Departments and Agencies, and organizations that engage in partisan political.

20. 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	other
to official languages minority communities	

PART D - FUNDING REQUESTED

CALCULATION OF EMPLOYER'S TOTAL COST INCLUDING CONTRIBUTION REQUESTED

21. (a) Job Title	(b) Number of Participants Requested	(c) Anticipated Start Date (YYYY/MM/DD)	(d) Number of Weeks Requested	(e) Number of Hours per Week Requested	Wages		Not-for-profit Organizations only	(i) Total** contribution requested	(j) Total employer contribution (Wage and MERCs if applicable)
					(f) Hourly Wage to be Paid to the participant	(g) Hourly Wage Requested	(h) MERCs* requested (if applicable)		
TOTAL		N/A	N/A	N/A	N/A	N/A			

*MERCs = Mandatory Employment Related Costs **Calculation: [(bxdxexg)+h]

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

Do you want to be informed about future Canada Summer Jobs Calls for Proposals processes? Yes No

Can Service Canada contact regarding other Calls for Proposals from the Department? 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 and agrees to return the Payment Claim from (EMP5398) no longer than 30 days after the job is complete. 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 youth between the ages of 15 and 30 years. 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 youths.

Attestation

On behalf of my organization I attest that:

- I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
- I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and the organization;
- The job would not be created without the financial assistance provided under a potential contribution agreement;
- Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada.

I attest

22. Name of the Organization's Representative (refer to Section 34 of the attached Canada Summer Jobs Articles of Agreement prior to signature)	25. 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
23. Position Title	26. Position Title
24. Date (YYYY/MM/DD)	27. 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 the Organization" 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 program, a component of the Youth Employment Strategy, under which financial assistance may be provided to Employers to encourage these Employers to hire youth 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 the job activities and related information described in Part B - Job Details 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 premiums, Canada or Quebec Pension Plan contributions, vacation pay, Workers' Compensation Premiums or equivalent liability insurance (if applicable), Health Services Fund, Quebec Parental Insurance premiums, Commission des normes, de l'équité, de la santé et de la sécurité du travail in Quebec, Health and Post-Secondary Education Tax in Newfoundland and Labrador, Health and Post-secondary Education Levy in Manitoba, and Employer Health Tax where applicable;

"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) is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the *Immigration and Refugee Protection Act**; and
- (c) is legally entitled to work according to the relevant provincial / territorial legislation and regulations.

*International student are not eligible. Recent immigrants are eligible if they are Canadian Citizen or permanent residents.

"Project" means the hiring, administration of, and job activities, and organization's activities as described in the Application/Agreement;

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) Upon validation of the Employer's business number, and 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) following the receipt of a cash flow forecast, 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 OF CONTRIBUTION

7.1 Canada may, upon not less than fifteen (15) days' notice, reduce its contribution under this 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 - if 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 - if 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) be solely and absolutely responsible for the hiring, management, supervision and control of the job(s);
- (b) provide the Participant(s) with an adequate supervision, mentoring, skills acquisition, learning and work experience;
- (c) ensure that the Job(s) are carried out in a safe, inclusive and healthy environment;
- (d) provide the Participant(s) with all the information concerning health and safety standards and regulations regarding their work environment and, if necessary provide training, information and safety equipment required to accomplish their tasks;
- (e) inform Canada promptly in writing forthwith of any injury suffered by the Participant(s) while carrying out the Job(s), and
- (f) remit Mandatory Employment Related Costs on behalf of the Participant(s).

9.2 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. Funding shall only be used for the Project as approved and not for any activities outlined in section 15.1.

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 Participants will also be asked to complete a survey to report on their experience with the Canada Summer Jobs program.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

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.

11.3 In accordance with the *Privacy Act* and Department of *Employment and Social Development Act*, information on funded applicants will be disclosed.

12.0 EMPLOYER ATTESTATION

12.1 The Employer attests that:

- I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
- I have all the necessary authorities, permissions and approvals to submit this application on behalf of myself and my organization;
- The job would not be created without the financial assistance provided under a potential contribution agreement;
- Any funding under the Canada Summer Jobs program will not be used to undermine or restrict the exercise of rights legally protected in Canada.

13.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

13.1 The employer declares, represents 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) an employer/employee relationship will be established with the Participants.
- (g) the Declaration made in the application continues to be true and accurate and will remain true and accurate throughout the duration of this Agreement.

14.0 INELIGIBLE EMPLOYERS

14.1 The Employer represents, declares and warrants that the project will not be delivered by:

- Members of the House of Commons and the Senate
- Federal Government Departments and Agencies
- Provincial and Territorial Departments and Agencies
- Organizations that engage in partisan political activities

15.0 INELIGIBLE PROJECTS AND JOB ACTIVITIES

15.1 The employer represents, declares and warrants that the project will not consist of:

- Projects consisting of activities that take place outside of Canada;
- Activities that contribute to the provision of a personal service to the employer;
- Partisan political activities;
- Fundraising activities to cover salary costs for the youth Participant; or
- Projects or job activities that:
 - restrict access to programs or, services, or employment, or otherwise discriminate, contrary to applicable laws, on the basis of prohibited grounds, including sex, genetic characteristics, religion, race, national or ethnic origin, colour, mental or physical disability, sexual orientation, or gender identity or expression;
 - advocate intolerance, discrimination and/or prejudice; or
 - actively work to undermine or restrict a woman's access to sexual and reproductive health services.

16.0 RELATIONSHIP BETWEEN THE PARTIES AND NON-LIABILITY OF CANADA

16.1 The hiring, management, supervision and control 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.

16.2 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.

17.0 INDEMNIFICATION

17.1 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.

18.0 CONFLICT OF INTEREST

18.1 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.

18.2 No member of the Senate or the House of Commons or member of their immediate family 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.

19.0 NEPOTISM

19.1 No cost incurred by the Employer in relation to a Participant who is a member of the Immediate Family of the Employer or who is a member of the Immediate Family of an officer or director of the Employer, is eligible for reimbursement under the Agreement. If 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, the costs may be eligible for reimbursement.

19.2 For purposes of section 18.2 and 19.1, "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 one permanently residing with the Employer, officer or director, as the case may be.

19.3 For the purpose of section 19.2, "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.

20.0 FINANCIAL RECORDS AND AUDIT REQUIREMENTS

20.1 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.

20.2 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.

20.3 In the event that financial irregularities are discovered, Canada may verify information with the Canada Revenue Agency.

21.0 INQUIRY BY THE AUDITOR GENERAL OF CANADA

21.1 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.

22.0 EVALUATION

22.1 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 22.2 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.

This includes a mandatory survey that will be administered at the end of the program year. The Employer agrees to complete this questionnaire and submit to Canada as part of the final reporting process.

22.2 The Employer shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in section 22.1 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.

23.0 DISPOSITION OF ASSETS

23.1 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.

23.2 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 23.1 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.

24.0 TERMINATION OF AGREEMENT

Termination for Default

24.1 (1) The following constitute Events of Default:

- (a) the Employer becomes bankrupt;
- (b) the Employer 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;
- (c) the Employer ceases to operate;
- (d) the Employer is in breach of, or non-compliant with, any provision of this Agreement;
- (e) 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;
- (f) the Employer has changed the tasks and responsibilities of the Participant(s), as described on the Application/Agreement, without Canada's prior approval; or
- (g) the Employer is in breach of the provisions of Sections 12, 13, 14 or 15.

(2) If:

- (a) an Event of Default specified in paragraphs (1)(b) (c) or (g) occurs, or
 - (b) an Event of Default specified in paragraph (1)(d), (e) or (f) 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 or revoke any further payment under this Agreement until the end of the period given to the Employer to remedy the Event of Default.
- (4) If an event of Default specified in paragraph 1(d) occurs, the Employer shall have seven (7) days following receipt by the Employer of written notice of default to make written representations to Canada, which will be considered by Canada in its decision as to whether to terminate this Agreement. Further to consideration of the Employer's written representations, or if no written representations are delivered by the Employer within the required deadlines, Canada will make a final determination as to whether to terminate the Agreement and will notify the Employer in writing of said decision. If Canada decides to terminate the Agreement pursuant to paragraph 4, written notice of termination will be provided to the Employer.
- (5) Further to the process set out in paragraph 4, in the event that Canada provides written notice of termination to the Employer, Canada shall no longer have an obligation to make any further financial contributions to the Employer or if no financial contributions have been made to date, Canada will have no obligation to make such a financial contribution to the Employer.
- (6) If this Agreement is terminated for an Event of Default specified in paragraph 1(d), this Event of Default may be taken into consideration by Canada in the assessment of any subsequent applications for funding by the Employer under the Canada Summer Jobs program, or any replacement or successor programs, for the next two years, and any such applications may be rejected by Canada on the basis of this Event of Default.
- (7) If this Agreement is terminated for an Event of Default under this section, the Employer will repay Canada, promptly and by no later than thirty (30) calendar days from the date of Canada's notice of termination, the full amount of the contribution received by the Employer under this Agreement, together with interest calculated in accordance with the federal *Interest and Administrative Charges Regulations*. Any such amount is a debt due to Her Majesty in right of Canada and is recoverable as such.
- (8) 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

24.2 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

24.3 In the event of a termination notice under section 24.2 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.

24.4 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 24 in the event of a termination of this Agreement.

25.0 INTEREST EARNED ON ADVANCES OF THE CONTRIBUTION

25.1 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.

26.0 REPAYMENTS REQUIREMENTS

26.1 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.

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

27.0 REPORTS AND MONITORING OF PROJECT

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

27.2 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).

28.0 ACCESS TO INFORMATION

28.1 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.

29.0 INSURANCE

29.1 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.

30.0 INFORMING CANADIANS OF THE GOVERNMENT OF CANADA'S FUNDING

30.1 The Employer shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project and to inform Participants (youth). 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.

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

30.3 The Employer 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.

31.0 COMPLIANCE WITH LAWS

31.1 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; any accessibility 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.

32.0 AMENDMENT

32.1 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.

33.0 NON-ASSIGNMENT OF AGREEMENT

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

34.0 WARRANTY OF AUTHORITY

34.1 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.