



2012 CANADA SUMMER JOBS APPLICATION / AGREEMENT

- Please enter data or print clearly in blue ink.
- **You must carefully read the Applicant Guide and the attached Articles of Agreement for Canada Summer Jobs before completing this form.**
- You will be required to attest that you have read and understood these documents by signing this Application/Agreement.
- All fields in Parts A and B are mandatory and must be completed by the applicant.

PART A - EMPLOYER INFORMATION																																			
1. Canada Revenue Agency Registration Number		2. Legal Name of Employer																																	
3. Common Name of Employer		4. Telephone No.	5. Fax Number																																
<p>6. Employer Type</p> <table border="0"> <tr> <td style="text-align: center;">Private Sector</td> <td style="text-align: center;">Not-For-Profit Sector</td> <td colspan="2" style="text-align: center;">Public Sector</td> </tr> <tr> <td>Banks</td> <td>Aboriginal not-for-profit groups</td> <td>Not-for-profit Band Councils</td> <td>Municipal governments and agencies</td> </tr> <tr> <td>Businesses, bodies incorporated or unincorporated</td> <td>Associations of workers and/oremployers</td> <td>Provincial/Territorial non-governmental organizations</td> <td>Public Health</td> </tr> <tr> <td>Indian Band corporations (profit basis)</td> <td>Local community, charitable, voluntary organizations</td> <td>Sector councils</td> <td>Provincial government and agencies</td> </tr> <tr> <td>Private Band Councils</td> <td>National non-governmental organizations</td> <td>Unions</td> <td>Public community colleges & vocational schools</td> </tr> <tr> <td>Private universities and colleges</td> <td></td> <td></td> <td>Public degree-granting colleges</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Public degree-granting universities</td> </tr> <tr> <td></td> <td></td> <td></td> <td>Territorial governments</td> </tr> </table>				Private Sector	Not-For-Profit Sector	Public Sector		Banks	Aboriginal not-for-profit groups	Not-for-profit Band Councils	Municipal governments and agencies	Businesses, bodies incorporated or unincorporated	Associations of workers and/oremployers	Provincial/Territorial non-governmental organizations	Public Health	Indian Band corporations (profit basis)	Local community, charitable, voluntary organizations	Sector councils	Provincial government and agencies	Private Band Councils	National non-governmental organizations	Unions	Public community colleges & vocational schools	Private universities and colleges			Public degree-granting colleges				Public degree-granting universities				Territorial governments
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7. Is a union present on the worksite or are you a unionized employer? Yes No If YES, please attach a letter indicating Union concurrence to this application.																																			
8.a) Name of Employer Contact Person		8.b) Telephone Number of Employer Contact Person (if different from Box 4)																																	
9. E-Mail Address		10. Organization has existed since (yyyy/mm/dd)																																	
11. What is the main product or service of your organization?	12. Number of employees in Canada	13. Language Service: English French	Correspondence: English French																																
14. Complete Mailing Address			Postal Code																																
15. Address of proposed activities (if different from Box 14 - The City and the Postal Code are mandatory)			Postal Code																																
Will the proposed activities be held in different locations within the constituency? Yes No If YES, provide all addresses.																																			
16. Do the activities of your organization focus on the provision of services in the local community:																																			
to persons with disabilities		to seniors																																	
to newcomers to Canada		related to environmental protection																																	
to Aboriginal people		related to crime prevention																																	
to members of visible minorities		related to public health and/or safety																																	
to persons who are homeless or street-involved		related to cultural development or historical preservation																																	
to other groups with social or employment barriers including literacy/numeracy		OR																																	
to children / youth		not applicable																																	
17. Are the activities of the project directed at members of an Official Language Minority Community? (English/French) Yes No																																			
18. Other Funding - Have you, as the Employer, applied for or will you apply for other sources of funding for any of the jobs proposed in this application? Yes No If YES, refer to Article 17 (c) of the attached Articles of Agreement. If the Canada Summer Jobs contribution requested is in excess of \$100,000, refer to Articles 11 to 13. In Article 11, cross out and initial the option that is not applicable.																																			
19. Do you owe any amount to the Government of Canada, under legislation or contribution agreement, for which you are currently in default? Yes No If YES, refer to Article 42 of the attached Articles of Agreement and please provide the amounts in default, the nature of the amounts in default and the name of the government department or agency for each of the amounts owed.																																			
Boxes 20(a) and 20(b) are only applicable if you are applying for \$25,000 or more.																																			
20. (a) In the context of this funding application, have you solicited the services of a third party or any individual within your organization that falls within the definition of lobbyists, in accordance with the <i>Lobbying Act</i> ? Refer to Article 20 of the attached Articles of Agreement. Yes No																																			
20. (b) If 20(a) is in the affirmative, is that third party or your organization duly registered in accordance with the <i>Lobbying Act</i> ? Yes No																																			
21.	Workers' Compensation ▶	Account Number	Rate																																
	Liability Insurance (if applicable) ▶	Insurer Name	Policy Number																																

PART B - JOB DETAILS

Please describe, in order of priority, the job(s) you are proposing.

22. JOB TITLE 1:

Wage Rate
per Hour:

Describe work tasks and responsibilities.

Describe how the student will be supervised and by whom. Also describe any mentoring plan.

Describe your plan to ensure that the student is aware of good health and safety practices in the workplace.

From what level of education do you intend to hire a student for this job (Select only one):

Secondary (i.e. high school)

OR

Post-Secondary (Community College, CEGEP, Technical Institute, University)

Is it a career-related work experience? Yes No

Briefly name the field(s) of studies from which you intend to hire a student and describe how the field(s) relate to the job.

Will your organization make special efforts to hire or have you already identified priority student(s)?

If YES, please indicate which priority group.

Student(s) with disabilities

Aboriginal student(s)

Student(s) who is(are) member(s) of a visible minority

OR

Not applicable

If you are intending to hire priority students, briefly describe your plan to recruit the student(s) or indicate if you already have identified priority student(s):

Do the duties of this job support the provision of services in the local community:

to persons with disabilities

to seniors

to newcomers to Canada

related to environmental protection

to Aboriginal people

related to crime prevention

to members of a visible minorities

related to public health and/or safety

to persons who are homeless or street-involved

related to cultural development or historical preservation

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

OR

to children / youth

not applicable

Does the job support a local priority? Yes No

(The Applicant Guide describes how to access local priorities identified for your constituency.)

If YES, please indicate which local priority?

PART B - JOB DETAILS

Please describe, in order of priority, the job(s) you are proposing.

23. JOB TITLE 2:

Wage Rate
per Hour:

Describe work tasks and responsibilities.

Describe how the student will be supervised and by whom. Also describe any mentoring plan.

Describe your plan to ensure that the student is aware of good health and safety practices in the workplace.

From what level of education do you intend to hire a student for this job (Select only one):

Secondary (i.e. high school)

OR

Post-Secondary (Community College, CEGEP, Technical Institute, University)

Is it a career-related work experience? Yes No

Briefly name the field(s) of studies from which you intend to hire a student and describe how the field(s) relate to the job.

Will your organization make special efforts to hire or have you already identified priority student(s)?

If YES, please indicate which priority group.

Student(s) with disabilities

Aboriginal student(s)

Student(s) who is(are) member(s) of a visible minority

OR

Not applicable

If you are intending to hire priority students, briefly describe your plan to recruit the student(s) or indicate if you already have identified priority student(s):

Do the duties of this job support the provision of services in the local community:

to persons with disabilities

to seniors

to newcomers to Canada

related to environmental protection

to Aboriginal people

related to crime prevention

to members of a visible minorities

related to public health and/or safety

to persons who are homeless or street-involved

related to cultural development or historical preservation

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

OR

to children / youth

not applicable

Does the job support a local priority? Yes No

(The Applicant Guide describes how to access local priorities identified for your constituency.)

If YES, please indicate which local priority?

PART B - JOB DETAILS

Please describe, in order of priority, the job(s) you are proposing.

24. JOB TITLE 3:

Wage Rate
per Hour:

Describe work tasks and responsibilities.

Describe how the student will be supervised and by whom. Also describe any mentoring plan.

Describe your plan to ensure that the student is aware of good health and safety practices in the workplace.

From what level of education do you intend to hire a student for this job (Select only one):

Secondary (i.e. high school)

OR

Post-Secondary (Community College, CEGEP, Technical Institute, University)

Is it a career-related work experience? Yes No

Briefly name the field(s) of studies from which you intend to hire a student and describe how the field(s) relate to the job.

Will your organization make special efforts to hire or have you already identified priority student(s)?

If YES, please indicate which priority group.

Student(s) with disabilities

Aboriginal student(s)

Student(s) who is(are) member(s) of a visible minority

OR

Not applicable

If you are intending to hire priority students, briefly describe your plan to recruit the student(s) or indicate if you already have identified priority student(s):

Do the duties of this job support the provision of services in the local community:

to persons with disabilities

to seniors

to newcomers to Canada

related to environmental protection

to Aboriginal people

related to crime prevention

to members of a visible minorities

related to public health and/or safety

to persons who are homeless or street-involved

related to cultural development or historical preservation

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

OR

to children / youth

not applicable

Does the job support a local priority? Yes No

(The Applicant Guide describes how to access local priorities identified for your constituency.)

If YES, please indicate which local priority?

CALCULATION OF EMPLOYER'S TOTAL COST INCLUDING CONTRIBUTION REQUESTED

Refer to the attached Canada Summer Jobs Articles of Agreement and the Applicant Guide

NOTE: Each approved job is intended for one student

25. Job Title	(a) No. of Jobs Requested	(b) Anticipated start date (YYYY/MM/DD)	(c) No. of weeks per job	(d) Hrs. / Week per job	(e) Total Hours (dxe)xb=f	Wages		Not-for-profit applicants only	(j)** TOTAL Overhead Costs	(k) Total Contribution requested from HRSDC (fxh)+(i+j)=k	Total Employer Contribution (Wage and if applicable MERCs)
						(g) Hourly Rate to be paid to student	(h) * HRSDC Hourly rate contribution	(i) ** HRSDC Requested TOTAL MERCs			
TOTAL											

*HRSDC = Human Resources and Skills Development Canada **MERCs = Mandatory Employment Related Costs ***Overhead may be applicable only if hiring a student with a disability

If you are a not-for-profit Employer indicate whether you require an advance should your application be approved. Yes No

By completing and submitting this Canada Summer Jobs Application, the Employer agrees that if the Application is approved by Canada, it will become a legal agreement between Canada and the Employer. Both parties will be bound by the attached Articles of Agreement. The Employer also agrees to provide the jobs as described in this Application with the hourly rates of pay, weekly hours, and numbers of weeks, all as specified in Part C - Official Use - Calculation of Approved Canada Summer Jobs Contribution. Please note that if your application is approved, it may not be for all jobs and/or weeks requested.

I HAVE READ AND UNDERSTOOD THE APPLICANT GUIDE AND THE ATTACHED ARTICLES OF AGREEMENT FOR CANADA SUMMER JOBS AND DECLARE THAT THE JOB(S) WOULD NOT BE CREATED WITHOUT THE FINANCIAL ASSISTANCE PROVIDED UNDER THIS AGREEMENT

26. Signature of Employer (if Employer's Representative, refer to Article 43 of the Articles of Agreement prior to signature)					29. Signature of Employer (where Employer requires two signatures on legal agreements to bind itself)				
Name (Print)					Name (Print)				
Signature					Signature				
27. Title					30. Title				
28. Date (YYYY/MM/DD)					31. Date (YYYY/MM/DD)				

PART C - OFFICIAL USE ONLY - CALCULATION OF APPROVED CANADA SUMMER JOBS CONTRIBUTION
NOTE: EACH APPROVED JOB IS INTENDED FOR ONE STUDENT

32. Job Title	(a) No. of Jobs	(b) Start Date (YYYY/MM/DD)	(c) No. of weeks per job	(d) Hrs./ Week per job	(e) Total Hours (dxe)xb=f	Wages		(i) HRSDC TOTAL MERCs contribution	(j) Overhead costs per job (Student with Disability)	(k) Maximum Total Approved HRSDC Contribution (fxh)+(i+j)=k
						(g) Hourly rate to be paid to student	(h) HRSDC Hourly rate contribution			
TOTAL										

33. Placement taking place between YYYY MM DD And YYYY MM DD

34. Maximum Value of HRSDC Funding	35. Signature on behalf of HRSDC	36. Title	37. Date (yyyy/mm/dd)
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CANADA SUMMER JOBS

ARTICLES OF AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister, Human Resources and Skills Development, (hereinafter referred to as "Canada")

AND

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

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 wishes to make a contribution towards the costs of the Job(s) under the Canada Summer Jobs;

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

AGREEMENT

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

- (a) these Canada Summer Jobs Articles of Agreement;
- (b) the document hereto entitled "Canada Summer Jobs - Application/Agreement";
- (c) the document hereto entitled "Part C - Calculation of Approved Canada Summer Jobs Contribution".

INTERPRETATION

2. In this Agreement,

"Funding Period" means the period set out in Box 33 of "Part C - Calculation of Approved Canada Summer Jobs Contribution" of the application/agreement;

"Job" means a job referred to in Box 32(a) of "Part C - Calculation of Approved Canada Summer Jobs Contribution" of 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 Box 33 of "Part C - Calculation of Approved Canada Summer Jobs Contribution" of the application/agreement 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.

CONTRIBUTION

3. 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 Box 34 of "Part C - Calculation of Approved Canada Summer Jobs Contribution" of the application/agreement.

4. 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.

5. 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.

6. 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.

7. In the event that the hourly wage rate paid by the Employer is less than the hourly wage rate shown in Box 25(g) of the application/agreement, Canada may, in its discretion, reduce the amount of its contribution in respect of those costs by such amount as it considers appropriate.

8. 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 and to the maintenance of current and forecasted funding allocation levels for the initiative named in this Agreement. In the event that Parliament cancels the initiative or reduces the level of funding for the initiative for any fiscal year in which payment is to be made under the Agreement or in the event Parliament reduces the overall level of funding for the programs of the Department of Human Resources and Skills Development for any fiscal year in which payment is to be made under this Agreement, Canada may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year by an amount that it deems advisable.

9. Where, pursuant to section 8, Canada intends to reduce the amount of its contribution under the Agreement, it shall give the Employer not less than 15 days notice of its intention to do so. Where, as a result of reduction in funding, the Employer is unable or unwilling to maintain the Job(s), the Employer may, upon notice to Canada, terminate the Agreement.

TERMS OF PAYMENT

10. (1) Subject to subsection (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 90% 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.

OTHER SOURCES OF FUNDING

Sections 11 to 13 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]

11. 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]

11. 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 _____

12. 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 11.

13. Where the Employer receives any additional financial assistance for the Job(s) other than the financial assistance referred to in section 11, 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.

MANAGEMENT OF PROJECT

14. The Employer shall:

- (a) provide the participant(s) with the necessary 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).

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

16. 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.

REPRESENTATION AND WARRANTY

17. The Employer 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 Job(s) will not provide personal services to Employer;
- (e) the Job(s) will be carried out in accordance with all applicable laws, by-laws and regulations;
- (f) the Job(s) would not be created without the financial assistance provided under this Agreement; and
- (g) an employer/employee relationship will be established with the participants.

NON-LIABILITY OF CANADA

18. Nothing in this Agreement shall be deemed to authorize the Employer to contract for or incur any obligation on behalf of Canada. This Agreement is a contribution agreement only, not a contract for services or a contract of service or employment. Canada's responsibility with respect to this Agreement is limited to providing financial assistance to the Employer towards the eligible costs. The parties hereto declare that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them.
19. Canada shall not be liable for any injury to or loss suffered by the Employer or any of its participants or other employees, officers, agents or contractors, including, without limitation, death or economic loss, caused by or in any way related to the Job(s) or to performance of any of the Employer's obligations under this Agreement.

LOBBYIST'S REGISTRATION AND LOBBYIST'S CONTINGENCY FEES

20. The RECIPIENT declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement and who is required to be registered pursuant to the Lobbying Act R.S. 1985 c. 44 (4th Supplement), as amended from time to time, was registered pursuant to that Act at the time the lobbying occurred.
- (1) The RECIPIENT certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person other than an employee acting in the normal course of the employee's duties.
 - (2) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Agreement shall be subject to the accounts and audit provisions of this Agreement.
 - (3) If the RECIPIENT certifies falsely under this section or is in default of the obligations contained therein, CANADA may either terminate this Agreement under termination or default provisions of this Agreement or recover from the RECIPIENT by way of deduction from the contribution or otherwise the full amount of the contingency fee.
 - (4) For the purposes of this section:

"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining this Agreement or negotiating the whole or any part of its terms;

"employee" means a person with whom the RECIPIENT has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization, an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the Commissioner of Lobbying pursuant to section 5 of the Lobbying Act R.S. 1985 c. 44 (4th Supplement), as amended from time to time.

CONFLICT OF INTEREST

21. No member of the House of Commons, the Senate, a provincial legislature, or a territorial assembly shall be admitted to any share or part of this Agreement or to any benefit to arise there from.
22. It is a term of this Agreement that no individual to whom the post-employment provisions of the *Conflict of Interest Act, S.C. 2006, c. 9, s. 2* or the *Values and Ethics Code for the Public Service* apply shall derive any direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

NEPOTISM

23. (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 is a corporation or an unincorporated association, who is a member of the Immediate Family of an officer or a director of the corporation or unincorporated association, 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.
- (2) For purposes of subsection (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.
- (3) For the purpose of subsection (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.

FINANCIAL RECORDS AND AUDIT REQUIREMENTS

24. (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.
- (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.
25. (1) If requested by Canada at any time during the course of this Agreement to do so, the Employer shall retain the services of a licensed accounting firm approved by Canada to carry out an audit of the books and records related to the Agreement and prepare a report. The audit report shall include the following:
- (a) a certified financial statement providing details of the total actual expenditures made under this Agreement;
 - (b) a statement certifying the total payments of Canada's contribution received by the Employer; and
 - (c) a statement certifying that the contribution payments received and expenditures in respect of which they were paid, were in accordance with the Agreement.

DISPOSITION OF ASSETS

26. (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.
- (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 paragraph (1) costing \$1000 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.

DEFAULT

27. (1) The following constitute Events of Default:
- (a) the Employer becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
 - (b) an order is made or resolution passed for the winding up of the Employer, or the Employer is dissolved;
 - (c) the Employer is in breach of any of its obligations under this Agreement;
 - (d) the Employer, in support of its application for the contribution or in connection with this Agreement, has made materially false or misleading representations or statements, or provided materially false or misleading information to Canada; or
 - (e) the Employer has changed the tasks and responsibilities of the participant(s), as described on the application/agreement, without Canada's prior approval.
- (2) If:
- (a) an Event of Default specified in paragraph (1)(a) or (b) has occurred, or
 - (b) an Event of Default specified in paragraph (1)(c), (d) or (e) has occurred and has not been remedied within 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 termination of the Agreement, 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.
28. 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.

RIGHT OF EARLY TERMINATION OF AGREEMENT BY CANADA

29. (1) Either party may terminate this Agreement at any time without cause, upon not less than 15 days written notice of intention to terminate.
- (2) In the event of a termination notice being given by Canada under this section,
- (a) the Employer shall make no further commitments in relation to this Agreement upon receipt of the notice and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - (b) all eligible costs incurred by the Employer up to the date of termination, not exceeding the maximum amount of Canada's contribution payable under this Agreement, 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 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.
30. The Employer shall negotiate all contracts related to this Agreement, including contracts for service and contracts of service or employment, on terms that will enable the Employer to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of 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 in the event of a termination of the Agreement.

INTEREST EARNED ON ADVANCES OF THE CONTRIBUTION

31. 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.

PAYMENT REQUIREMENTS

32. (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.

- (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*.

REPORTS AND MONITORING OF PROJECT

33. 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.
34. 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 and inspect such Job(s).

ACCESS TO INFORMATION

35. 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.

INDEMNIFICATION BY EMPLOYER

36. The Employer shall, both during and following the expiry or termination of this Agreement, indemnify and save Canada, its employees and agents, 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 willful or negligent act, omission or delay on the part of the Employer or its participants and other employees, contractors or agents in connection with anything purported to be or required to be provided by or done by the Employer pursuant to this Agreement.

INSURANCE

37. 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.

PUBLIC ACKNOWLEDGEMENT OF CANADA'S CONTRIBUTION

38. (1) The Employer shall ensure that in any and all communication activities, publications, advertising and press releases referring to the Job(s), there is included an appropriate acknowledgement, in terms satisfactory to Canada, of Canada's contribution. The Employer shall notify Canada in advance of any and all such communication activities, publications, advertising and press releases.
- (2) The Employer agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.
- (3) The Employer shall cooperate with representatives of Canada during any official ceremonies relating to the promotion of the Job(s). Canada may set the time, place and agenda of the ceremony.

ENVIRONMENTAL PROTECTION

39. The Employer shall:
- (a) ensure that all environmental measures relating to the Job(s) that are established by competent authorities are respected;
 - (b) upon request of Canada, produce any certificates, licences, and other authorizations required, in respect of the measures relating to the environment, for carrying out the Job(s); and
 - (c) maintain and implement any and all environmental protection measures prescribed by Canada for minimizing harm to the environment, if any.

AMENDMENT

40. This Agreement may be amended only by written agreement between the parties. No amendment of any of the terms or provisions of the Agreement is valid unless it is in writing.

NON-ASSIGNMENT OF AGREEMENT

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

DECLARATION REGARDING OUTSTANDING AMOUNTS OWED TO THE GOVERNMENT

42. The Employer declares 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.

WARRANTY OF AUTHORITY

43. 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.