



309 Administration Building
Winnipeg, Manitoba
Canada R3T 2N2
Fax 204-474-7505

UNIVERSITY
OF MANITOBA | Human Resources

December 2, 2013

TO: Dean, Directors, and Department Heads - **Please circulate as widely as possible**
FROM: Jan Spak, Director, HR Services 
SUBJECT: **Canada Summer Jobs 2014**

The Federal Government's **Canada Summer Jobs program** for summer employment/experience is now accepting applications. Information on the program is available at:

<http://www.servicecanada.gc.ca/eng/epb/yi/yep/programs/scpp.shtml>

Application forms are now available online at:

<http://www.servicecanada.gc.ca/eng/epb/yi/yep/programs/scpp.shtml>

If you require assistance in recruiting students, you can contact Student Employment Services, 474 University Centre.

PROCEDURES FOR SUBMISSION - The Federal Government now accepts the signatures of Department Heads or Grantees as the final signatures required on the forms. Once completed, printable forms **from both Fort Garry and Bannatyne Campuses** can be sent directly to Winnipeg Centre Service Canada Centre P.O. Box 8850, Winnipeg, MB, R3C 3E6. If applying online, the online application process makes applying quick and easy. An electronic confirmation number of successful receipt will be generated once the online application is submitted.

DEADLINE FOR SUBMISSION - Applications must be received by Winnipeg Centre Service Canada Centre **on or before January 31, 2014**. Once completed and submitted, this Canada Summer Jobs application, please contact Ms. Dawn Jeffrey, Government Relations Associate, Office of Government and Community Engagement, at 204-474-8633 or by email: Dawn.Jeffrey@umanitoba.ca to help steward applications through the government approval process.

INQUIRIES - You will be assigned a Winnipeg Centre Service Canada Centre contact when your application is received. If you have questions regarding your application, please contact your Service Canada Centre or call 1-800-935-5555.

GENERAL INFORMATION ON COMPLETING THE APPLICATION - See the information attached to this letter.

STUDENT STATUS

Students enrolled in the current academic session in a full-time program of study are excluded from the AESES Bargaining Unit and may be paid any rate of pay equal to or greater than the minimum wage of \$10.45 (as of October 1, 2013) per hour plus 6% vacation pay. Part-time students are not eligible for assistance under this program. Service Canada has stated that support under this program is limited to Canadian citizens and permanent residents.

GENERAL INFORMATION - The information below is necessary for completion of your application:

Note: The questions in the online application are in a slightly different order, but the same information is required:

Box #	Insert the Following Information/Other Instructions
Box 1	UM Registration Number is 119260669 RP 0002
Boxes 2-3	The University of Manitoba
Boxes 4 - 5	Telephone and Fax
Box 6	Employer Type
Box 7	Yes (letter already mailed out to a Winnipeg Centre Service Canada)
Boxes 8-9	Name and Telephone number and E-mail Address
Box 10	February, 1877
Box 11	Education and research
Box 12	8,000 employees
Box 13	Language
Boxes 14 - 15	Please complete
Box 16	Under the activities of your organization focus – choose 1-4 and 6-8
Box 17	Please complete
Box 18	If Yes, refer to Articles 11 and 17 (c) of the attached Articles of Agreement
Box 19	If Yes, submit your project description
Box 20	Please complete
Box 21	<ul style="list-style-type: none"> → WCB Account Number is 1536234 → WCB Rate is 27¢ per \$100.00 or 0.27% → Other Disability Insurance - n/a
Boxes 22-25	Please complete
Box 26	Signatures
Box 27	Please complete

SIGNATURE BY THE DEPARTMENT - Please note that the space for signature of the employer should be signed by the department.

SUCCESSFUL APPLICATIONS - For every successful application, the appropriate government agency will forward to the employer (applicant) an approval letter. The student may then be appointed on an operating or

research account. The funding cheque will be sent to the attention of the employer, and must be forwarded to Budget and Grant Accounting Services for deposit. *(Please do not remove the cheque stub before forwarding.)*

For more Information:

Call 1-800-935-5555 (TTY: 1-800-926-9105) or **Visit** your local Service Canada Centre.

In order to be eligible for reimbursement, students must be paid as employees.

FUNDING FROM GOVERNMENT PROGRAMS (i.e. Canada Summer Jobs 2014)

Please be advised that program regulations only allow you to receive funding from one program for each position. If you receive approval from both programs for the same position, please inform one of the agencies that you are declining funding.

SUBMISSION AND DEADLINE - Application forms should be submitted **directly** to the Winnipeg Centre Service Canada Centre, as mentioned above, **on or before January 31, 2014.**

This is a reminder that our obligations under the agreement continue after the Federal Government approves any applications for funding. Kindly ensure that all requisite paperwork and other communications with Winnipeg Centre Service Canada Centre are handled in a timely fashion. This is an administrative duty incumbent upon us to ensure future funding. Thank you for your cooperation.

cc Gregory Juliano, Acting Associate Vice-President (Human Resources)
UM HR Consultants



ASSOCIATION OF EMPLOYEES SUPPORTING EDUCATION SERVICES

103 - 900 Harrow Street East • Winnipeg, MB R3M 3Y7
Phone: (204) 949-5200 • Fax: (204) 949-5215 • E-mail: aeses@aeses.ca • Web site: www.aeses.ca

*CIT REGISTRATION #
1192 60669 RT 0002*

January 13, 2014

Service Canada
Canada Summer Jobs 2014
Winnipeg South West
Westwood Centre
3338 Portage Avenue
Winnipeg, MB R3K 0Z1

Dear Service Canada:

Re: Union Agreement - University of Manitoba - Canada Summer Jobs

AESES has no objection to the hiring of full time students in the Summer Work Program 2014

Sincerely,

A handwritten signature in black ink, appearing to read "John W. Urkevich", is written over the typed name.

John W. Urkevich
Business Agent

cc: G. Strom



309 Administration Building
Winnipeg, Manitoba
Canada R3T 2N2
Fax 204-474-7505

UNIVERSITY
OF MANITOBA

Human Resources

December 2, 2013

Service Canada
Canada Summer Jobs 2014
Winnipeg South West
Westwood Centre
3338 Portage Avenue
Winnipeg, MB R3K 0Z1

Dear Service Canada:

RE: Union Agreement - University of Manitoba - Canada Summer Jobs

Please distribute this letter among your staff as needed.

Question seven of the Canada Summer Jobs Application/Agreement asks if a union is present on the worksite, and asks for a letter indicating union concurrence to the application.

Please be advised that the University of Manitoba has eight unions on campus. In collective agreements covering employees doing the types of work applied for under this program, we have agreement with all the relevant unions that full-time students are excluded from the collective agreement.

Therefore although we are a unionized employer, we do not require letters from unions agreeing with the application for support for student employment.

I trust that this letter will meet the requirements for this information.

Sincerely,

Jan Spak
Director, HR Services



Project Number

2014 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. Common Name		4. Telephone Number	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><input type="checkbox"/> Bank</td> <td><input type="checkbox"/> Aboriginal not-for-profit group</td> <td><input type="checkbox"/> Not-for-profit Band Council</td> <td><input type="checkbox"/> Municipal government or agency</td> </tr> <tr> <td><input type="checkbox"/> Business, incorporated or unincorporated body</td> <td><input type="checkbox"/> Association of workers or employers</td> <td><input type="checkbox"/> Provincial or territorial non-governmental organization</td> <td><input type="checkbox"/> Public health</td> </tr> <tr> <td><input type="checkbox"/> Indian Band corporation</td> <td><input type="checkbox"/> Local community, charitable, voluntary organization</td> <td><input type="checkbox"/> Sector council</td> <td><input type="checkbox"/> Provincial government or agency</td> </tr> <tr> <td><input type="checkbox"/> Private Band Council</td> <td><input type="checkbox"/> National non-governmental organization</td> <td><input type="checkbox"/> Union</td> <td><input type="checkbox"/> Public community college or vocational school</td> </tr> <tr> <td><input type="checkbox"/> Private university or college</td> <td></td> <td></td> <td><input type="checkbox"/> Public degree-granting college</td> </tr> <tr> <td></td> <td></td> <td></td> <td><input type="checkbox"/> Public degree-granting university</td> </tr> <tr> <td></td> <td></td> <td></td> <td><input type="checkbox"/> Territorial government</td> </tr> </table>				Private Sector	Not-For-Profit Sector	Public Sector		<input type="checkbox"/> Bank	<input type="checkbox"/> Aboriginal not-for-profit group	<input type="checkbox"/> Not-for-profit Band Council	<input type="checkbox"/> Municipal government or agency	<input type="checkbox"/> Business, incorporated or unincorporated body	<input type="checkbox"/> Association of workers or employers	<input type="checkbox"/> Provincial or territorial non-governmental organization	<input type="checkbox"/> Public health	<input type="checkbox"/> Indian Band corporation	<input type="checkbox"/> Local community, charitable, voluntary organization	<input type="checkbox"/> Sector council	<input type="checkbox"/> Provincial government or agency	<input type="checkbox"/> Private Band Council	<input type="checkbox"/> National non-governmental organization	<input type="checkbox"/> Union	<input type="checkbox"/> Public community college or vocational school	<input type="checkbox"/> Private university or college			<input type="checkbox"/> Public degree-granting college				<input type="checkbox"/> Public degree-granting university				<input type="checkbox"/> Territorial government
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			<input type="checkbox"/> Territorial government																																
7. Is there a collective agreement at your workplace or do you have unionized employees? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, attach the union concurrence to this application.																																			
8.a) Name of Employer Contact Person		8.b) Telephone Number of Employer Contact Person																																	
9. Email Address of Employer Contact Person		10. Date the Organization was Created (yyyy/mm/dd)																																	
11. Mandate and Main Activities of the Organization?	12. Number of Full-Time Employees Working in Canada	13. Language Service: <input type="checkbox"/> English <input type="checkbox"/> French Correspondence: <input type="checkbox"/> English <input type="checkbox"/> French																																	
14. Mailing Address			Postal Code																																
15. Address of the Location of the Proposed Activities (if different from Box 14 - Postal Code is mandatory)			Postal Code																																
Will the proposed activities be held in different locations within the same constituency? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, provide all addresses.																																			
16. The activities of your organization focus on the provision of services in the local community:																																			
<input type="checkbox"/> to persons with disabilities	<input type="checkbox"/> to seniors																																		
<input type="checkbox"/> to newcomers to Canada	<input type="checkbox"/> related to environmental protection																																		
<input type="checkbox"/> to Aboriginal peoples	<input type="checkbox"/> related to crime prevention																																		
<input type="checkbox"/> to members of a visible minority	<input type="checkbox"/> related to public health or safety																																		
<input type="checkbox"/> to persons who are homeless or street-involved	<input type="checkbox"/> related to cultural development or historical preservation																																		
<input type="checkbox"/> to other groups with social or employment barriers including literacy and numeracy	OR																																		
<input type="checkbox"/> to children or youth	<input type="checkbox"/> not applicable																																		
17. Are the proposed activities directed at members of an Official Language Minority Community? <input type="checkbox"/> Yes <input type="checkbox"/> No																																			
18. Have you applied or will you apply for other sources of funding for the job requested? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, refer to Article 17(c) of the attached Canada Summer Jobs 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 the legislation or a contribution agreement, for which you are currently in default? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, refer to Article 44 of the attached Canada Summer Jobs Articles of Agreement and provide a document stating the nature of the debt and the arrangements you have made for repayment.																																			
20. (a) 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 Lobbying Act? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, refer to Article 20 of the attached Canada Summer Jobs Articles of Agreement.																																			
20. (b) If 20(a) is in the affirmative, is the third party or your organization duly registered in accordance with the Lobbying Act? <input type="checkbox"/> Yes <input type="checkbox"/> No																																			
21. Workers' Compensation (if applicable)	Account Number	Rate																																	
	Liability Insurance (if applicable)	Insurer Name	Policy Number																																

PART B - JOB DETAILS

Describe, in order of priority, the jobs you are proposing.

22. JOB TITLE 1:

Hourly
Wage Rate:

Tasks and Responsibilities

Supervision and Mentoring Plan

Health and Safety Practices in the Workplace

Desired Level of Education of the Student (select only one):

Secondary

OR

Post-Secondary (community college, CEGEP, technical institute, university)

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

Name the field of academic studies and demonstrate how the field relates to the job

Will your organization make special efforts to hire a priority student? If YES, indicate which priority group

Student with disabilities

Aboriginal student

Student who is member of a visible minority

OR

Not applicable

Recruitment plan to hire the priority student or indicate if you have already identified a priority student

The tasks and responsibilities 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 peoples

related to crime prevention

to members of a visible minority

related to public health 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 and numeracy

OR

to children or youth

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 you are proposing.

23. JOB TITLE 2:

Hourly
Wage Rate:

Tasks and Responsibilities

Supervision and Mentoring Plan

Health and Safety Practices in the Workplace

Desired Level of Education of the Student (select only one):

Secondary

OR

Post-Secondary (community college, CEGEP, technical institute, university)

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

Name the field of academic studies and demonstrate how the field relates to the job

Will your organization make special efforts to hire a priority student? If YES, indicate which priority group.

Student with disabilities

Aboriginal student

Student who is a member of a visible minority

OR

Not applicable

Recruitment plan to hire the priority student or indicate if you have already identified a priority student

The tasks and responsibilities 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 peoples

related to crime prevention

to members of a visible minority

related to public health 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 and numeracy

OR

to children or youth

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 you are proposing.

24. JOB TITLE 3:

Hourly
Wage Rate:

Tasks and Responsibilities

Supervision and Mentoring Plan

Health and Safety Practices in the Workplace

Desired Level of Education of the Student (select only one):

Secondary

OR

Post-Secondary (community college, CEGEP, technical institute, university)

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

Name the field of academic studies and demonstrate how the field relates to the job

Will your organization make special efforts to hire a priority student? If YES, indicate which priority group.

Student with disabilities

Aboriginal student

Student who is a member of a visible minority

OR

Not applicable

Recruitment plan to hire the priority student or indicate if you have already identified a priority student

The tasks and responsibilities 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 peoples

related to crime prevention

to members of a visible minority

related to public health 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 and numeracy

OR

to children or youth

not applicable

Does this job support a local priority? Yes No

If YES, please indicate which local priority

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")

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 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 "Calculation of Approved Canada Summer Jobs Contribution" document.

INTERPRETATION

2. In this Agreement,

"Funding Period" means the period set out in Box 34 of the "Calculation of Approved Canada Summer Jobs Contribution" document;

"Job" means a job referred to in Box 33(a) of the "Calculation of Approved Canada Summer Jobs Contribution" 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 Box 34 of the "Calculation of Approved Canada Summer Jobs Contribution" 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.

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 35 of the "Calculation of Approved Canada Summer Jobs Contribution" document.

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 26(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 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 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 Employer 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 Employer 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 Employer certifies falsely under this section or is in default of the obligations contained therein, Canada may either terminate this Agreement under termination for default provisions of this Agreement or recover from the Employer 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 Employer 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 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.
22. 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.

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 paragraph (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 paragraph (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.

INQUIRY BY THE AUDITOR GENERAL OF CANADA

25. 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.

EVALUATION

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

DISPOSITION OF ASSETS

27. (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 (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.

TERMINATION OF AGREEMENT

Termination for Default

28. (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; 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.
- (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

29. 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 under section 8 or 29 and Minimizing Cancellation Costs

30. In the event of a termination notice being given by Canada under section 8 or 29,
- (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.
31. 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 30 in the event of a termination of this Agreement.

INTEREST EARNED ON ADVANCES OF THE CONTRIBUTION

32. 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

33. (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

34. 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.
35. 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

36. 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

37. 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

38. 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

39. (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

40. 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.

COMPLIANCE WITH LAWS

41. The Employer shall carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation. 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.

AMENDMENT

42. 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

43. 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

44. 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

45. 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.