

Canada Summer Jobs (CSJ) - Articles of Agreement

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Articles of Agreement

Articles of agreement between

Her Majesty the Queen in Right of Canada, as represented by the Minister of Employment and Social Development
(hereinafter referred to as "Canada")

And

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

Hereinafter collectively referred to as "the Parties"

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

Whereas the Employer proposes to hire Participant(s) for the Job(s) listed in the "Canada Summer Jobs Application"; and

Whereas Canada has agreed to make a contribution towards the costs of the job(s) under Canada Summer Jobs;

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

1.0 Agreement

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

1. the document hereto entitled "Canada Summer Jobs - Application/Agreement";
2. the document hereto entitled "Calculation of Approved Canada Summer Jobs Contribution Amount".

2.0 Interpretation

2.1 In this Agreement,

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

"Job" means the job activities and related information described in Part B – Job Details in the Application/Agreement form;

"Mandatory Employment Related Costs" means payments that the Employer is required by law to make in respect of Participants including, but not restricted to, those required for Employment Insurance premiums, Canada or Quebec Pension Plan contributions, vacation pay, Workers' Compensation Premiums or equivalent liability insurance (if applicable), Health Services Fund, Quebec Parental Insurance premiums, Commission des normes, de l'équité, de la santé et de la sécurité du travail in Quebec, Health and Post-Secondary Education Tax in Newfoundland and Labrador, Health and Post-secondary Education Levy in Manitoba, and Employer Health Tax where applicable;

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

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

1. is between 15 and 30 years of age (inclusive) at the start of employment;
2. is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the *Immigration and Refugee Protection Act**; and
3. is legally entitled to work according to the relevant provincial / territorial legislation and regulations.

*International students are not eligible. Recent immigrants are eligible if they are Canadian Citizens or permanent residents.

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

Words imparting the singular include the plural and vice versa.

3.0 Effective date and duration

3.1 This Agreement shall come into effect on the signature date specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount" and, subject to section

3.2, shall expire when Canada issues the final payment unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

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

4.0 Canada's contribution

4.1 Subject to the terms and conditions of this Agreement, Canada will make a contribution to the Employer towards the costs incurred by the Employer as a result of the provision of the Job(s) to the Participant(s) of an amount not exceeding the amount indicated in the "Calculation of Approved Canada Summer Jobs Contribution Amount" document. Not-for-profit employers are eligible to receive funding for up to 100% of the provincial or territorial minimum hourly wage. Public and private sector employers are eligible to receive funding for up to 50% of the provincial or territorial minimum hourly wage.

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

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

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

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

5.0 Appropriation

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

6.0 Terms of payment

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

(2) Payment of Canada's contribution may be made as follows:

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

1. an initial advance payment not exceeding 75% of the estimated total contribution payable under the Agreement; and
2. 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

1. following the receipt of a cash flow forecast, an initial advance payment not exceeding 50% of the estimated total contribution payable under the Agreement; and
2. 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

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

7.0 Reduction of contribution

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

1. The level of funding for the Program named in this Agreement for fiscal year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision, or
2. Parliament reduces the appropriation of funds for contributions under the Program named in this Agreement.

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

8.0 Other sources of funding

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

[Option 1 - where the funding from Canada is the only source of financial assistance -if applicable]

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

[Option 2 - where there are other sources of financial assistance - if applicable]

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

1. \$ [insert dollar amount of financial assistance] from [insert the name of the source]
2. \$ [insert dollar amount of financial assistance] from [insert the name of the source]
3. \$ [insert dollar amount of financial assistance] from [insert the name of the source]
4. \$ [insert dollar amount of financial assistance] from [insert the name of the source]

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

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

9.0 Management of project

9.1 The Employer shall:

1. be solely and absolutely responsible for the hiring, management, supervision and control of the Job(s);
2. provide the Participant(s) with an adequate supervision, mentoring, skills acquisition, learning and work experience;
3. ensure that the Job(s) are carried out in a safe, inclusive and healthy environment;
4. provide the Participant(s) with all the information concerning health and safety standards and regulations regarding their work environment and, if necessary provide training, information and safety equipment required to accomplish their tasks;
5. inform Canada promptly in writing forthwith of any injury suffered by the Participant(s) while carrying out the Job(s); and
6. remit Mandatory Employment Related Costs on behalf of the Participant(s).

9.2 The Employer shall not, without the prior written consent of Canada, alter the nature of the Job(s) that are described in the Application/Agreement. Funding shall only be used for the Project as approved and not for any activities outlined in section 15.1.

10.0 Collection and protection of participant information

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

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

1. inform the Participant that funding for the Project is provided by Canada. Canada needs the information referred in the form EMP5397 to:
 0. validate the eligibility of each Participant;
 1. measure the results and assess the success of the Project;
2. obtain the written consent of each Participant for the collection, uses and disclosure of the information in form EMP5397.

10.3 Participants will also be encouraged to complete a questionnaire to report on their experience with the Canada Summer Jobs program.

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

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

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

10.7 Representatives of Canada shall be entitled to verify the Employer's premises at all reasonable times to ensure compliance with the information security requirements of section 10.4.

11.0 Access to information and proactive disclosure

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

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

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

12.0 Employer attestation

12.1 The Employer attests that:

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

13.0 Employer declaration

13.1 The employer declares, represents and warrants that:

1. 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 parental leave;
2. 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;
3. 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;
4. the Organization "Employer" and any person lobbying on its behalf is in compliance with the *Lobbying Act*, [R.S.C., 1985, c. 44 (4th Supp.)] and that no commissions or contingency fees have or will be paid directly or indirectly to any person for negotiating or securing this request for funding;
5. 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;
6. an employer/employee relationship will be established with the Participants;

7. the Declaration made in the application continues to be true and accurate and will remain true and accurate throughout the duration of this Agreement.

14.0 Ineligible employers

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

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

15.0 Ineligible projects and job activities

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

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

16.0 Relationship between the parties and non-liability of Canada

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

16.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period, or that exceeds the maximum contribution specified in the document "Calculation of Approved Canada Summer

Jobs Contribution Amount". Canada shall not be liable for any loan, capital lease or other long-term obligation which the Employer may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Employer toward another party in relation to the Project.

17.0 Indemnification

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

18.0 Conflict of interest

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

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

19.0 Nepotism

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

19.2 For purposes of section 18.2 and 19.1, "Immediate Family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse or common-law partner, child, step-child (including child of common-law partner), ward, father-in-law, mother-in-law, or any one permanently residing with the Employer, officer or director, as the case may be.

19.3 For the purpose of section 19.2, "Common-law partner" means a person who is cohabiting with the Employer, officer or director, as the case may be, in a conjugal relationship, having so cohabited with the Employer, officer or director, for a period of at least one year.

20.0 Financial records and audit requirements

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

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

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

21.0 Inquiry by the Auditor General of Canada

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

22.0 Evaluation

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

1. participate in any questionnaire, interview, case study or other data collection exercise initiated by Canada; and
2. subject to section 22.2 provide Canada with contact information of the Project partner organizations, if any, who participated in the Project, and of the members of the board of directors of the Employer.

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

22.2 The Employer shall provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in section 22.1 only if the person has given their written consent to the release of the information to Canada. The Employer agrees to make all reasonable efforts to secure such consent during the Funding Period. When providing a person's contact information to Canada, the Employer shall provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

23.0 Disposition of assets

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

23.2 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by Canada, any assets referred to in section 23.1 costing \$1,000 (before taxes) or more that have been preserved by the Employer shall be:

1. 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;
2. turned over to another person or organization designated or approved by Canada; or
3. disposed of in such other manner as may be determined by Canada.

24.0 Termination of agreement

Termination for Default

24.1 (1) The following constitute Events of Default:

1. the Employer becomes bankrupt;
2. the Employer has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Employer;
3. the Employer ceases to operate;
4. the Employer is in breach of, or non-compliant with, any provision of this Agreement;
5. 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;
6. the Employer has changed the tasks and responsibilities of the Participant(s), as described on the Application/Agreement, without Canada's prior approval; or
7. the Employer is in breach of the provisions of Sections 12, 13, 14, or 15.

(2) If:

1. an Event of Default specified in paragraphs (1)(b) (c) or (g) occurs, or
2. an Event of Default specified in paragraph (1)(d), (e) or (f) occurs and has not been remedied within fifteen (15) days of receipt by the Employer of written notice of default or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period, Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Employer.

(3) In the event Canada gives the Employer written notice of default pursuant to paragraph (2)(b), Canada may suspend or revoke any further payment under this Agreement until the end of the period given to the Employer to remedy the Event of Default.

(4) If an event of Default specified in paragraph 1(d) occurs, the Employer shall have seven (7) days following receipt by the Employer of written notice of default to make written representations to Canada, which will be considered by Canada in its decision as to whether to terminate this Agreement. Further to consideration of the Employer's written representations, or if no written representations are delivered by the Employer within the required deadlines, Canada will make a final determination as to whether to terminate the Agreement and will notify the Employer in writing of said decision. If Canada decides to terminate the Agreement pursuant to paragraph 4, written notice of termination will be provided to the Employer.

(5) Further to the process set out in paragraph 4, in the event that Canada provides written notice of termination to the Employer, Canada shall no longer have an obligation to make any further financial contributions to the Employer or if no financial contributions have been made to date, Canada will have no obligation to make such a financial contribution to the Employer.

(6) If this Agreement is terminated for an Event of Default specified in paragraph 1(d), this Event of Default will be taken into consideration by Canada in the assessment of any subsequent applications for funding by the Employer under the Canada Summer Jobs program, or any replacement or successor programs, for the next two years, and any such applications may be rejected by Canada on the basis of this Event of Default.

(7) If this Agreement is terminated for an Event of Default under this section, the Employer will repay Canada, promptly and by no later than thirty (30) calendar days from the date of Canada's notice of termination, the full amount of the contribution received by the Employer under this Agreement, together with interest calculated in accordance with the federal *Interest and Administrative Charges Regulations*. Any such amount is a debt due to Her Majesty in right of Canada and is recoverable as such.

(8) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Termination for convenience

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

Obligations relating to termination and minimizing cancellation costs

24.3 In the event of a termination notice under section 24.2 being given by Canada:

1. 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
2. all eligible costs incurred by the Employer up to the date of termination will be paid by Canada, including the Employer's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the Agreement; provided always that payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of Canada that the costs mentioned herein were actually incurred by the Employer and the same are reasonable and properly attributable to the termination of the Agreement.

24.4 The Employer shall negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Employer to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Employer shall cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 24 in the event of a termination of this Agreement.

25.0 Interest earned on advances of the contribution

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

26.0 Repayments Requirements

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

1. the amount of any unspent advance payments of the contribution remaining with the Employer;
2. amounts paid in error or in excess of the amount of costs actually incurred; and
3. amounts paid in respect of costs which are determined by Canada to be ineligible.

Such amounts are debts due to Canada.

26.2 Interest shall be charged on overdue debts in accordance with the *Interest and Administrative Charges Regulations* made pursuant to Canada's *Financial Administration Act*. Interest is calculated and compounded monthly at the "average bank rate", within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

27.0 Reports and monitoring of project

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

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

28.0 Insurance

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

29.0 Informing Canadians of the government of Canada's funding

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

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

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

30.0 Notices

30.1 Any notices to be given and all reports, information, correspondence and other documents to be provided by either party under this Agreement shall be given or provided by personal delivery, mail at the postal address or courier service or by email address, as the case may be, of the receiving party. If there is any change to the postal address, email address or contact person of a party, the party concerned shall notify the other in writing of the change as soon as possible.

30.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been received upon delivery, or if sent by mail five (5) working days after the date of mailing, or in the case of notices and documents sent by email, one (1) working day after they are sent.

31.0 Compliance with laws

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

32.0 Severability

32.1 If any provision of this Agreement is held void or unenforceable by a court or tribunal of competent jurisdiction, the remainder of this Agreement shall be unaffected and each remaining provision of this Agreement shall be valid and be enforceable to the fullest extent permissible by law.

33.0 Waiver

33.1 Failure by any Party to exercise any of its rights, powers, or remedies under this Agreement or its delay to do so does not constitute a waiver of those rights, powers, or remedies. Any waiver by either Party of any of its rights, powers, or remedies under this Agreement must be in writing; and, such a waiver does not constitute a continuing waiver unless it is so explicitly stated.

34.0 Amendment

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

35.0 Non-assignment of agreement

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

36.0 Warranty of authority

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