



File Number:
Amendment Number:
Program Type:

YOUTH EMPLOYMENT STRATEGY PROJECTS

Articles of Agreement

BETWEEN:

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

AND:

(hereinafter referred to as the "**Contribution Recipient**")

Whereas Canada conducts the Youth Employment Strategy under which financial assistance may be provided to support projects designed to assist youth in preparing for, obtaining and maintaining employment, and in making a successful transition into the labour market, thereby resulting in increased employment;

Whereas the Contribution Recipient has requested funding to carry out the project proposal described in Schedule A to this Agreement;

Whereas the proposed project qualifies for support under the Youth Employment Strategy program indicated above;

And Whereas Canada has agreed to provide financial assistance towards the costs of the project on the terms and conditions set out herein;

Now, therefore, Canada and the Contribution Recipient agree as follows:

AGREEMENT

1. The following documents and any amendments thereto form the Agreement between Canada and the Contribution Recipient
 - a) these Articles of Agreement;
 - b) the document attached hereto as Schedule A and entitled "Project Description";
 - c) the document attached hereto as Schedule B and entitled "Eligible Costs of the Project";
 - d) the document attached hereto as Schedule C and entitled "Terms of Payment";
 - e) the document attached hereto as Schedule D and entitled "Information Requirements"; and
 - f) the document attached hereto as Schedule E and entitled "Additional Provisions".

INTERPRETATION

2. Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:
 - a) "Contribution" means monies which may be payable by Canada to the Contribution Recipient pursuant to this Agreement;
 - b) "Eligible Costs" means the costs described in Schedule B, incurred by the Contribution Recipient in carrying out the Project and which are in compliance with the conditions set out in these Articles of Agreement and Schedule B;
 - c) "Third Party" means an individual or organization, other than the Contribution Recipient, that provides work experience and/or skills acquisition to a Participant through either work experiences in or outside Canada, community services opportunities or skills acquisition activities;
 - d) "Fiscal Year" means the period beginning on April 1 in one calendar year and ending March 31 in the next calendar year;
 - e) "Funding Period" means the period commencing on the _____ and ending on the _____ ;
 - f) "Participant" means an individual who is provided with work experience and/or skills training as part of the Project under this Agreement and who is
 - between 15 and 30 years of age (inclusive) at the time of the selection;
 - out of school;
 - a Canadian citizen, or a permanent resident or protected person within the meaning of the Immigration and Refugee Protection Act;
 - legally entitled to work in Canada; and
 - legally entitled to work according to the relevant provincial/territorial legislation and regulations.
 - g) "Project" means the activities and the expected results or outcomes of those activities described in Schedule A.

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CONTRIBUTION

3. (1) Subject to the terms and conditions of this Agreement, Canada agrees to make a Contribution to the Contribution Recipient of an amount equal to the lesser of

- (a) _____ percent of the Eligible Costs of the Project, and
- (b) \$ _____

[Subsection (2) applies only where the Funding Period covers two or more fiscal years and where, for budget planning purposes, it is desired to limit the maximum amount of the Contribution payable in each Fiscal Year to a specified amount. Delete if not applicable]

(2) Canada shall have no obligation to pay any amount on account of the Contribution exceeding

- (a) in fiscal year _____ \$ _____
- (b) in fiscal year _____ \$ _____
- (c) in fiscal year _____ \$ _____
- (d) in fiscal year _____ \$ _____

- 4. 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 program named in this Agreement. In the event that Canada's Treasury Board cancels the program or reduces the level of funding for the program for any Fiscal Year in which payment is to be made under the Agreement, Canada may terminate the Agreement in accordance with section 32 or reduce the amount of its Contribution payable under the Agreement in that Fiscal Year.
- 5. Where pursuant to section 4 Canada intends to reduce the amount of its Contribution under the Agreement, it shall give the Contribution Recipient not less than one (1) month notice of its intention to do so. Where, as a result of reduction in funding, the Contribution Recipient is unable or unwilling to complete the Project, the Contribution Recipient may, upon notice to Canada, terminate the Agreement.

CONDITIONS GOVERNING ELIGIBLE COSTS

- 6. Costs are Eligible Costs only if they are, in the opinion of Canada,
 - (a) directly related to Project activities, and
 - (b) reasonable.
- 7. Equipment purchase costs exceeding \$1,000 require the prior written authorization of Canada.
- 8. Costs of all goods and services acquired by the Contribution Recipient from businesses that are, in the opinion of Canada, related, associated or affiliated with the Contribution Recipient shall be valued at the cost to the supplying entity. The Eligible Costs of these acquisitions shall not include any mark up for profit and shall not exceed fair market value. The Contribution Recipient shall ensure that Canada has access to the relevant records of the supplying entity for the purpose of verifying the amount of the cost claimed by the Contribution Recipient and Canada is not obliged to consider the eligibility of any such cost unless access to such records is provided, if requested.
- 9. Only those costs with respect to which the Contribution Recipient has incurred an obligation during the Funding Period and received goods and services by the end of the Funding Period are Eligible Costs. No costs incurred prior to or following the Funding Period are Eligible Costs.
- 10. The portion of the cost of any goods and services purchased by the Contribution Recipient for which the Contribution Recipient may claim a GST/HST input tax credit or rebate is excluded from Eligible Costs and not eligible for reimbursement under this Agreement. The Contribution Recipient shall, as far as reasonable and practical, take advantage of any GST/HST rebates or input tax credits that may be available to the Contribution Recipient.

The Contribution Recipient shall not request the payment of any charge or fee from the participants for their participation in the project.

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OTHER SOURCES OF PROJECT FUNDING

[Option 1 - where the total value of the Contribution is in excess of \$100,000 and the Contribution Recipient does not receive or expect to receive funding from other sources. Delete if not applicable]

- 11. The Contribution Recipient declares that the Contribution provided under this Agreement is the only financial assistance for the Project it has received or expects to receive from any level of government (federal, provincial or municipal) or from any other source.

[Option 2 - where the total value of the Contribution is in excess of \$100,000 and the Contribution Recipient receives or expects to receive funding from other sources. Delete if not applicable]

- 11. The Contribution Recipient declares that it has received or is entitled to receive the following financial assistance for the Project from other sources:

- (a) \$ _____ type _____
- (b) \$ _____ type _____
- (c) \$ _____ type _____
- (d) \$ _____ type _____
- (e) \$ _____ type _____

- 12. The Contribution Recipient agrees to inform Canada promptly in writing of any change to the assistance to be received for the Project other than that referred to in section 11.

- 13. (1) Where the Contribution Recipient receives any additional financial assistance referred to in section 12, Canada may, in its discretion,

- (a) reduce its Contribution by such amount as it considers appropriate, up to the amount of the additional assistance received, or
- (b) if Canada's Contribution has already been paid, require repayment of such portion of the Contribution as it considers appropriate, up to the lesser of the amount of the additional assistance received and the amount of Canada's Contribution.

(2) Upon receipt of notice to repay an amount under paragraph (1)(b), the Contribution Recipient agrees to repay the amount as a debt due to Canada.

- 14. At the end of the Funding Period, the Contribution Recipient shall provide Canada with a statement signed by a delegated official of the Contribution Recipient, certifying the amounts of financial assistance for the Project actually received from other sources.

MANAGEMENT OF PROJECT

- 15. The Contribution Recipient shall carry out the Project in a diligent and professional and business-like manner using qualified personnel.
- 16. The Contribution Recipient shall ensure that Participants are provided 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.
- 17. The Contribution Recipient shall not, without the prior written consent of Canada, alter the scope or timing of the Project or permit or cause any material change to the Project.
- 18. The management, supervision and control of the Project are the sole and absolute responsibility of the Contribution Recipient. The Contribution Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada. The Contribution Recipient shall be solely responsible for any and all payments and deductions required by law to be made including those required for Canada Pension Plan, Quebec Pension Plan, employment insurance, workers' compensation and income tax.
- 19. The Contribution Recipient shall disclose to Canada without delay any fact or event that the Contribution Recipient is aware of from time to time which may compromise the Contribution Recipient's chances of success in carrying out the Project either immediately or in the long term.

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REPRESENTATION AND WARRANTY

- 20. (1) The Contribution Recipient represents and warrants that all statements made to Canada in connection with its application for funding are true and all relevant facts have been disclosed.
- (2) The Contribution Recipient further represents and warrants, and it is a condition of this Agreement, that no Participant or administrative staff has been hired/recruited to fill a position left vacant due to an industrial dispute at the Contribution Recipient's premises, to fill the position of a worker that has been laid-off and is awaiting recall, or to displace another worker employed by the Contribution Recipient.
- (3) In addition to any other remedy provided for under this Agreement, if a representation and warranty referred to in subsection (2) is not true and accurate, Canada may require the Contribution Recipient to forthwith repay as a debt owing to Canada the amount of the Contribution paid towards the wage/allowance cost and employment related costs of Participants and the administrative staff in respect of whom the untrue and inaccurate representation and warranty was given.

NON-LIABILITY OF CANADA

- 21. This Agreement is a contribution agreement only, not a contract for services or a contract of service or employment. Canada's responsibilities with respect to the operation of the Project are limited to providing financial assistance to the Contribution Recipient towards the Eligible Costs of the Project. The parties hereto agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between them.
- 22. Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Funding Period and Canada shall have no responsibility for any costs of the Project incurred before or after the Funding Period or that exceed the maximum Contribution payable under the Agreement. Canada shall not be liable for any loan, capital lease or other long term obligation entered into by the Contribution Recipient in relation to the Project. Canada shall not be liable for any obligation incurred by the Contribution Recipient towards third parties in relation to the Project.
- 23. Canada shall not be liable for any injury to or loss suffered by the Contribution Recipient or any employee, officer, agent or contractor of the Contribution Recipient, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the Project or to performance of any of its obligations relating thereto under this Agreement.

LOBBYIST'S REGISTRATION AND LOBBYIST'S CONTINGENCY FEES

- 24. The Contribution 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 Lobbyists Registration Act R.S.C. 1985 c. 44 (4th Supplement), as amended from time to time, was registered pursuant to that Act at the time the lobbying occurred.
- 25. (1) The Contribution 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 negotiation of the Agreement shall be subject to the accounts and audit provisions of this Agreement.
- (3) If the Contribution Recipient 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 Contribution Recipient by way of deduction from the Contribution or otherwise the full amount of the contingency fee.
- (4) For the purposes of this section,
 - "employee" means a person with whom the Contribution Recipient has an employer/employee relationship;
 - "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;
 - "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 registrar pursuant to section 5 of the Lobbyists Registration Act R.S.C. 1985 c. 44 (4th Supplement), as amended from time to time.

CONFLICT OF INTEREST

- 26. 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 therefrom.
- 27. The Contribution Recipient agrees that no individual, for whom the post-employment provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.

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NEPOTISM

28. (1) No cost incurred in relation to any Participant or administrative staff who is a member of the immediate family of the Contribution Recipient, or, if the Contribution Recipient is a corporation or unincorporated association, who is a member of the immediate family of an officer or a director of the Contribution Recipient, is eligible for reimbursement unless Canada is satisfied and acknowledges in writing that the recruitment of the Participant or the hiring of the administrative staff was not the result of favouritism by reason of membership in the immediate family of the Contribution Recipient or officer or director of the Contribution Recipient, as the case may be.
- (2) For the purpose 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 Contribution Recipient, or, if the Contribution Recipient is a corporation or unincorporated association, with an officer or a director of the Contribution Recipient.
- (3) For the purpose of subsection (2), "common-law partner" means a person who is cohabiting with the Contribution Recipient or, if the Contribution Recipient is a corporation or unincorporated association, with an officer or a director of the Contribution recipient in a conjugal relationship, having so cohabited for a period of at least one year.

FINANCIAL RECORDS AND RIGHT OF CANADA TO AUDIT OR REQUEST AN AUDIT

29. (1) The Contribution Recipient shall keep proper books of accounts and records, in accordance with generally accepted business and accounting practices, of the financial management of the Project. The books of accounts and records shall include all invoices, receipts and vouchers relating to Project expenditures and revenues, including funding for Project costs received from other sources. The books of accounts and records shall also include the following information in respect of each Participant: the name of the Participant and the amount of financial assistance, if any, received by the Participant from the Contribution Recipient from funds provided under this Agreement.
- (2) During the Funding Period and for a period of six years thereafter, the Contribution Recipient 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 Project expenditures and costs claimed by the Contribution Recipient as Eligible Costs. The Contribution Recipient shall permit Canada's representatives to take copies and extracts from such books and records and shall furnish Canada with such additional information as it may require with reference to such books and records.

[Option 1 - where the total value of the Contribution is less than \$350,000. Delete if not applicable]

- (3) Whenever Canada deems it necessary and so requests the Contribution Recipient in writing, the Contribution Recipient shall retain the services of a duly qualified accountant approved by Canada to carry out an audit of the books and records relating to the Project. The audit report shall certify:
- (a) the total actual expenditures of the Eligible Costs to date.
 - (b) the total payments of the Contribution to date, including the amount of interest that has accrued on any advances of the Contribution,
 - (c) that all expenditures, except as noted in the report, were in accordance with this Agreement.
- (4) Costs incurred by the Contribution Recipient in retaining the services of a duly qualified accountant under subsection (3) are eligible for reimbursement by Canada as Eligible Costs under this Agreement.

[Option 2 - where the total value of the Contribution is \$350,000 or more and the Funding Period is nine months or less. Delete if not applicable]

- (3) No later than 90 days following the end of the Funding Period, the Contribution Recipient shall provide to Canada an audit report prepared in accordance with generally accepting auditing standards by an independent public accounting firm licensed under provincial/territorial law. The report shall contain
- (a) a financial statement setting out:
 - (i) the expenditures for the Project;
 - (ii) revenues from all sources for the Project, including the contribution received under this Agreement and any interest that has accrued on any advances of the contribution, GST/HST refunds or rebates and funding received from any other government or private sector source;
 - (iii) the amount of any unexpended advances of the contribution; and
 - (b) an opinion as to:
 - (i) whether the financial information referred to in paragraph (a) is presented fairly in accordance with the basis of accounting;
 - (ii) whether the Project expenses claimed by the Contribution Recipient were eligible for reimbursement in accordance with the terms and conditions of this Agreement. Any claimed costs, which in the opinion of the auditor, are not supported by adequate documentation or are ineligible, shall be noted in the opinion;
 - (iii) whether the Contribution Recipient's internal financial management procedures and controls are adequate and in compliance with the terms and conditions of this Agreement. Any weaknesses or instances of non-compliance with the Agreement shall be identified in the opinion.
- (4) Costs incurred by the Contribution Recipient in retaining the services of a duly qualified accounting firm are eligible for reimbursement by Canada as Eligible Costs under this Agreement. The audit cost is an Eligible Cost notwithstanding that it is incurred outside the Funding Period.

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(5) The Contribution Recipient agrees that Canada may discuss the audit report with the Contribution Recipient's auditors and have access to, inspect and make copies of, the auditor's working papers prepared in relation to the report. The Contribution Recipient agrees to execute such directions, consents, and other authorizations as may be required in order to permit its auditors to discuss the report with representatives of Canada and to provide any requested information to them in relation to the audit.

[Option 3 - where the total value of the Contribution is \$350,000 or more and the Funding Period is more than nine months but less than two years. Delete if not applicable]

(3) No later than 30 days following the first half of the Funding Period, the Contribution Recipient shall provide to Canada an interim audit report prepared in accordance with generally accepting auditing standards by an independent public accounting firm licensed under provincial/territorial law. The interim audit report shall contain:

(a) a financial statement setting out:

- (i) the expenditures for the Project during the first half of the Funding Period;
- (ii) revenues from all sources for the Project received during the first half of the Funding Period, including the contribution received under this Agreement and any interest that has accrued on any advances of the contribution, GST/HST refunds or rebates and funding received from any other government or private sector source;
- (iii) the amount of any unexpended advances of the contribution; and

(b) an opinion as to:

- (i) whether the financial information referred to in paragraph (a) is presented fairly in accordance with the basis of accounting;
- (ii) whether the Project expenses claimed by the Contribution Recipient were eligible for reimbursement in accordance with the terms and conditions of this Agreement. Any claimed costs, which in the opinion of the auditor, are not supported by adequate documentation or are ineligible, shall be noted in the opinion;
- (iii) whether the Contribution Recipient's internal financial management procedures and controls relating to the contribution are adequate and in compliance with the terms and conditions of this Agreement. Any weaknesses or instances of non-compliance with the agreement shall be identified in the opinion together with any suggestions for remedying the deficiencies.

(4) No later than 90 days from the end of the Funding Period, the Contribution Recipient shall provide to Canada a final audit report prepared in accordance with generally accepting auditing standards by an independent public accounting firm licensed under provincial/territorial law. The final audit report shall contain

(a) a financial statement setting out:

- (i) the total expenditures for the Project;
- (ii) the total revenues from all sources for the Project, including the contribution received under this Agreement and any interest that has accrued on any advances of the contribution, GST/HST refunds or rebates and funding received from any other government or private sector source; and
- (iii) the amount of any unexpended advances of the contribution; and

(b) an opinion as to:

- (i) whether the financial information referred to in paragraph (a) is presented fairly in accordance with the basis of accounting;
- (ii) whether the Project expenses claimed by the Contribution Recipient were eligible for reimbursement in accordance with the terms and conditions of this Agreement. Any claimed costs, which in the opinion of the auditor, are not supported by adequate documentation or are ineligible, shall be noted in the opinion;
- (iii) whether any deficiencies in the Recipient's internal financial management procedures and controls which were noted in the interim report were corrected.

(5) Costs incurred by the Contribution Recipient in retaining the services of a duly qualified accounting firm are eligible for reimbursement by Canada as Eligible Costs under this Agreement. The audit cost is an Eligible Cost notwithstanding that it may be incurred outside the Funding Period.

(6) The Contribution Recipient agrees that Canada may discuss the interim and final audit reports with the Contribution Recipient's auditors and have access to, inspect and make copies of, the auditor's working papers prepared in relation to the reports. The Contribution Recipient agrees to execute such directions, consents, and other authorizations as may be required in order to permit its auditors to discuss the reports with representatives of Canada and to provide any requested information to them in relation to the interim and final audits.

[Option 4 - where the total value of the Contribution is \$350,000 or more and the Funding Period is two years or longer. Delete if not applicable]

(3) No later than 90 days from the end of each 12 month period, or remaining portion thereof (hereinafter referred to as "the reporting period") of the Funding Period, the Contribution Recipient shall provide to Canada an audit report prepared in accordance with generally accepting auditing standards by an independent public accounting firm licensed under provincial/territorial law. Each audit report shall contain

(a) a financial statement setting out:

- (i) the expenditures for the Project during the reporting period,
- (ii) the revenues from all sources for the Project received during the reporting period, including the contribution received under this Agreement and any interest that has accrued on any advances of the contribution, GST/HST refunds or rebates and funding received from any other government or private sector source;
- (iii) the amount of any unexpended advances of the contribution on hand at the end of the reporting period; and

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(b) an opinion as to:

- (i) whether the financial information referred to in paragraph (a) is presented fairly in accordance with the basis of accounting;
- (ii) whether the Project expenses claimed by the Contribution Recipient were eligible for reimbursement in accordance with the terms and conditions of this Agreement. Any claimed costs, which in the opinion of the auditor, are not supported by adequate documentation or are ineligible, shall be noted in the opinion;
- (iii) whether the Contribution Recipient's internal financial management procedures and controls in relation to the contribution are adequate and in compliance with the terms and conditions of this Agreement. Any weaknesses or instances of non-compliance with the agreement shall be identified in the opinion together with any suggestions for remedying the deficiencies. In cases where deficiencies were noted in a previous report, the opinion should note whether the deficiencies were corrected.

(4) Costs incurred by the Contribution Recipient in retaining the services of a duly qualified accounting firm are eligible for reimbursement by Canada as Eligible Costs under this Agreement. The audit cost is an Eligible Cost notwithstanding that it may be incurred outside the Funding Period.

(5) The Contribution Recipient agrees that Canada may discuss any audit report with the Contribution Recipient's auditors and have access to, inspect and make copies of, the auditor's working papers prepared in relation to the reports. The Contribution Recipient agrees to execute such directions, consents, and other authorizations as may be required in order to permit its auditors to discuss the reports with representatives of Canada and to provide any requested information to them in relation to the audits.

DISPOSITION OF ASSETS

30. (1) The Contribution Recipient shall preserve any assets acquired with the Contribution and use them for the purposes of the Project during the Funding Period unless:

- (a) Canada authorizes their disposition;
- (b) replacement of assets subject to wear is necessary; or
- (c) assets that have become outdated require replacement.

(2) At the end of the Funding Period, or upon termination of this Agreement, if earlier, the Contribution Recipient agrees that, with respect to any assets referred to in subsection (1) that have been preserved by it, Canada may at its discretion do any of the following:

- a) direct that the assets be sold at their fair market value and that the funds realized from such sale be applied to the Eligible Costs of the Project to offset Canada's Contribution;
- b) direct that the assets be turned over to a charitable organization designated by Canada;
- c) direct that the assets be turned over to a Participant whose continued learning or employment depends on using the assets;
- d) direct that the assets be disposed of in such other manner as may be determined by Canada; or
- e) permit the Contribution Recipient to retain the assets if the Contribution Recipient satisfies Canada, in writing, that such assets are required,

and where a direction is made under paragraph (a), (b), (c) or (d), the Contribution Recipient undertakes and agrees to comply with such direction.

(3) For the purpose of this section, "assets" does not include assets that have been physically incorporated into the premises of the Contribution Recipient or that have been consumed or expended in carrying out the Project.

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DEFAULT

31. (1) The following constitute Events of Default:

- (a) the Contribution Recipient 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 Contribution Recipient, or the Contribution Recipient is dissolved;
- (c) the Contribution Recipient ceases to operate;
- (d) the Contribution Recipient is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed pursuant to this Agreement;
- (e) the Contribution Recipient, 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;
- (f) in the opinion of Canada, the Contribution Recipient has failed to proceed diligently with the Project, including, but not limited to, failure to meet deadlines or milestones stipulated in this Agreement except where such failure is due to causes which, in the opinion of Canada, are beyond the control of the Contribution Recipient; or
- (g) in the opinion of Canada, there is a material adverse change in risk in the Contribution Recipient's ability to carry out the Project.

(2) If an Event of Default occurs, Canada, without restricting any remedies otherwise available, shall notify in writing the Contribution Recipient of the Default.

(3) If

- (a) an Event of Default specified in paragraph (1) (a), (b) or (c) has occurred, or
- (b) an Event of Default specified in paragraph (1) (d), (e), (f) or (g) has occurred and
 - (i) has not been remedied within fifteen (15) days of receipt by the Contribution Recipient of written notice of default or within such longer period as Canada may allow, or
 - (ii) 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 notice of termination, Canada shall have no obligation to make any further Contribution to the Contribution Recipient.

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

(5) 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

32. (1) Canada may terminate this Agreement at any time without cause upon not less than three (3) months written notice of intention to terminate.

(2) In the event of a termination notice being given by Canada under this section

- (a) the Contribution Recipient 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;
- (b) all Eligible Costs incurred by the Contribution Recipient 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 Contribution Recipient'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 Contribution Recipient and the same are reasonable and properly attributable to the termination of the Agreement.

33. The Contribution Recipient shall negotiate all contracts related to the Project, including subcontracts and employment contracts, on terms that will enable the Contribution Recipient to cancel same upon conditions and terms which will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement, and generally the Contribution Recipient 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 under section 32.

INTEREST EARNED ON ADVANCES OF THE CONTRIBUTION

34. Any interest earned on advances of Canada's Contribution shall be accounted for by the Contribution Recipient. 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 of the Project.

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REPAYMENT REQUIREMENTS

35. (1) Upon expiry of the Funding Period or upon termination of the Agreement, if earlier, the Contribution Recipient shall repay to Canada any amount by which the Contribution paid to the Contribution Recipient, together with any interest earned thereon which is deemed to be part payment of the Contribution under section 34, exceeds the amount to which the Contribution Recipient is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the Contribution Recipient is not entitled include the amount of any unexpended advance payments of the Contribution remaining in the hands of the Contribution Recipient on expiry of the Funding Period or on termination of the Agreement, the amount of any costs of the Project paid for with Contribution funds which are subsequently disallowed or determined to be ineligible, and amounts paid in error or in excess of the amount of the cost actually incurred. Such amounts are debts due to Canada.
- (2) In the case of Agreements where the Funding Period covers more than one Fiscal Year, the Contribution Recipient shall repay immediately on demand, as a debt due and owing to Canada, any unexpended advance payment of the Contribution for the Fiscal Year that is in excess of the Eligible Costs of the Project incurred in that Fiscal Year. Canada shall have the right to deduct the amount of the excess from any amount owing pursuant to this Agreement.
- (3) Interest shall be charged on overdue repayments in accordance with the Interest and Administrative Charges Regulations made pursuant to Canada's Financial Administration Act.

OFFICIAL LANGUAGES [DELETE IF NOT APPLICABLE.]

36. Any notice, advertisement or other matter relating to the Project for the information primarily of members of the public who are resident in the community in which the Project is to be performed and any services related to the Project that are to be provided or made available by the Contribution Recipient to members of the public who are resident in the community in which the Project is to be performed, shall be made available in both official languages in accordance with instructions issued by Canada.

REPORTS AND MONITORING OF PROJECT

37. The Contribution Recipient shall provide Canada with reports concerning the progress of the Project, in conjunction with payment claims. These reports shall be in such form and contain such information as may be specified by Canada.
38. Representatives of Canada may inspect the operation of the Project at any reasonable time and the Contribution Recipient shall cooperate in any such inspection and shall permit Canada's representatives access at all reasonable times to the Contribution Recipient's Project site or business premises for this purpose.

EVALUATION

39. Canada may, in its discretion, carry out an evaluation of the effectiveness or efficiency of the Project. The Contribution Recipient shall cooperate with Canada in the conduct of any such evaluation. This cooperation may include, but is not limited to, providing Canada or its representatives with access to Project staff and records.

ACCESS TO INFORMATION

40. All information pertaining to the Contribution provided under this Agreement is public information and may be disclosed to third parties upon request under, and subject to, the Access to Information Act, R.S.C. 1985, chapter A-1.

INDEMNIFICATION BY CONTRIBUTION RECIPIENT

41. The Contribution Recipient 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, alleged to be caused, or suffered as a result of the performance of the Project or any part thereof, except that Canada shall not claim indemnity under this section to the extent that the injury, loss or damage has been caused by Canada.

INSURANCE

42. Subject to section 43, the Contribution Recipient shall ensure that it has adequate liability insurance covering everyone on the Project including Participants, employees, directors and officers, and volunteers.
43. Canada agrees to procure, at its expense, a policy of comprehensive general liability insurance for the Participants, administrative staff and the Contribution Recipient. However Canada makes no warranty or representation as to the adequacy of the coverage of the policy with respect to the Project. It is understood and agreed that the Contribution Recipient shall be solely responsible for determining its adequacy with respect to the Project and for obtaining such additional insurance as may be required in relation to the Project. The reasonable cost of such additional insurance is eligible for reimbursement by Canada as an Eligible Cost under this Agreement.

PUBLIC ACKNOWLEDGEMENT OF CANADA'S CONTRIBUTION

44. (1) The Contribution Recipient shall cooperate with representatives of Canada during the first announcement of funding and in any subsequent official ceremonies relating to the promotion of the Project. Canada reserves the right to set the time, place and agenda of the ceremony.
- (2) The Contribution Recipient shall ensure that in any and all communication activities, publications, advertising and press releases referring to the Project, there is included an appropriate acknowledgement, in terms and in a form and manner satisfactory to Canada of its contribution. The Contribution Recipient shall notify Canada in advance of any communication activities, publications, advertising and press releases planned by itself or by a third party with whom it has an agreement.

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NOTICES

45. (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, prepaid registered mail, courier service, email or facsimile at the address, or facsimile number as the case may be, of the receiving party

(2) Notices, reports, information, correspondence and other documents shall be deemed to have been given on the date of personal delivery or delivery by courier service, or in the case of delivery by registered mail five (5) days after the date of mailing, or in the case of notices and documents sent by email or facsimile, one (1) working day after they are sent.

(3) Notices, reports, information, correspondence or other documents shall be addressed to:

in the case of Canada

Name: _____

Title: _____

Address: _____

Fax: _____

in the case of the Contribution Recipient

Name: _____

Title: _____

Address: _____

Fax: _____

DISPUTE RESOLUTION

46. (1) Canada and the Contribution Recipient agree that alternate dispute resolution processes such as mediation, appointment of a neutral third party evaluator or arbitration may be preferable to litigation as a way to resolve disputes that may arise under this Agreement and they agree to give good faith consideration to having resort to an alternate dispute resolution process before initiating legal or other proceedings to deal with any such disputes.

(2) Canada and the Contribution Recipient agree that nothing contained in subsection (1) shall affect, alter or modify the rights of Canada under the Event of Default provisions in section 31.

LICENSES AND PERMITS FOR PROJECT ACTIVITY AND COMPLIANCE WITH LAWS

47. (1) The Contribution Recipient shall obtain, prior to the commencement of the Project, all permits, licences, consents and other authorizations that are necessary to the carrying out of the Project.

(2) During the Funding Period, the Contribution Recipient shall carry out the Project in compliance with all laws, by-laws and regulations.

ENVIRONMENTAL PROTECTION

48. The Contribution Recipient shall

(a) ensure that all environmental measures relating to the Project established by competent authorities are respected, and

(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 Project.

AGREEMENT BETWEEN CONTRIBUTION RECIPIENT AND THIRD PARTIES

49. (1) In cases where the work experience or skills enhancement within a work experience are provided to Participants by a Third Party, the Contribution Recipient shall ensure that there is a written agreement between the Contribution Recipient and the Third Party that describes the obligations of the Third Party.

(2) A written agreement referred to in subsection (1) shall include, as a minimum, the following:

(a) an identification of the Third Party;

(b) the effective date, the date of signing and the duration of the agreement;

(c) provision for representatives of Canada to have a right of access to the books and records, business premises and site of the Third Party where the work experience and/or skills acquisition activities are taking place;

(d) provision for the conduct of an audit of the work experience and/or skills acquisition activities by the Contribution Recipient, even though an audit may not always be undertaken;

File Number:
Amendment Number:

- (e) a requirement for the Third Party to give appropriate recognition of the contribution of Canada to the work experience and/or skills training activities in its publicity and signage relating to the Project, including any information provided to the public on any web site maintained by the Third Party;
- (f) when the Contribution Recipient is providing financial assistance to the Third Party to support the costs of an activity that is carried out as part of the Project,
 - (i) the purpose of the financial assistance;
 - (ii) the financial and/or non-financial conditions attached to the assistance and the consequence of failing to adhere to these conditions;
 - (iii) the allowable costs or the types of classes of expenditures eligible for reimbursement;
 - (iv) the conditions to be met before payment is made and the schedule and basis of payment;
 - (v) the maximum amount payable; and
 - (vi) a requirement for the Third Party to repay overpayments, unexpended balances and disallowed expenses.

50. Upon request, the Contribution Recipient shall provide Canada with a copy of all signed agreements with Third Parties.

51. The Contribution Recipient shall be responsible for exercising due diligence in the administration of its agreements with Third Parties. Without limiting the generality of the foregoing, in exercising due diligence, the Contribution Recipient shall

- (a) furnish Third Parties with whom such agreements are entered into with necessary advice and support to assist them in carrying out the activities under these agreements and in realizing the objectives of the activities;
- (b) take appropriate measures for ensuring compliance by Third Parties with their obligations under the agreements, such as monitoring activities through periodic visits to the site where the work experience and/or skills acquisition activities are taking place and other means such as telephone calls to Third Parties and questionnaires, and undertaking periodic audits or inspections of financial records to verify that costs claimed, if any, were actually incurred and were in accordance with the agreements;
- (c) ensure that work experience and/or skills acquisition activities are taking place in a safe environment;
- (d) in cases where Third Parties provide work experience to Participants, ensure that no Participant displaces employees of the Third Parties or replaces employees who are absent due to an industrial dispute or who are laid-off and awaiting recall;
- (e) monitor the progress of the work experience and/or skills training activities regularly either through visits to the premises of Third Parties where work experience and/or skills acquisition activities are taking place, or through a review of progress reports furnished by Third Parties, or a combination of both;

[delete (f), (g), (h) and (i) if not applicable]

- (f) provide to the Department of Foreign Affairs and International Trade (DFAIT), on forms and within the period prescribed by Canada, any information requested by Canada on proposed Third Parties when the work experience and/or skills acquisition activities are to take place outside Canada;
- (g) in cases where the work experience and/or skills acquisition activities are to take place outside Canada, enter into agreements only with those Third Parties who have met with the security standards administered by DFAIT;
- (h) where a Third Party ceases to meet security standards administered by DFAIT, the Contribution Recipient shall, upon notice from Canada, take all necessary steps to ensure the placement of the concerned Participant or Participants with another Third Party, authorized by DFAIT, or take such other measures directed by Canada, and
- (i) provide to DFAIT, prior to their departure, a completed Register of Canadians Abroad (ROCA) form for Participants whose work experience and/or skills acquisition activities are to take place outside of Canada.

CONTRACTING

52. (1) Unless otherwise authorized in writing by Canada, the Contribution Recipient shall use a fair and accountable competitive process in procuring goods and services for the Project where the value (including GST/HST) of the goods or services is \$25,000 or more.

Canada shall exercise its discretion in requiring contribution recipients to use a fair and accountable competitive process in procuring goods and services for the Project where the value (including GST/HST) of the goods or services is below \$25,000.

The Contribution Recipient shall, unless otherwise authorized in writing by Canada, obtain a minimum of three bids or proposals and shall select the bid or proposal offering the lowest cost or best value. The Contribution Recipient must not unnecessarily divide an aggregate requirement into a number of smaller contracts to avoid this requirement.

- (2) All goods or services contracts, regardless of their value, entered into between the Contribution Recipient and
 - (a) an officer or director of the Contribution Recipient;
 - (b) a member of the immediate family of an officer or director of the Contribution Recipient;
 - (c) a business in which an officer or director of the Contribution Recipient, or a member of their immediate family has a financial interest, or;
 - (d) a business which is related to, or associated or affiliated with, the Contribution Recipient

require the prior written approval of Canada. The Contribution Recipient agrees to inform Canada of any such proposed contract and to provide a copy of the proposed contract, and such other information concerning the proposed contract, as may be reasonably requested by Canada.

File Number:
Amendment Number:

It is understood and agreed by the Contribution Recipient that the eligible cost of such goods or services shall not exceed fair market value. If requested, the Contribution Recipient shall also ensure that Canada has a right of access to the relevant records of the supplying entity for the purpose of verifying the amount of the cost claimed by the Contribution Recipient and Canada is not obliged to consider the eligibility of any such cost unless access to such records is provided.

SUBCONTRACTING

53. The Contribution Recipient shall not subcontract the performance of any of its duties or responsibilities in carrying out the Project to a third party without the prior written consent of Canada unless the Contribution Recipient has already indicated in the approved Project Description attached as Schedule A to this Agreement that it intends to use a subcontractor or subcontractors to perform those duties or activities. In addition, the Contribution Recipient acknowledges and agrees that it is not entitled to claim reimbursement for any subcontracting costs unless those costs have been specifically identified and included as Eligible Costs of the Project in Schedule B to this Agreement.

NO INDUCEMENT

54. The Contribution Recipient represents and undertakes that no gift, benefit or other inducement has been or will be paid, given, promised or offered directly or indirectly to any official or employee of Canada or to a member of the family of such a person with a view to influencing the decision of Canada to enter into the Agreement or the administration of the Agreement.

AMENDMENT

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

NON-ASSIGNMENT OF AGREEMENT

56. The Contribution Recipient shall not assign this Agreement or any part thereof without the prior written consent of Canada.

DECLARATION REGARDING OUTSTANDING AMOUNTS OWED TO THE GOVERNMENT

57. The Contribution Recipient 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 arrears as of the time of the Contribution Recipient's application to Canada for funding. The Contribution Recipient recognizes that amounts payable to the Contribution Recipient under this Agreement may be deducted from, or set-off against, any such amounts owing to the federal government.

WARRANTY OF AUTHORITY

58. The Contribution Recipient warrants that its representative(s) who sign(s) this Agreement on behalf of the Contribution Recipient has (have) the authority to sign the Agreement [and to bind the members of the Contribution Recipient]*, and agrees to provide Canada with such evidence of that authorization as Canada may reasonably require.

[*If the organization is an unincorporated association with "members", this part of the warranty should be included as well. Otherwise, delete.]

ENTIRE AGREEMENT

59. This Agreement, including Schedules A, B, C, D and E attached hereto, constitutes the entire agreement between the Contribution Recipient and Canada with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.

APPLICABLE LAW

60. This Agreement shall be governed by and construed in accordance with the laws of Canada and of _____ **[insert name of province/territory where Project to be performed].**

***English Version**

61. The parties agree that this Agreement shall be drafted in English only. Les parties au présent accord acceptent qu'il soit rédigé en anglais seulement.*]

[*Section 61 is required for use in agreements signed in English in the Province of Quebec only where the parties want to have the Agreement in English only.]

Signed on behalf of her Majesty the Queen in Right of Canada, as represented by the Minister of State, Human Resources and Skills Development

Per _____ Date _____

Signed on behalf of [name of Contribution Recipient]

Per _____ Date _____

Per _____ Date _____

SCHEDULE A
PROJECT DESCRIPTION

FILE NUMBER :

AMENDMENT NUMBER :

Name of Contribution Recipient:		OFFICIAL USE ONLY
Mailing Address:		Options:
City:		Original :
Province :	Postal Code:	Amendment :
Area Code Telephone Number: () -	Area Code Fax Number : () -	Correction :
Contact Name:		

ACTIVITY:	

OBJECTIVE / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS

Duration of Activities :	From	To
Current Year Amount :	Total No. of Participants	
Future Year 1 Amount:	Future Year 2 Amount:	
FOR AMENDMENTS ONLY		
Reason for Amendment	<input type="checkbox"/> Increase <input type="checkbox"/> Decrease	
	AMOUNT <input style="width: 100px;" type="text"/>	

INITIALS OF SIGNATORIES TO THE AGREEMENT		
_____ CONTRIBUTION RECIPIENT _____ DATE	_____ CONTRIBUTION RECIPIENT _____ DATE	_____ DEPARTMENT _____ DATE

SCHEDULE A

FILE NUMBER :

PROJECT DESCRIPTION

AMENDMENT NUMBER :

Continued

OBJECTIVE / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS

[Empty box for project description]

INITIALS OF SIGNATORIES TO THE AGREEMENT

_____ CONTRIBUTION RECIPIENT _____ DATE	_____ CONTRIBUTION RECIPIENT _____ DATE	_____ DEPARTMENT _____ DATE
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FILE NUMBER :

AMENDMENT NUMBER :

SCHEDULE B
ELIGIBLE COSTS OF THE PROJECT
INSTRUCTION SHEET

The list of Eligible Costs is to be used as a guideline only. Eligible Costs can be listed or described generically or very specifically but should relate to the contribution options being used. The listing will vary from project to project.

If limits are to be set on contributions to specific cost categories, the listing should include an estimate of the maximum contribution permitted for each cost category.

Where there is a cost sharing with the Contribution Recipient or other partners, either on a straight % basis of all costs or with certain costs being funded by one party and other costs being funded by the Contribution Recipient and/or other partners, those costs should be clearly delineated on the Schedule B.

Eligible Costs

The following costs are Eligible Costs for the purposes of this Agreement:

- **Overhead costs**
 - Salaries and wages of Project administrative staff of the Contribution Recipient
 - Employment-relate
 - Material and supplies
 - Printing and communications (telephone, fax, photocopying and advertising)
 - Travel
 - Professional fees (bookkeeping, audits, assessments and evaluations)
 - Rent (office and facility rental)
 - Utilities
 - Other overhead costs (insurance, licenses, permits, bank charges, disbursement for research and technical studies, and lease or purchase of equipment (whichever is more cost efficient)); and
 - Workers' compensation
- **Participant Costs**
 - Participant wages and allowances and employment related costs;
 - Support to individuals which may include all or a portion of their living expenses and/or all or a portion of the -incremental costs of participation such as expenses relating to specialized services, arrangements or equipment for persons with disabilities, dependant care, transportation and accommodation.

**SCHEDULE B
ELIGIBLE COSTS OF THE PROJECT**

FILE NUMBER :

AMENDMENT NUMBER :

NAME OF CONTRIBUTION RECIPIENT:

INITIALS OF SIGNATORIES TO THE AGREEMENT

<hr/> <p>CONTRIBUTION RECIPIENT</p> <hr/> <p>DATE</p>	<hr/> <p>CONTRIBUTION RECIPIENT</p> <hr/> <p>DATE</p>	<hr/> <p>DEPARTMENT</p> <hr/> <p>DATE</p>
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FILE NUMBER:

AMENDMENT NUMBER:

**SCHEDULE C
TERMS OF PAYMENT- ADVANCE PAYMENTS**

NAME OF CONTRIBUTION RECIPIENT:

Advance payment: value of the contribution amount less than \$25,000

1. Upon receipt of a forecast of cash flow requirements satisfactory to Canada in form and detail, Canada will make an initial advance of \$ _____ (not to exceed 90%)
2. Where the advance is payable prior to the end of a Fiscal Year covering a portion of the Funding Period that extends into the following Fiscal Year, the advance will normally be made in two installments. One will be issued to cover the estimated Eligible Costs to be incurred during the portion ending March 31, and the second covering the balance of the advance will be issued at the beginning of April of the new Fiscal Year. However, in exceptional circumstances where Canada deems it necessary to meet program objectives, an advance may be made prior to the end of the Fiscal Year to cover a portion of the Funding Period that extends into the following Fiscal Year, but must then not exceed the estimated Eligible Costs to be incurred by the Contribution Recipient up until the end of April of that new Fiscal Year.
3. The remainder of the Contribution will be paid on completion of the Project and following receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the Contribution Recipient, a statement certifying that all Eligible Costs claimed are in accordance with the Agreement and a narrative report of activities and, if applicable, samples of the Project product.
4. Verification by Canada of the claim for final payment may include, if deemed advisable by Canada, the conduct of an audit by Canada of the Contribution Recipient's books and records to verify the amount of the costs of the Project and the costs for which the Contribution Recipient has claimed payment under this Agreement.

INITIALS OF SIGNATORIES TO THE AGREEMENT		
_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE

FILE NUMBER:

AMENDMENT NUMBER:

**SCHEDULE C
TERMS OF PAYMENT- ADVANCE PAYMENTS**

NAME OF CONTRIBUTION RECIPIENT:

Advance payment: value of the contribution amount between \$25,000 and \$100,000

1. Upon receipt of a forecast of cash flow requirements satisfactory to Canada in form and detail, Canada will make an initial advance of \$ _____ (not to exceed 75%)
2. Upon receipt of an updated forecast of cash flow requirements following the initial advance payment, Canada will, subject to sections 3 to 10, make subsequent _____ advance payments covering the Contribution Recipient's financial requirements for each subsequent _____ of the Funding Period.
3. Within thirty (30) days following the end of each advance period of the Funding Period, except the last, the Contribution Recipient shall submit to Canada a financial report, in a form satisfactory to Canada, containing
 - (a) a detailed list of the Eligible Costs incurred and paid during the quarter,
 - (b) such substantiating documentation as may be required by Canada, including copies of related invoices, receipts and, if applicable, payroll records;
 - (c) where Canada's Contribution covers only a portion of the Project costs, a detailed list of all Project expenditures incurred and paid during the quarter,
 - (d) statement certifying that all Eligible Costs claimed are in accordance with the Agreement, and
 - (e) a narrative report of activities conducted during the quarter.
4. If there is a variance between the forecast of cash flow requirements and the actual expenditures for any given period exceeding 15%, the Contribution Recipient shall, if requested by Canada to do so, furnish Canada with a revised forecast of its cash flow requirements.
5. Canada may withhold payment of any advance pending the completion of an audit of the Contribution Recipient's books and records.
6. If the amount of the advance payments for a period exceeds the amount of the Eligible Costs incurred and paid by the Contribution Recipient for the period, Canada reserves the right to deduct the excess amount and any interest earned on the excess from any other payment required under this Agreement.
7. Where a quarterly advance is payable prior to the end of a Fiscal Year covering a portion of the Funding Period that extends into the following Fiscal Year, the advance will normally be made in two installments. One will be issued to cover the estimated Eligible Costs to be incurred during the portion of the quarterly period ending March 31, and the second covering the balance of the advance will be issued at the beginning of April of the new Fiscal Year. However, in exceptional circumstances where Canada deems it necessary to meet program objectives, an advance may be made prior to the end of the Fiscal Year to cover a portion of the Funding Period that extends into the following Fiscal Year, but must then not exceed the estimated Eligible Costs to be incurred by the Contribution Recipient up until the end of April of that new Fiscal Year.
8. Where quarterly advances are being made to the Contribution Recipient under section 2, Canada may, in its absolute discretion, alter the frequency of such advance payments at any time by 30 days notice in writing, and change them to a monthly basis.
9. Canada may withhold up to 10% of the Contribution until after the Project has been completed. Final payment will be made following
 - (a) receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the Contribution Recipient,
 - (b) receipt of any auditor's report or other report that may be required to be submitted to Canada by the Contribution Recipient under the terms of this Agreement, and
 - (c) a final report of Project activities and, if applicable, samples of the Project products.
10. Verification by Canada of the claim for final payment may include, if deemed advisable by Canada, the conduct of an audit by Canada of the Contribution Recipient's books and records to verify the amount of the costs of the Project and the costs for which the Contribution Recipient has claimed payment under this Agreement.

INITIALS OF SIGNATORIES TO THE AGREEMENT		
_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE

FILE NUMBER:

AMENDMENT NUMBER:

**SCHEDULE C
TERMS OF PAYMENT- ADVANCE PAYMENTS**

NAME OF CONTRIBUTION RECIPIENT:

Advance payment: value of the contribution amount between \$100,001 and \$250,000

1. Upon receipt of a forecast of cash flow requirements satisfactory to Canada in form and detail, Canada will, subject to sections 2 to 9, make _____ advances of its Contribution under this Agreement. Each advance shall cover the Contribution Recipient's estimated financial requirements for each _____.
2. Within thirty (30) days following the end of each advance period of the Funding Period, except the last, the Contribution Recipient shall submit to Canada a financial report, in a form satisfactory to Canada, containing
 - (a) a detailed list of the Eligible Costs incurred and paid during the quarter,
 - (b) such substantiating documentation as may be required by Canada, including copies of related invoices, receipts and, if applicable, payroll records;
 - (c) where Canada's Contribution covers only a portion of the Project costs, a detailed list of all Project expenditures incurred and paid during the quarter,
 - (d) a statement certifying that all eligible costs claimed are in accordance with the Agreement.
 - (e) a narrative report of activities conducted during the quarter.
3. If there is a variance between the forecast of cash flow requirements and the actual expenditures for any given period exceeding 15%, the Contribution Recipient shall, if requested by Canada to do so, furnish Canada with a revised forecast of its cash flow requirements.
4. Canada may withhold payment of any advance pending the completion of an audit of the Contribution Recipient's books and records.
5. If the amount of the advance payments for a period exceeds the amount of the Eligible Costs incurred and paid by the Contribution Recipient for the period, Canada reserves the right to deduct the excess amount and any interest earned on the excess from any other payment required under this Agreement.
6. Where a quarterly advance is payable prior to the end of a Fiscal Year covering a portion of the Funding Period that extends into the following Fiscal Year, the advance will normally be made in two installments. One will be issued to cover the estimated Eligible Costs to be incurred during the portion of the quarterly period ending March 31, and the second covering the balance of the advance will be issued at the beginning of April of the new Fiscal Year. However, in exceptional circumstances where Canada deems it necessary to meet program objectives, an advance may be made prior to the end of the Fiscal Year to cover a portion of the Funding Period that extends into the following Fiscal Year, but must then not exceed the estimated Eligible Costs to be incurred by the Contribution Recipient up until the end of April of that new Fiscal Year.
7. Where quarterly advances are being made to the Contribution Recipient under section 1, Canada may, in its absolute discretion, alter the frequency of such advance payments at any time by 30 days notice in writing, and change them to a monthly basis.
8. Canada may withhold up to 10% of the Contribution until after the Project has been completed. Final payment will be made following
 - (a) receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the Contribution Recipient,
 - (b) receipt of any other report that may be required to be submitted to Canada by the Contribution Recipient under the terms of this Agreement, and
 - (c) a final report of Project activities, and if applicable, samples of the Project's products.
9. Verification by Canada of the claim for final payment may include, if deemed advisable by Canada, the conduct of an audit by Canada of the Contribution Recipient's books and records to verify the amount of the costs of the Project and the costs for which the Contribution Recipient has claimed payment under this Agreement.

INITIALS OF SIGNATORIES TO THE AGREEMENT		
_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE

FILE NUMBER:
AMENDMENT NUMBER:

**SCHEDULE C
TERMS OF PAYMENT- ADVANCE PAYMENTS**

NAME OF CONTRIBUTION RECIPIENT:

Advance payment: value of the contribution amount between \$250,001 and \$500,000

1. Upon receipt of a forecast of cash flow requirements satisfactory to Canada in form and detail, Canada will make an initial advance covering the Contribution Recipient's estimated financial requirements for the first quarter of the Funding Period.
2. Upon receipt of an updated forecast of cash flow requirements following the initial advance payment, Canada will, subject to sections 3 to 8, make subsequent monthly advance payments beginning in the fourth month covering the Contribution Recipient's financial requirements for each subsequent month of the Project Period.
3. Within thirty (30) days following the end of each advance period of the Funding Period, except the last, the Contribution Recipient shall submit to Canada a financial report, in a form satisfactory to Canada, containing
 - (a) a detailed list of the Eligible Costs incurred and paid during the quarter,
 - (b) such substantiating documentation as may be required by Canada, including copies of related invoices, receipts and, if applicable, payroll records;
 - (c) where Canada's Contribution covers only a portion of the Project costs, a detailed list of all Project expenditures incurred and paid during the quarter,
 - (d) a statement certifying that all Eligible Costs claimed are in accordance with the Agreement, and
 - (e) a narrative progress report on activities conducted during the quarter.
4. If there is a variance between the forecast of cash flow requirements and the actual expenditures for any given quarter exceeding 15%, the Contribution Recipient shall, if requested by Canada to do so, furnish Canada with a revised forecast of its cash flow requirements.
5. Canada may withhold payment of any advance pending the completion of an audit of the Contribution Recipient's books and records.
6. If the amount of the advance payments for a any period exceeds the amount of the Eligible Costs incurred and paid by the Contribution Recipient for that period, Canada reserves the right to deduct the excess amount and any interest earned on the excess from any other payment required under this Agreement.
7. Canada may withhold up to 10% of the Contribution until after the Project has been completed. Final payment will be made following
 - (a) receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the Contribution Recipient,
 - (b) receipt of any other report that may be required to be submitted to Canada by the Contribution Recipient under the terms of this Agreement, and
 - (c) a final report on Project activities, and, if applicable, samples of Project products.
8. Verification by Canada of the claim for final payment may include, if deemed advisable by Canada, the conduct of an audit by Canada of the Contribution Recipient's books and records to verify the amount of the costs of the Project and the costs for which the Contribution Recipient has claimed payment under this Agreement.

INITIALS OF SIGNATORIES TO THE AGREEMENT		
_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE

FILE NUMBER:

AMENDMENT NUMBER:

**SCHEDULE C
TERMS OF PAYMENT - ADVANCE PAYMENTS**

NAME OF CONTRIBUTION RECIPIENT:

Advance payment: value of the contribution amount over \$500,000

1. Upon receipt of a forecast of cash flow requirements satisfactory to Canada in form and detail, Canada will, subject to sections 2 to 7, make monthly advances covering the Contribution Recipient's estimated monthly financial requirements for the Funding Period.
2. Within thirty (30) days following the end of each advance period of the Funding Period, except the last, the Contribution Recipient shall submit to Canada a financial report, in a form satisfactory to Canada, containing
 - (a) a detailed list of the Eligible Costs incurred and paid during the advance period,
 - (b) such substantiating documentation as may be required by Canada, including copies of related invoices, receipts and, if applicable, payroll records;
 - (c) where Canada's Contribution covers only a portion of the Project costs, a detailed list of all Project expenditures incurred and paid during the advance period,
 - (d) a statement certifying that all Eligible Costs claimed are in accordance with the Agreement, and
 - (e) a report on Project activities conducted during the advance period.
3. If there is a variance between the forecast of cash flow requirements and the actual expenditures for any given advance period exceeding 15%, the Contribution Recipient shall, if requested by Canada to do so, furnish Canada with a revised forecast of its cash flow requirements.
4. Canada may withhold payment of any advance pending the completion of an audit of the Contribution Recipient's books and records.
5. If the amount of the advance payments for any period exceeds the amount of the Eligible Costs incurred and paid by the Contribution Recipient for that period, Canada reserves the right to deduct the excess amount and any interest earned on the excess from any other payment required under this Agreement.
6. Canada may withhold up to 10% of the Contribution until after the Project has been completed. Final payment will be made following
 - (a) receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the Contribution Recipient,
 - (b) receipt of any other report that may be required to be submitted to Canada by the Contribution Recipient under the terms of this Agreement, and
 - (c) a final report on Project activities and, if applicable, samples of Project products.
7. Verification by Canada of the claim for final payment may include, if deemed advisable by Canada, the conduct of an audit by Canada of the Contribution Recipient's books and records to verify the amount of the costs of the Project and the costs for which the Contribution Recipient has claimed payment under this Agreement.

INITIALS OF SIGNATORIES TO THE AGREEMENT

_____ CONTRIBUTION RECIPIENT _____ DATE	_____ CONTRIBUTION RECIPIENT _____ DATE	_____ DEPARTMENT _____ DATE
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FILE NUMBER:

AMENDMENT NUMBER:

**SCHEDULE C
TERMS OF PAYMENT - PROGRESS PAYMENTS**

NAME OF CONTRIBUTION RECIPIENT:

1. Canada will reimburse the Contribution Recipient in respect of the Eligible Costs incurred on the basis of written claims which shall
 - (a) be made _____ ;
 - (b) provide a detailed list of the Eligible Costs incurred and paid during the period claimed;
 - (c) be supported by such substantiating documentation as may be required by Canada, including copies of related invoices, receipts and, if applicable, payroll records
 - (d) include a statement signed by an officer of the Contribution Recipient or other person satisfactory to Canada, certifying that all Eligible Costs claimed are in accordance with the Agreement; and
 - (e) be accompanied by a narrative report on the progress of the Project describing the work completed to date.

2. Final payment of the Contribution will be made following
 - (a) receipt and verification of a final claim for payment accompanied by an itemized statement of all Eligible Costs incurred and paid by the Contribution Recipient, and
 - (b) receipt of any auditor's report or other report that may be required to be submitted to Canada by the Contribution Recipient under the terms and conditions of this Agreement, including a final report of activities conducted under the Project and samples of Project products.

3. Verification by Canada of the claim for final payment may include, if deemed advisable by Canada, the conduct of an audit by Canada of the Contribution Recipient's books and records to verify the amount of the costs of the Project and the costs for which the Contribution Recipient has claimed payment under this Agreement.

INITIALS OF SIGNATORIES TO THE AGREEMENT		
_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE

FILE NUMBER :

AMENDMENT NUMBER :

SCHEDULE D INFORMATION REQUIREMENTS

NAME OF CONTRIBUTION RECIPIENT:

1. To enable Canada to:
 - a) measure the results of the Project and evaluate the Project's success in assisting Participants to prepare for, obtain and maintain employment, and in making a successful transition into the labour market;
 - b) evaluate more generally the success of the Youth Employment Strategy in achieving its objectives; and
 - c) meet its obligation of accountability to Parliament and the Canadian public for the operation of the Youth Employment Strategy and its success in achieving its objective,

the Contribution Recipient shall, subject to section 2, collect, on behalf of Canada, and provide to Canada the following information in respect of each Participant:

 - Responsible HRCC
 - Contract file number
 - Name of Participant
 - Social Insurance Number
 - Address
 - Postal Code
 - Telephone number
 - Date of birth
 - Educational attainment
 - Gender
 - Equity group status
 - First official language: English or French
 - Program name
 - Intervention type
 - Start date of action plan
 - Start date for participation in intervention
 - End date for participation in intervention
 - Reason for ending of intervention (completed, withdrew, terminated)
 - Intervention result
 - Intervention result date
2. Prior to collecting and providing to Canada the information referred to in section 1, the Contribution Recipient shall
 - a) inform the Participant that since funding for the Project has been provided by Canada, the information is required by, and collected on behalf of, Canada for the purposes mentioned in section 1;
 - b) if any of the information is also required by the Contribution Recipient for the purpose of providing assistance to the Participant in carrying out the Project, inform the Participant of the purposes for which the Contribution Recipient itself intends to use the information; and
 - c) inform the Participant that the information collected on behalf of Canada is protected under the federal *Privacy Act*, R.S.C. 1985, c. P-21 and that the Participant has a right under that Act to obtain access to that information from Canada.
3. All Participant information collected by the Contribution Recipient on behalf of Canada under this Schedule shall be treated as confidential and the Contribution Recipient shall take all security measures reasonably necessary for protection of same against unauthorized release or disclosure, including those set out in any instructions issued by Canada.
4. Representatives of Canada shall be entitled to inspect the Contribution Recipient's premises at all reasonable times to ensure compliance with the information security requirements referred to in section 3.
5. The Contribution Recipient shall not, without the written consent of the Participant to whom the information relates, use or disclose to anyone any information collected on behalf of Canada under this Schedule in any form that could reasonably be expected to identify the Participant for any purpose other than:
 - (a) the purpose for which that information was collected under this Schedule;
 - (b) purpose consistent with the purpose referred to in paragraph (a); or
 - (c) a purpose authorized by law.
6. Upon expiry of the Funding Period or upon termination of the Agreement, if earlier, the Contribution Recipient shall provide to Canada all information it collected on behalf of Canada under this Schedule with all copies thereof, if any, in accordance with instructions issued by Canada, unless the Contribution Recipient is required by law to retain any of that information for a period of time beyond the Funding Period or beyond the date of termination of the Agreement, if earlier.
7. During any extended period of retention referred to in section 7, sections 3, 4, and 5 shall continue to apply to the Contribution Recipient, and at the end of the extended period, the Contribution Recipient shall provide the information to Canada, with all copies thereof, if any, in accordance with instructions issued by Canada.

INITIALS OF SIGNATORIES TO THE AGREEMENT		
_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE

**SCHEDULE E
ADDITIONAL PROVISIONS**

FILE NUMBER :

AMENDMENT NUMBER :

NAME OF CONTRIBUTION RECIPIENT:

INITIALS OF SIGNATORIES TO THE AGREEMENT

_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE

**SCHEDULE E
ADDITIONAL PROVISIONS**

FILE NUMBER :

AMENDMENT NUMBER :

NAME OF CONTRIBUTION RECIPIENT:

INITIALS OF SIGNATORIES TO THE AGREEMENT

_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE

**SCHEDULE E
ADDITIONAL PROVISIONS**

FILE NUMBER :

AMMENDMENT NUMBER :

NAME OF CONTRIBUTION RECIPIENT:

INITIALS OF SIGNATORIES TO THE AGREEMENT

_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE

**SCHEDULE E
ADDITIONAL PROVISIONS**

FILE NUMBER :

AMMENDMENT NUMBER :

NAME OF CONTRIBUTION RECIPIENT:

INITIALS OF SIGNATORIES TO THE AGREEMENT

_____ CONTRIBUTION RECIPIENT	_____ CONTRIBUTION RECIPIENT	_____ DEPARTMENT
_____ DATE	_____ DATE	_____ DATE