



CAREER FOCUS PROGRAM
CONTRIBUTION AGREEMENT

THIS AGREEMENT made this _____ day of _____, 200__

BETWEEN:

Her Majesty the Queen in Right of Canada, represented by the
 Minister of Agriculture and Agri-Food Canada
 (hereinafter referred to as the "Minister")

OF THE FIRST PART

AND: _____

[Insert legal name of the Sponsor/employer]
(hereinafter referred to as the "Sponsor")

OF THE SECOND PART

WHEREAS Agriculture and Agri-Food Canada (AAFC) participates in Human Resources and Development Canada's Youth Employment Strategy ("YES") through the sponsorship of science internships in agri-food science within the Career Focus Program, the terms and conditions of which are attached as Schedule AAC to this Agreement (the "Program");

AND WHEREAS the Sponsor has submitted to the Minister a "Project Proposal" for a Contribution under the Program;

AND WHEREAS the Sponsor's project described in the Project Proposal supports the Program by helping Eligible Participants acquire experience in the scientific and technological fields of agriculture and agri-food;

AND WHEREAS the Minister has agreed to provide a Contribution to the Sponsor for such Project under the Program;

AND WHEREAS each of the Parties to this Agreement has the necessary authorities to enter into this Agreement;

NOW THEREFORE, the Parties agree as follows:

1.0 DEFINITIONS

For the purposes of this Agreement:

- 1.1 **"Agreement"** means the Contribution Agreement between the Minister and the Sponsor to deliver a Project under the Career Focus Program;
- 1.2 **"Contribution"** means funding provided by the Minister for the Project;
- 1.3 **"Delivery Agent"** means any person or entity that agrees to undertake activities on behalf of the Sponsor under this Agreement;

- 1.4 **"Effective Date"** means the date set out on the first page of this Agreement;
- 1.5 **"Eligible Activity"** has the same meaning as in Schedule A;
- 1.6 **"Eligible Participant"** has the same meaning as in Schedule A;
- 1.7 **"Final Report"** means a report provided by the Sponsor to the Minister which describes the results of the Project undertaken by the Sponsor;
- 1.8 **"Intern"** has the same meaning as "Eligible Participant" and is used interchangeably therewith;
- 1.9 **"Minister"** means the Minister responsible for the department of Agriculture and Agri-Food Canada and includes any person(s) authorized to act on the Minister's behalf;
- 1.10 **"Period of Employment"** means the period beginning [enter start date] and ending on [enter end date];
- 1.11 **"Sponsor"** means [enter name of Sponsor]; and

2.0 OBJECTIVE

- 2.1 This Agreement provides a Contribution to the Sponsor for the internship of the Eligible Participant beginning on **[enter start date]** _____ and ending on **[enter end date]** _____, in order for the Sponsor to complete the Project, as well as to fulfill reporting and other responsibilities described in this Agreement.
- 2.2 The expected results of this Agreement are:
- (a) to facilitate the transition of highly skilled young people to a rapidly changing labour market by assisting them in acquiring relevant experience in the scientific and technological fields of agriculture and agri-food; and
 - (b) to increase the supply of highly qualified people with the skills required to meet the needs of the knowledge economy.

3.0 MANAGEMENT OF THE AGREEMENT

3.1 Obligations of the Parties

3.1.1 The Minister shall:

- (a) make payments to the Sponsor pursuant to the terms and conditions of this Agreement.

3.1.2 The Minister may:

- (a) provide guidance to the Sponsor in preparing employment reports, progress reports, annual performance management reports, communications and other material related to this Agreement and in developing a framework for the performance evaluation report(s); and
- (b) conduct a Program evaluation during or after completion of the Project in order to assess whether the objectives of the Program have been respected

3.1.3 The Sponsor shall:

- (a) undertake the activities of the Project as described in the Project Proposal;
- (b) provide a Final Report to the Minister;
- (c) at the end of each Eligible Participant's internship, provide to the Minister an evaluation form completed by the Eligible Participant ;
- (d) assume all responsibilities and obligations of an employer with respect to the Eligible Participant, including the timely payment of wages; and
- (e) comply with all the terms and conditions of this Agreement and the schedules attached thereto.

4.0 FINANCIAL PROVISIONS

4.1 Federal Contribution

4.1.1 The Minister shall make a Contribution to the extend of twelve thousand dollars (12 000\$) covering the Eligible Costs (set out in clause 4.2 below) incurred between **[insert start date of internship]**_____ and **[insert end date of internship]**_____. Payment of the Contribution shall be subject to:

- (a) an appropriation from Parliament for the Fiscal Year in which the Contribution is to be made;
- (b) the terms and conditions of this Agreement, including but not limited to clause 4.5.1; and
- (c) receipt by the Minister of the Final Report and completed Eligible Participant evaluation form.

4.2 Eligible Costs

4.2.1 For the purposes of this Agreement the following costs are eligible for reimbursement by the Minister:

- (a) wages paid to the Eligible Participant;

4.3 Costs that are Not Eligible

4.3.1 For the purposes of the Agreement, the following costs are not eligible:

- (a) all other costs other than the Eligible Costs referred to above, including any expense that, at the discretion of the Minister, is deemed to be ineligible.

4.4 Reimbursement of Costs

4.4.1 Subject to subsection 4.1.1, the payment of the Contribution shall be in the form of the reimbursement of eligible costs actually incurred by the Sponsor in accordance with the terms of this Agreement. The Minister shall pay fifty percent (50%) of the Contribution upon receipt of proof, satisfactory to the Minister, of the payment of fifty percent (50%) of the total wages to the Eligible Participant. The Minister shall pay the remaining portion of the Contribution at the end of the Project upon receipt of the following:

- (a) proof, satisfactory to the Minister, of payment of wages to the Eligible Participant; and
- (b) a Final Report, satisfactory to the Minister; and
- (c) audited financial statements related to the Project.

4.5 **Set-off**

4.5.1 The Sponsor shall declare any amounts owing to the federal Crown under any legislation, any other contribution agreement or any other agreement. The Sponsor acknowledges that any amounts due to the Sponsor pursuant to this Agreement may be set-off against any such amounts owing to the federal Crown.

4.6 **Final Accounting**

4.6.1 The Sponsor shall provide to the Minister a final accounting of expenditures and revenues of the Sponsor related to the Project for the Period of Employment, including outstanding invoices for payment of Eligible Costs incurred as of the last day of the Period of Employment, by no later than sixty (60) days after the end of the Period of Employment

4.7 **Repayment of Overpayments**

4.7.1 The Sponsor shall repay to the Minister any overpayment made under this Agreement as well as any amounts that prior to the expiration or earlier termination of this Agreement have not been used for Eligible Costs. The Sponsor shall declare any overpayment or other amount at the end of the Period of Employment and shall repay such amount within sixty (60) days of the end of the Period of Employment. The Sponsor shall be required to pay interest on any outstanding amount as per the Interest and Administrative Charges Regulations and until repaid such amounts will constitute a debt owing to the Crown and may be subject to a right of set-off.

4.8 **Revenues Relating to Federal Funds**

4.8.1 The Sponsor agrees that the terms of this Agreement apply to all revenues generated from the Contribution, and these revenues may only be used by the Sponsor to satisfy the objectives of the Project.

4.9 **Revenues Not Related to the Federal Contribution**

4.9.1 Subject to clause 4.8.1, the Sponsor shall have the right to general other revenues, unrelated to the Contribution described in clause 4.1.1 for the Project. No reporting of these other revenues to the Minister shall be required except to the extent that such is contained in the Sponsor's audited financial statements related to the Project.

4.10 **Disposition of Assets**

4.10.1 The Sponsor agrees that upon termination of this Agreement and if directed to do so by the Minister, the assets purchased using the Contribution shall be:

- (a) sold at fair market value and the funds realized from such sales shall be applied to the Eligible Costs related to the Project to offset the Contribution to the Eligible Costs related to the Project;
- (b) turned over to another person or organization designated or approved by the Minister; or
- (c) disposed of in a manner determined by the Minister.

4.10.2 An itemized accounting for all expenses in relation to the disposal of assets and a list of any disposed of items identified in (a), (b) and (c) shall be provided to the Minister within one year of the termination of this Agreement.

5.0 DELIVERY AGENTS

5.1 The Sponsor agrees that any Contribution received by the Sponsor shall not be distributed further through a Delivery Agent.

6.0 RECORDS KEEPING

6.1 The Sponsor shall keep all records, information, databases, audit and evaluation reports and all other documentation, related to activities and deliverables under this Agreement for a period of six years from the date that the final activities under this Agreement are completed.

7.0 AUDIT

7.1 The Sponsor and the Minister agree that periodic compliance audits of the Sponsor may, at the sole discretion of the Minister, be carried out on all of the Sponsor's accounts and records as they relate to the Project by an independent and accredited auditor or other representative appointed by the Minister. The Minister shall pay for any compliance audits undertaken under this clause.

7.2 Where an audit conducted in accordance with subsection 7.1 reveals an area of non-compliance or the Minister is refused access to records or the Sponsor fails to provide the necessary assistance, the Minister may require the Sponsor to develop a plan of action within 30 days of the notice of non-compliance, outlining procedures for corrective action acceptable to the Minister.

8.0 ENVIRONMENTAL ASSESSMENT REQUIREMENTS

8.1 The Minister shall, if deemed necessary, review at the Minister's expense, the environmental impact of the Project and identify the circumstances and conditions under which the Contribution may be withheld or restricted for the purpose of protecting the environment. The scope and terms of this review will be identified by the Minister.

9.0 EVALUATION

9.1 The Minister reserves the right, at any time to conduct an evaluation, or series of evaluations of the Agreement. The cost of these evaluations will be borne by the Minister.

10.0 MEASUREMENT, MONITORING & REPORTING PERFORMANCE

10.1 The Sponsor shall implement a results-based performance management framework as described in the Project Proposal which shall:

- (a) measure the performance of the Sponsor's activities against set performance targets and indicators;
- (b) provide performance indicator information for a project database; and
- (c) provide for a Final Report summarizing program reach, results achieved and resources expended.

10.2 The Sponsor shall track activities performed under the Project. The Minister shall have the discretion to request periodic updates and status reports relating to any aspect of the Project and the Sponsor shall provide such update or report within a period of thirty days from the date of the request.

10.3 The Sponsor shall also make available at no cost to the Minister all data relating to the objectives of this Agreement.

11. COMMUNICATIONS

- 11.1 The Sponsor and the Minister shall cooperate in the planning, development and delivery of public information activities associated with this Agreement.
- 11.2 For the purposes of this clause, the Minister and the Sponsor recognize that all communications involving the Minister must conform to the requirements of the federal Official Languages Act as well as all policies and directions provided by the Commissioner of Official Languages for Canada.
- 11.3 The Parties agree that all public information and advertising activities in connection with this Agreement by either or both Parties shall clearly make reference to this Agreement and shall fully and fairly reflect the contribution of each party and shall be conducted in accordance with the Federal Identity Policy.
- 11.4 Announcements involving the Minister's Contribution under this Agreement or reporting on accomplishments and results arising out of or related to matters covered in this Agreement shall be conducted as follows:
- (a) press releases, announcements and other information written by the Sponsor to the public shall be in accordance with the requirements of the Official Languages Act;
 - (b) all joint announcements considered important by the Minister and the Sponsor, shall be approved by the Minister and by the Sponsor, and shall give equal prominence to both Parties and be issued simultaneously. To ensure proper visibility of both Parties, all joint news releases must contain quotes from the federal Minister and the Sponsor, include the word-mark of both Parties, if any, and list the federal Sponsor contacts;
 - (c) each party shall notify the other in a timely fashion of planned press conferences to facilitate the attendance at these press conferences of both Parties or designated alternates.

12.0 DEFAULT AND TERMINATION

12.1 Default

12.1.1 The Minister may declare a default under this Agreement if any of the following events occur:

- (a) the Sponsor becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors, ceases to actively carry on business, or is subject to an order made or resolution passed for the winding-up of the operations of the Sponsor;
- (b) the Sponsor has submitted false or misleading information to the Minister or has made a false or misleading representation in respect of any matter related to this Agreement, other than in good faith (good faith must be demonstrated by the Sponsor to the Minister's satisfaction);
- (c) any evaluation or audit report discloses material discrepancies that the Minister at his sole discretion judges to be material or the Sponsor fails to take corrective action in accordance with section 7.4; or
- (d) the Sponsor does not comply with a term, condition or undertaking contained in this Agreement.

12.2 Remedies

12.2.1 If the Minister declares that an event of default has occurred, the Minister may, in addition to any other remedy provided by law, exercise one or both of the following remedies:

- (a) suspend the payment of any Contribution;
- (b) require the Sponsor to repay to the Minister all or part of the Contributions made with interest from the date of demand.

12.3 Termination

12.3.1 In the event of default, the Minister reserves the right to immediately terminate this Agreement and take any remedy that he deems necessary. Notwithstanding anything else provided for in this section, the Minister may not terminate this Agreement unless the Minister has served written notice to the Sponsor of the event of default and the Sponsor has failed to remedy the default within a period of thirty (30) days from the date that the written notice was served on the Sponsor. At the expiration of the thirty (30) days, the Minister may terminate this Agreement and rely on any remedy provided for under this Agreement if he deems that the Sponsor has not remedied the event of default to the satisfaction of the Minister.

12.3.2 Notwithstanding the default provisions contained in this Agreement, either Party may terminate this Agreement at any time by giving the other Party sixty (60) days written notice.

13. GENERAL

13.1 **Indemnification:** The Sponsor shall, both during and following the expiry or termination of this Agreement, save harmless and indemnify the Minister, his employees and his agents from and against all claims, losses, damages, costs and expenses or actions or other proceedings made against them in any manner, attributable to any injury, death, damage or loss of property arising or alleged to arise from this Agreement, except to the extent that the injury, death, damage or loss has been caused by the negligence of the Minister, his employees or agents.

13.2 **Representatives of the Parties:** Unless otherwise notified, the representatives of the Parties for the purposes of reporting shall be:

For the Minister: Jocelyne Martineau, Program Officer, 430 Gouin blvd., St-Jean-sur-Richelieu, Qc. J3B 3E6, martineauj@agr.gc.ca, Phone : (450) 346-4494, ext. 182.

For the Sponsor: **(Insert name, title, address, e-mail, phone fax).**

13.3 **Benefits to Public Officials:** No member of the House of Commons of Canada shall be admitted to any share of this Agreement or any benefit arising therefrom .

13.4 **Conflict of Interest Guidelines:** No current or former federal public office holder or federal public servant who is not in compliance with 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 shall derive a direct benefit from this Agreement

- 13.5 **Lobbying:** Any person lobbying on behalf of the Sponsor shall be registered pursuant to the *Lobbyist Registration Act*.
- 13.6 **Minister's Decision:** If any questions arise as to the interpretation of the Agreement relative to the payment of the contribution, the Minister's decision will be final and binding.
- 13.7 **Entirety of Agreement:** This Agreement and all Schedules attached hereto constitute the entire agreement between the Parties. If any inconsistency exists between the Schedules to this Agreement and the provisions of this Agreement, the provisions of this Agreement take precedence.
- 13.8 **Binding Effect:** This Agreement shall be binding on and ensure to the Parties, their successors and permitted assigns.
- 13.9 **Representation:** The Sponsor shall not represent itself, including in any agreement with a third party, as a partner or agent of the Crown.
- 13.10 **No Assignment:** The Sponsor shall not assign this Agreement, in whole or in part, without the written consent of the Minister, which consent may be withheld at the Minister's discretion. Any assignment carried out without such consent is null and void.
- 13.11 **Notice:** Any notice, demand or other communication required to be given to a party to this Agreement shall be in writing and shall be sent by facsimile transmission or personally delivered, and such communication shall be deemed to have been received upon receipt by an agent, representative, employee, or manager of such party, if delivered by hand to the address below, or, if sent by facsimile, on the same day the communication is transmitted to the facsimile number below, if sent prior to 3:00 p.m. Eastern Time on a working day, otherwise on the next working day.

To the Minister at:

Jocelyne Martineau

Program Officer

Agriculture And Agri-food Canada

430 Gouin blvd.

St-Jean-sur-Richelieu, Qc

J3B 3E6

Telephone: (450) 346-4494, ext. 182

Facsimile: (450) 346-7740

Email: martineauj@agr.gc.ca

To the Sponsor/Employer at:

[Contact Name]

[Contact Title]

[Organization 's Name]

[Street Address]

[City], [Province]

[Postal Code]

Telephone: _____

Facsimile: _____

Email : _____

13.12 Access to Information and Privacy:

13.12.1 The Sponsor acknowledges that the Minister is subject to the *Access to Information Act* and that nothing in this Agreement shall be interpreted so as to preclude the Minister from disclosing information that the Minister may be required or ordered to disclose under the *Access to Information Act*, or otherwise, pursuant to any applicable legislative requirement or any order of a court or other tribunal having jurisdiction.

13.12.2 he Sponsor acknowledges that the Minister is bound by the *Privacy Act* regarding the protection of personal information as defined in the *Privacy Act*. The Sponsor and anyone who works with or for the Sponsor shall keep confidential, during and after the effective term of this Agreement, any personal information collected, created or handled under this Agreement, including but not limited to, personal information relating to the Eligible Participant and their employment history. In order to comply with the *Privacy Act*, the Minister requires and the Sponsor shall ensure that the Eligible Participant completes the Consent to Disclosure of Information set out in Schedule D.

13.12.3 In order to comply with the Privacy Act as well as the Minister*s obligations under other agreements related to the YES, the Minister requires and the Sponsor shall ensure that the Eligible Participant completes the Consent to Disclosure of Information set out in Schedules E and F.

14.0 DURATION AND AMENDMENT

14.1 This Agreement shall commence on **[insert day, month, year of start date]** _____ and shall terminate on **[insert appropriate end date]** _____. All Project activities undertaken under this Agreement must be approved by **[insert day, month, year]** _____ and completion dates for the said activities shall not extend beyond **[Insert appropriate date]** _____.

14.2 Notwithstanding anything else in this Agreement, the rights or obligations set out in clauses 3.1.2(b), 3.13(c), 4.4.1, 4.6.1, 4.7.1, 4.10.1, 4.10.2 and in Articles 6 and 7 will survive the expiration or earlier termination of this Agreement.

14.3 This Agreement may be amended by agreement of the Parties expressed in writing.

This Agreement is duly executed on behalf of Her Majesty the Queen in Right of Canada and the Minister of Agriculture and Agri-Food by a duly authorized representative and on behalf of the Sponsor **[insert name]** _____ by its duly authorized officers.

EXECUTED FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA BY:

SEALED AND DELIVERED BY:

Signature for AAC

Witness

[insert federal official's title] on behalf Of the
Minister of Agriculture and Agri- Food Canada

Date

SEALED AND DELIVERED BY:

Witness

[insert title of official signing for Sponsor]

Date