



(COMMUNITY COORDINATOR AGREEMENT)

OPPORTUNITIES FUND FOR PERSONS WITH DISABILITIES PROGRAM

CONTRIBUTION AGREEMENT

Articles of Agreement

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of
Human Resources and Skills Development**

AND

(hereinafter referred to as the "Recipient")

Whereas Canada conducts a program known as the Opportunities Fund for Persons with Disabilities (the "Opportunities Fund") under which financial assistance may be provided to support activities designed to assist persons with disabilities to prepare for, obtain and keep employment or become self-employed;

Whereas the Recipient has requested funding to manage and coordinate the implementation of projects and activities that qualify for support under the Opportunities Fund, as described in the Project proposal attached as Schedule A to this Agreement;

And Whereas Canada has agreed to make a contribution to the Recipient to assist it in carrying out its Project proposal on the terms and conditions set out herein;

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

Agreement

1. The following documents and any amendments relating thereto form the Agreement between Canada and the Recipient:
 - a) these Articles of Agreement;
 - b) the document attached hereto as Schedule A and entitled "Description of Project";
 - 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 "General Conditions";
 - f) the document attached hereto as Schedule E and entitled "Information Requirements"; and
 - g) the document attached hereto as Schedule F and entitled "Additional Conditions".

Interpretation

2. Unless the context requires otherwise, the expressions listed below have the following meanings for the purposes of this Agreement:

"contribution" means monies which may be payable by Canada to the Recipient pursuant to this Agreement;

"eligible costs" means the costs described in Schedule B, incurred by the Recipient in carrying out the Project;

"Employment Insurance (EI) client" means an unemployed person

- a) who at the date of their request or application to participate in the Project is a claimant for whom a benefit period has been established under the Employment Insurance Act; or
- b) who is a former claimant whose benefit period ended:
 - i) within the three year period immediately preceding the date of their request or application to participate in the Activity; or
 - ii) within the five year period immediately preceding the date of their request or application to participate in the Activity if they received maternity or parental benefits during their benefit period, subsequently withdrew from active participation in the labour force to care for their new-born or adopted children and are seeking to re-enter the labour force;

"eligible participant" means a person with a disability who, at the time of their request or application to participate in a Project activity, is

- a) unemployed, and
- b) legally entitled to work in Canada, and
- c) not an EI client, unless their participation is approved by Canada;

"fiscal year" means the period beginning on April 1 in one calendar year and ending March 31 in the next calendar year;

"person with a disability" means a person who self-identifies as having a permanent physical or mental impairment that restricts his or her ability to perform daily activities;

"Project Period" means the period commencing on [the date of execution of the Agreement by Canada] _____ and ending _____

"Project" means the activities described in Schedule A to this Agreement.

Purpose of Agreement

- 3. The purpose of this Agreement is to set out the terms and conditions of Canada's contribution to the Recipient to enable it to carry out the Project.

The Project

- 4. The Project consists of the activities described in Schedule A to assist persons with disabilities in preparing for, obtaining and keeping employment.
- 5. When providing financial assistance directly to an eligible participant or to an organization under the Project, the Recipient shall ensure that there is a written agreement that describes the obligations of the eligible participant or organization, as the case may be, and outlines the conditions under which the financial assistance will be provided.
- 6. (1) A written agreement with an eligible participant shall include the following:
 - (a) the name of the eligible participant;
 - (b) a clear description of activity to be undertaken by the eligible participant;
 - (c) the purpose of the financial assistance (to support the participant in carrying out the activity) and the expected outcomes or results of the activity;
 - (d) the date of signing and the duration of the agreement
 - (e) the costs of the activity that are eligible for reimbursement and the maximum amounts of financial assistance payable in respect of those costs; and
 - (f) a requirement on the part of the eligible participant to repay the amount of any financial assistance provided to which the eligible participant is not entitled. The agreement should specify that amounts to which the eligible participant is not entitled include the amount of any payments made to the eligible participant in error, the amount of any payments made to the eligible participant for costs in excess of the amount actually incurred for those costs, and the amount of any payments that were used for costs that were not eligible for reimbursement under the agreement.
 - (g) a requirement that the eligible participant immediately inform the Community Coordinator of any change in address.
- (2) A written agreement with an organization shall include the following:
 - (a) an identification of the organization (proper legal name);
 - (b) a clear description of the activity to be carried out by the organization;
 - (c) a description of the purpose of the financial assistance (ie. to support the organization in carrying out the Project activity) and the expected outcomes or results;
 - (d) the date of signing and the duration of the agreement
 - (e) where the activity involves the organization providing assistance to participants, a requirement that the organization, prior to accepting a participant for the activity,
 - (i) verify that the participant is a person with a disability who is unemployed, legally entitled to work in Canada and requires assistance to prepare for, obtain and keep employment or become self-employed, and
 - (ii) verify, in accordance with procedures prescribed by Canada, whether or not the participant is an EI client, and, where it is determined that the participant is an EI client, obtain the approval of Canada of their participation in the activity;
 - (f) a description of the costs of carrying out the activity that are eligible for reimbursement from the financial assistance;

- (g) the schedule and basis of payment of the financial assistance;
 - (h) a requirement on the part of the organization to provide periodic reports on the progress of the activity;
 - (i) a provision giving both the Recipient and representatives of Canada the right to audit the books and records of the organization to verify the costs claimed by the organization under the agreement;
 - (j) a requirement for the organization to repay to the Recipient the amount of any overpayments of financial assistance provided to the organization. The agreement with the organization should specify that overpayments to it include the amount of any payments made to the organization in error, the amount of any payments made to the organization for costs in excess of the amount actually incurred by the organization for those costs, and the amount of any payments that were used for costs that were not eligible for reimbursement under the agreement;
 - (k) a requirement that the organization shall, as far as reasonable and practical take advantage of any GST/HST rebates or input tax credits that may be available to it;
 - (l) the requirements set out in section 3 of Schedule E regarding the collection, use, protection, disclosure and disposal of participant information.
7. Upon request, the Recipient shall provide Canada with a copy of all agreements referred to in section 6.
8. The Recipient acknowledges and understands that under the Opportunities Fund, individuals who are eligible to receive assistance under the Project are restricted to those who qualify as "eligible participants" as defined in section 2 of this Agreement. For greater certainty, the Recipient acknowledges and understands that persons who are EI clients do not qualify as "eligible participants" under the Opportunities Fund program unless their participation in a Project activity has been approved by Canada.
9. The Recipient shall exercise due diligence in carrying out the Project by taking appropriate measures for ensuring compliance by eligible participants and organizations with the terms and conditions of the Recipient's agreements with them. Such measures should include:
- (a) monitoring the activities through periodic visits to the activity sites and other means such as telephone calls to the organizations or eligible participants and questionnaires,
 - (b) undertaking periodic audits to verify that costs claimed were actually incurred and were in accordance with the agreements, and
 - (c) making all reasonable efforts to recover any overpayments made to the organizations or eligible participants, as the case may be, under the agreements.
- 10.(1) The Recipient is responsible for :
- (a) making appropriate deductions of income tax from financial assistance it provides to eligible participants;
 - (b) paying the tax to the Canada Revenue Agency and;
 - (c) issuing appropriate tax receipts (T4A) in respect of such payments.
- (2) The Recipient is not required to make deductions of income tax in respect of financial assistance it provides to an eligible participant to support the costs of disability related devices or arrangements.
11. The Recipient shall put in place written operational policies and procedures relating to the financial management of the Contribution and the oversight of the Project activities and administration of its funding agreements relating thereto, and shall provide a copy of those policies and procedures to Canada.

The Contribution

12. Subject to the terms and conditions of this Agreement, Canada agrees to make a contribution to the Recipient towards the eligible costs of the Project of an amount not exceeding \$ _____
13. Except for any cost of the financial and performance audit report required under paragraph 19 which may be incurred after the Project Period, no costs incurred before or after the Project Period are eligible for reimbursement under this Agreement. For greater certainty, Eligible Costs do not include
- (a) any payments by the Recipient to an eligible participant or organization during the Project Period in respect of the costs of a Project activity that were incurred by the eligible participant or organization before the Project Period or that are accruing and due after the Project Period, and
 - (b) any administration costs incurred by the Recipient before or after the Project Period, other than the cost of the financial and performance audit.

Other Sources of Project Funding

[Option 1] {Delete if not applicable}

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

[Option 2] {Delete if not applicable}

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

- 1. \$ _____ From _____
- 2. \$ _____ From _____
- 3. \$ _____ From _____
- 4. \$ _____ From _____
- 5. \$ _____ From _____

15. The Recipient agrees to inform Canada promptly in writing of any additional financial assistance to be received for the Project other than that referred to in Section 14.

16. Where the Recipient receives any additional financial assistance referred to in Section 15, 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 amount.

Upon receipt of notice to repay under this section, the Recipient agrees to repay the amount as a Debt due to Canada.

17. At the end of the Project Period, the Recipient shall provide Canada with a statement signed by a senior official of the Recipient, certifying the amounts of financial assistance received from other sources during the Project Period to assist it in carrying out the Project.

Declaration Regarding Amounts Owed in Default to the Government of Canada

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

Warranty of Authority

19. The Recipient warrants that any representative who signs this Agreement on behalf of the Recipient has the authority to sign the Agreement [and to bind the members of the Recipient], and agrees to provide Canada with such evidence of that authorisation as Canada may reasonably require.

Entire Agreement

20. This Agreement, including Schedules A, B, C, D, E and F attached hereto, constitutes the entire agreement between the Recipient and Canada with respect to its subject matter and supercedes 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

21. This Agreement shall be governed by and construed in accordance with the laws of Canada and the Province/Territory of [insert the name of the province or territory where the project activities will take place]

SIGNED FOR CANADA

By: _____ Date _____

SIGNED FOR RECIPIENT

By: _____ Date _____

SIGNED FOR RECIPIENT

By: _____ Date _____



File Number

SCHEDULE A

Opportunities Fund For Persons with Disabilities

NAME OF EMPLOYER / SPONSOR		LEGAL NAME OF EMPLOYER / SPONSOR		
MAILING ADDRESS				
CITY/TOWN		E-mail Address		
PROVINCE	POSTAL CODE	AREA CODE TELEPHONE NO. () -	AREA CODE FAX NO. () -	
NAME OF CONTACT PERSON		TELEPHONE NO. (If different from above) () -	No. OF EMPLOYEES / WORKERS AFFECTED	
LOCATION OF ACTIVITY				
DURATION OF ACTIVITY	YYYY-MM-DD	YYYY-MM-DD	YYYY-MM-DD	YYYY-MM-DD
	FROM	TO	AND FROM	TO
OBJECTIVE / DESCRIPTION OF ACTIVITIES / TARGETED CLIENTELE / EXPECTED RESULTS				

FOR AMENDMENTS ONLY	
REASON FOR AMENDMENT	<input type="checkbox"/> INCREASE <input type="checkbox"/> DECREASE
	AMOUNT \$

INITIALS OF SIGNATORIES TO THE AGREEMENT					
_____	_____	_____	_____	_____	_____
EMPLOYER/SPONSOR	DATE	EMPLOYER/SPONSOR	DATE	COMMISSION/DEPARTMENT	DATE

The information that you provide is collected under the auspices of Social Development Canada for the purpose of administering employment programming. The information collected will be subject to the Access to Information Act. The information will be placed in Program Record Number HRDC - HRI 293.



File Number

SCHEDULE A
DESCRIPTION OF PROJECT

INITIALS OF SIGNATORIES TO THE AGREEMENT

_____	_____	_____	_____	_____	_____
EMPLOYER/SPONSOR	DATE	EMPLOYER/SPONSOR	DATE	COMMISSION/DEPARTMENT	DATE



SCHEDULE A (CONTINUED)

ANNEXE A (SUITE)

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INITIALS OF SIGNATORIES TO THE AGREEMENT

EMPLOYER/SPONSOR	DATE	EMPLOYER/SPONSOR	DATE	COMMISSION/DEPARTMENT	DATE



SCHEDULE A (CONTINUED)

ANNEXE A (SUITE)

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INITIALS OF SIGNATORIES TO THE AGREEMENT

EMPLOYER/SPONSOR DATE EMPLOYER/SPONSOR DATE COMMISSION/DEPARTMENT DATE



SCHEDULE A (CONTINUED)

ANNEXE A (SUITE)

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INITIALS OF SIGNATORIES TO THE AGREEMENT

_____	_____	_____	_____	_____	_____
EMPLOYER/SPONSOR	DATE	EMPLOYER/SPONSOR	DATE	COMMISSION/DEPARTMENT	DATE

OFFICIAL USE - RÉSERVÉ À L'ADMINISTRATION	
FILE NUMBER N° DE DOSSIER	AMEND. NO. N° DE LA MOD.

FOR FORMER IAS ONLY - ANCIEN SAAI SEULEMENT			
TYPE OF EMPLOYMENT ADJUSTMENT AGREEMENT GENRE D'ACCORD D'ADAPTATION DE LA MAIN-D'OEUVRE		78 BUSINESS LINES SECTEURS D'ACTIVITÉ	79 TYPE OF AGREEMENT GENRE D'ACCORD

FOR USE WHEN NO APPLICATION HAS BEEN COMPLETED - À UTILISER DANS LES CAS OÙ AUCUNE DEMANDE N'A ÉTÉ PRÉSENTÉE			
80 RECOMMENDED BY - RECOMMANDÉ PAR	81 DATE	82 APPROVED BY - APPROUVÉ PAR	83 DATE

FOR AMENDMENTS ONLY - POUR MODIFICATIONS SEULEMENT	
REASON FOR AMENDMENT RAISON DE LA MODIFICATION	<input type="checkbox"/> INCREASE AUGMENTATION <input type="checkbox"/> DECREASE DIMINUTION
	AMOUNT MONTANT \$

84 INITIALS OF SIGNATORIES TO THE AGREEMENT - INITIALES DES SIGNATAIRES DE L'ACCORD					
EMPLOYER/COORDINATOR EMPLOYEUR/COORDONNATEUR	DATE	EMPLOYER/COORDINATOR EMPLOYEUR/COORDONNATEUR	DATE	COMMISSION/DEPARTMENT COMMISSION/MINISTÈRE	DATE

The information you provide is collected under the auspices of Human Resources and Skills Development for the purpose of administering employment programming. The information collected will be subject to the Access to Information Act. The information will be placed in Program Record Number HRSDC - HRI 293.

Les renseignements fournis dans le présent document sont recueillis sous l'autorité de Ressources humaines et Développement des compétences aux fins de l'administration de la programmation d'emploi. Les renseignements obtenus seront sujets à la Loi d'accès à l'information. Les renseignements obtenus seront conservés dans le dossier de programme RHDCC - IRH 293.



File Number

**SCHEDULE B
ELIGIBLE COSTS**

INITIALS OF SIGNATORIES TO THE AGREEMENT

EMPLOYER/SPONSOR

DATE

EMPLOYER/SPONSOR

DATE

COMMISSION/DEPARTMENT

DATE



SCHEDULE B GUIDELINES

The list of eligible costs are guidelines only. 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 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 recipient and/or other partners, those costs should be clearly delineated on the Schedule B.

The Recipient's Eligible Costs which may be reimbursed under this Agreement are

- (i) the payments of financial assistance described below in Part A of this Schedule to eligible participants and organizations, and
- (ii) the administration costs described below in Part B of this Schedule incurred by the Recipient in carrying out its responsibilities under the Agreement.

Part A: Payments of Financial Assistance

1. Subject to sections 3 to 5 of this Part, the following payments of financial assistance made by the Recipient to eligible participants and organizations in support of Project activities are Eligible Costs:
 - a) the cost of allowances paid to an eligible participant to cover all or a portion of the living expenses of the eligible participant while participating in the activity;
 - b) all or a portion of the costs of specialized services, arrangements or equipment, dependant care, transportation and accommodation to facilitate the participation of an eligible participant in an activity;
 - c) all or part of the cost of tuition for a course or program of instruction provided to an eligible participant where the course or program of instruction is part of the activity;
 - d) where the activity involves employment of an eligible participant by an employer, the cost of the wage subsidy to the employer for participant wages and related employer costs required by statute (such as employer CPP contributions, employer premiums for Employment Insurance, vacation pay, worker's compensation assessments);
 - e) where the activity involves a project carried out by an organization, the organization's overhead costs related to planning, organizing, operating, delivering and evaluating the activity (including wages for administrative staff of the organization and related employer costs required by statute (such as employer CPP contributions, employer premiums for Employment Insurance, vacation pay workers' compensation assessments), licences, permits, fees for professional services, disbursements for research or technical studies, costs related to research subjects, bank interest, utilities, materials, supplies, travel, insurance, rental of premises), leasing or purchase of equipment costs, and the costs of accounting and audits, legal services, evaluations and assessments.
2. For greater certainty, any costs not specifically described above as eligible are not Eligible Costs. By way of example only, costs that are not eligible include the following:
 - a) entertainment costs
 - b) club memberships
 - c) fines or penalties
 - d) depreciation on fixed assets
 - e) directors' fees or honoraria
 - f) capital costs for the construction of a building (other than minor repairs or renovations) or for the purchase of land or buildings
 - g) the cost of the purchase of motor vehicles.
3. Costs described in this Part are Eligible Costs only if they are
 - a) directly related to a Project activity, and
 - b) reasonable.
4. The portion of the cost of any goods and services purchased by an organization that receives financial assistance from the Recipient for which the organization may claim a GST/HST input tax credit or rebate is excluded from Eligible Costs described in this Part.

Part B: ELIGIBLE COSTS

1. Subject to sections 3 and 4, the following costs incurred by the Recipient in carrying out its responsibilities under this Agreement are Eligible Costs:

- a) staff wages;
- b) professional fees;
- c) travel;
- d) capital assets;
- e) audit costs (departmentally mandated);
- f) other activity related direct project costs; ¹
- g) participant wages;
- h) participant tuition costs;
- i) other participant related project costs;
- j) other direct project costs; and
- k) organizational infrastructure costs.

¹Cost categories F and J seem similar and categorizing the cost items in them will require using the Eligible Cost Listing. Other Direct Project Costs (Cost category 10) was created in order to enable the grouping of cost items together which could then form the basis for a flat percentage rate.

2. For greater certainty, any costs not specifically described in section 1 of this Part are not Eligible Costs. By way of example only, costs that are not eligible costs include the following:

- a) entertainment costs
- b) club memberships
- c) fines or penalties
- d) depreciation on fixed assets
- e) directors' fees or honoraria
- f) the cost of the purchase of motor vehicles.

3. Costs described in this Part are Eligible Costs only if they are

- a) directly related to carrying out of the Recipient's responsibilities under the Agreement, and
- b) reasonable.

4. The portion of the cost of any goods and services purchased by the Recipient for which the Recipient may claim a GST/HST input tax credit or rebate is excluded from Eligible Costs. The Recipient shall, as far as reasonable and practical take advantage of any GST/HST rebates or input tax credits that may be available to it.



File Number

SCHEDULE C
TERMS OF PAYMENT- ADVANCE PAYMENTS

(Do not use this Schedule if Progress Payments are to be made)

Payments by Canada to the Recipient on account of the contribution shall be made as follows:

Option 1 - (annual value of contribution up to \$100,000)

{Delete if not applicable}

- 1. Following receipt of a forecast of cash flow requirements for the Project satisfactory to Canada in form and detail, Canada will make an initial advance of \$...
* covering the Recipient's estimated financial requirements for the first ... months of the Project Period.
[...insert amount up to 90% of the annual contribution if the annual value of the contribution is under \$25,000: insert amount up to 75% of the annual contribution if the annual value of the contribution is between \$25,000 to \$100,000]
2. Upon receipt of an updated forecast of cash flow requirements following the initial advance payment, Canada may, subject to section 3, make subsequent ... advance payments covering the Recipient's financial requirements for each ... during the Project Period following the initial advance payment period.
3. Payment of the third and each subsequent advance is conditional upon the submission by the Recipient of a financial claim, in a form satisfactory to Canada and certified by a senior officer of the Recipient satisfactory to Canada. Each financial claim shall contain the following information in respect of the advance payment period ending one payment period prior to the period for which the advance in question is to be paid:
(a) a detailed list of the Eligible Costs incurred and paid during the period claimed,
(b) where Canada's contribution covers only a portion of the Project costs, a detailed list of all Project expenditures incurred and paid during the period claimed;
(c) such substantiating documentation as may be required by Canada, including copies of any financial, project or participant documentation;
(d) a statement signed by an officer of the Recipient or other person satisfactory to Canada certifying that all Eligible Costs claimed are in accordance with the Agreement; and
(e) a report on the progress of the Project describing the work completed to date.
4. Canada may withhold up to ... % of the contribution until after the Project has been completed. The balance of the contribution will be paid following receipt and verification of a final claim for payment accompanied by an itemized statement of all eligible costs incurred and paid by the Recipient and a statement certifying that all Eligible Costs claimed are in accordance with the Agreement.
5. In sections 2, the terms "quarter" and "quarterly" refer to a period of three months.

Option 2: (annual value \$100,001 and above)

{Delete if not applicable}

- 1. Following receipt of a forecast of cash flow requirements for the Project satisfactory to Canada in form and detail, Canada will make an initial ... advance of \$...
* covering the Recipient's estimated financial requirements for the first ... of the Project Period.
[*insert amount for the first quarter of the annual contributions if the annual value of the contribution is between \$250,001 and \$500,000. Subsequent advance payments, beginning in the fourth month, will be on a monthly basis: insert amount for the first month of the annual contribution if the annual value is over \$500,000. Subsequent advances will be on a monthly basis]
2. Following the initial advance payment, Canada will, subject to sections 3 to 10, make subsequent ... advance payments covering the Recipient's financial requirements for each ... subsequent during the Project Period.

File Number

3. Payment of the third advance and each subsequent advance is conditional upon the submission by the Recipient of a financial claim for the period covered by the previous advance, in a form satisfactory to Canada and certified by a senior officer of the Recipient. Each financial claim shall contain the following information in respect of that period:
 - (a) a detailed list of the Eligible Costs incurred and paid during the period claimed;
 - (b) where Canada's contribution covers only a portion of the Project costs, a detailed list of all Project expenditures incurred and paid during the period claimed;
 - (c) such substantiating documentation as may be required by Canada, including copies of any financial, project or participant documentation;
 - (d) a statement signed by an officer of the Recipient or other person satisfactory to Canada certifying that all Eligible Costs claimed are in accordance with the Agreement; and
 - (e) a report on the progress of the Project describing the work completed to date.
4. If there is a variance between the forecasted cash flow requirements and the actual income/expenditures for any given payment period exceeding 15%, the Recipient shall furnish Canada with a revised forecast of cash flow requirements. The Recipient also agrees to furnish Canada with an updated forecast of cash flow requirements at such other times as may be requested by Canada.
5. If the amount of the advance payment for a period exceeds the amount of the Eligible Costs incurred and paid 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 an advance is payable prior to the end of a fiscal year covering an advance period that extends into the following fiscal year, the advance will normally be made in two installments. One advance payment will cover the estimated Eligible Costs to be incurred during the portion of the advance period ending March 31, and the second advance payment, which will be issued at the beginning of April, will cover the estimated Eligible Costs to be incurred for the period beginning April 1. In exceptional circumstances, an advance may be made prior to the end of the fiscal year. This advance must not exceed the expenditures expected to be incurred by the sponsor during April.
7. Canada may withhold any payment pending the completion of any audit of the Recipient's books and records undertaken by Canada under this Agreement.
8. Where quarterly advances are being made to the Recipient, Canada may, in its absolute discretion, alter the frequency of such advance payments at any time by providing 30 days notice in writing, and change them to a monthly basis.
9. Canada may withhold up to 10% of the contribution [payable in the last fiscal year of the Project Period] 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 Recipient, and
 - (b) receipt of any auditor's report or other report that may be required to be submitted by the Recipient under the terms of this Agreement.
10. Verification by Canada of the claim for final payment may include, if deemed advisable by Canada, the conduct of an audit of the Recipient's books and records to verify the amount of the costs of the Project and the costs for which the Recipient has claimed payment under this Agreement.
11. In sections 1, 2 and 8, the terms "quarter" and "quarterly" refer to a period of three months.

INITIALS OF SIGNATORIES TO THE AGREEMENT					
_____	_____	_____	_____	_____	_____
EMPLOYER/SPONSOR	DATE	EMPLOYER/SPONSOR	DATE	COMMISSION/DEPARTMENT	DATE



File Number

SCHEDULE C
TERMS OF PAYMENT - PROGRESS PAYMENTS

{Delete if not applicable}

- 1. Canada will reimburse the Recipient in respect of the Eligible Costs incurred on the basis of financial claims which shall:
a) be made (Delete "monthly" or "quarterly", as appropriate.)
b) provide a detailed list of the Eligible Costs incurred and paid during the period claimed;
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 period claimed;
d) be supported by such substantiating documentation as may be required by Canada, including copies of any financial, project or participant documentation;
e) include a statement signed by an officer of the Recipient or other person satisfactory to Canada, certifying that all Eligible Costs claimed are in accordance with the Agreement; and
f) be accompanied by a 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 Recipient, and
b) receipt of a final report on the progress of the Project describing the work completed as of the end of the Project Period, and
c) receipt of any auditor's report or other report that may be required to be submitted by the Recipient under the terms of this Agreement.
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 Recipient's books and records to verify the amount of the costs of the Project and the costs for which the Recipient has claimed payment under this Agreement.

INITIALS OF SIGNATORIES TO THE AGREEMENT
EMPLOYER/SPONSOR DATE EMPLOYER/SPONSOR DATE COMMISSION/DEPARTMENT DATE



SCHEDULE D GENERAL CONDITIONS

Management and Supervision of Eligible OF Activities

1. The management and supervision of the Project are the sole and absolute responsibility of the Recipient. The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of Canada.

Non-liability of Canada

2. (1) 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 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.
(2) Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Project Period and Canada shall have no responsibility for any eligible costs of the Project incurred before or after the Project Period or that exceed the maximum contribution payable under the Agreement.
(3) Canada shall not be liable for any injury to or loss suffered by the Recipient or any employee, officer, agent or contractor of the 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.

Payment Subject to Parliamentary Appropriation and Continuing Allocation of Funding by Treasury Board

3. 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, or in the event that Parliament reduces the overall level of funding for the programs of the Human Resources and Skills Development Canada for any fiscal year in which payment is to be made under the Agreement, Canada may terminate the Agreement in accordance with the termination provisions of this Agreement or reduce the amount of its contribution payable under the Agreement in that fiscal year.
4. Where, pursuant to section 3, Canada intends to reduce the amount of its contribution under the Agreement, it shall give the Recipient not less than _____ days notice of its intention to do so.

Lobbying Act

5. The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement and who is required to be registered pursuant to the Lobbying Act R.S. 1985 c. 44 (4th Supplement), as amended from time to time, was registered pursuant to that Act at the time the lobbying occurred.
6. (1) The Recipient certifies that it has not directly or indirectly paid or agreed to pay and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this Agreement to any person other than an employee acting in the normal course of the employee's duties.
(2) All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiating of the Agreement shall be subject to the accounts and audit provisions of this Agreement.
(3) If the Recipient certifies falsely under this section or is in default of the obligations contained therein, Canada may either terminate this Agreement under termination for default provisions of this Agreement or recover from the Recipient by way deduction from the contribution or otherwise the full amount of the contingency fee.
(4) For the purposes of this section,
"contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining this Agreement or negotiating the whole or any part of its terms;
"employee" means a person with whom the Recipient has an employer/employee relationship;
"person" includes an individual or group of individuals, a corporation, a partnership, an organization, an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to Section 5 of the Lobbying Act R.S. 1985 c. 44 (4th Supplement), as amended from time to time.

Conflict of Interest

7. No member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.
8. It is a term of this Agreement that no individual, for whom the post-employment provisions of the *Conflict of Interest Act*, S.C. 2006, c. 9, s.2 or the *Values and Ethics Codes 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.
9. The Recipient shall ensure that it has in place a policy to prevent conflicts of interest within its organization in carrying out its roles and responsibilities under this Agreement. The Recipient shall also ensure that every organization receiving financial assistance from the Recipient in support of a Project activity has a policy in place to prevent conflicts of interest in the management of the financial assistance provided to it by the Recipient.

Financial Records and Right of Canada to Audit

10. (1) The Recipient shall keep proper books of account and records, in accordance with generally accepted business and accounting practices, of the financial management of the Contribution.
- (2) During the Project Period and for a period of six (6) years following the Project Period or termination of the Agreement, if earlier, the Recipient shall make the books, accounts and records available at all reasonable times for inspection and audit by representatives of Canada to ensure compliance with the terms and conditions of this Agreement and verify costs claimed by the Recipient as Eligible Costs. The 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.
- (3) This section shall survive the termination of this Agreement.

Disposition of Assets

11. (1) The Recipient shall preserve any assets costing \$1,000 or more acquired with the contribution and use them for the purposes of the Project during the Project Period unless:
 - a) Canada authorizes their disposition;
 - b) replacement of assets subject to wear is necessary; or
 - c) assets which have become outdated require replacement.
- (2) At the end of the Project Period, or upon termination of this Agreement, if earlier, the 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 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 another person or organization designated by Canada; or
 - c) direct that the assets be disposed of in any other way that Canada may decide; or
 - d) permit the Recipient to retain the assets if the Recipient intends to continue the Project and if the Recipient satisfies Canada that such assets are required for the continuation of the Project,and where a direction is made under paragraph (a), (b) or (c), the Recipient undertakes and agrees to comply with such direction.

Default

12. (1) The following constitute Events of Default:
 - a) the 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 Recipient, or the Recipient is dissolved;
 - c) the Recipient ceases to operate;
 - d) the 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 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 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 Recipient;
 - g) in the opinion of Canada, there is a material adverse change in risk in the Recipient's ability to carry out the Project.
- (2) If an Event of Default occurs, Canada, without restricting any remedies otherwise available, may notify the Recipient of the Default 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 15 days of receipt by the 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 Recipient.

- (3) In the event Canada gives the Recipient written notice of default pursuant to paragraph (2)(b), Canada may suspend any further payment under this Agreement until the end of the period given to the Recipient to remedy the Event of Default.
- (4) The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon Canada shall not prevent Canada in any way from later exercising any other right or remedy under this Agreement or other applicable law.

Right of Early Termination of Agreement by Canada

13. (1) Canada may terminate this Agreement at any time without cause upon not less than _____ days written notice of intention to terminate.
- (2) In the event of a termination notice being given by Canada under this section
 - a) the 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 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 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 Recipient and the same are reasonable and properly attributable to the termination of the Agreement.
14. The Recipient shall negotiate all contracts related to the Project, including subcontracts and employment contracts, on terms that will enable the 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 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 12 of this Schedule.

Interest Earned on Advances of the Contribution

15. The Recipient shall account for any interest earned on advances of Canada's contribution. Such interest shall be deemed to be part payment of the Contribution and shall be applied to offset Canada's Contribution in respect of the Eligible Costs.

Repayment Requirements

16. (1) Upon the expiry of the Project Period or upon termination of the Agreement, if earlier, the Recipient shall repay to Canada any amount by which the Contribution paid to the Recipient, together with any interest earned thereon which is deemed to be part payment of the contribution under section 14 of this Schedule, exceeds the amount to which the Recipient is entitled under the Agreement. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include
 - (a) the amount of any unspent advances of the contribution in the hands of the Recipient on expiry of the Project Period or on termination of the Agreement,
 - (b) amounts paid by Canada in error or in excess of the amount of costs actually incurred by the Recipient, and
 - (c) amounts paid by the Recipient in respect of costs which are determined by Canada to be ineligible. For greater certainty, costs of the Recipient that are considered to be ineligible include overpayments of financial assistance made by the Recipient to eligible participants and organizations

Such amounts are debts due to Canada.

- (2) Interest will be charged on overdue repayments in accordance with the Interest and Administrative Charges Regulations made pursuant to Canada's Financial Administration Act, RSC 1985, chapter F-11.

Debt Assignment

17. (1) Further to Section 6. (1) (g) of the Articles of Agreement, every agreement with a recipient shall include:

a requirement for the recipient to immediately inform the Community Coordinator of any change of address; and

a provision stipulating that the Community Coordinator shall have the right to assign any debt owing to it by the Recipient under the agreement to Canada and that upon any such assignment being made, the Recipient shall be indebted to Canada for the entire amount of the debt. The agreement shall further stipulate that, in the event of an assignment of the debt to Canada, Canada shall be entitled to take any recourse available to it to collect debts owing (including, but not limited to, set-off, actions, and recoupment) and shall be entitled to recover any legal costs and applicable interest.
- (2) The "date of establishment of the debt" refers to the date the Community Coordinator obtained written evidence that the recipient has been notified in writing of the debt amount owing.

(3) (A) This section shall apply to all debts arising from agreements between the Recipient and the Community Coordinator.

(B) Canada agrees that it will accept an assignment of the debt owing to the Community Coordinator by a Recipient and will credit the Community Coordinator's indebtedness to Canada under this Agreement with an amount equal to the face value of the assigned debt, provided the following conditions are satisfied:

- a) The Community Coordinator has met all of its obligations to maintain a financial management regime and to prepare and maintain its financial records as set out in this Agreement and has properly approved and identified all funds provided to the Recipient in accordance with the written agreement between the Recipient and the Community Coordinator;
- b) The Community Coordinator has identified the reason(s) for the debt and has, within 60 days of identifying the debt, sent a written notice to the Recipient detailing the amount and reasons for the creation of a debt in accordance with its agreement with the Recipient and that the amounts must be repaid forthwith; and
- c) The Community Coordinator has attempted to collect the debt in a prompt and diligent manner. The Community Coordinator's attempts at recovery, must, at a minimum, include the following:
 - (i) If no response is received within three weeks after the date of the notice of debt (first demand letter), a follow up demand letter must be sent to the Recipient; which will specify that, within six (6) months of the notice of debt, the debt may be assigned to Canada in accordance with the agreement. If a response is received from the recipient, the follow-up demand letter is not required;
 - (ii) The Community Coordinator will have attempted to speak to the Recipient by telephone to discuss the repayment of the debt;
 - (iii) The Community Coordinator must keep copies of all correspondence with the debtor, including the signed acknowledgement of receipt and maintain notes on all telephone calls which will include the date of any calls, name of person contacted, the name and position representing the recipient, summary of the discussion (s), and outcome; and
 - (iv) In the event that a Recipient disputes the amount owing as claimed by the Community Coordinator, the Community Coordinator shall confirm, in writing, the reasons for the debt and shall address the concerns of the Recipient in writing.
- (d) In every case where the Community Coordinator is required under paragraph (b) and (c) above to send demand letters to the participant and/or employer, the Community Coordinator shall obtain written evidence that the participant and/or employer has been identified in writing of the debt and the amount owing.
- (e) The Community Coordinator has provided Canada with the following material within **six months of the establishment of a debt***:
 - (i) a signed copy of the agreement with the Recipient that is being relied upon;
 - (ii) proof of the payments to the Recipient;
 - (iii) an updated statement of account;
 - (iv) a copy of all of the correspondence and notes of telephone conversations related to the debt;
 - (v) a copy of the initial application package by the Recipient to the Community Coordinator;
 - (vi) a certification by the Community Coordinator that the
 - debt is currently legally due and owing to the Community Coordinator;
 - the debt has not been compromised in any way by the Community Coordinator;
 - the Community Coordinator is not aware of any legal or equitable defences to the enforcement of the debt;
 - (vii) A copy of any relevant material that will aid in Canada's enforcement of the debt; and
 - (viii) A copy of any of the record documenting the receipt or notification of the demand letter (s) to the participant and/or employer.

***Even if the Community Coordinator is working with the participant/employer regarding the repayment of the overpayment, these documents must be sent to the local SCC, or for OF National Projects, to NHQ, within 6 months of establishing the debt.**

(4) Upon receipt of the material referred to in 3.B) (d) of this Schedule, Canada will promptly review it to determine whether it is complete and whether or not the conditions in paragraphs 3.B) c) (i), (ii) and (iii) of this Schedule have been satisfied.

Upon completion of its review, Canada will notify the Community Coordinator of its acceptance or non-acceptance of the assignment of the debt. In the event Canada accepts the assignment of the debt, Canada will credit the debt owing to Canada by the Community Coordinator under this Agreement with the amount of the assigned debt.

- (5) Upon notice of acceptance of the debt, Canada will prepare the Assignment of the Debt Agreement and the Notice to Debtor for signature by the Community Coordinator and Canada.
- (6) Once an assignment of the debt has been made, all enquiries from the Recipient must be referred immediately to Canada.
- (7) The Community Coordinator also agrees that it shall use its best efforts to cooperate with Canada in collecting the debt. The Community Coordinator will make its complete records with respect to a debt open for inspection by Canada at any time and will also provide access to its employees in order to investigate the debt. Further, the Community Coordinator agrees and acknowledges that, from time to time, its employees may be required to attend at Court as witnesses.
- (8) If, after the assignment, Canada discovers that the collection of the debt has been compromised by the Community Coordinator or that the facts certified by the Community Coordinator in relation to the debt are incorrect, then it shall provide the Community Coordinator with written notice of same and shall create an overpayment under this agreement in the amount that Canada is not able to collect as a result of any action or inaction of the Community Coordinator.

Official Languages [Delete if not applicable.]

18. 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 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

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

Evaluation

21. Canada will carry out an evaluation of the effectiveness of the Project in meeting the objective of the Opportunities Fund program. The 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 staff and records.

Access to Information

22. Subject to the Access to Information Act, RSC 1985, chapter A-1, all information pertaining to the contribution provided under this Agreement is public information and may be disclosed to third parties upon request under the Act.

Indemnification and Insurance

23. The 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 or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Recipient or its employees, contractors, agents in connection with anything purported to be or required to be provided by or done by the Recipient pursuant to this Agreement or done otherwise in connection with the Project.
24. The Recipient shall protect itself from and against all claims for or involving bodily injury (including personal injury), death or property damage that might arise from anything done or omitted by the Recipient or by any person acting in any capacity for it or on its behalf pursuant to this Agreement.
25. Canada has procured, at its expense, a policy of the comprehensive general liability insurance covering the Recipient, receipt of the summary of which is hereby acknowledged by the Recipient. Canada makes no warranty or representation as to the adequacy of the coverage of the policy. It is understood and agreed that the 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.

Nepotism

- 26.(1) No contribution paid to any participant or wages paid to any administrative staff who is a member of the immediate family of the RECIPIENT, or, if the RECIPIENT is a corporation or unincorporated association, who is a member of the immediate family of an officer or a director of the corporation or unincorporated association, is eligible for reimbursement unless CANADA is satisfied that the recruitment of the participant or the hiring of the administrative staff was not the result of favoritism by reason of membership in the immediate family of the RECIPIENT or officer or director of the RECIPIENT, as the case may be.
- (2) For the purposes of section 25.1, "immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father-in-law, mother-in-law, or relative permanently residing with the RECIPIENT, officer or director, as the case may be.

Informing Canadians of the Government of Canada's Contribution

27. (1) The Recipient shall allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. During this 60 day period, the Recipient shall not make any public announcement of funding, deferring all questions to Canada. After the expiry of the 60 day period, the Recipient may begin its own communication activities for the Project.
- (2) The Recipient shall notify Canada twenty (20) working days in advance of any initial and subsequent official ceremonies related to the announcement of the funding and promotion of the Project. Canada reserves the right to approve the time, place and agenda of the ceremony.
- (3) The Recipient shall notify Canada fifteen (15) working days in advance of any and all communication activities, publications, advertising and press releases planned by the Recipient or by a third party with whom it has an agreement relating to the Project.
- (4) The Recipient shall ensure that any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project.
- (5) The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.
- (6) The Recipient shall cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Project.

Contracting for Goods or Services by Contribution Recipients and the Use of Subcontractors

28. (1) Unless otherwise authorized in writing by CANADA, the 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 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 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 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 Recipient and

- (a) an officer or director of the Recipient;
- (b) a member of the immediate family member of an officer or director of the Recipient, or;
- (c) a business in which an officer or director of the 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 Recipient,

require the prior written approval of CANADA. The 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. It is understood and agreed by the Recipient that the eligible cost of such goods or services shall not exceed fair market value. If requested, the 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 Recipient and CANADA is not obliged to consider the eligibility of any such cost unless access to such records is provided.

- (3) The 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 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 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 of this Agreement.

Notices

29. (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 or fax at the address, or fax number as the case may be, of the receiving party. Canada and the Recipient acknowledge having been provided with the address and, where applicable, the fax number, of each other for the purposes of this section.
- (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 facsimile, one (1) working day after they are sent.

Dispute Resolution

30. (1) Canada and the 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 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 11 of this Schedule.

Licenses and Permits for Project Activity and Compliance with Laws

31. The Recipient shall ensure that prior to the commencement of the Project, all permits, licences, consents and other authorizations that are deemed necessary to permit the carrying out of the Project have been obtained.

Environmental Protection

32. The Recipient, prior to the making a decision to fund a Project activity to be carried out by an organization shall ensure that the carrying out of the activity will cause no harm, or only minimal harm to the environment and that the organization will maintain and implement any and all environmental protection measures ensuring that the harm, if any, will remain minimal and that all standards and rules relating to the environment established by competent authorities are respected.

File Number

No Bribe

33. The Recipient represents and undertakes that no bribe, 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

34. No amendment of any of the of the terms or provisions of the Agreement shall be deemed valid unless it is in writing and signed by the parties.

Non-Assignment of Agreement

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

INITIALS OF SIGNATORIES TO THE AGREEMENT					
_____	_____	_____	_____	_____	_____
EMPLOYER/SPONSOR	DATE	EMPLOYER/SPONSOR	DATE	COMMISSION/DEPARTMENT	DATE



SCHEDULE E INFORMATION REQUIREMENTS

1. To enable Canada to:

- (a) measure the results of the Project and evaluate the Project's success in assisting the eligible participants to prepare for, obtain and keep employment or become self-employed,
- (b) evaluate more generally, the success of the Opportunities Fund in achieving its objective, and
- (c) meet its obligation of accountability to Parliament and the Canadian public for the operation of the Opportunities Fund by reporting on the results of the Opportunities Fund and its success in achieving its objective.

the Recipient shall, subject to Section 2, collect or compile the information listed below in respect of each participant and provide the information to Canada at such times as may be specified by Canada:

Basic Client Information:

Social Insurance Number
Surname
First name
Date of birth
Street address, including apartment number, city, province, postal code
Language spoken (English or French)
Language written (English or French)
SDC Client
Target group identifier: Persons with Disabilities
Opportunities Fund - Eligible Participant (if applicable)
Highest Level of Education

Information Relating to the Eligible Participant's Action Plan

Action Plan Developed By:
Date that the client requested assistance from the Community Coordinator
Date action plan commenced
Date action plan closed
Action plan closed by
Reason for action plan closure
Client status at action plan closure
Action plan is complete or incomplete
Action plan Primary Result (employed/self-employed/not employed)
Action plan Primary Result Date

Information about the Assistance Received by the Eligible Participant pursuant to the Action Plan

Intervention Employability Dimension
Intervention Title
Intervention Language (English or French)
Intervention(s) Start Date(s)
Intervention(s) Finish Date(s)
Intervention Outcome
Contract File Number
HRCC Code

2. When providing financial assistance directly to an eligible participant, the Recipient shall, prior to collecting or compiling the information described in section 1,
 - (a) inform the participant that since funding for the Project has been provided by Canada, Canada needs the information described in Section 1 for the purposes specified in Section 1,
 - (b) if any of the information referred to in Section 1 is also required by the Recipient for the purpose of providing assistance to the participant in carrying out the Project, inform the participant of the purposes for which the Recipient itself intends to use the information,
 - (c) obtain the written consent of the participant to the collection, uses and disclosure of the information, and
 - (d) inform the participant that the information, when provided to Canada, is administered in accordance with the federal *Privacy Act* and the Department of *Social Development Act* and that they have a right under the federal *Privacy Act* to obtain access to that information from Canada.
3. Where the Recipient does not deal directly with eligible participants but provides funding to an organization to support a Project activity, the Recipient shall include the following requirements in its agreement with the organization:
 - (i) a requirement that the organization collect the information listed in section 1 in respect of each eligible participant;
 - (ii) a requirement that the organization inform the participant that it is required to collect the information listed in section 1 because the source of the funding for the activity is a federal contribution to the Recipient and Canada needs the information for the purposes mentioned in section 1,

- (iii) a requirement that the organization inform the participant that the information, when provided to Canada, is protected under the federal Privacy Act and that they have a right under the Privacy Act to obtain access to that information from Canada,
 - (iv) a requirement that the organization obtain the written consent of the eligible participant to the collection, use and disclosure of the information for the purposes described in section 1,
 - (v) a requirement that upon completion of the Project activity, the organization provide the information to the Recipient for transmission to Canada;
 - (vi) a requirement that all participant information referred to in section 1 that is collected or compiled by the organization shall be treated as confidential and that the organization shall take all security measures reasonably necessary for the protection of same against unauthorized release or disclosure, including those set out in any instructions issued by Canada;
 - (vii) a requirement that the organization shall not release or disclose information referred to in section 1 about an eligible participant to any person or body other than Canada and the Recipient for any purpose unless the participant consents to the release or disclosure or unless the person or body is authorized by law to require the organization to provide the information to it;
 - (viii) a requirement that upon expiry or termination of the of the agreement between the Recipient and the organization , the organization shall destroy the information referred to in section 1 unless
 - (a) the organization is required by law to retain any of the information referred to in section 1 for a period of time beyond the date of the expiry or termination of the agreement, or
 - (b) the organization satisfies Recipient that the retention of the information beyond the expiry or termination of the Agreement is required by the organization in order to provide on-going or future employment assistance to the participant and Recipient agrees to the retention of the information for such purpose for an extended period; and
 - (ix) a requirement that during any extended period of retention referred in paragraph (viii), the requirements in paragraphs (vii) and (viii) shall continue to apply to the organization, and at the end of the extended period the organization shall destroy the information or, if the disposal of the information is governed by a law, the information shall be disposed of in such manner as may be prescribed by that law.
4. All participant information referred to in Section 1 collected or compiled by the Recipient either directly from eligible participants or from third parties shall be treated as confidential and the Recipient shall take all security measures reasonably necessary for the protection of same against unauthorized release or disclosure, including those set out in any instructions issued by Canada.
 5. Representatives of Canada shall be entitled to inspect the Recipient's premises at all reasonable times to ensure compliance with the information security requirements of clauses 3 and 4.
 6. Upon expiry or termination of the of this Agreement, the Recipient shall destroy the information collected referred to in this Schedule unless the Recipient is required by law to retain any of the information for a period of time beyond the date of the expiry or termination of the agreement, in which case the Recipient shall destroy the information in accordance with instructions of Canada or if the disposal of the information is governed by a law, the information shall be disposed of in such manner as may be prescribed by that law.
 7. Upon expiry of the Project Period or upon termination of the Agreement, if earlier, the Recipient shall destroy the information referred to in Section 1 in accordance with instructions issued by Canada and in the presence of a representative of Canada , unless
 - (a) the Recipient is required by law to retain any of the information referred to in Section 1 for a period of time beyond the Project Period or beyond the date of termination of the Agreement, if earlier, or
 - (b) the Recipient satisfies Canada that the retention of the information beyond the Project Period or termination of the Agreement, if earlier, is required by the Recipient in order to provide on-going or future employment assistance to the participant and Canada agrees to the retention of the information for such purpose for an extended period.
 8. During any extended period of retention referred in Section 7, Sections 4, 5 and 6 shall continue to apply to the Recipient, and at the end of the extended period the Recipient shall destroy the information in accordance with instructions issued by Canada or, if the disposal of the information is governed by a law, the information shall be disposed of in such manner as may be prescribed by that law. This provision shall survive the termination of this Agreement.

INITIALS OF SIGNATORIES TO THE AGREEMENT					
EMPLOYER/SPONSOR	DATE	EMPLOYER/SPONSOR	DATE	COMMISSION/DEPARTMENT	DATE



File Number

**SCHEDULE F
ADDITIONAL CONDITIONS**

INITIALS OF SIGNATORIES TO THE AGREEMENT					
EMPLOYER/SPONSOR	DATE	EMPLOYER/SPONSOR	DATE	COMMISSION/DEPARTMENT	DATE