Canada Summer Jobs Application / Agreement

Project Number

You must carefully read the Applicant Guide and the attached Canada Summer Jobs Articles of Agreement as you will be required to attest that you have read and understood these documents.

Unless otherwise indicated in the Applicant Guide or on this form, you must complete all parts of the application. Employment and Social Development Canada ("the Department" or ESDC) may refuse applications that are incomplete or contain errors. We will contact you to request any mandatory information if it is missing from your form before determining the eligibility of your application. If you receive such an email, **you must respond within 5 business days of the date on which the email was sent**. If you do not respond before the deadline, we will assess your application with the information on file.

The application and the Applicant Guide identify the information that will be posted publicly on Job Bank. Please pay close attention and keep this in mind when completing your application.

Privacy Notice Statement

Your personal information is collected under the *Department of Employment and Social Development Act* to assess your eligibility for the Canada Summer Jobs (CSJ) program, administer program funding, and meet accountability requirements. Completing this form is voluntary. However, if you do not provide the requested information, your application may not be considered for funding.

Your information may also be used to support the administration or enforcement of other Employment and Social Development Canada (ESDC) programs, including Service Canada programs.

For policy and program analysis, evaluation, and research purposes, ESDC may link this information with information already in its possession. These activities will not result in a decision that affects you.

To assess eligibility, ESDC may review the results of previous CSJ funding agreements and information available in the public domain, such as content on your organization's website or media articles. If your application is eligible, information about your organization may be shared, in accordance with the law, with your member of Parliament. This information may be used to help identify local priorities and notify approved employers. ESDC and members of Parliament may also use the information to promote the program.

Employers approved for funding are listed on the CSJ webpage, and funded job opportunities are posted on Job Bank.

You have the right to have your personal information protected and to request access to or correction of it under the *Privacy Act*. For details about how your personal information is used and disclosed, consult the Personal Information Bank ESDC PPU 706 - Youth Employment and Skills Strategy, listed in Info Source or available at any Service Canada Centre. If you are not satisfied with ESDC's response to your privacy concerns, you can contact the Office of the Privacy Commissioner of Canada.

Part A - Employer Information

1. Canada Revenue Agency Business Number (use payroll deductions (RP) program account number if available) *

2. Legal Name of your organization (as indicated on a document issued by the Canada Revenue Agency) *

3. Operating (Common) Name, mandatory if different from legal name **(This will be posted publicly on Job Bank)**

4. Telephone Number (999) 999-9999 **(This will be posted publicly on Job Bank) ***

5. Organization Type *

Private Sector

- ◯ Financial institution
- ◯ Business, incorporated or unincorporated body
- ◯ Indian Band corporation
- ◯ Private Band Council
- ◯ Private university or college

Not-For-Profit Sector

- ◯ Indigenous not-for-profit organization
- ◯ Not-for-profit Band Council
- ◯ Association of workers or employers, as well as professional and industrial organizations
- ◯ Sector council
- ◯ Community, charitable or voluntary organization
- ◯ Union
- ◯ Non-governmental organization

Public Sector

- ◯ Municipal government or agency
- ◯ Public health
- ◯ Public community college or vocational school
- ◯ Public degree-granting college
- ◯ Public degree-granting university
- ◯ School boards and elementary and secondary institutions
- ◯ Territorial government

Ineligible employers include members of the House of Commons and the Senate or members of their immediate family, Federal Government Departments and Agencies, Provincial Departments and Agencies, organizations that engage in partisan political activities, and organizations that engage in activities that directly or indirectly infringe, undermine, weaken, or restrict the exercise of rights legally protected in Canada. Please also review the list of ineligible projects and job activities contained in the Applicant Guide and section 16.0 of the Articles of Agreement.

6. Organization Email Address **(This will be posted publicly on Job Bank unless a different address is provided in #7 below) ***

7. Email Address for Job Advertisements if different from above **(This will be posted publicly on Job Bank if provided)**

8. Organization Website **(This will be posted publicly on Job Bank if provided)**

*** denotes mandatory field**

9.a) Primary Contact First Name. Please inform us if there are changes to the contact person after submitting your application.*

b) Primary Contact Last Name *

c) Primary Contact Job Title *

d) Primary Contact Telephone Number (999) 999-9999 *

e) Primary Contact Email Address. Our main method of communication with applicants is by email. Please ensure there are no errors in the address provided.*

10. Preferred Language of Communication of Primary Contact *

Spoken: ◯ English ◯ French Written: ◯ English ◯ French

11.a) Secondary Contact First Name. Please inform us if there are changes to the contact person after submitting your application. We recommend providing a secondary contact who is different from the primary contact. *

b) Secondary Contact Last Name *

c) Secondary Contact Job Title *

d) Secondary Contact Telephone Number (999) 999-9999 *

e) Secondary Contact Email Address. Our main method of communication with applicants is by email. Please ensure there are no errors in the address provided.*

12. Preferred Language of Communication of Secondary Contact *

Spoken: ◯ English ◯ French Written: ◯ English ◯ French

13. Year the Organization was Established *

14. Describe your organization's activities. Briefly explain what your organization does, provides, or produces. *

15. Number of Full-Time Employees Working in your Organization's Canadian Locations *

16. Mailing Address of Organization *

Postal Code (A1A 1A1) *

17. Will the main job location be different from your organization mailing address? **The main job location must be a full civic address (street number and name). A post office box (PO Box) cannot be used. ***

◯ Yes — If **Yes**, please provide the main job location and explain why it is different from your mailing address.

Postal Code (A1A 1A1)

◯ No

18. If the participant works at more than one location, are all the locations in the **same** constituency? *
To find your constituency, enter the job location's postal code on the Elections Canada webpage.

◯ Yes — If **Yes**, it is mandatory to provide all addresses including postal codes. **Addresses must be a civic address. They cannot be a post office box (PO Box).**

◯ No — If **No**, please submit a separate application form for each constituency.

19. Do you consent to have the main job location made publicly available on Job Bank? *

◯ Yes — **Yes**, display the full main job location on Job Bank.

◯ No — **No**, only display the name of the city of the main job location on Job Bank.

20. Are the proposed activities directed at members of an official language minority community? Official language minority communities are English-language communities in Quebec and French-language communities outside of Quebec. *

◯ Yes, English-language community in Quebec ◯ Yes, French-language community outside Quebec ◯ No

21. Have you applied or will you apply for other sources of funding to pay for part of the wages for the jobs you are requesting funding for? *

◯ Yes — If **Yes**, enter the name of the source, the amount of financial assistance received or expected for the job requested, and indicate whether the amount is confirmed or not. You must comply with the terms stipulated in Section 8 and Section 13.1(d) of the attached Canada Summer Jobs Articles of Agreement.

Name of the Source	**Amount of Financial Assistance:** Enter an estimate if you do not know the exact amount. ($999,999,999.99)	**Confirmed** (Yes or No)
		◯ Yes ◯ No
		◯ Yes ◯ No
		◯ Yes ◯ No
		◯ Yes ◯ No

◯ No

22. Does your organization owe any amounts to the Government of Canada? (taxes, penalties, overpayments, others.) Refer to Section 13.1(f) of the attached Canada Summer Jobs Articles of Agreement. *

◯ Yes If **Yes**, complete the mandatory fields below for each amount owing, including question 23.

◯ No If **No**, go to question 24.

Amount Owing ($999,999,999.99)	Nature of the Amount Owing (taxes, penalties, overpayments, others.)	Department or Agency to Which Amount is Owed	23. Is a payment plan in place? *
A.			◯ Yes ◯ No
B.			◯ Yes ◯ No
C.			◯ Yes ◯ No
D.			◯ Yes ◯ No

24. Health and Safety Practices *

It is mandatory to have implemented practices to ensure that your work environment is safe. Note that your health and safety practices must apply to all jobs for which you are requesting funding. For more information on health and safety practices, please review the Applicant Guide and section 9.0 of the Articles of Agreement. Additional information can be found under the “Employers” tab on the Young Workers website produced by the Canadian Centre for Occupational Health and Safety.

Have you implemented practices to ensure that your work environment is healthy and safe?

◯ Yes. It is mandatory to identify the health and safety practices you have implemented below:

☐ Workplace Hazardous Materials Information Systems (WHMIS) ☐ Listing Workplace Hazards ☐ Demonstrating Workplace Safety ☐ Providing Necessary Certifications ☐ Providing Job-Specific Safety Training

☐ Conducting Regular Safety Checks ☐ Providing Safety Equipment ☐ Emergency Preparedness and Response Plan

☐ Other (please describe):

◯ No

25. Does your organization have Workers’ Compensation or an equivalent insurance in place for your employees? *

Answering “No” to this question will not invalidate your application. You are responsible for respecting the regulations in your province or territory. For more information, consult the list of Workers’ Compensations boards in Canada on the CCOHS: Workers' Compensation Boards in Canada site.

◯ Yes

◯ No

26. Work Environment *

It is mandatory to provide a work environment with non-discriminatory hiring practices that is free of harassment and discrimination. Note that your work environment policies and practices must apply to all jobs for which you are requesting funding. For more information on work environment policies and practices, please review the Applicant Guide and section 9.0 of the Articles of Agreement.

Have you implemented policies and practices to ensure that your work environment and hiring practices are free of harassment and discrimination?

◯ Yes. It is mandatory to identify the policies or practices you have implemented below:

☐ Hiring policies / practices ☐ Discrimination policies / practices ☐ Harassment policies / practices ☐ Conflict resolution policies / practices ☐ Employee and/or management training

☐ Accessibility and accommodation policies / practices ☐ Employment equity policies / practices ☐ Privacy policies / practices

☐ Other (please describe):

◯ No

Part B - Job Details

Job Details will be posted publicly, including on Job Bank. Please refer to the list of eligible and ineligible job activities in the Applicant Guide before completing this section of the application.

In this section, you must **describe, in order of priority, the jobs you are requesting**, and you must **provide separate information for EACH job title**. If you intend to hire more than one **participant** for the same job title, **describe it only once**. Copy an entire Part B - Job Details section for each additional job title and **attach it to your application** when submitting it. If there is not enough space to appropriately answer a question, you may **answer it on a separate sheet** and attach it to your application when submitting it.

Follow this link for information on the National Occupation Classification (NOC) codes.

27. Job Title *

- ◯ Administrative Assistant (13110)
- ◯ Camp Counsellor (54100)
- ◯ Cashier (65100)
- ◯ Coach (53201)
- ◯ Communications Officer (except emergency services) (11202)
- ◯ Community Service Worker (42201)
- ◯ Customer Service Agent (64409)
- ◯ Early Childhood Educator (42202)
- ◯ Education Program Coordinator (41405)
- ◯ Event Coordinator (12103)
- ◯ Food and Beverage Server (65200)
- ◯ Interpretive Guide – Museum (53100)
- ◯ Kitchen Helper (65201)
- ◯ Landscape Labourer (85121)
- ◯ Lifeguard (54100)
- ◯ Marketing Coordinator (11202)
- ◯ Recreational Programs Coordinator (41406)
- ◯ Project Administration Officer (13100)
- ◯ Research Support Officer (12113)
- ◯ Retail Sales Associate (64100)
- ◯ Social Worker (41300)
- ◯ Sports Coordinator (41406)
- ◯ Tour Guide (64320)
- ◯ Youth Development Coordinator (42201)
- ◯ Youth Worker (42201)
- ◯ Other: _____

If you select “Other” for Job Title, **it is mandatory** to identify a NOC code for the position:

Hourly wage rate for the job (for example, $99.99) **(This will be posted publicly on Job Bank) ***:

Tasks and Responsibilities *

Provide a detailed description of the job tasks and responsibilities. Please refer to Section 16 of the Articles of Agreement for a list of ineligible activities.

If the tasks and responsibilities of the job change after you submit your application or after you are approved for funding, you must inform us. If the change occurs after you are approved for funding, we must approve of the change, otherwise the job may be considered ineligible for funding, as per subparagraph 25.1(1)(f) of the Articles of Agreement.

Work Arrangement *

Indicate the work arrangement planned for this job. The work arrangement must reflect how the tasks will actually be performed, based on the activities described in the application. For more information, please refer to the Applicant Guide.

- ◯ On-site (the employee works at a physical job location)
- ◯ Remote (the employee works from home or another off-site location)
- ◯ Hybrid (the employee works both on-site and remotely)
- ◯ On the road (the employee performs their duties while traveling between locations as part of the job)

If the job will be supervised remotely, how will the supervision take place?

Not applicable to on-site positions. Leave this section blank if the work arrangement is on-site.

Select all that apply.

- ☐ Regular video check-ins (for example, daily or weekly video meetings)
- ☐ Phone check-ins (for example, scheduled calls to discuss progress and provide support)
- ☐ Real-time messaging (for example, chat or email during work hours)
- ☐ Online task management tools (for example, shared calendars, project trackers)
- ☐ Other

If you select “other”, please describe the supervision method.

Language(s) required for the job **(This will be posted publicly on Job Bank):** *
Select all that apply.

☐ English ☐ French ☐ Other: _____

Supervision Plan *

Outline your supervision plan. The supervision plan should be task-oriented and focused on the specific job activities contained in the application. For more information, please refer to the Applicant Guide.

Supervisor job title: ◯ Executive Director ◯ Manager ◯ Director ◯ Owner ◯ Supervisor ◯ Other

For other, please specify supervisor job title:

Type: ◯ On-site ◯ Remote ◯ Combination

Frequency: ◯ Daily ◯ Weekly ◯ Less than once per week

How much experience does the supervisor have in a supervisory role? ◯ Less than 1 year ◯ 1 to 2 years ◯ More than 2 years

Type of feedback to be provided to youth: ◯ Formal (Scheduled, written) ◯ Informal (Unscheduled, verbal)

Supervisor will provide: ☐ Job-specific Training ☐ Work Instructions and Tasks ☐ Evaluation of Work ☐ Other

For other, please specify what the supervisor will provide:

Skills Development Plan *

Please select the skills the participant will have the opportunity to develop during this job.

☐ Adaptability: The ability to achieve or adjust goals and behaviours when expected or unexpected change occurs, by planning, staying focused, persisting, and overcoming setbacks. For example, one uses this skill to change work plans to meet new deadlines, learn how to work with new tools and improve skills through feedback.

☐ Collaboration: The ability to contribute and support others to achieve a common goal. For example, at work we use this skill to provide meaningful support to team members while completing a project.

☐ Communication: The ability to receive, understand, consider, and share information and ideas through speaking, listening, and interacting with others. For example, we use this skill to listen to instructions, serve customers and discuss ideas.

☐ Creativity and Innovation: The ability to imagine, develop, express, encourage, and apply ideas in ways that are novel, unexpected, or challenge existing methods and norms. For example, we use this skill to discover better ways of doing things, develop new products, and deliver services in a new way.

☐ Digital skills: The ability to use digital technology and tools to find, manage, apply, create, and share information and content. For example, we use this skill to create spreadsheets, safely use social media, and securely make online purchases.

☐ Numeracy: The ability to find, understand, use, and report mathematical information presented through words, numbers, symbols, and graphics. For example, we use this skill to perform calculations, manage budgets, analyze, and model data and make estimations.

☐ Problem-solving: The ability to identify, analyze, propose solutions, and make decisions. Problem solving helps you to address issues, monitor success, and learn from the experience. For example, we use this skill to make hiring decisions, select courses of action and troubleshoot technical failures.

☐ Technical skills: The ability to develop capabilities that relate to the practical or mechanical side of an activity, the application of a set of technical processes and its required know-how.

☐ Other (please indicate the skill):

Mentoring Plan *

Outline your mentoring plan. Mentoring is a relationship between an experienced mentor and a less experienced person, in this case the youth employee. Through regular meetings, the mentor will share their professional experience with the youth and support skills development to help the youth enter the labour market. For more information, please refer to the Applicant Guide.

Mentor job title: ◯ Executive Director ◯ Manager ◯ Director ◯ Owner ◯ Supervisor ◯ Other

For other, please specify mentor job title:

Type: ◯ One-on-one ◯ Team

Frequency: ◯ Weekly ◯ Monthly ◯ Less than once per month

Does the mentor have previous experience in a mentorship role? ◯ Less than 1 year ◯ 1 to 2 years ◯ More than 2 years

Mentor-mentee relationship: ◯ Formal (Regular meetings, goals established) ◯ Informal (Irregular meetings, no goals established)

Mentor will provide: ☐ Support for skills development ☐ Career-related training ☐ Access to learning materials ☐ Other

For other, please specify what the mentor will provide:

Work Experience *

Does your organization intend to retain the participant as an employee following the end of the Canada Summer Jobs agreement? ◯ Yes ◯ No

Preferred Level of Education of the Participant: ◯ Secondary ◯ Post-secondary ◯ No preference

Recruitment plan *

Will you prioritize the recruitment of a youth facing barriers to employment for the hiring of this job? ◯ Yes ◯ No

If yes, which youth facing barriers to employment will you prioritize during your recruitment? Select all that apply:

- ☐ **Indigenous youth:** Youth who identify as First Nations, Métis and/or Inuk (Inuit).
- ☐ **Racialized youth:** Youth who identify as being part of a racialized community which, according to ethnic or cultural characteristics, is subjected to structural discrimination.
- ☐ **Black youth:** Youth who identify as Black.
- ☐ **Youth with disabilities:** Youth who identify as having any visible or invisible impairment that, in interaction with social barriers, hinders their full and equal participation in society.
- ☐ **Youth in a rural, remote, Northern, or Fly-in community:**
  - **Rural:** Youth in a community with a population of less than 1,000.
  - **Remote:** Youth in a community with no or little access to the services of the closest community with more than 1,000 residents and/or one that is without year-round road access.
  - **Northern:** Youth in any community in the Northwest Territories, Nunavut and the Yukon.
  - **Fly-in:** Youth in any community that requires scheduled or chartered flights to enter or leave for most of the year.
- ☐ **Youth in an official language minority community:** Youth whose first official language is not the majority language in their province or territory. This includes Francophones residing outside of Quebec and Anglophones residing in Quebec.
- ☐ **2SLGBTQI+ youth:** Youth who identify as Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, or as being part of additional sexual and gender diverse communities.

How will you prioritize these youth during your recruitment? Select all that apply:

- ☐ I will engage with community partners, schools, employment organizations, or youth centres to connect with youth from this demographic (to promote job opportunities or provide information sessions, for example)
- ☐ I will post job advertisements targeted to this demographic (for example, social media, radio, demographic-specific job board, or community-focused newspaper)
- ☐ I will include my organization's commitments to inclusion in my job advertisement, including any supports available, and ensure that job advertisements are free of bias
- ☐ I would like my CSJ Job Bank posting to include that I intend to prioritize these youth, and the supports that are available to them (if this box is selected, you consent to adding the youth demographic and any supports indicated below to your Job Bank posting)
- ☐ I already know the youth from this demographic who will be recruited for the job(s) requested
- ☐ Other (please specify the recruitment method): _____
- ☐ None of the above

What does your organization have in place to support these youth if hired? Select all that apply:

- ☐ Accommodation measures are available to employees (for example, physical, visual, or auditory accessibility accommodations, flexible work arrangements, or space for cultural, spiritual, or religious practices)
- ☐ Diversity, Equity, and Inclusion training is available or has been taken by the organization's employees (for example, cultural competency training, awareness training, or unconscious bias training)
- ☐ Structured onboarding and job-readiness support (for example, orientation plans, shadowing, skill-building workshops)
- ☐ Social supports are available to employees (for example, diversity-focused employee networks, access to Elders, or healing or resource centres)
- ☐ Other (please specify the measure): _____
- ☐ None of the above

National Priorities *

Does this job support a national priority? ◯ Yes ◯ No

If **Yes**, indicate which national priority or priorities will be supported. Please refer to the Applicant Guide for more details on each national priority.

- ☐ **Priority 1:** Jobs that provide work experience related to construction
- ☐ **Priority 2:** Jobs that provide environmental and climate-related work experience
- ☐ **Priority 3:** Jobs that provide opportunities to develop digital skills or gain exposure to artificial intelligence
- ☐ **Priority 4:** Jobs that provide work experience with not-for-profit organizations that support underserved and equity-deserving communities

Local Priorities *

Members of Parliament establish local priorities for each constituency throughout the country, taking into account community services, local events, local labour market information, including sectors experiencing labour shortages, and national priorities. You can find the local priorities that have been established for the constituency in which the proposed activities will take place on the Canada Summer Jobs webpage. To find your constituency, enter the main job location's postal code on the Elections Canada webpage. Note that it is not mandatory for members of Parliament to establish local priorities. If your member of Parliament has not established local priorities, select "None." You will not be penalized during assessment if your member of Parliament has not established local priorities.

How many local priorities does this job support? ◯ None ◯ 1 ◯ 2 ◯ 3 ◯ 4 ◯ 5

If **one or more local priorities are supported**, enter in the text box the local priorities that apply:

PART C - Funding Requested *

It is mandatory to complete a calculation of employer's total cost including funding requested for each job title. Please include the number of participants requested for each job title in column B.

28. (a) Job Title	(b) Number of participants requested who will have this job title (max. 999)	(c) Anticipated start date (YYYY-MM-DD)	(d) Number of weeks requested for each participant (min. 6) (max.16)	(e) Number of hours per week requested for each participant (min. 30) (max. 40)	(f) Hourly wage to be paid to each participant (max. $999.99)	(g) Hourly wage funding requested (max. $999.99)	(h) Mandatory Employment Related Costs requested (not-for-profits only) (max. $999,999.99)	(i) Total funding requested**	(j) Total employer contribution***
Total		**N/A**	**N/A**	**N/A**	**N/A**	**N/A**			

**Calculation: [(Column B x Column D x Column E x Column G) + Column H]

***Calculation: [(Column B x Column D x Column E) x (Column F – Column G)]

29. Will you require an advance payment should your application be approved? * ◯ Yes ◯ No

Once completed and submitted, this Canada Summer Jobs application, if approved for funding, will form a part of the agreement between Canada and the organization. The organization will then be subject to the attached Canada Summer Jobs Articles of Agreement.

If your application is approved for funding, you will be required to:

- provide the job according to the job title and tasks described in Part B - Job Details, as well as according to the hourly wage rate, the number of hours per week and the number of weeks indicated in the Calculation of Approved Canada Summer Jobs Contribution Amount document;
- pay all required Mandatory Employment Related Costs;
- submit the Employer and Employee Declaration form (EMP5397) within 7 days of the start of the Canada Summer Jobs-funded job;
- submit the Payment Claim and Activity Report form (EMP5398) no longer than 30 days after the last Canada Summer Jobs-funded job is complete.

Canada Summer Jobs provides wage subsidies to support employers to create employment for youth between the ages of 15 and 30 years. Canada Summer Jobs welcomes applications from not-for-profit organizations, public-sector employers, and private-sector (for-profit) employers to create quality summer job opportunities for youth.

Attestation *

On behalf of my organization I attest that:

- I have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
- I have all the necessary authorities, permissions and approvals to submit this application and enter into any resulting Agreement on behalf of myself and my organization;
- I certify and warrant on behalf of the organization and in my personal capacity that the information provided in this Application for Funding is true, accurate, and complete;
- I confirm that neither the job activities nor any of the activities of my organization which are directly or indirectly supported by the job activities in any way infringe, undermine, weaken, or restrict the exercise of rights legally protected in Canada.

☐ I attest

30. Name of the Organization's Representative (refer to section 37 of the attached Canada Summer Jobs Articles of Agreement) *	31. Name of the Organization's Representative (where the organization requires two representatives to enter into a legally binding agreement)
Name (Print)	Name (Print)
Position Title	Position Title
Primary Signatory Telephone Number (999) 999-9999	Secondary Signatory Telephone Number (999) 999-9999
Primary Signatory Email Address	Secondary Signatory Email Address
Signature	Signature
Date (YYYY-MM-DD)	Date (YYYY-MM-DD)

Canada Summer Jobs

Contribution Agreement

Between

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

And

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

Hereinafter collectively referred to as "the Parties"

Articles of Agreement

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

Whereas the Employer proposes to hire Participant(s) for the Job(s) listed in the “Canada Summer Jobs - Application/Agreement”; and

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

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

1.0 Agreement

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

(a) These Articles of Agreement;

(b) The document entitled "Canada Summer Jobs - Application/Agreement"; and,

(c) The document entitled "Calculation of Approved Canada Summer Jobs Contribution Amount".

2.0 Interpretation

2.1 In this Agreement,

"Accommodation Costs" means costs incurred by the Employer for accommodation measures to remove barriers for youth with a disability, in compliance with the conditions governing eligible costs set out in this Agreement;

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

"**Job**" means the professional activities and related information described in the Job Details section in the Application/Agreement form;

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

“Operational Communications” means the communication of information, internally or publicly, by the Employer that is targeted to audiences, other than the media, in support of the delivery of the Project;

“**Paid Advertising**" means any message conveyed in Canada or abroad and paid for by the Employer for placement in media, including but not limited to newspapers, television, radio, cinema, billboards, mobile devices, the Internet, social media, paid placement such as pay-per-click advertising, branded content and display ads, and any other digital medium;

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

(a) is a youth between 15 and 30 years of age (inclusive) at the start of employment;

(b) is a Canadian Citizen, permanent resident, or person on whom refugee protection has been conferred under the *Immigration and Refugee Protection Act*, S.C. 2001, c. 27*; and

(c) is legally entitled to work according to the relevant provincial / territorial legislation and regulations.

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

"**Project**" means the hiring, administration, and job activities, and the organization's activities as described in the Application/Agreement, including any activities which the Job supports, directly or indirectly.

“**Public Announcement**” means an intentional release of information to the media by Canada, the Employer or by an entity with whom the Employer has an agreement in relation to the Project or the funding of the Project by Canada and includes but is not limited to press releases, statements, interviews, speaking engagements and official ceremonies;

“**Working Day**” means Monday through Friday except statutory holidays.

Words imparting the singular include the plural and vice versa.

3.0 Effective Date and Duration

3.1 This Agreement shall come into effect on the signature date specified in the document "Calculation of Approved Canada Summer Jobs Contribution Amount" and, subject to section 3.2, shall expire when Canada issues the final payment unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement.

3.2 The following provisions which are expressly identified as surviving this Agreement shall survive the expiry of this Agreement and shall continue in full force and effect: article 10, Collection and protection of participant information; article 18, Indemnification; article 21, Financial records and audit requirements; article 22, Inquiry by the Auditor General of Canada; article 23, Evaluation; and article 24, Disposition of Capital Assets.

4.0 Canada’s Contribution

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

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

4.3 When hiring a Participant with a disability, the Employer agrees that Canada's contribution towards Accommodation Costs such as special equipment, facilities, and support necessary for their participation must not exceed the actual costs. Disposition of said equipment, facilities, and supports are subject to article 24, Disposition of Capital Assets.

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

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

5.0 Appropriation

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

6.0 Terms of Payment

6.1 (1) Upon validation of the Employer's business number, and subject to subsection (2), Canada's contribution shall be payable upon receipt and verification of a claim made by the Employer in a form prescribed by Canada, known as the “Payment Claim and Activity Report”, such claim to be submitted by the Employer within thirty (30) calendar days following the termination of the Job(s) covered by the Agreement.

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

(i) Where the total value of the contribution is up to $100,000

(a) an initial advance payment not exceeding 75% of the estimated total contribution payable under the Agreement; and

(b) upon receipt and verification of a claim made in the “Payment Claim and Activity Report” and submitted within thirty (30) calendar days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

(ii) Where the total value of the contribution is $100,001 or more

(a) an initial advance payment not exceeding 50% of the estimated total contribution payable under the Agreement; and

(b) upon receipt and verification of a claim made in the “Payment Claim and Activity Report” and submitted within thirty (30) calendar days from the termination of the Job(s) covered by the Agreement, the balance, if any, of the contribution owing to the Employer.

6.2 Canada may withhold payment to the Employer

(a) if the Employer has failed to submit any document required by Canada under this Agreement; or

(b) pending the completion of a monitoring of the Project or a review of the Employer’s financial records that Canada may carry out.

7.0 Reduction of Contribution

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

(a) the level of funding for the Program named in this Agreement for the fiscal year in which payment is to be made under the Agreement is reduced as a result of a governmental or departmental spending decision; or

(b) Parliament reduces the appropriation of funds for contributions under the Program named in this Agreement.

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

8.0 Other Sources of Funding

8.1 Sources of funding must be declared as follows:

(i) where the funding from Canada is the only source of financial assistance:

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

(ii) where there are other sources of financial assistance:

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

1. _____ ($999,999.99) from _____
2. _____ ($999,999.99) from _____
3. _____ ($999,999.99) from _____
4. _____ ($999,999.99) from _____

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

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

9.0 Management of Project

9.1 The Employer must:

(a) be solely and absolutely responsible for the hiring of Participants, as well as the management, supervision and control of the Job(s);

(b) provide the Participant(s) with adequate supervision, mentoring, skills development opportunities, learning and work experience;

(c) ensure that the Job(s) are carried out in a safe, inclusive and healthy environment;

(d) provide the Participant(s) with all the information concerning health and safety standards and regulations regarding their work environment, including any resources provided to the Employer by the program, and, if necessary provide training, information and safety equipment required to accomplish their tasks;

(e) inform Canada promptly in writing forthwith of any injury suffered by the Participant(s) while carrying out the Job(s); and

(f) remit Mandatory Employment Related Costs on behalf of the Participant(s).

9.2 The Employer must not, without the prior written consent of Canada, alter the nature of the Job(s) that are described in the Application/Agreement. Funding must only be used for the Project as approved and not for any activities outlined in section 16.1.

10.0 Collection and Protection of Participant Information

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

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

(a) inform the Participant that funding for the Project is provided by Canada and that the information referred in the form EMP5397 will be used by Canada to:

(i) validate the eligibility of each Participant;

(ii) measure the results and assess the success of the Project; and,

(b) obtain the written consent of each Participant for the collection, uses and disclosure of the information in form EMP5397.

10.3 The Employer will encourage Participants to complete the Canada Summer Jobs Participant Questionnaire to report on their experience with the program.

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

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

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

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

11.0 Access to Information and Proactive Disclosure

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

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

11.3 In accordance with the *Privacy Act* and *Department of Employment and Social Development Act*, S.C. 2005, c. 34, information on funded applicants will be disclosed.

12.0 Employer Attestation

12.1 The Employer attests that they:

- have read, understood and will comply with the Canada Summer Jobs Articles of Agreement;
- have all the necessary authorities, permissions and approvals to submit this application and enter into any resulting Agreement on their own behalf and their organization;
- certify and warrant on behalf of the organization and in their personal capacity that the information provided in the Application for Funding is true, accurate, and complete;
- confirm that neither the job activities nor any of the activities of their organization which are directly or indirectly supported by the job activities in any way infringe, undermine, weaken, or restrict the exercise of rights legally protected in Canada.

13.0 Employer Declaration

13.1 The Employer declares, represents and warrants that:

(a) no Participant will displace or replace existing employees or volunteers, employees that have been laid-off and are awaiting recall, employees absent due to an industrial dispute, employees on vacation, or employees on maternity or parental leave;

(b) Participant(s) will work between 30 to 40 hours per week for a period of six to sixteen weeks except where consent has been granted by Canada, in advance, in writing, for exceptional circumstances for Participants with disabilities or legitimate barriers to availability. Canada will not reimburse any hours exceeding 40 hours per week;

(c) Canada's contribution will be used to support the creation of a full-time summer job for youth;

(d) no other contribution will be received or claimed for the same portion of a Job and for the same period unless such contribution is provided pursuant to an agreement between the Government of Canada and a Provincial/Territorial government, or with the approval of Canada;

(e) the Employer and any person lobbying on its behalf is in compliance with the *Lobbying Act, (R.S.C., 1985, c. 44 (4th Supp.))*, and that no commissions or contingency fees have or will be paid directly or indirectly to any person for negotiating or securing this request for funding;

(f) it has provided Canada with a true and accurate list of all amounts owing to the federal government which are past due and in default or arrears as of the time of the Employer's application for funding;

(g) an employer-employee relationship will be established with the Participants; and,

(h) the Attestation made in the application continues to be true and accurate and will remain true and accurate throughout the duration of this Agreement.

14.0 Continuous Eligibility

14.1 The Employer must, during the Project Period, continue to meet the eligibility criteria of the Program set out in this Agreement. As such, the Employer agrees to promptly notify Canada should a change in the Employer's organizational status render it no longer eligible under the eligibility criteria of the Program or should a change in Project activities result in the Project no longer qualifying for funding under the Program.

15.0 Ineligible Employers

15.1 The Employer represents, declares and warrants that the Project will not be delivered by:

- members of the House of Commons and the Senate or members of their immediate family;
- Federal Government Departments and Agencies;
- Provincial Departments and Agencies;
- organizations that engage in partisan political activities; or,
- organizations that engage in activities that directly or indirectly infringe, undermine, weaken, or restrict the exercise of rights legally protected in Canada.

16.0 Ineligible Projects and Job Activities

16.1 The Employer represents, declares and warrants that the Project will not consist of:

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

17.0 Relationship Between the Parties and Non-liability of Canada

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

17.2 Nothing in this Agreement creates any undertaking, commitment or obligation by Canada respecting additional or future funding of the Project beyond the Funding Period, or that exceeds the maximum contribution specified in the document “Calculation of Approved Canada Summer Jobs Contribution Amount”. Canada shall not be liable for any loan, capital lease or other long-term obligation which the Employer may enter into in relation to carrying out its responsibilities under this Agreement or for any obligation incurred by the Employer toward another party in relation to the Project.

18.0 Indemnification

18.1 The Employer shall, both during and following the Funding Period, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other actions made, sustained, brought, threatened to be brought or prosecuted, in any manner based upon, occasioned by or attributable to any injury or death of a person, or loss or damage to property caused or alleged to be caused by any wilful or negligent act, omission or delay on the part of the Employer or its employees or agents, and participating employers or Project participants, if any, in connection with anything purported to be or required to be provided by or done by the Employer pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

19.0 Conflict of Interest

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

19.2 No member of the Senate or the House of Commons or member of their immediate family shall be admitted to any share or part of the Agreement or to any benefit arising from it.

20.0 Nepotism

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

20.2 For purposes of section 19.2 and 20.1, "Immediate Family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse or common-law partner, child, step-child (including child of common-law partner), ward, father-in-law, mother-in-law, grandchild, grandparent, any person who stands in the place of a relative for the employee whether or not there is any degree of consanguinity between such person and the employee or any one permanently residing with the Employer, officer or director, as the case may be.

20.3 For the purpose of section 20.2, "Common-law partner" means a person who is cohabiting with the Employer, officer or director, as the case may be, in a conjugal relationship, having so cohabited with the Employer, officer or director, for a period of at least one year.

21.0 Financial Records and Audit Requirements

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

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

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

22.0 Inquiry by the Auditor General of Canada

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

23.0 Evaluation

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

(a) participate in any questionnaire, interview, case study or other data collection exercise initiated by Canada. This includes a mandatory Employer questionnaire that will be administered at the end of the program year. The Employer agrees to complete this questionnaire and submit it to Canada as part of the final reporting process; and,

(b) subject to section 23.2, provide Canada with the contact information of Project partners, if any, who participated in the Project by offering financial or in-kind support, and of the members of the board of directors of the Employer.

23.2 The Employer must provide Canada with the contact information of a person (name, address, phone number and e-mail address) referred to in paragraph 23.1(b) only if the person has given their written consent to the release of the information to Canada. The Employer agrees to make all reasonable efforts to secure such consent during the Funding Period. When providing a person's contact information to Canada, the Employer must provide Canada with an accompanying written statement certifying that the person has given their consent to the sharing of their contact information with Canada.

24.0 Disposition of Capital Assets

24.1 For the purposes of this section, “capital asset” means any single item, or a collection of items which form one identifiable functional unit, that has a purchase value of $1,000 or more (before taxes).

24.2 The Employer must preserve any capital assets purchased with the contribution and use them for the purposes of carrying out the Job(s) outlined in the Application/Agreement and must not dispose of them unless Canada authorizes their disposition.

24.3 At the end of the Funding Period, or upon termination of this Agreement, if earlier, and if directed to do so by Canada, any assets referred to in section 24.2 that have been preserved by the Employer shall be:

(a) sold at fair market value and that the funds realized from such sale be applied to the eligible costs under this Agreement to offset Canada's contribution;

(b) turned over to another person or organization designated or approved by Canada; or,

(c) disposed of in such other manner as may be determined by Canada.

25.0 Termination of Agreement

25.1 Termination for Default

(1) The following constitute Events of Default:

(a) the Employer becomes bankrupt;

(b) the Employer has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Employer;

(c) the Employer ceases to operate;

(d) the Employer is in breach of or non-compliant with any provision of this Agreement;

(e) the Employer, in support of its application for Canada's contribution or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to Canada;

(f) the Employer has changed the tasks and responsibilities of the Participant(s), as described on the Application/Agreement, without Canada's prior approval; or,

(g) the Employer is in breach of the provisions of sections 12, 13, 14, 15 or 16.

(2) If:

(a) an Event of Default specified in paragraphs (1)(a), (b), (c) or (g) occurs; or,

(b) an Event of Default specified in paragraphs (1)(d), (e) or (f) occurs and has not been remedied within fifteen (15) calendar days of receipt by the Employer of written notice of default or a plan satisfactory to Canada to remedy such Event of Default has not been put into place within such time period,

Canada may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice. Upon providing such notice of termination, Canada shall have no obligation to make any further contribution to the Employer.

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

(4) If an Event of Default specified in paragraph 1(d) occurs, the Employer shall have seven (7) calendar days following receipt of written notice of default to provide Canada with written representations, which will be considered by Canada in its decision as to whether to terminate this Agreement. Further to consideration of these representations, or the failure to provide written representations within the required deadlines, Canada will make a final determination as to whether to terminate the Agreement and will notify the Employer in writing of said decision. If Canada decides to terminate the Agreement, written notice of termination will be provided to the Employer.

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

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

(7) If this Agreement is terminated for an Event of Default under this section, the Employer will repay Canada in accordance with section 27 of this Agreement, promptly and by no later than thirty (30) calendar days from the date of Canada's notice of termination.

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

25.2 Termination for Convenience

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

25.3 Obligations Relating to Termination and Minimizing Cancellation Costs

(1) In the event of a termination notice under section 25.2 being given by Canada:

(a) the Employer shall make no further commitments in relation to the Project and must cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto; and,

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

25.4 The Employer must negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Employer to cancel same upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Employer must cooperate with Canada and do everything reasonably within its power at all times to minimize and reduce the amount of Canada's obligations under section 25.3 in the event of a termination of this Agreement.

26.0 Interest Earned on Advances of the Contribution

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

27.0 Repayment Requirements

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

(a) the amount of any unspent advance payments of the contribution remaining with the Employer;

(b) amounts paid in error or in excess of the amount of costs actually incurred; and,

(c) amounts paid in respect of costs which are determined by Canada to be ineligible.

Such amounts are debts due to Canada.

27.2 Interest shall be charged on overdue debts in accordance with the *Interest and Administrative Charges Regulations, SOR/96-188* (the “Regulations”) made pursuant to the *Financial Administration Act, R.S.C., 1985, c. F-11*. Interest is calculated and compounded monthly at the “average bank rate”, within the meaning of such expression as contained in the Regulations, plus three per cent (3%) during the period beginning on the due date specified in the notice to repay and ending on the day before the day on which payment is received by Canada.

28.0 Reports and Monitoring of Project

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

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

29.0 Insurance

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

30.0 Informing Canadians of the Government of Canada’s Funding

30.1 The Employer must allow Canada to make the first Public Announcement of Canada Summer Jobs. The Employer can conduct Operational Communications, such as recruiting Canada Summer Jobs participants, before a Public Announcement is made.

30.2 The Employer must ensure recognition of the financial contribution of Canada is acknowledged in terms and in a form and manner satisfactory to Canada in any and all Public Announcements, Paid Advertising and public communications (including but not limited to websites, publications, press releases, presentations, reports, expositions and project signage) regarding the Project or the funding of the Project.

30.3 The Employer and the Participants may be requested to participate in a Public Announcement, interview or testimonial, which may be recorded, photographed, videotaped or published for use, in whole or in part, by Canada for the promotion of the Project, the Program or both. Participation in a Public Announcement, interview or testimonial is optional.

30.4 The Employer agrees to display such signs, plaques or symbols as Canada may provide in such locations on its physical premises and digital online platforms as Canada may designate.

30.5 The Employer must cease acknowledging Canada at the end of the Project or upon the request of Canada.

31.0 Notices

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

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

32.0 Compliance with Laws

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

33.0 Severability

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

34.0 Waiver

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

35.0 Amendment

35.1 This Agreement may be amended by mutual consent of the Parties. To be valid, any amendment to this Agreement must be in writing and signed by both Parties.

36.0 Assignment of the Agreement

36.1 The Employer must not assign this Agreement or any part thereof to another organization without the prior written consent of Canada.

37.0 Warranty of Authority

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