



AGREEMENT #:
AMENDMENT #:

FUNDING AGREEMENT

BETWEEN

Her Majesty the Queen in Right of Canada

(hereinafter referred to as “Canada”),

as represented by Employment and Social Development Canada

AND

[legal name of recipient organization]

(hereinafter referred to as “the Recipient”)

Hereinafter collectively referred to as “the Parties”



ARTICLES OF AGREEMENT

WHEREAS the Parties share the vision that this Agreement will:

- Support capacity-building by the Recipient to empower the Recipient to plan and invest in Projects covered under this Agreement based on the Recipient's priorities;
- Be founded on a mutual accountability relationship whereby the Recipient is primarily accountable to its community while the Government of Canada and Recipients are mutually accountable for the commitments they make to one another in pursuit of achieving the goals of this Agreement; and
- Work toward reducing the employment, skills and earning gaps between the Recipient's eligible clientele and other Canadians.

WHEREAS pursuant to the above, the Recipient will provide the Project for the benefit of its eligible clientele;

WHEREAS pursuant to the above, Canada wishes to provide funding to the Recipient in accordance with the terms and conditions of this Agreement to support the provision of the Project; and,

WHEREAS The Recipient and Canada intend that nothing in this Agreement will have the effect of, or be interpreted as, limiting or expanding any fiduciary relationship between Canada and First Nation people.

NOW THEREFORE the parties agree as follows:

PART 1 – FOUNDING COMPONENTS OF AGREEMENT

1.0 Purpose of the Contribution

The purpose of the Agreement is to outline the terms under which Canada will provide funding to the Recipient to carry out the programs, services and activities, hereinafter referred to as the "the Project", to its eligible clientele described in the specific program schedules that form part of this Agreement.

2.0 Definitions

2.1 For the purpose of this Agreement and in addition to other definitions be included elsewhere in this Agreement.

"Agreement" means these Articles of Agreement, the specific program schedules, and any valid amendments that may be made by the Parties thereto.

"Eligible Expenditures" means the expenditures comply with the requirements as set out in the specific program Schedules.

"Fiscal Year" means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year.

"Project Period" means the period as listed in the "Effective Date and Duration" section of the specific program Schedules.

"Advance Period" means the intervals upon which Canada's contribution is made, in accordance with Section 11 of this Agreement.

Note: Other definitions to be added.

2.2 The title of clauses and headings in this Agreement are for ease of reference only, do not form part of this Agreement and are not to be taken into account in the construction or interpretation of any provision.

3.0 Effective Date and Duration

This Agreement will come into effect on April 1, 2019 and will expire on March 31, 2029 unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement, or extended by Amendment. All schedules of this Agreement correspond to the same effective start date and end date of the Agreement, unless otherwise stated in the specific schedule.

4.0 Mutual Accountability and Relationship

4.1 The Recipient and Canada will maintain a system of mutual accountability and transparency that is based on recognition of rights, respect, co-operation, and partnership.

4.2 The Recipient and Canada will work in a spirit of co-management to pursue the goals of this Agreement, but they are not an agent, delegate or contractor of the other, and do not act on behalf of the other. The Recipient will act for and on behalf of its eligible clientele and will be primarily accountable to them in delivering the Project in accordance with this Agreement. Canada will provide funding to the Recipient and undertake the other responsibilities set out for it herein. Both Canada and the Recipient will be accountable to each other for their respective obligations set out in this Agreement.

5.0 Non-Derogation

5.1 Nothing in this Agreement will be construed to diminish, abrogate, derogate from, or prejudice any treaty or Indigenous rights of the Recipient and nothing in this Agreement will:

- (a) prejudice whatsoever any applications, negotiations or settlements with respect to land claim or land entitlement between Canada and the Recipient;
- (b) prejudice whatsoever the implementation of any inherent right to self-government nor prejudice in any way negotiations with respect to self-government involving the Recipient; and
- (c) be construed as modifying any existing treaty.

5.2 Nothing in this Agreement will be construed to create a treaty within the meaning of the *Constitution Act, 1982*.

6.0 Annual Operational Plan

6.1 For each fiscal year during the Period of the Agreement, the Recipient shall prepare and submit for acceptance by Canada an operational plan for the year setting out the Recipient's planned activities and expenditures.

7.0 Activity and Cash Flow Reporting

7.1 Following each Advance Period, the Recipient shall submit to Canada an activity report, which shall include:

- (a) For Recipients assessed as Capacity Building: a summary of completed activities for the advance period aligned with the milestones set out in the annual operational plan; or for Recipients assessed as Capacity Enhancement or Optimal Capacity: a summary of achievements during the advance period
- (b) a statement signed by the designated official certifying that all information contained in the report is accurate and that all expenditures claimed are in accordance with the Agreement.

7.2 The Recipient shall also include with each activity report a revised, updated forecast of its monthly cash flow requirements that takes into account actual expenditures to date and revised estimated monthly eligible expenditures for the balance of the fiscal year.

7.3 The activity report shall be submitted within 60 days following the Advance Period where the Recipient receives an advance.

PART 2 – Funding and Financial Conditions

8.0 Canada's Funding

8.1 Subject to the terms and conditions of this Agreement and its Schedules, in each fiscal year during the project period provide in a Schedule to this Agreement, Canada agrees to make a contribution in respect of the Recipient's eligible expenditures incurred in the fiscal year of an amount up to the amount set out in the respective Schedule.

9.0 Eligible Expenditures

9.1 In accordance with the Terms and Conditions of this Agreement, the Recipient may only expend funding where:

- (a) the expenditure is directly related to the carrying out of the Recipient's responsibilities under this Agreement;
- (b) the Recipient ensures value for money by negotiating the price and other terms and conditions for the expenditure; and
- (c) the expenditure is incurred during the agreement period.

9.2 Additional details regarding Eligible Expenditures may be found within the specific Schedules that form part of this Agreement.

10.0 Management Capacity of the Recipient

10.1 In collaboration with the Recipient, Canada will perform at the start of the Agreement and periodically thereafter, an assessment of the Recipient's management capacity to establish the appropriate payment regime for this Agreement.

10.2 Periodical reassessments of the Recipient capacity are conducted:

- (a) as may be provided in the schedules to this Agreement; or
- (b) at the request of the Recipient; or
- (c) at the initiative of Canada where there are reasons to believe material changes may have happened with respect to the management capacity of the Recipient.

10.3 The capacity of the Recipient, is assessed on:

- (a) the procedures and practices put in place by the Recipient with respect to its governance;
- (b) its planning activities and practices;
- (c) its financial management systems and practices; and
- (d) its ability to achieve results.

10.4 The capacity assessment of the Recipient can lead to one of three global findings:

- (a) Capacity Building where the Recipient is pursuing significant improvements to different aspects of its management capacity;
- (b) Capacity Enhancements where the Recipient is pursuing some improvements to a few aspects of its management capacity; or
- (c) Optimal Capacity where the Recipient demonstrates an effective organisation of its operations and sound practices on most aspects of its management capacity.

11.0 Advances

11.1 Pursuant to Section 6.0, Canada will provide advances of its contribution based upon planned expenditures, as periodically updated by the Recipient, and accepted by Canada and upon the global management capacity finding in accordance with Section 10.4.

11.2 Canada may withhold payment, or portion of, any advance pending the completion of its financial and activity monitoring of the Recipient's books and records conducted by Canada under article 17.0. Canada may also withhold an advance, in whole or in part, when the reporting requirements in Section 7 are not respected.

11.3 Where the management capacity of the Recipient is assessed as Capacity Building, advances by Canada of the contribution provided in the appropriate Schedule to this Agreement are made at quarterly intervals:

- (a) For the first and second quarter of each fiscal year, on the submission of the annual operational plan provided for in Section 6.0 by the Recipient and its acceptance by Canada;
- (b) For the third quarter of each fiscal year, upon acceptance by Canada, on the submission of the reporting required under section 7.0 for the first quarter outlining the milestones achieved by the Recipient;
- (c) For the fourth quarter of each fiscal year, upon the acceptance by Canada, on the submission of the reporting required under section 7.0 for the second quarter outlining the milestones achieved by the Recipient; and
- (d) For each fiscal year, 10% of the annual contribution by Canada is withheld from each fourth quarter payment pending the submission by the Recipient of an annual report outlining milestones achieved for that year and its acceptance by Canada.

11.4 Where the management capacity of the Recipient is assessed as Capacity Enhancements, an advance by Canada of the contribution provided in the appropriate schedule to this Agreement is made at semi-annual intervals:

- (a) For the first half of each fiscal year, on the submission of the annual operational plan provided by Section 6.0 and its acceptance by Canada;
- (b) For the second half of each fiscal year, on the submission of the reporting required under section 7.0 outlining progress achieved by the Recipient for the first period of the

fiscal year; and

- (c) For each fiscal year, 10% of the annual contribution by Canada is withheld from each he second advance pending the submission by the Recipient of an annual report outlining the progress achieved for that year and its acceptance by Canada.

11.5 Where the management capacity of the Recipient is assessed as Optimal Capacity, an advance by Canada of the contribution provided in the appropriate schedule to this Agreement is made at annual intervals:

- (a) for each fiscal year, 10% of the annual contribution by Canada is withheld from the annual advance pending the submission by the Recipient of an annual report outlining the progress achieved for that year and its acceptance by Canada,

12.0 Basis of Payment

12.1 Where the management capacity of the Recipient is assessed as Capacity Building, the basis of payment is the Recipient's achievement of pre-determined milestones as outlined in the annual operational plan.

12.2 Where the management capacity of the Recipient is assessed as Capacity Enhancements or as Optimal Capacity, the basis of payment is a pre-determined annual amount based on the Recipients annual operational plan.

12.3 Advances provided during a fiscal year are reconciled with the annual operational plan provided for in Section 6.0 and the milestones and progress achieved outlined in the Annual Report provided for the applicable Schedule to this Agreement.

13.0 Unexpended Funds

13.1 If at the end of a Fiscal Year, other than the final Fiscal Year of this Agreement, the Recipient has not expended all funding advanced for that Fiscal Year, the Recipient may retain the unspent amount for expenditures in a subsequent Fiscal Year subject to the terms of this Agreement.

13.2 If more than 20% of the annual funding allocation has not been expanded by the Recipient over two (2) Fiscal Years, then such excess funding may be redirected to another Recipient within the same Distinction network as the Recipient in consultation with the Distinction network coordinating mechanism. If this occurs, this Agreement will be amended to reflect the change and agreed to, in writing, by both parties.

13.3 If upon expiry, termination or cancelation of this Agreement, the Recipient has not expended all allocated funding, the Recipient will repay the unspent amount to Canada within one hundred and twenty (120) calendar days of the expiry of this Agreement.

14.0 Funding Repayment

14.1 Subject to section 8.1, in the event payments made to the Recipient exceed the amount to which the Recipient is entitled under this Agreement, the amount of the excess is a debt owing to Canada and will need to be promptly repaid to Canada upon receipt of notice to do so and within the period specified in the notice. Without limiting the generality of the foregoing, amounts to which the Recipient is not entitled include:

- (a) the amount of any expenditures paid for with the contribution which are disallowed or determined to be ineligible, and
- (b) any amount paid in error or any amount paid in excess of the amount of the expenditure actually incurred.

14.2 Interest will be charged on any debts in accordance with the *Interest and Administrative Charges Regulations* and will constitute a debt due to the Crown.

15.0 Preservation and Disposition of Capital Assets

15.1 During the project period, the Recipient agrees not to dispose of any capital asset purchased by the Recipient with the funding provided by Canada under this Agreement without the prior authorization of Canada.

15.2 At the end of the Project Period, or upon termination of this Agreement, if earlier, Canada will provide direction to the Recipient with regards to the preservation or disposition of any capital asset purchased by the Recipient with funding provided under this Agreement.

16.0 Project Records

- 16.1 The Recipient will keep proper books and records, in accordance with generally accepted accounting principles, of all expenditures and revenues relating to the Project. This includes records for all:
- (a) Project-related contracts and agreements, and all invoices, receipts and vouchers relating to Eligible Expenditures, and
 - (b) Project-related activity, progress and evaluation reports and reports of Project reviews or audits carried out by, or on behalf of, the Recipient.
- 16.2 Where the Recipient delegates any or all of its obligations under this Agreement, it shall maintain financial and non-financial records for each program, service or activity for the fulfillment of all of its obligations under this Agreement.
- 16.3 The Recipient will retain the books and records referred to in section 11.1 for a period of six (6) years following the Project Period.

17.0 Financial and Activity Monitoring

The Recipient will grant representatives of Canada access to the Project site and business premises of the Recipient, if different from the Project site, and to all Project-related books and records at all reasonable times for the purpose of conducting periodic monitoring reviews of the Project. Upon request, the Recipient will provide representatives of Canada with copies and extracts from such books and records, which include all financial and non-financial records from sub-agreement holders or any other delegated responsibilities holders.

18.0 Interest Earned on Advances

Any interest earned on the contribution will be accounted for by the recipient in their reporting period data. Such interest is deemed to be part payment of Canada's contribution and will be taken into account in the calculation of the final payment by Canada, or repayment by the Recipient, as may be appropriate in the circumstances.

19.0 Other Sources of Funding

The Recipient will identify during the predetermined reporting cycle as established through the joint capacity assessment process, any additional sources of funding received towards the costs of its activities that support the Project from a source other than Canada.

20.0 Canada's Right to Audit and Access to Records

During the Project Period and for a period of six (6) years thereafter, the Recipient will, upon request, grant representatives of Canada access to the books and records referred in the Agreement for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and verify expenses claimed by the Recipient as Eligible Expenditures which include all financial and non-financial records from sub-agreement holders or any other delegated responsibilities holders.

21.0 Inquiry by the Auditor General of Canada

If, during the Project 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 Recipient provide him or her with any records, documents or other information pertaining to the utilization of the funding provided under this Agreement, the Recipient will provide the records, documents or other information within such period of time as may be reasonably requested in writing by the Auditor General of Canada.

22.0 Informing Canadians of the Government of Canada's Contribution

- 22.1 The Recipient will allow Canada sixty (60) days from the date of signature of the Agreement to announce the Project. During this 60-day period, the Recipient will not make any public announcements of funding, referring all questions to Canada. After the expiry of the 60-day period, the Recipient may begin its own communication activities for the Project.
- 22.2 The Recipient will 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 will collaborate with the Recipient to determine the time, place and agenda of the ceremony.



- 22.3 The Recipient will notify Canada fifteen (15) working days in advance of any and all communications 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.
- 22.4 The Recipient will ensure that in any and all communication activities, publications, advertising and press releases regarding the Project, recognition, in terms and in a form and manner satisfactory to Canada, are given to Canada's financial assistance to the Project.
- 22.5 The Recipient agrees to display such signs, plaques or symbols as Canada may provide in such locations on its premises as Canada may designate.
- 22.6 The Recipient will cooperate with representatives of Canada during any official news release or ceremonies relating to the announcement of the Project.

PART 3 – CONTRACTING

23.0 Contracting for Goods and Services

- 23.1 The Recipient will use a competitive process when contracting for goods and services valued at \$25,000 or more (excluding GST/HST) in relation to the administration of activities funded under this agreement. The Recipient will select the bid or proposal offering the best value for money.
- 23.2 The Recipient will identify during the predetermined reporting cycle as established through the joint capacity assessment process any exception to the requirement to use a competitive process under section 18.1.

24.0 Sub-Agreements and Delegating

- 24.1 The Recipient is fully accountable to effectively manage and monitor all sub activities, results and information collection requirements relating to the Project.
- 24.2 The Recipient will put into place a process for ensuring that proposals for Sub-Agreements to be funded by the Recipient with Canada's contribution are assessed and selected in an open, impartial and fair manner.
- 24.3 The Recipient will put into place written operational policies and procedures relating to its monitoring of the Sub-Agreements, and will provide a copy of those policies and procedures to Canada upon request.
- 24.4 The Recipient will ensure that there is a written agreement between it and the Sub-Agreement Holder that sets out the terms and conditions under which the Recipient is providing funding to the Sub-Agreement Holder. The agreement with the Sub-Agreement Holder will include the necessary obligations to allow the Recipient to fully report and to provide Canada with information Canada may request under the terms of this funding agreement.

PART 4 – SERVICE STANDARDS AND COLLECTION OF INFORMATION

25.0 Transparency and Fairness

- 25.1 Where the Project involves the provision of assistance to the individuals selected to participate in the Project (hereinafter "Participants"), the Recipient will:
 - (a) implement measures to ensure that individuals are selected in a fair and equitable manner;
 - (b) make readily available to the public information about the Project and the Recipient's policies and procedures relating to the selection of participants;
 - (c) establish and maintain an impartial dispute resolution mechanism whereby individuals whose applications for participation are refused by the Recipient and who are dissatisfied with the decision, may have the decision reviewed; and
 - (d) provide for appropriate redress for the individuals referred to in paragraph (b) based upon the outcome of the dispute resolution process.
- 25.2 The Recipient will keep and maintain records of disputes referred to in paragraph 20.1 and will share them with Canada for review upon request.

26.0 Collection and Protection of Information

- 26.1 The Recipient will obtain the written consent of the Participant to collect, use and disclose the information outlined in Schedule A, Section 7 of this Agreement; and inform the Participant that the information, when provided to Canada, is administered in accordance with the Privacy Act (R. S.C., 1985, c. P-21) and the Department of Employment and Social Development Canada Act (S.C. 2005, c. 34) and Access to Information Act (R.S.C., 1985, c. A-1).

- 26.2 Prior to collecting the information stipulated in section 21.1 from the Participant, the Recipient will inform the Participant that Canada needs the information to;
- (a) measure the results of the Project and evaluate the Project's success;
 - (b) evaluate the success of the Program in achieving its objective;
 - (c) meet its obligation of accountability by reporting on the results of the Program and its success in achieving its objective.
- 26.3 If any of the information referred to in section 21.1 is required by the Recipient for the purpose of providing assistance to the Participant in carrying out the Project, the purposes for which the Recipient intends to use the information needs to be shared with the Participant.
- 26.4 All Participant information referred to in section 21.1 will be treated as confidential, and the Recipient will take all security measures reasonably necessary for the protection of such information against unauthorized release or disclosure, including those set out in any instructions issued by Canada.
- 26.5 The Recipient will immediately and independently inform and furnish Canada's Access Coordinator with the full details of any known or possible breach of the safeguard requirements in this Agreement, or of any incident that may have resulted in misuse and unauthorized access, disclosure, modification, disposal or destruction of Personal Information.
- 26.6 The Recipient will not release or disclose Participant information referred to in section 21.1 to any other person or body for any purpose without the consent of the Participant, unless that person or body is authorized by law to require the Recipient to release or disclose such information.
- 26.7 Representatives of Canada may monitor compliance with the information security requirements of section 23.6 during on-site visits and monitoring.
- 26.8 Upon expiry of the Project Period or upon termination of the Agreement, if earlier, the Recipient will destroy the information referred to in section 21.1 in accordance with instructions issued by Canada, unless the Recipient satisfies Canada that the retention of the information beyond the Project Period or termination of the Agreement, if earlier, is required in order to provide on-going or future employment assistance to the Participants.

27.0 Agreements between the Recipient and Participants

- 27.1 When the Recipient, in carrying out the Project, provides financial assistance to a Participant with funds provided under this Agreement, the Recipient will ensure that there is a written agreement between it and the Participant that sets out the terms and conditions under which the Recipient is providing the financial assistance to the Participant.

28.0 Data Collection System

- 28.1 Canada is responsible for establishing a secure and encrypted network connectivity that allows Recipients to access the Systems and Services Administered by Canada.
- 28.2 As of the date of this Agreement comes into effect, the Recipient shall:
- (a) collect or compile, and keep regularly updated, the personal information, as set out in the appropriate Schedule, about each member of its eligible clientele to whom the Recipient or a sub-agreement holder, as the case may be, has provided assistance under this Agreement, and,
 - (b) Provide the information to Canada in accordance with section 23.4 of this Agreement for use by Canada in assessing and evaluating the Recipient's activities and in assessing and evaluating the ISET program.
- 28.3 Personal information referred to in the appropriate Schedule to this Agreement shall be provided to Canada through quarterly uploads of data files, in a format specified by Canada, to Canada's data system using a secure systems link maintained by Canada known as the "Data Gateway".
- 28.4 The Recipient is responsible for:
- (a) Managing, supporting and maintaining its own technological environment including its network, routers, and workstations;
 - (b) Appointing a System Access Coordinator who will liaise with Authorized Users (AUs), employees, agents and contractors of the Recipient and communicating with Canada's Access Coordinator on all matters involving access to Systems and Services Administered by Canada;
 - (c) Ensuring that Authorized Users are advised of and abide by their obligations, roles and responsibilities and use Personal Information only for the purposes of sharing under this Agreement.



29.0 Security Requirements for Accessing Systems and Services Administered by Canada

- 29.1 The Recipient acknowledges and agrees that access to Systems and Services Administered by Canada is governed by Canada's Treasury Board Secretariat's *Policy on Government Security* and its *Policy on Departmental Information Technology (IT) Security Management*, as amended from time to time.
- 29.2 To be granted access to the Systems and Services Administered by Canada all Subscribers must undergo a personnel security screening process and obtain a valid Reliability Status as per the Systems Support Operational Guide (SSOG), as amended. Canada will perform the required security screening process for Subscribers and has the discretion to refuse a personnel security screening of any Subscriber provided by the Recipient.
- 29.3 All requests for the issuance, modification, suspension, or cancellation will be submitted, processed and managed in accordance with this Agreement and the security policies applicable to the Funding Agreement.

Part 5 – GENERAL

30.0 Funding Subject to Appropriations and Departmental Funding Authorities

- 30.1 Canada may, upon not less than ninety (90) days notice, reduce its funding under this Agreement or terminate the Agreement, if
- a) the Program named in a Schedule of this Agreement is cancelled,
 - b) the level of funding for a Schedule of this Agreement, for any 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
 - c) Parliament reduces the overall level of funding for the programs of Employment and Social Development Canada for any Fiscal Year in which payment is to be made under the Agreement,
- 30.2 If Canada gives notice of its intention to reduce the funding provided to the Recipient, and where, as a result of the reduction in funding, the Recipient is of the opinion that it will be unable to complete the Project or will be unable to complete the Project in the manner desired by the Recipient, the Recipient will notify Canada of same as soon as possible after receiving notice of the funding reduction and may, upon not less than thirty (30) days written notice to Canada, terminate the Agreement.

31.0 Exceptional Circumstances

If exceptional circumstances occur during the term of this Agreement which were not reasonably foreseeable at the date this Agreement came into effect and which have a significant impact on Recipient's ability to carry out this Agreement, the Recipient may request changes to the affected Project. If Canada agrees to change, including the level of funding provided in a Schedule to this Agreement, that change will be made by way of an amendment to this Agreement and its Schedule as required.

32.0 Relationship Between the Parties and Non-Liability of Canada

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 and Canada will not be liable for any loan, capital lease or other long-term obligation that the Recipient enters into in relation to carrying out its responsibilities under this Agreement. The parties hereto declare that nothing in this Agreement will be construed as creating an employer-employee, or agency relationship between them, and the Recipient will not represent itself as an agent or employee of Canada.

33.0 Indemnification

The Recipient will, both during and following the Project Period, indemnify and save Canada 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 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 Recipient pursuant to this Agreement or done otherwise in connection with the implementation of the Project.

34.0 Insurance

The Recipient will arrange and maintain, during the Project Period, appropriate comprehensive general liability insurance coverage to cover claims for bodily injury or property damage resulting from anything done or omitted by the Recipient or its employees, agents or Project participants, if any, in carrying out the Project.

35.0 Amendment

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

36.0 Termination

36.1 Termination for Default

(1) The following constitute Events of Default:

- a) the Recipient becomes bankrupt, has a receiving order made against it, makes an assignment for the benefit of creditors, takes the benefit of a statute relating to bankrupt or insolvent debtors or an order is made or resolution passed for the winding up of the Recipient;
- b) the Recipient ceases to operate;
- c) any Party to this agreement is in breach of the performance of, or compliance with, any provision of this Agreement;
- d) the Recipient, 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; or

(2) Any Party may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice, if

- a) an Event of Default specified in paragraph (31.1)(1)(a) or (b) occurs, or
- b) an Event of Default specified in paragraphs (31.1)(1)(c) or (d) occurs and has not been remedied within thirty (30) days of receipt of written notice of default, or a plan satisfactory to remedy such Event of Default has not been put into place within such time period,

Upon providing such notice of termination, Canada will have no obligation to make any further contribution to the Recipient.

37.0 (1) In the event of a termination notice under section 31.0,

- a) the Recipient will make no further commitments in relation to the Project and will cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto, and
- b) all Eligible Expenditures incurred by the Recipient up to the date of termination 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 always that payment and reimbursement under this paragraph will 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.

(2) The Recipient will negotiate all contracts related to the Project, including employment contracts with staff, on terms that will enable the Recipient to cancel the contracts upon conditions and terms that will minimize to the extent possible their cancellation costs in the event of a termination of this Agreement. The Recipient will 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 31.1.b in the event of a termination of this Agreement.

38.0 Dispute Resolution

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. In the event that the Parties are unable to resolve the dispute through negotiation, they agree to give good faith consideration to resorting to other alternate dispute resolution processes to resolve the dispute. However, the Parties agree that nothing contained in this section will affect, alter or modify the rights of either Party to terminate the Agreement.



39.0 Assignment

- 39.1 The parties may subcontract or delegate any functions or activities under this Agreement but will not assign any of their responsibilities under this Agreement.
- 39.2 This Agreement is binding upon the parties and their respective administrators and successors.

40.0 Applicable Law

- 40.1 This Agreement will be governed by and construed in accordance with the applicable laws of the province or territory where the Project will be performed or, if the Project is to be carried out in more than one province or territory, of the province or territory where the Recipient has its main place of business.
- 40.2 The Recipient will carry out the Project in compliance with all applicable federal, provincial and municipal laws, by-laws and regulations, including any environmental legislation and legislation related to protection of information and privacy. The Recipient will 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.

41.0 Conflict of Interest Provisions Regarding Federal Officials

- 41.1 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 Sector applies will derive a direct benefit from the Agreement unless the provision or receipt of such benefit is in compliance with the said legislation or codes.
- 41.2 No member of the Senate or the House of Commons will be admitted to any share or part of the Agreement or to any benefit arising from it that is not otherwise available to the general public.

42.0 Proactive Disclosure

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

43.0 Access to Information

The Recipient acknowledges that Canada is subject to the *Access to Information Act* [RSC 1985, Chapter 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.

44.0 Intellectual Property

- 44.1 The Recipient owns any intellectual property resulting from the activities undertaken with Canada's funding.
- 44.2 Canada may request a licence to make its own use of such intellectual property, including the right to translate and transform it into alternate formats. The Recipient will not unreasonably withhold such licence.

45.0 Environmental Protection:

The Recipient will:

- (a) maintain and implement any and all environmental protection measures prescribed by Canada for ensuring that the harm to the environment resulting from the Project, if any, will remain minimal; and
- (b) ensure that all environmental protection measures, standards, and rules relating to the Project established by competent authorities are respected.

46.0 Notices

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



47.0 Lobbyists

47.1 The Recipient declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this Agreement was in compliance with the provisions of the *Lobbying Act [R.S.C. 1985 c. 44 (4th Supp.)]*, as amended from time to time, at the time the lobbying occurred and that any such person to whom the aforementioned act applies has received, or will receive, no payment, directly or indirectly, from the Recipient that is in whole or in part contingent on obtaining this Agreement.

48.0 Official Languages Act

48.1 Where the Project may be delivered to members of both official language communities, the Recipient shall:

- (a) make Project-related documentation and announcements (for the public and prospective Project participants, if any) in both official languages;
- (b) actively offer and provide in both official languages any Project-related services to members of the public eligible for the Recipient's services;
- (c) encourage members of both official language communities to participate in the Project and its activities; and
- (d) organize activities and provide its services, where appropriate, in such a manner as to address the needs of both official language communities.



AND SIGNED ON BEHALF OF THE RECIPIENT THIS ___ DAY OF _____, 2019 BY ITS DULY AUTHORIZED OFFICERS

per: _____

(signature)

(name and title of authorized signatory)

per: _____

(signature)

(name and title of authorized signatory)

SIGNED ON BEHALF OF CANADA THIS ___ DAY OF _____, 2019 BY THE MINISTER OF HUMAN RESOURCES AND SKILLS DEVELOPMENT AND THE CANADA EMPLOYMENT INSURANCE COMMISSION

per: _____

(signature)

(name and title of signatory on behalf of Minister and the Commission)

SCHEDULE A – CONSOLIDATED REVENUE FUNDING FOR THE INDIGENOUS SKILLS AND EMPLOYMENT TRAINING PROGRAM

1.0 Authority

1.1 Funding is provided under the Indigenous Skills and Employment Training (ISET) program, which is established by the Minister of Human Resources and Skills Development pursuant to section 7 of the *Department of Human Resources and Skills Development Act*.

2.0 Purpose and Objective

2.1 The First Nation Labour Market Strategy, under the ISET program, will “help close the employment and earning gaps between Indigenous and non-Indigenous people,” with “a stronger focus on training for higher quality, better paying jobs rather than rapid re-employment,” as well as assisting “clients to gain greater skills and find jobs that will support their long-term career success,” as stated in Budget 2018.

2.2 The objective of the First Nation Labour Market Strategy is:

- (a) to support First Nations in developing employment skills and pursuing training for higher-quality jobs by recognizing their unique needs, with the ultimate objective of closing the employment and earning, and skills gaps between First Nations and non-Indigenous people; and,
- (b) to build capacity of First Nations service delivery organizations by professionalizing services to better support their clients.

3.0 Effective Date and Duration

3.1 This Schedule will come into effect on April 1, 2019 and will expire on March 31, 2029 unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement, or extended by Amendment.

4.0 Funding Amounts

4.1 The total maximum amount of Canada’s contribution towards the Eligible Expenditures of the Project is \$ _____.

4.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:

Fiscal Year	Consolidated Revenue Fund
2019-2020	
2020-2021	
2021-2022	
2022-2023	
2023-2024	
2024-2025	
2025-2026	
2026-2027	
2027-2028	
2028-2029	

5.0 Program Budget

5.1 The Recipient’s capacity assessment reporting requirements will be attached to and form part of this Schedule and will include the Recipient’s annual operational plan, activity report, and annual report for each Fiscal Year for which funding is received under this Agreement.

5.2 Pursuant to provision 6.2.1 of the Agreement, periodical reassessments of the Recipient’s management capacity will be conducted, at a minimum, during the fourth and the eighth year of this Schedule.

A Flat Rate for Administrative Costs

5.3 Canada will provide payment to the Recipient for “Administrative Costs” up to 15% as set out in the Program Budget. The usage of this payment is exempt from the reporting requirements stipulated in this Agreement.

6.0 Basic Services for Eligible Clientele

6.1 In addition to delivering the activities described in each specific program plan to its eligible clientele, the Recipient agrees to provide, where practicable and upon request, the following services free of charge to all eligible clientele who come to their service centres seeking assistance:

- (a) a preliminary interview to discuss the needs of eligible clientele;
- (b) if the needs of the eligible clientele surpass the services offered by the point of service, the eligible clientele, as appropriate, is to be referred to another community agency, Service Canada, or other Indigenous service provider to obtain the service or services needed by the eligible clientele which have been identified through the preliminary interview;
- (c) as appropriate, the sharing of relevant information and materials related to the programs included in this Agreement; and
- (d) if, at the point of service, there are computers with internet connection for use by eligible clientele, the Recipient will permit the eligible clientele seeking assistance to use the computers to research additional materials to those referred to in (c) if requested.

7.0 Reporting on Results

7.1 Annual Reports

7.2 No later than 60 days following the end of each fiscal year during the Period of this Agreement, the Recipient shall prepare and provide for acceptance by Canada, an annual report on:

- (a) the overall success achieved in implementing its annual operational plan, including the activities and expenditures for the fiscal year;
- (b) audited financial statements;
- (c) the overall success achieved in meeting its milestones;
- (d) the challenges, and lessons learned during the year in implementing its activities; and,
- (e) its partnering activities.

7.3 The annual report submitted pursuant to section 7.4, could be done on an annual basis in conjunction with the Recipient’s overall governance and organizational reporting as appropriate.

7.4.1 The Recipient shall make copies of its annual report available to the public electronically and at its offices and at such other locations as will provide convenient access to the report by the communities served by the Recipient’s activities and to whom the Recipient is accountable.

7.5 The statement shall be signed by the designated official certifying that all information contained in the report is accurate and are in accordance with the Agreement.

7.6 Data Gateway reporting

7.7 The Recipient pursuant to section 23 of this Agreement will provide to Canada, about each client who is participating in ISET program, the data elements described in Annex A, as amended by mutual consent of the signatories from time to time.

SCHEDULE B – EMPLOYMENT INSURANCE PART II FUNDING FOR THE INDIGENOUS SKILLS AND EMPLOYMENT TRAINING PROGRAM

1.0 Authority

- 1.1 Funding is provided under the authority of section 63 of the *Employment Insurance Act* (EI Act). Section 63 authorizes the Canada Employment Insurance Commission to enter into agreements with any government in Canada or any other public or private organization to provide for the payment of contributions for all or a portion of:
- (a) any costs of benefits or measures that are similar to the employment benefit and support measures established by the Commission and that are consistent with the purpose and guidelines of Part II of the EI Act that are provided by the government, government agency or organization;
 - (b) any administration costs that the government, government agency or organization incurs in providing the benefits and measures; and,
 - (c) results.

2.0 Purpose/Objective

- 2.1 Contributions under section 63 of the EI Act support the purpose of Part II of the EI Act, which is to help maintain a sustainable Employment Insurance system through the establishment of employment benefit and support measures. Benefits and measures established by provinces, territories and by Aboriginal organizations must be similar to the employment benefit and support measures to be eligible for funding. The similar benefits and measures are designed to:
- (a) better coordinate federal, provincial/territorial and Indigenous labour market programs and reducing overlap and duplication;
 - (b) improve service to clients, and
 - (c) better meet the needs of regional and local labour markets.

3.0 Effective Date and Duration

- 3.1 This Schedule will come into effect on April 1, 2019 and will expire on March 31, 2029 unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement, or extended by Amendment.

4.0 Funding Amounts

- 4.1 The total maximum amount of Canada’s contribution towards the Eligible Expenditures of the Project is \$ _____.
- 4.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:

Fiscal Year	Employment Insurance Part II
2019-2020	
2020-2021	
2021-2022	
2022-2023	
2023-2024	
2024-2025	
2025-2026	
2026-2027	
2027-2028	
2028-2029	

- 4.3 The Recipient acknowledges the limitations imposed by section 63 of the *Employment Insurance Act* on the purposes and types of programs for which contributions under section 63 may be made and agrees that the contribution by Canada may only be used to defray the Recipient’s EI-related Eligible Expenditures.

- 4.4 The balance of any unexpended contribution under section 63 of the *Employment Insurance Act* that is retained and carried forward under this section may only be used by the Recipient for EI-related Eligible Expenditures.

5.0 Program Budget

5.1 The Recipient's capacity assessment reporting requirements will be attached to and form part of this Schedule and will include the Recipient's annual operational plan, activity report, and annual report for each Fiscal Year for which funding is received under this Agreement.

5.2 Pursuant to provision 6.2.1 of the Agreement, periodical reassessments of the Recipient's management capacity will be conducted, at a minimum, during the fourth and the eighth year of this Schedule.

5.3 A Flat Rate for Administrative Costs

5.4 Canada will provide payment to the Recipient for "Administrative Costs" up to 15% as set out in the Program Budget. The usage of this payment is exempt from the reporting requirements stipulated in this Agreement.

6.0 Basic Services for Eligible Clientele

6.1 In addition to delivering the activities described in each specific program plan to its Eligible clientele, the Recipient agrees to provide, where practicable and upon request, the following services free of charge to all eligible clientele who come to their service centres seeking assistance:

- (a) a preliminary interview to discuss the needs of eligible clientele;
- (b) if the needs of the eligible clientele surpass the services offered by the point of service, the eligible clientele, as appropriate, is to be referred to another community agency, Service Canada, or other Indigenous service provider to obtain the service or services needed by the eligible clientele which have been identified through the preliminary interview;
- (c) as appropriate, the sharing of relevant information and materials related to the programs included in this Agreement; and
- (d) if, at the point of service, there are computers with internet connection for use by eligible clientele, the Recipient will permit the eligible clientele seeking assistance to use the computers to research additional materials to those referred to in (c) if requested.

7.0 Reporting on Results

7.1 Annual Reports

No later than 60 days following the end of each fiscal year during the Period of this Agreement, the Recipient shall prepare and provide for acceptance by Canada, an annual report on:

- (a) the overall progress achieved in implementing its annual operational plan, including the activities and expenditures for the fiscal year;
- (b) audited financial statements;
- (c) the overall progress achieved in meeting its milestones;
- (d) the successes, challenges, and lessons learned during the year in implementing its activities; and,
- (e) its partnering activities.

7.2 The annual report submitted pursuant to section 10.4, could be done on an annual basis in conjunction with the Recipient's overall governance and organizational reporting as appropriate.

7.3 The Recipient shall make copies of its annual report available to the public electronically and at its offices and at such other locations as will provide convenient access to the report by the communities served by the Recipient's activities and to whom the Recipient is accountable

7.4 The statement shall be signed by the designated official certifying that all information contained in the report is accurate and are in accordance with the Agreement.

7.5 Data Gateway reporting

7.6 The Recipient pursuant to section 23 of this Agreement will provide to Canada, about each client who is participating in ISET program, the data elements described in Annex A, as amended by mutual consent of the signatories from time to time.

- 7.7 The Recipient will also provide to Canada the following personal information under its control about each EI client receiving assistance from the Recipient, as the case may be, under a program of the Recipient that is similar to Canada's Skills Development Benefit, Self-employment Benefit or Job Creation Partnerships Benefit for the purposes of assisting Canada in verifying client eligibility for, or entitlement to, insurance benefits under Part I of the Employment Insurance Act, and ensuring for purposes of section 25 of the Employment Insurance Act that EI clients who are active EI claimants continue to receive the insurance benefits to which they are entitled while participating in the program: name, social insurance number, project type, training ID, start week(s)/date(s) of intervention, end week(s)/date(s) of intervention, project responsibility centre code, project number, apprentice indicator, intervention break start week/date, agreement number, institution code (if available), no claim report code, rate (EI Part II), date of birth, name of intervention in which individual is involved, date of withdrawal from intervention, date terminated from intervention, reason for withdrawal from intervention, and reason for termination from employment/intervention.
- 7.8 Canada will provide to the Recipient the following personal information under its control for the purpose of assisting the Recipient in determining if the individual qualifies as an EI client who is eligible for assistance under the Recipient's programs that are similar to Canada's Employment Benefits and Support Measures with EI funds provided to the Recipient: name, social insurance number, address, postal code, telephone number, date of birth, responsible Service Canada Centres— if available, gender, language (French or English), and EI client status.
- 7.9 Canada will also provide the Recipient with the following information in respect of an individual who has been determined to be an EI client for the purpose of assisting the Recipient in determining the nature and level of financial assistance to be provided to the EI client under the Recipient's programs: name, social insurance number, address, postal code, telephone number, date of birth, responsible Service Canada Centres – if available, gender, language (French or English), EI client status, number of previous claims in the last five years (60 months), disqualified, disentitlement, type of EI benefit (claim type, e.g. regular, etc.), benefit period commencement (BPC), last week processed, week of renewal, EI Part I expected end date and benefit rate, federal tax and provincial/territorial tax deducted, number of eligible weeks, number of weeks paid, apprenticeship status, details on allocation (start / end / weekly earnings / total earnings) and intervention measures status.
- 7.10 Information exchange
- 7.11 Personal information referred to in this Schedule may be provided by Canada to the Recipient by giving the Recipient access to data systems administered by Canada through a web-based application known as "EIBIS/LMDA Access"
- 7.12 Similarly, personal information referred to in this Schedule may be provided by the Recipient to Canada by giving the Recipient access to data systems administered by Canada through a web-based application known as "EIBIS/LMDA Access".
- 7.13 Designation of Recipient as Referral Authority
- 7.14 To better coordinate the provision of assistance by the Recipient to participants in its programs who are active EI claimants with the payment of insurance benefits to those claimants by virtue of section 25 of the Employment Insurance Act, Canada, as represented by the Canada Employment Insurance Commission, hereby designates the Recipient as an authority for the purposes of section 25 of the Employment Insurance Act to refer participants in the Recipient's activities who are active EI claimants to:
- a) courses or programs of instruction or training which the claimant is attending at his or her own expense or under ISET program benefits; or

b) any other employment activity for which assistance has been provided for the claimant under labour market programs described in the operational plan which are similar to the Employment Benefit established by the Commission under the Act.

- 7.15 The Recipient shall give notice to Canada of its intention to designate a referral authority for the purposes of section 25 of Canada's EI Act in order that Canada may make the necessary administrative arrangements with the referral authority to ensure timely and proper payment of insurance benefits to the referred active EI claimants under section 25 of the Act.
- 7.16 In making any referrals referred to in subsection 7.9, the Recipient shall comply with such policies regarding the referral of claimants for the purposes of section 25 of the Employment Insurance Act that Canada, as represented by the Canada Employment Insurance Commission, may issue from time to time.
- 7.17 The designation of the Recipient under this section shall terminate automatically on expiry of the Period of the Agreement. The Commission may also revoke the designation at any time for cause

SCHEDULE C – CONSOLIDATED REVENUE FUNDING FOR FIRST NATION AND INUIT CHILD CARE INITIATIVE

1.0 Authority

1.1 Funding is provided under the First Nation and Inuit Child Care Initiative, which is established by the Minister of Human Resources and Skills Development (“the Minister”) pursuant to section 7 of the *Department of Human Resources and Skills Development Act*.

2.0 Objective

2.1 The objective of the Initiative is to increase access for Indigenous children and families to child care services and supports.

3.0 Effective Date and Duration

3.1 This Schedule will come into effect on April 1, 2019 and will expire on March 31, 20XX unless the Agreement is terminated on a prior date in accordance with the terms of this Agreement, or extended by Amendment.

4.0 Funding Amounts

4.1 The total maximum amount of Canada’s contribution towards the Eligible Expenditures of the Project is \$ _____.

4.2 The maximum amount payable by Canada in each Fiscal Year of the Project Period on account of the contribution is as follows, unless otherwise authorized in writing by Canada:

Fiscal Year	Consolidated Revenue Fund
2019-2020	
2020-2021	
2021-2022	
2022-2023	
2023-2024	
2024-2025	
2025-2026	
2026-2027	
2027-2028	

5.0 Program Budget

5.1 The Recipient’s capacity assessment reporting requirements will be attached to and form part of this Schedule and will include the Recipient’s annual operational plan, activity report, and annual report for each Fiscal Year for which funding is received under this Agreement.

5.2 Pursuant to provision 6.2.1 of the Agreement, periodical reassessments of the Recipient’s management capacity will be conducted, at a minimum, during the fourth and the eighth year of this Schedule.

A Flat Rate for Administrative Costs

5.3 Canada will provide payment to the Recipient for “Administrative Costs” up to 15% as set out in the Program Budget. The usage of this payment is exempt from the reporting requirements stipulated in this Agreement.

6.0 Reporting on Results

6.1 Annual Reports

No later than 60 days following the end of each fiscal year during the Period of this Agreement, the Recipient shall prepare and provide for acceptance by Canada, an annual report on:

- (a) the overall progress achieved in implementing its annual operational plan, including the activities and expenditures for the fiscal year;
- (b) audited financial statements;
- (c) the overall progress achieved in meeting its milestones;

- (d) the successes, challenges, and lessons learned during the year in implementing its activities; and,
 - (e) its partnering activities.
- 6.2 The annual report submitted pursuant to section 6.1, could be done on an annual basis in conjunction with the Recipient's overall governance and organizational reporting as appropriate.
- 6.3 The Recipient shall make copies of its annual report available to the public electronically and at its offices and at such other locations as will provide convenient access to the report by the communities served by the Recipient's activities and to whom the Recipient is accountable.
- 6.4 The statement shall be signed by the designated official certifying that all information contained in the report is accurate and are in accordance with the Agreement.
- 6.5 Results Reporting
- 6.6 Reporting provided by Recipient to Canada – to be determined

ANNEX A – Personal Information to be Provided by the Recipient to Canada

The Recipient pursuant to section 23 of this Agreement will provide to Canada the following personal information under its control about each client who is participating in ISET program for the purpose of assisting Canada in monitoring, assessing and evaluating the effectiveness of the assistance provided by Canada under ISET program:

- Social insurance number
- Last Name
- Initial
- First name
- Date of birth
- Gender
- Indigenous group
- Marital status
- Number of dependents of the client
- Language(s) spoken
- Disability
- Street address
- City
- Province
- Postal code
- Agreement number
- Highest level of education at intake
- Barriers to employment
- Social assistance recipient
- Employment Insurance claimant
- Client status at intake
- Employed client details at intake
- Action plan start date
- Intervention start date
- Intervention code
- Intervention related NOC
- Intervention outcome
- Intervention end date
- Action plan result date
- Action plan result
- Details on employed Result
- Details on return to school result
- Highest level of education on exit