

**AGREEMENT #:
AMENDMENT #:**

**INDIGENOUS SKILLS AND EMPLOYMENT TRAINING PROGRAM
FIRST NATIONS DISTINCTION FUNDING AGREEMENT (this "Agreement")**

BETWEEN

First Peoples Development Inc.

(hereinafter referred to as "FPDI"),

AND

[legal name of recipient organization]

(hereinafter referred to as "the Recipient")

(Hereinafter collectively referred to as "the Parties")

ARTICLES OF AGREEMENT

WHEREAS FPDI has entered into an agreement (the "**Canada Agreement**") with Her Majesty the Queen in Right of Canada, as represented by Employment and Social Development Canada and the Canadian Employment Insurance Commission ("**Canada**"), whereby Canada has agreed to provide funding to FPDI, pursuant to Section 63 of the *Employment Insurance Act* (Canada), so that FPDI can provide activities related to the Indigenous Skills and Employment Training Program (the "**ISET Program**");

WHEREAS FPDI and Canada share the vision that the Canada Agreement, and FPDI's activities thereunder, will:

- (a) support capacity-building by FPDI to empower FPDI to plan and invest in activities covered under the Canada Agreement, based on FPDI's priorities;
- (b) be founded on a mutual accountability relationship whereby FPDI is primarily accountable to its stakeholder community while FPDI and Canada are mutually accountable for the commitments they make to one another in pursuit of achieving the goals of the Canada Agreement; and
- (c) work toward reducing the employment, skills and earning gaps between FPDI's Eligible Clientele and other non-Indigenous Canadians;

WHEREAS the Canada Agreement contemplates that FPDI will provide labour market programs, youth programs, programs for disabled persons, child care programs and capacity building, for the benefit of its Eligible Clientele, either directly, or indirectly, through organizations other than FPDI;

WHEREAS the Canada Agreement further contemplates that funding provided to FPDI under the Canada Agreement may be distributed by FPDI to the Recipient, to enable the Recipient to carry out such responsibilities of FPDI as are delegated to the Recipient, by FPDI, pursuant to the terms and conditions of this Agreement;

WHEREAS FPDI wishes to provide funding to the Recipient in accordance with the terms and conditions of this Agreement, to support the provision to Eligible Clientele of labour market programs, youth programs, programs for disabled persons, child care programs and capacity building, pursuant to the Canada Agreement; and

WHEREAS the Recipient and FPDI 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

1.1 The purpose of the Agreement is to outline the terms under which FPDI will provide funding to the Recipient to carry out Programs, provided to its Eligible Clientele, as described in the specific Program Schedules that form part of this Agreement. The Recipient will carry out the activities described in its Annual Operational Plans in accordance with the terms and conditions of this Agreement to the Indigenous people described in Annex B to this Agreement ("**Eligible Clientele**").

1.2 In addition to providing the activities described in its Annual Operational Plans to its Eligible Clientele, the Recipient agrees to provide, where practicable and upon request, the following services free of charge to Indigenous peoples who are not members of their Eligible Clientele who come to their points of service seeking assistance:

- (a) Service Needs Assessments; and
- (b) access to relevant labour market data and literature, information on employment prospects and trends, and other employment related materials to enable the person to

identify booming industry sectors, and to match local employment opportunities and trends to their employment desires and interests.

- 1.3 If, at a point of service, there are computers with internet connection for use of Eligible Clientele in accessing the labour market data and literature and other information referred to in paragraph 1.2(b), the Recipient shall permit the Indigenous peoples referred to in Subsection 1.2 (i.e., Indigenous peoples who are not members of the Recipient's Eligible Clientele) to use such computers and internet services to access the information and to research training and job opportunities. The Recipient shall also provide technical support to people with low technological skills requiring assistance.

2.0 Definitions

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

"Access Coordinator" means Service Canada's Regional coordinator(s) authorized to submit and manage access requests for systems and services administered by Canada, in the case of Canada, and the individual who is appointed to liaise with Canada and its Authorized Users, in respect of systems and services administered by Canada, in the case of FPDI and the Recipient.

"active EI claimant" has the meaning set out in Subsection 8.1 of Schedule B to this Agreement.

"Activity Report" has the meaning set out in Subsection 7.1 of this Agreement.

"Administrative Costs" means the expenditures incurred by the Recipient in the course of its regular operations that, though indirectly related to the delivery of Programs, enable the Recipient to manage the delivery of Programs successfully.

"Advance" means a contribution of funding made by FPDI to the Recipient, in accordance with the terms and conditions of this Agreement.

"Advance Period" means the intervals upon which FPDI's Advances to the Recipient are made, in accordance with Section 11 of this Agreement. For greater certainty, the Advance Period may be monthly, quarterly or semi-annually, in each case subject to any applicable holdbacks and the terms and conditions of this Agreement.

"Agreement" means these Articles of Agreement, the specific Program Schedules, and any valid Amendments that may be made by the Parties hereto.

"Agreement Period" means the term of this Agreement, as set out in Section 3 of this Agreement.

"Amendment" means an amendment to this Agreement, made in accordance with Section 36 of this Agreement.

"Annual Operational Plan" means the operational plan for the then-current Fiscal Year that sets out the Recipient's planned activities and budgets for expenditures for the Fiscal Year, in accordance with Subsection 6.1 of this Agreement.

"Annual Report" means a report submitted by the Recipient to FPDI annually, which is prepared in accordance with the instructions set out in the ISET Policies, and which addresses, among other things:

- (a) the successes, challenges, and lessons learned during the year in implementing its activities;
- (b) its partnering activities;
- (c) the number of Indigenous peoples who were not members of the Recipient's Eligible Clientele who received services referred to in Section 6 of Schedules A or B to this Agreement.
- (d) the progress achieved in implementing its Annual Operational Plan for the Fiscal Year; and

(e) the overall progress achieved in implementing its strategic plan,
and such other elements as are prescribed by this Agreement, including, but not limited to,
Section 7 of Schedules A or B to this Agreement.

"**Business Day**" means any day other than Saturday or Sunday or a statutory holiday so
recognized by the Province of Manitoba.

"**Capacity Assessment**" has the meaning set out in Subsection 10.1 of this Agreement.

"**Capacity Building**" has the meaning set out in Subsection 10.4 of this Agreement.

"**Capacity Enhancements**" has the meaning set out in Subsection 10.4 of this Agreement.

"**Capital Asset**" means any single item, or a collection of items which form one identifiable
functional unit, that has a purchase or lease value more than \$5,000.00 (excluding GST/HST), but
does not include land or buildings purchased or leased by the Recipient in connection with the
implementation of this Agreement.

"**Co-Manage**" means to assist the Recipient in, at a minimum, fulfilling its obligations under this
Agreement and in remedying the default that gave rise to the requirement for FPD I to assist the
Recipient, "**Co-Manager**" shall mean a person who Co-Manages, and "**Co-Managing**" shall
mean the activities undertaken by a Co-Manager to fulfill the Recipient's obligations under this
Agreement.

"**Data Gateway**" means the secure systems link maintained by Canada through which the
Recipient will upload client data files and information.

"**EI Act**" has the meaning set out in Section 1.0 of Schedule B to this Agreement.

"**EI client**" has the meaning set out in Subsection 8.1 of Schedule B to this Agreement.

"**EI-related Eligible Expenditures**" has the meaning set out in Subsection 8.1 of Schedule B to
this Agreement.

"**Eligible Clientele**" means the Indigenous people described in Annex B to this Agreement, to be
served by the Recipient's Programs, services and other activities described in its Annual
Operational Plans.

"**Eligible Expenditures**" means the expenditures for costs described in the approved Recipient
budget and any Third Party budgets that form part of the Recipient's Annual Operational Plans,
that comply with the specific Program Schedules that form part of this Agreement and any ISET
Policies.

"**Event of Default**" has the meaning set out in paragraph 37.1(1) of this Agreement.

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

"**immediate family**" has the meaning set out in Subsection 41.7 of this Agreement.

"**ISET Policies**" has the meaning set out in Subsection 50(a) of this Agreement.

"**New Agreement**" has the meaning set out in paragraph 37.3(3) of this Agreement.

"**Optimal Capacity**" has the meaning set out in Subsection 10.4 of this Agreement.

"**Participant**" has the meaning set out in Subsection 26.1 of this Agreement.

"**Parties**" means FPD I and the Recipient, and their permitted successors and assigns.

"**Personal Information**" means information about an identifiable individual.

"**Programs**" means the labour market programs, youth programs, programs for disabled persons,
child care programs and capacity building activities to be implemented by the Recipient under this
Agreement, which are described in the Recipient's approved Annual Operational Plans.

"Remedial Management Plan" means a plan, developed by the Recipient and approved by FPDI, which reflects measures to be taken by the Recipient which are necessary to remedy a default under this Agreement.

"Service Needs Assessment" means:

- (a) an assessment of a person's need for employment services such as, but not limited to, employment counseling, a program intervention, or the development of a Return to Work Action Plan, which is conducted through an interview process; and
- (b) as appropriate, the referral of the person to another community agency, Service Canada or other Indigenous service provider, to obtain the service or services needed by the person, which have been identified through the assessment.

"Schedule" means any schedule, annex or appendix to this Agreement.

"Subscriber" means an individual who has been granted access to, and thereby becomes an authorized user of, a system or service administered by Canada, in accordance with Subsection 30.2 of this Agreement.

"Third Party" means any legal entity that is contracted by the Recipient to carry out activities that involve providing direct assistance to Eligible Clientele, and to which the Recipient has, in accordance with Section 25 of this Agreement, delegated its responsibility for the delivery of aspects of the Programs, and **"Third Parties"** means more than one of any of them.

"Third Party Agreement" means an agreement between the Recipient and a Third Party, pursuant to which the Third Party is engaged to provide Programs.

"Vendor" means any legal entity, other than FPDI, Canada or the Recipient, who supplies a product or a service under this Agreement.

- 2.2 Unless otherwise specified in the Agreement, words importing the singular include the plural and vice-versa and words importing gender include all genders, as the context may require.
- 2.3 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.
- 2.4 The preamble and the Schedules of this Agreement are an integral part of this Agreement and are incorporated herein. The Parties confirm the truth and accuracy of the recitals set out in the preamble and the Schedules.
- 2.5 The following are the Schedules of this Agreement, which Schedules are incorporated by reference herein, and form part of this Agreement:

Schedule A - Consolidated Revenue Funding for the Indigenous Skills and Employment Training Program

Schedule B - Employment Insurance Part II Funding for the Indigenous Skills and Employment Training Program

Schedule C - Consolidated Revenue Funding for First Nation and Inuit Child Care Initiative

Annex A - Personal Information to be Provided by the Recipient to FPDI

Annex B - Description of Eligible Clientele

Annex C - Capacity Assessment Guidelines

3.0 Effective Date and Duration

This Agreement will come into effect as of [REDACTED], 2019 and will expire on [REDACTED], 2029 unless it is earlier terminated in accordance with its terms, or is extended by an Amendment. All Schedules of this Agreement correspond to the same effective start date and end date of the Agreement (the **"Agreement Period"**), unless otherwise stated in the specific Schedule.

4.0 Mutual Accountability and Relationship

- 4.1 The Recipient and FPDI will maintain a system of mutual accountability and transparency that is based on recognition of Indigenous rights, respect, co-operation, and partnership.
- 4.2 The Recipient and FPDI 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 activities in accordance with this Agreement. FPDI will provide funding to the Recipient and undertake the other responsibilities set out for FPDI herein. Both FPDI 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; or
 - (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 No later than sixty (60) days before the beginning of each Fiscal Year during the Agreement Period, the Recipient will prepare and submit for FPDI's review and approval, an Annual Operational Plan for the forthcoming Fiscal Year, which will set out:
- (a) the Recipient's priorities and objectives, and how they will contribute to achieving the objectives of the Programs described in the Schedules of this Agreement;
 - (b) the planned activities;
 - (c) the planned budget and expenditures;
 - (d) the cash flow forecast;
 - (e) the performance measurement activities planned; and
 - (f) any other information relevant (as determined by FPDI, in its sole discretion) to meeting the objectives of the Programs described in the Schedules of this Agreement.

The Annual Operational Plan shall be prepared within the framework of the Recipient's long range strategic plan, as updated from time to time in consultation with FPDI, and in accordance with any applicable instructions and templates that may be set out in the ISET Policies, for the completion of Annual Operational Plans.

- 6.2 FPDI may request clarifications and additional information about the Annual Operational Plan within forty-five (45) days of receipt, to ensure the eligibility of planned activities in accordance with this Agreement.
- 6.3 Not more than forty-five (45) days after its receipt of the Annual Operational Plan, FPDI shall either:
- (a) indicate to the Recipient, in writing that it is satisfied that the Annual Operational Plan complies with Subsection 6.1, following which, the Annual Operational Plan shall be incorporated into, and form part of, this Agreement, and shall apply to the Fiscal Year indicated in the Annual Operational Plan. Once an Annual Operational Plan is accepted by FPDI, it shall not be amended, without written approval from FPDI, and the Recipient shall implement its activities in each Fiscal Year during the Agreement Period in accordance with its Annual Operational Plan for that year; or
 - (b) request clarification or additional information about the Annual Operational Plan, from the Recipient. Upon receipt of this information from the Recipient, the above-described

forty-five (45) days' period restarts. In the absence of any such requests, FPDI shall be deemed to have declared itself satisfied the Annual Operational Plan complies with Subsection 6.1.

7.0 Activity and Cash Flow Reporting

7.1 Within sixty (60) days following each Advance Period in which the Recipient receives an Advance, the Recipient shall submit to FPDI an activity report in a form satisfactory to FPDI (each, an "Activity Report"), which shall include:

- (a) a summary of completed activities for the Advance Period, aligned with the Annual Operational Plan;
- (b) a summary breakdown of claimed expenditures for the Advance Period in prescribed expenditure categories;
- (c) a detailed list of all Eligible Expenditures incurred and paid during the Advance Period as recorded in the Recipient's general ledger;
- (d) such substantiating documentation as may be requested by FPDI; and
- (e) a statement signed by an official designated by the Recipient, certifying that all information contained in the report is accurate and that all expenditures claimed are in accordance with the Agreement,

provided that no in-year activity and cash flow reporting shall be required of Optimal Capacity organizations.

7.2 The Recipient shall 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 Following its receipt of the Activity Report, FPDI shall advise the Recipient if clarification and additional information is needed.

7.4 The next payment of an Advance shall not be processed by FPDI unless FPDI has received from the Recipient:

- (a) an Activity Report which complies with Subsection 7.1, as determined by FPDI, in writing, acting reasonably; and
- (b) any clarification and additional information that has been requested under Subsection 7.3.

For greater certainty, and in addition to the above, FPDI may withhold payment of any Advance pending the completion of any audit of the Recipient's books and records conducted by FPDI or Canada under Sections 20 or 21. FPDI may also withhold payment of advances if the Recipient has not submitted the year-end Annual Report for the previous Fiscal Year when due, if one is required under a Schedule, and the Recipient has not provided FPDI a satisfactory explanation for the failure to submit the Annual Report.

PART 2 – Funding and Financial Conditions

8.0 FPDI's Funding

8.1 Subject to the terms and conditions of this Agreement and its Schedules, in each Fiscal Year of the Agreement Period, FPDI agrees to provide to the Recipient an Advance, in respect of the Recipient's Eligible Expenditures incurred in the Fiscal Year for each Program of an amount up to the amount set out in the respective Schedule for such Program.

8.2 For greater certainty, payment by FPDI of Advances under this Agreement each Fiscal Year is conditional upon receipt and approval by FPDI, of the Recipient's Annual Operational Plan for such Fiscal Year.

9.0 Eligible Expenditures

9.1 In accordance with the terms and conditions of the Programs provided in the Schedules of this Agreement, the Recipient may only be reimbursed for expended funding if, as determined by FPDI, in its sole discretion:

- 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 Assessment of the Recipient

10.1 In collaboration with the Recipient (but subject to a final decision to be made by FPDI, in its sole discretion), FPDI will perform prior to, or at the start of this Agreement, and periodically thereafter, an assessment of the Recipient's capacity (each, a "**Capacity Assessment**"), to:

- (a) manage the Recipient's obligations; and
- (b) and achieve results,

under this Agreement.

10.2 Periodic Capacity Assessments are conducted:

- (a) as may be provided in the Schedules to this Agreement;
- (b) at the request of the Recipient; or
- (c) at the initiative of FPDI, where FPDI is of the opinion that changes have taken place that may have affected the management capacity of the Recipient. These reasons must be fact based and objective.

10.3 The Recipient's capacity is assessed based 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 Pursuant to Subsection 10.3, the Capacity Assessment of the Recipient can lead to one of three 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 certain improvements to aspects of its management capacity; or
- (c) "**Optimal Capacity**": where the Recipient demonstrates an effective organization of its operations and sound practices on the majority of the aspects of its capacity.

10.5 FPDI shall conduct the Capacity Assessment in such a manner and with such procedures as it deems expedient, including, but not limited to, any relevant ISET Policies (as the same may be adapted by FPDI, from time to time). For illustrative purposes, only, Capacity Assessment guidelines issued by Canada are attached as Annex C to this Agreement.

11.0 Advances

11.1 Pursuant to Section 6, FPDI will provide Advances, based upon:

- (a) planned expenditures, as periodically updated by the Recipient, and accepted by FPDI pursuant to Subsection 6.3; and
- (b) the findings of the management Capacity Assessment of the Recipient, as described in Subsection 10.4.

11.2 Without limiting any other provision of this Agreement, FPDI may withhold payment of any Advance, in whole or in part, pending the completion of its financial and activity monitoring of the Recipient's books and records conducted by FPDI or Canada under Section 17. FPDI may also withhold payment of an Advance, in whole or in part, when the reporting requirements in any

Schedule (including, without limitation, Section 7 of Schedules A and B and Section 6 of Schedule C), are not satisfied.

- 11.3 Where the management capacity of the Recipient is assessed as Capacity Building, Advances by FPDI based on the payment provided in the appropriate Schedule to this Agreement shall be made at monthly intervals:
- (a) for the first and second quarter of each Fiscal Year, after the submission by the Recipient of the Annual Operational Plan provided for in Subsection 6.1, and FPDI's acceptance of that Annual Operational Plan, in accordance with Subsection 6.3;
 - (b) for the third quarter of each Fiscal Year, upon FPDI's acceptance of the Activity Report contemplated under Subsection 7.1, for the first quarter of the then-current Fiscal Year;
 - (c) for the fourth quarter of each Fiscal Year, upon FPDI's acceptance of the Activity Report contemplated under Subsection 7.1, for the second quarter of the then-current Fiscal Year; and
 - (d) for each Fiscal Year, ten percent (10%) of the annual payment of Advances by FPDI shall be withheld from each fourth quarter advance, pending FPDI's acceptance, in writing, of an Annual Report from the Recipient, outlining milestones achieved for that Fiscal Year, and any auditor's report or any other report that may be required under the terms of this Agreement.
- 11.4 Where the management capacity of the Recipient is assessed as Capacity Enhancements, Advances by FPDI based on the payment provided in the appropriate Schedule to this Agreement shall be made at quarterly intervals:
- (a) For the first half of each Fiscal Year, after the submission by the Recipient of the Annual Operational Plan provided for in Subsection 6.1, and FPDI's acceptance, in writing, of that Annual Operational Plan, in accordance with Subsection 6.3;
 - (b) For the second half of each Fiscal Year, on the submission of the reporting required under Subsection 7.1, in a form satisfactory to, and accepted in writing by, FPDI, for the first two quarters of the Fiscal Year; and
 - (c) For each Fiscal Year, seven-point-five percent (7.5%) of the annual payment of Advances by FPDI shall be withheld from the second advance, pending FPDI's acceptance of an Annual Report from the Recipient, outlining milestones achieved for that Fiscal Year, and any auditor's report or any other report that may be required under the terms of this Agreement.
- 11.5 Where the management capacity of the Recipient is assessed as Optimal Capacity, Advances by FPDI based on the payment provided in the appropriate Schedule to this Agreement shall be made at semi-annual intervals after the submission by the Recipient of the Annual Operational Plan provided for in Subsection 6.1, and FPDI's acceptance of that Annual Operational Plan, in accordance with Subsection 6.3. For each Fiscal Year, five percent (5%) of the annual payment of Advances by FPDI shall be withheld from the second Advance, pending FPDI's acceptance of an Annual Report from the Recipient, outlining milestones achieved for that Fiscal Year, and any auditor's report or any other report that may be required under the terms of this Agreement.
- 12.0 Basis of Payment**
- 12.1 Where the management capacity of the Recipient is assessed as Capacity Building, the basis of payment shall be the Recipient's achievement of pre-determined milestones as outlined in the then-current Annual Operational Plan, as determined by FPDI, acting reasonably and with regard to Activity Reports for the then-current Fiscal Year.
- 12.2 Where the management capacity of the Recipient is assessed as Capacity Enhancements or as Optimal Capacity, the basis of payment shall be a pre-determined annual amount based on the Recipient's Annual Operational Plan.
- 12.3 Advances provided during a Fiscal Year are reconciled with the Annual Operational Plan provided for in Subsection 6.1, and the milestones and progress achieved outlined in the Activity Reports and the Annual Report provided for in 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 twenty percent (20%) of the annual funding allocation has not been expended by the Recipient over two (2) consecutive Fiscal Years, then such excess funding may be redirected to another Recipient within the same First Nation network as the Recipient in consultation with the First Nation 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 FPDI within sixty (60) calendar days of the expiry of this Agreement.

14.0 Funding Repayment

- 14.1 In the event Advances 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 FPDI and will need to be promptly repaid to FPDI 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 using an Advance 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*.

15.0 Preservation and Disposition of Capital Assets

- 15.1 During the Agreement period, the Recipient agrees not to dispose of any Capital Asset purchased by the Recipient with the funding provided by FPDI under this Agreement without the prior authorization of FPDI.
- 15.2 At the end of the Agreement Period, or upon termination of this Agreement, if earlier, FPDI will provide direction to the Recipient with regard to the preservation or disposition of any Capital Asset purchased by the Recipient with funding provided under this Agreement.

16.0 Agreement 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 Agreement-related activities. This includes records for all:
- (a) agreement-related contracts and agreements and all invoices, receipts and vouchers relating to Eligible Expenditures;
 - (b) all invoices, receipts, vouchers, electronic payment requisitions and records relating to Eligible Expenditures;
 - (c) bank records including bank statements and cancelled cheques; and
 - (b) Agreement-related activity, progress and evaluation reports and reports of Agreement reviews or audits carried out for, by, or on behalf of, the Recipient.
- 16.2 The Recipient will retain the books and records referred to in Subsection 16.1 for a period of six (6) years following the Agreement Period.
- 16.3 Where the Recipient enters into a Third Party Agreement with respect to 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 Subsections 16.1 and 16.2 of this Agreement.

17.0 Financial and Activity Monitoring

The Recipient will grant representatives of FPDI and Canada access to all information related to the activities performed, and expenditures incurred, either directly by the Recipient or indirectly through a Third Party Agreement, for the entire amount of funding allocated to the Recipient under this Agreement. This access will be exercised periodically throughout the Agreement Period, and for six (6) years thereafter, with prior notice from FPDI or Canada to the Recipient, for the purpose of monitoring the Recipient's compliance with the terms of this Agreement. The Recipient shall permit FPDI's or Canada's representatives to take copies and extracts of such information and shall furnish FPDI or Canada with such additional information as they may require with reference to them.

18.0 Interest Earned on Advances

Any interest earned on payments of Advances shall be accounted quarterly by the Recipient. The amount of interest earned on any advances may be retained by the Recipient to defray Eligible Expenditures that are in excess of the amount covered by FPDI's maximum Advance for the Fiscal Year. If there is any unspent interest at the end of the Agreement period, the amount of such interest will be deemed to be part of FPDI's payment of Advances to which the Recipient is not entitled for the purpose of Section 14 of this Agreement.

19.0 Other Sources of Funding

19.1 The Recipient will identify additional sources of funding received and used towards the costs of the activities that support the Programs described in the Schedules of this Agreement if the funding is from a source other than FPDI. This information will be provided to FPDI in accordance with the Recipient's management Capacity Assessment and corresponding reporting regime.

19.2 Where in any Fiscal Year during the Agreement Period the Recipient expects to receive funding toward the costs of its Program activities from a source other than FPDI, the Recipient shall include in its Annual Operational Plan for the year the name of the source of additional funding and the amount of the additional funding to be received during the Fiscal Year.

19.3 If, in a Fiscal Year during the Agreement Period:

- (a) the Recipient receives funding toward the costs of its Program activities from a source other than a source indicated in its Annual Operational Plan and the amount of funding from that other source is more than fifteen percent (15%) of the aggregate amount of FPDI's maximum payment of Advances under the Schedules to this Agreement for that Fiscal Year; or
- (b) the Recipient receives funding toward the costs of its Program activities from a source indicated in its Annual Operational Plan that is in excess of the amount from that source indicated in the Annual Operational Plan and the amount of the excess funding from that other source is more than fifteen percent (15%) of the aggregate amount of FPDI's maximum payment of Advances under the Schedules to this Agreement for that Fiscal Year,

the Recipient shall immediately notify FPDI of the additional funding received and its plan for the use of the additional funding.

19.4 Where FPDI receives notice under Subsection 19.3 of the Recipient's receipt of additional funding, FPDI may in its sole discretion:

- (a) reduce its payment of Advances under this Agreement for the Fiscal Year by the amount of the additional funding received by the Recipient in that year; or
- (b) require repayment of an amount of its payment of Advances under the Schedules to this Agreement that is equal to the amount of the additional funding received,

unless the Recipient satisfies FPDI that it plans to use that additional funding to support its Program activities in either the current Fiscal Year or in subsequent Fiscal Years.

20.0 Right to Audit and Access to Records

- 20.1 During the Agreement Period and for a period of six (6) years thereafter, the Recipient will, upon request, grant representatives of FPDI or Canada access to the books and records referred to in Subsection 16.1, and any other records or reports the Recipient is required by this Agreement to produce or retain, for the purpose of conducting an audit to verify compliance with the terms and conditions of this Agreement and to verify expenses claimed by the Recipient as Eligible Expenditures which include all financial and non-financial records from Third Parties or any other delegated responsibilities holders.
- 20.2 If requested by FPDI, the Recipient shall permit representatives of FPDI to discuss any financial report referred to in this Section 20 with the Recipient's auditors. The Recipient shall execute such directions, consents and other authorizations as may be required in order to permit the Recipient's auditors to discuss the report with representatives of FPDI and provide any requested information to them in relation to the audit.
- 20.3 FPDI reserves the right to conduct an audit or cause to have audited the accounts and records of the Recipient at any time during the Agreement Period, and for a period of up to six (6) years thereafter, to ensure compliance by the Recipient with the terms and conditions of the Agreement. The scope, coverage and timing of such audits shall be determined by FPDI and, if conducted, may be carried out by employees of FPDI. Where FPDI exercises its right to conduct an audit under this Section 20, the Recipient shall make available to FPDI's auditors, in a timely manner, any records, documents and information that FPDI's auditors may require.

21.0 Inquiry by the Auditor General of Canada

If, during the Agreement Period or within a period of six (6) years thereafter, the Auditor General of Canada, in relation to an inquiry conducted under paragraph 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 Disclosure of Information by the Government of Canada

- 22.1 Canada may make public, after informing FPDI and the Recipient:
- (a) the name of the Recipient;
 - (b) the amount of funding provided under this Agreement; and
 - (c) the general nature of each Program initiative described in the Agreement or the appropriate Schedule.
- 22.2 Subsection 22.1 does not limit the rights or obligations that Canada has to disclose information.

23.0 Publicity about Funding

- 23.1 Any of Canada, FPDI or the Recipient may propose to the other Parties a joint public announcement or the development of joint communication materials that recognize Canada's funding for an initiative under this Agreement. Communication materials may include public events, media releases, interviews, speeches, publications, signage, websites, advertising and promotional materials.
- 23.2 The Party making the proposal will provide time for the other Parties to respond in writing before the communications release or event. The Parties receiving the proposal will respond as soon as reasonably possible to facilitate attendance and to allow for the timely production and distribution of the communication material.

PART 3 – CONTRACTING

24.0 Contracting for Goods and Services

- 24.1 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 from the Vendor offering the best value for money (as determined by FPDI, acting reasonably), and the Recipient shall not be

permitted to divide a requirement for goods and services into a number of smaller contracts for the purposes of avoiding the obligations of this Subsection 24.1.

- 24.2 Where a competitive process is required under Subsection 24.1, the Recipient shall, unless otherwise authorized in writing by FPDI, obtain a minimum of three (3) bids or proposals and shall select the bid or proposal offering the lowest cost or best value (as determined by FPDI, acting reasonably).
- 24.3 The Recipient must inform FPDI of any exception to the requirement to use a competitive process under Subsection 24.1 by including this information in their Annual Report. A rationale needs to be provided by the Recipient to FPDI as to why a competitive process could not be used, which rationale must be acceptable to FPDI, acting reasonably.

25.0 Delegation by Recipient

- 25.1 The Recipient may establish its own service delivery structure to accomplish the objectives of this Agreement by sub-contracting its responsibilities for the delivery of some of its activities under this Agreement to Third Parties.
- 25.2 The Recipient is fully accountable to FPDI for the effective management and monitoring of all Third Party activities, results and information collection requirements relating to the Agreement. Further, the Recipient remains liable and accountable to FPDI for the performance of all its obligations under this Agreement.
- 25.3 The Recipient will put into place a process for ensuring that proposals for Third Party Agreements to be funded by the Recipient with FPDI's payment of Advances are assessed and selected in an open, impartial and fair manner (as determined by FPDI, acting reasonably).
- 25.4 The Recipient will put into place written operational policies and procedures relating to its monitoring of Third Party Agreements, and will provide a copy of those policies and procedures to FPDI upon request.
- 25.5 Where the Recipient delegates responsibility for the delivery of all or any of its activities to a Third Party, the Recipient shall take measures to ensure that the Third Party is bound to observe the provisions of this Agreement to the extent that such provisions are applicable to the activities and Program delivery responsibilities delegated to the Third Party.
- 25.6 Without limiting the generality of Subsection 25.5, and for greater certainty, where the Recipient enters into an Third Party Agreement, the Recipient shall ensure that Third Party:
- (a) implements the activities, or the delivery or administration duties which have been delegated to the Third Party, in accordance with the Annual Operational Plan, insofar as the Annual Operational Plan applies to the area served by the Third Party;
 - (b) maintains financial records and prepares financial statements relating to the financial management of funding provided to the Third Party by the Recipient, in a manner permitting the preparation of any year-end statement of revenue and expenditure by the Recipient, required under the Agreement's Annual Report provisions;
 - (c) allows representatives of FPDI, upon request of FPDI which will be conveyed to the Third Party by the Recipient, access to the premises and all records of the Third Party - financial and Participant related - relating to any activity, the delivery or administration duties which were delegated to the Third Party by the Recipient, for the purpose of conducting an audit of the Third Party's management of the funding provided to it by the Recipient and of the activities delegated to it;
 - (d) provides to FPDI, if requested by FPDI, a report in relation to the funding provided by the Recipient to the Third Party in any given Fiscal Year, containing the information specified in paragraphs 7.1(d) and (e) of Schedules A and B to this Agreement and paragraph 6.1(d) and (e) of Schedule C to this Agreement; and
 - (e) monitors its agreements with Participants in accordance with the requirements of any aspect of this Agreement that pertains to the monitoring of agreements to provide services to Participants.
- 25.7 Without limiting Section 17, the Recipient shall exercise due diligence in the administration of the Third Party Agreements and individual Program. Without limiting the generality of the foregoing, in exercising due diligence the Recipient shall:
- (a) furnish the Third Party or individual Participant, as the case may be, with clear expectations as to the results to be obtained in carrying out the activities being funded and in realizing the objectives of the activities; and

- (b) take appropriate measures for ensuring compliance by the Third Party or Participant with their obligations under an agreement, including:
 - (i) in the case of individual Participants, monitoring their activities through, as appropriate, periodic visits to the site where the activities are taking place or other means such as telephone calls and questionnaires;
 - (ii) in the case of Third Parties, monitoring their activities and undertaking periodic financial monitors in accordance with the ISET Policies to verify that Third Party activities being funded are being carried out in accordance with the agreement and that costs claimed were actually incurred and were in accordance with the agreement with such Third Parties;
 - (iii) in the case of Third Parties, furnishing them with necessary advice, support and training to assist them in carrying out the activities being funded and in realizing the objectives of the activities;
 - (iv) where there are breaches of the agreement, taking appropriate measures to resolve the situation, including termination of the agreement or legal action to enforce compliance with the agreements; and
 - (v) making all reasonable efforts to recover any overpayments under the agreement.

25.8 Where the Recipient has undertaken a financial or activity monitoring review of a Third Party under subparagraph 25.7(b)(ii), the Recipient shall provide a copy of the monitoring report to FPDI.

25.9 Where FPDI desires to exercise its right to audit the financial records of a Third Party or conduct a monitoring visit to inspect the activities being funded, FPDI shall notify the Recipient of its desire to conduct the audit or monitoring visit. The Recipient shall cooperate with FPDI in obtaining access to the financial records or premises, as the case may be, and, if required by FPDI, it shall take all necessary steps to enforce the Recipient's and FPDI's rights, including taking legal proceedings against the Third Party, if required.

PART 4 – SERVICE STANDARDS AND COLLECTION OF INFORMATION

26.0 Transparency and Fairness

26.1 Where the Agreement involves the provision of assistance to the individuals selected to participate in the Agreement activities (each, a "**Participant**"), the Recipient will:

- (a) implement measures to ensure that individuals are selected in a fair and equitable manner (as determined by FPDI, acting reasonably);
- (b) make readily available to the public, information about the Agreement and the Recipient's policies and procedures relating to the selection of Participants;
- (c) establish and maintain an impartial dispute resolution mechanism (as determined by FPDI, acting reasonably) 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 (c) based upon the outcome of the dispute resolution process.

26.2 The Recipient will keep and maintain records of disputes referred to in Subsection 26.1 and will share them with FPDI for review.

27.0 Collection and Protection of Information

27.1 The Recipient will obtain the written consent of the Participant to collect, use and disclose the information outlined in the Schedules, and inform the Participant that the information, when provided to FPDI, for its and Canada's use, is administered in accordance with the *Privacy Act* (R.S.C., 1985, c. P-21), the *Department of Employment and Social Development Canada Act* (S.C. 2005, c. 34) and the *Access to Information Act* (R.S.C., 1985, c. A-1).

27.2 Prior to collecting the information stipulated in Subsection 27.1 from the Participant, the Recipient will:

- a) inform the Participant that FPDI and Canada need the information to: measure the results of the Agreement and evaluate the Agreement's success; evaluate the success of the Program in achieving its objective; and meet their respective obligations of accountability by reporting on the results of the Program and their success in achieving its objective;

- b) obtain the written consent of the Participant to the collection, use and disclosure of the information for the purposes identified in any Schedule about which such collection, use or disclosure relates; and
 - c) inform the Participant that information which is provided to FPDI for the purposes mentioned in the applicable Schedule is protected under Canada's *Privacy Act* and that the individual has a right under the *Privacy Act* to obtain access to that information from FPDI.
- 27.3 Prior to collecting or compiling Personal Information from an individual who is not a member of the Recipient's Eligible Clientele, for the purpose of conducting a Service Needs Assessment, the Recipient shall:
- a) inform the individual of the purpose for which the information is being collected and compiled; and
 - b) obtain the written consent of the individual to the collection, use and any subsequent disclosure of the information for that purpose.
- 27.4 If any of the information referred to in Subsection 27.1 is required by the Recipient for the purpose of providing assistance to the Participant in carrying out the Agreement, the purposes for which the Recipient intends to use the information will be shared with the Participant by the Recipient.
- 27.5 FPDI and the Recipient shall not, in respect of any Personal Information they obtain from each other under this Schedule:
- a) use the information for a purpose other than that for which it was provided; or
 - b) disclose the information to any person or body for a purpose other than that for which it was provided,
- except with the consent of the individual to whom that information relates, or the written consent of the Party that provided the information, or as required by law.
- 27.6 All Participant information referred to in Subsection 27.1 will be treated as confidential, and the Recipient will take all security measures reasonably necessary for the protection of such information against unauthorized release, disclosure, use, modification or deletion, including those security measures set out in any instructions issued by FPDI or Canada.
- 27.7 The Recipient will ensure that no information received by the Recipient under this Agreement is disclosed to a third party for a purpose authorized herein, unless there is a written agreement between the Recipient and the third party, imposing upon the third party obligations that are similar in scope to those that are imposed upon the Recipient under this Agreement, with respect to the protection of this information.
- 27.8 The Recipient will immediately and independently inform and furnish FPDI'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.
- 27.9 Representatives of FPDI and Canada may monitor compliance with the information security requirements of Subsection 27.6 during on-site visits and monitoring.
- 27.10 Upon expiry of the Agreement Period or upon termination of the Agreement, if earlier, the Recipient will destroy the information referred to in Subsection 27.1 in accordance with instructions issued by FPDI, unless the Recipient satisfies FPDI that the retention of the information beyond the Agreement Period or the termination of the Agreement, if earlier, is required in order to provide on-going or future employment assistance to the Participants.
- 27.11 Where the Recipient enters into a Third Party Agreement, the Recipient shall ensure that the requirements of this Section 27 apply to the Third Party, with such modifications as the circumstances may require.
- 28.0 Agreements between the Recipient and Participants or Third Parties**
- 28.1 When the Recipient, in carrying out the Agreement, 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.

- 28.2 The Recipient shall provide FPDI with a copy of any agreement referred to in Subsection 28.1, for FPDI's approval, prior to entering into such agreement.
- 28.3 A written agreement referred to in Subsection 28.1 with an individual Participant shall include, at a minimum, the following:
- a) an identification of the individual;
 - b) the purpose of the financial assistance;
 - c) the effective date, the date of signing and the duration of the agreement;
 - d) the financial and/or non-financial conditions attached to the assistance and the consequence of failing to adhere to these conditions;
 - e) the allowable costs of the activity being supported by the Recipient;
 - f) the conditions to be met before payment is made and the Schedule and basis of payment;
 - g) the maximum amount payable;
 - h) a requirement on the part of the individual to repay the amount of any financial assistance to which the individual is not entitled. The agreement should specify that amounts to which the individual is not entitled include:
 - (i) the amount of any payments made to the individual in error;
 - (ii) the amount of any payments made for costs in excess of the amount actually incurred by the individual for those costs; and
 - (iii) the amount of any payments that were used for costs that were not eligible for reimbursement under the agreement with the individual; and
 - i) a provision stipulating that payment of any financial assistance under the agreement is subject to the availability of funds provided by FPDI to the Recipient and that payment of financial assistance may be cancelled or reduced in the event that FPDI cancels or reduces its funding to the Recipient, or if Canada cancels or reduces its funding to FPDI.
- 28.4 (1) When the Recipient, in carrying out the Agreement, delegates to a Third Party any duties or responsibilities assigned to it under this Agreement, or provides any financial assistance to a Third Party with funds provided under this Agreement, the Recipient will ensure that there is a written Third Party Agreement that sets out the terms and conditions under which the Recipient is delegating its duties or responsibilities, or providing the financial assistance to, as the case may be, the Third Party.
- (2) The Third Party Agreement will include the necessary obligations to allow the Recipient to fully report and to provide FPDI with information FPDI may request under the terms of this Agreement. The Recipient shall include in any Third Party Agreement, contract terms and conditions similar to, and not less favourable to FPDI than, the terms of this Agreement, to the extent that they are applicable to the activities and responsibilities delegated. The Recipient shall provide FPDI with a copy of any Third Party Agreement, for FPDI's approval, prior to entering into the Third Party Agreement.
- 28.5 A written agreement referred to in Subsection 28.4 with a Third Party shall include, at a minimum, the following:
- a) an identification of the Third Party (proper legal name and address);
 - b) a description of the purpose of the funding being provided to the Third Party;
 - c) the effective date, the date of signing and the duration of the agreement;
 - d) the financial and/or non-financial conditions attached to the funding and the consequence of failing to adhere to these conditions, including provision for a right of termination of the agreement in the event of a breach of the agreement;
 - e) the costs of the activities being undertaken by the Third Party that are being funded by the Recipient;
 - f) the conditions to be met before payment is made and the Schedule and basis of payment;
 - g) the maximum amount payable to the Third Party;
 - h) reporting requirements, including a requirement for the Third Party to provide, not less frequently than every three (3) months during the period of the agreement between the Recipient and the Third Party, periodic financial reports that account for payments received from the Recipient during the reporting period, and that include the following

information:

- (i) an itemized list of the activity costs incurred and paid by the Third Party during the reporting period for which the Third Party claimed reimbursement from the Recipient;
 - (ii) adequate substantiating documentation for the costs referred to in (i);
 - (iii) the amount of any cash contribution to the activity costs received by the Third Party from another source during the reporting period and the identity of the contributor; and
 - (iv) a statement signed by a senior official of the Third Party certifying that all costs claimed for payment from the Recipient to date by the Third Party are eligible for payment in accordance with the agreement between the Recipient and the Third Party;
- i) a provision giving both FPD I and the Recipient the right to conduct an audit of the financial records of the Third Party pertaining to the funding provided to the Third Party by the Recipient, even though an audit may not always be undertaken, and to have access to the business premises and business site of the Third Party to monitor and inspect the activities being funded;
 - j) a requirement for the Third Party to repay to the Recipient the amount of any funding provided, to which it is not entitled. The Third Party Agreement should specify that amounts to which the Third Party shall not be entitled include:
 - (i) the amount of any payments made in error;
 - (ii) the amount of any payments made for costs in excess of the amount owed for those costs; and
 - (iii) the amount of any payments that were used for costs that were not eligible for reimbursement under the agreement between the Recipient and the Third Party;
 - k) a requirement for the Third Party to give appropriate recognition of the payment of Advances by FPD I and/or Canada to the activities being carried out in its publicity and signage relating to the activities, including any information provided to the public on any web site maintained by the Third Party;
 - l) a provision stipulating that payment of any financial assistance under the agreement is subject to the availability of funds and that payment of financial assistance may be cancelled or reduced in the event that FPD I cancels or reduces its funding to the Recipient, or if Canada cancels or reduces its funding to FPD I;
 - m) a provision specifying the Personal Information about Participants in the activity being funded, which the Third Party is required to collect or compile and provide for use by the Recipient in administering the Program under which funding has been provided to the Third Party and also for use by FPD I in evaluating the Program; and
 - n) a provision requiring the Third Party, prior to collecting or compiling the information referred to in paragraph (m):
 - (i) to ensure that the Participant is informed that since funding for the activity has been provided by FPD I, FPD I needs the information for the purposes specified therein;
 - (ii) if any of the information is also required by the Third Party for the purpose of providing assistance to the Participant in carrying out the activity, to inform the Participant of the purposes for which the Third Party itself intends to use the information;
 - (iii) ensure that the written consent of the Participant to the collection, uses and disclosure of the information to the Recipient and by the Recipient to FPD I is obtained; and
 - (iv) ensure that the Participant is informed that the information, when provided to FPD I, is protected under Canada's *Privacy Act* and that the Participant has a right under the *Privacy Act* to obtain access to that information from FPD I.

29.0 Data Collection System

29.1 Canada shall be responsible for establishing secure and encrypted network connectivity that allows Recipients to access the systems and services that are administered by Canada.

29.2 As of the date 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 Third Party, as the case may be, has provided assistance under this Agreement; and

- (b) Provide the information to FPDI accordance with Section 27 of this Agreement for use by FPDI and Canada in assessing and evaluating the Recipient's activities and in assessing and evaluating the ISET Program.

29.3 Personal Information referred to in the appropriate Schedule to this Agreement shall be provided to FPDI and 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.

29.4 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 Subscribers, 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 Subscribers are advised of and abide by their obligations, roles and responsibilities and use Personal Information only for the purposes that are authorized under this Agreement.

30.0 Security Requirements for Accessing systems and services Administered by Canada

30.1 The Recipient acknowledges and agrees that access to systems and services administered by Canada is governed by the ISET Policies and 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.

30.2 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, and other applicable ISET Policies. 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.

30.3 All requests for the issuance, modification, suspension, or cancellation of access to systems and services administered by Canada will be submitted, processed and managed in accordance with this Agreement and the security policies applicable to the Canada Agreement.

Part 5 – GENERAL

31.0 Funding Subject to Appropriations and Departmental Funding Authorities

31.1 FPDI's payment to the Recipient of the Advance in each Fiscal Year of the Agreement Period is subject to:

- a) the appropriation of funds by Parliament for the Fiscal Year in which the Advance is to be paid;
- b) the amount of funding available to the Program in each or any given Fiscal Year;
- c) the Recipient's compliance with the terms and conditions of this Agreement; and
- d) FPDI's actual receipt of adequate funds (as determined by FPDI, in its sole discretion), from Canada.

31.2 FPDI may, upon not less than sixty (60) days' notice, reduce or terminate 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 or terminated 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, or if Parliament terminates such funding.

If Canada terminates payment of its funding to FPDI pursuant to this Subsection 31.2, the Agreement shall terminate at the end of the notice period referred to in this Subsection 31.2.

31.3 If FPDI 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 Agreement activities or will be unable to complete the Agreement activities in the manner desired by the Recipient, the Recipient will notify FPDI of same as soon as possible after receiving notice of the funding reduction and may, upon not less than sixty (60) days' written notice to FPDI, terminate the Agreement.

31.4 If:

(a) as of the end of the third quarter of a Fiscal Year during the Agreement Period, other than the first or second Fiscal Year following the commencement of this Agreement, FPDI is of the opinion that the Recipient, without reasonable explanation, will be unable to substantially achieve its results targets for that Fiscal Year, as set out in its Annual Operational Plan for that year; and

(b) the Recipient, without reasonable explanation, was unable to substantially achieve its results targets in the immediately preceding Fiscal Year,

FPDI may, in its sole discretion, reduce the amount of its maximum payment of Advances payable in any or all of the following Fiscal Years under any or all Schedules to this Agreement, by such amount or amounts as it considers appropriate, in its sole discretion.

31.5 If:

(a) as of the end of the third quarter of a Fiscal Year during the Agreement Period, other than the first Fiscal Year, FPDI is of the opinion that the Recipient will be unable to spend more than eighty percent (80%) of the maximum payment of Advances payable in that Fiscal Year under any or all Schedules to this Agreement; and

(b) the Recipient was unable to spend more than eighty percent (80%) of the maximum payment of Advances payable by FPDI under any or all Schedules to this Agreement, in the immediately preceding Fiscal Year,

FPDI may, in its sole discretion, reduce the amount of its maximum payment of Advances payable in any or all of the following Fiscal Years under any or all Schedules to this Agreement, by such amount or amounts as it considers appropriate, in its sole discretion.

31.6 Where FPDI decides to reduce the maximum amount of any of its payment of Advances under Subsections 31.4 or 31.5 for a coming Fiscal Year, or Fiscal Years, FPDI shall provide the Recipient with reasonable notice of the reduction, to enable the Recipient to make any required adjustments to the preparation of its Annual Operational Plan for the coming Fiscal Year.

31.7 Nothing in this Agreement creates any undertaking, commitment or obligation by FPDI respecting additional or future funding of the Recipient activities beyond the Agreement Period and FPDI shall have no responsibility for any costs other than the Eligible Expenditures or to pay any amount that exceeds the maximum payment amounts specified in the Schedules to this Agreement.

31.8 FPDI, the Recipient and Canada are all fully independent contracting parties. Any funding from Canada, or any other relationship between Canada and the Recipient, is done to the full exclusion of FPDI, and as such, FPDI has no responsibility to the Recipient as regards to any funding from, and relationship with, Canada. Canada may impose specific terms and conditions upon such funding and relationships. The Recipient acknowledges and agrees that it has no recourse against FPDI for any acts or omissions of Canada.

32.0 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 activities. If FPDI agrees to the 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.

33.0 Relationship Between the Parties and Non-Liability of FPDI

- 33.1 This Agreement is a funding agreement only, not a contract for services or a contract of service or employment. FPDI's responsibilities with respect to the implementation of the Program activities are limited to providing funding to the Recipient to support the Eligible Expenditures of such activities. The management, supervision and control of the activities are the sole and absolute responsibility of the Recipient (subject to FPDI's right, but not obligation, to Co-Manage the Programs). The Parties hereto agree that nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between the Recipient and FPDI. The Recipient shall not represent itself as an agent, employee or partner of FPDI, including in any Third Party Agreement or any agreement with an individual Participant.
- 33.2 The Recipient is not in any way authorized to make a promise, agreement or contract on behalf of FPDI and FPDI 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.
- 33.3 FPDI shall not be liable for any injury to or loss suffered by the Recipient or any employee, officer, agent or contractor of the Recipient or an individual, Third Party or service provider funded by the Recipient, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the activities or to performance of any of the Recipient's obligations relating thereto under this Agreement.

34.0 Indemnification

The Recipient shall, both during and following the Agreement Period, indemnify and save harmless FPDI, its successors, its affiliates, and all of their directors, officers, employees, agents and licensees, 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, Third Parties, or Participants, 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 Program activities.

35.0 Insurance

The Recipient will arrange and maintain, during the Agreement Period, appropriate (as determined by FPDI, in its sole discretion) 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 Participants, if any, in carrying out the Agreement activities, and shall provide proof of same to FPDI, upon its request.

36.0 Amendment

- 36.1 Subject to Subsection 36.2, 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 the Parties.
- 36.2 FPDI may amend this Agreement, including any level of Advances to be provided by FPDI, to reflect the establishment of a new service delivery arrangement for Eligible Clientele previously served by the Recipient.

37.0 Termination

- 37.1 Termination for Default

(1) The following constitute events of default (each, an "**Event 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; or

- d) the Recipient, in support of its application for payment of Advances from FPDI, or in connection with this Agreement, has made materially false or misleading representations, statements or declarations, or provided materially false or misleading information to FPDI;
 - e) in the opinion of FPDI, there is a material adverse change in risk that would jeopardize the success of the Program activities funded under the Agreement; or
 - f) in the opinion of FPDI, the Recipient has, without reasonable explanation, failed to substantially achieve the results targets for the activities set out in any of its Annual Operational Plans.
- (2) If an Event of Default has occurred, FPDI may take one or more of the following actions as may in its opinion be reasonably necessary, having regard to the nature and extent of the Event of Default:
- a) require the Recipient to develop and implement a Remedial Management Plan within sixty (60) calendar days, or at such other time as the Parties may agree upon and set out in writing;
 - b) Co-Manage the Recipient's Programs, in accordance with Subsection 37.1(4);
 - c) appoint, upon providing notice to the Recipient, a project coordinator;
 - d) withhold any funds otherwise payable under this Agreement;
 - e) require the Recipient to take any other reasonable action necessary (as determined by FPDI, in its sole discretion) to remedy the default; or
 - f) terminate this Agreement, in accordance with paragraph 37.1(3).
- (3) 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 subparagraphs 37.1(1)(a) or (b) occurs; or
 - b) an Event of Default specified in subparagraphs 37.1(1)(c), (d), (e) or (f) 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 (as determined by the non-defaulting Party, in its sole discretion) has not been put into place within such time period.
- (4) If FPDI has exercised its right (but not obligation) to Co-Manage the Recipient's Programs, pursuant to subparagraph 37.1(2)(b), then:
- a) FPDI shall have any of the powers and rights that the Recipient has, with respect to such Programs, by virtue of this Agreement, for the purpose of permitting FPDI to carry on such activities as it believes, in its sole discretion, are necessary, in order to remedy the Event of Default and otherwise to preserve the integrity of the Programs;
 - b) while it is Co-Managing the Recipient's Programs, FPDI shall work with the Recipient in a spirit in co-operation, provided however that in the event of disagreement between FPDI and the Recipient, FPDI's decision with respect to any matter related to the Recipient's Programs shall be final;
 - c) at any time while FPDI is Co-Managing the Recipient's Programs, it shall be permitted to terminate the Agreement, in accordance with this Section 37. Alternatively, if FPDI determines the Event of Default has been remedied and the Recipient is otherwise capable of effectively managing the Programs, FPDI may withdraw from its role as a Co-Manager, upon written notice to the Recipient; and
 - d) in no event shall FPDI be responsible for any claims, losses, damages, costs or expenses that arise in the course of its Co-Managing the Recipient's Programs, except if such losses, harm, damages or injuries are as a result of FPDI's negligence or wilful misconduct. Without limiting Section 34, the Recipient shall, both during and following the Agreement Period, save harmless and fully indemnify FPDI, its successors, its affiliates, and all of their directors, officers, employees, agents and licensees, 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 FPDI's having acted as a Co-Manager of the Recipient's Programs, except if such losses are as a result of FPDI's negligence or wilful misconduct.

- 37.2 (1) In the event of a termination notice under paragraph 37.1(3):
- a) the Recipient will make no further commitments in relation to the Agreement 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 FPDI, 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, saving and excepting costs of, and incidental to, cancellation or termination for cause under subparagraph 37.1(1)(d), provided always that payment and reimbursement under this paragraph will only be made to the extent that it is established to the satisfaction of FPDI 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; and
 - c) the amount of any Advance which remains unexpended as of the termination date shall be promptly repaid to FPDI, and such amount shall be a debt due to FPDI.
- (2) The Recipient will negotiate all contracts related to the Agreement, including employment contracts with staff, Third Party Agreements and agreements with Participants, 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 FPDI and do everything reasonably within its power at all times to minimize and reduce the amount of FPDI's obligations under subparagraph 37.2(1)(b) in the event of a termination of this Agreement.
- (3) The fact that FPDI 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 FPDI shall not prevent FPDI in any way from later exercising any other right or remedy under this Agreement or other applicable law.
- 37.3 (1) Either Party may terminate this Agreement at any time without cause upon not less than ninety (90) days' written notice of intention to terminate.
- (2) In the event of a termination notice being given by FPDI or the Recipient under paragraph 37.3(1):
- a) the Recipient shall make no further commitments in relation to the Programs and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - b) all Eligible Expenditures incurred by the Recipient up to the date of termination will be paid by FPDI, including its 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 FPDI that the expenditures mentioned herein were actually incurred by the Recipient and the same are reasonable and properly attributable to the termination of the Agreement; and
 - c) the amount of any Advance which remains unexpended shall be promptly repaid to FPDI, and such amount shall be a debt due to FPDI.
- (3) Without limiting paragraph 37.3(2), where the Recipient has given a termination notice under paragraph 37.3(1), and has entered into, or intends to enter into, an Agreement with Canada (a "**New Agreement**"), to provide activities in a manner that is substantially similar to the Programs (or is otherwise funded with the same initiatives that support the Programs), then:
- a) the Recipient shall promptly advise FPDI of the effective date of the New Agreement, once it is known;
 - b) the Parties shall undertake reasonable efforts, in good faith, to create a transition plan, which will, among other things, set out how any Advances (if any) will be disbursed to, or repaid by, the Recipient, prior to the effective date of the New Agreement;
 - c) the Parties further agree that, following the termination of the Agreement, there shall be an accounting of Advances actually received by the Recipient, compared against Advances that ought to have been provided to the Recipient, in accordance with its Annual Operating Plan. The Parties agree that the accounting of Advances may require either repayment of Advances, in the event that the Agreement terminates before the completion of the then-applicable Advance Period, or payment of

additional Advances, in the event that the Agreement terminated after the commencement of an Advance Period for which no Advance had been made, as of the effective date of termination. Accordingly, the Parties agree that any Advance may be paid or repaid (as the case may be) using a proportionate allocation that compares the actual Advances paid against the amount of the Advance Period that was completed before the effective date of termination (subject always to eligibility under the terms and conditions of this Agreement); and

- d) FPDI and Canada shall have access to any audit rights that are prescribed by this Agreement, for the purposes of conducting such an accounting.

37.4 (1) During the Agreement Period, the Recipient shall preserve any assets costing \$5,000 or more which are purchased by the Recipient with funding provided under this Agreement and shall not dispose of such assets unless FPDI authorizes their disposition.

(2) The Recipient agrees that at the end of the Agreement Period, or upon termination of this Agreement, if earlier, and if directed to do so by FPDI, any assets referred to in Subsection 37.4(1) that have been preserved by the Recipient and any assets that have been turned over to the Recipient under subparagraph 37.4(3)(b) shall, at FPDI's sole discretion, be:

- (a) sold at fair market value and the funds realised from such sale be applied to offset FPDI's payment of Advances to the Eligible Expenditures;
- (b) turned over to another organization approved by FPDI; or
- (c) disposed of in such other manner as may be determined by FPDI.

(3) The Recipient shall ensure that a requirement to preserve assets similar to that set out in Subsection 37.4(2) is included in every Third Party Agreement. It shall also ensure that such agreements include a requirement that, upon termination of such agreement, the Third Party shall:

- (a) sell any assets which are no longer required by it to support its activities and use the funds realized to offset the Recipient's contribution to the costs of its activities; or
- (b) turn over the assets to the Recipient.

38.0 Dispute Resolution

38.1 FPDI and the Recipient are committed to working together and avoiding disputes through information exchange, advance notice, early consultation, and discussion, clarification and resolution of issues, as they arise. However, if a dispute arises between FPDI and the Recipient touching the construction, meaning, or effect of this Agreement, or anything herein contained, or the rights or liabilities of the Parties under this Agreement, the Parties agree, where possible and subject to Subsection 38.2, to:

- a) make all reasonable efforts to resolve the dispute at the local community level between project coordinators of FPDI and representatives of the Recipient; and
- b) if the Parties are unable to resolve the dispute at the local community level, the Recipient may request that the discussions to resolve the dispute include the participation of Elders, FPDI and representatives of Canada.

38.2 Nothing in this Section 38 shall affect, alter or modify the rights of:

- a) FPDI, under any provision of this Agreement that addresses FPDI's rights, where there has been an Event of a Default;
- b) either Party, to terminate the Agreement; or
- c) FPDI, to institute an action or proceeding in the courts of the Province of Manitoba, concerning any matter arising out of or relating to this Agreement, and for that purpose, each Party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. The Parties irrevocably and unconditionally waive any objection to the venue of any action or proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum.

39.0 Assignment

- 39.1 The Recipient shall not be permitted to assign this Agreement or payments to be made hereunder, or sub-contract any of its duties hereunder, without the prior written consent of FPDI (which consent may be withheld by FPDI, in its sole discretion). Subject thereto, the Parties may sub-contract or delegate any functions or activities under this Agreement but will not assign any of their responsibilities under this Agreement, provided that any Party which has sub-contracted or delegated its functions or activities shall remain responsible for the activities of such sub-contractors or delegates. Any assignment or delegation made contrary to this Subsection 39.1 shall be void and of no effect.
- 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 laws of the Province of Manitoba and the laws of Canada applicable therein.
- 40.2 The Recipient will carry out the Agreement 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 Agreement, all permits, licenses, consents and other authorizations that are necessary to the carrying out of the Agreement activities.

41.0 Conflict of Interest Provisions

- 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) or 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 such legislation or codes.
- 41.2 No member of the Senate or the House of Commons shall be a Party to this Agreement or to any benefit from it that is not otherwise available to the general public.
- 41.3 The Recipient shall implement measures to ensure that Eligible Clientele are selected for participation in the Programs in a fair and equitable manner (as determined by FPDI, acting reasonably) and without favouritism by reason of their membership in the immediate family of an officer, director or employee of the Recipient.
- 41.4 The Recipient shall also develop and implement a policy to prevent conflicts of interest within its organization in managing the activities and the funding provided to it under this Agreement and shall provide a copy of the policy to FPDI. At a minimum, the policy should provide that:
- a) members of the board of directors or governing board, however called, of the Recipient, and its staff members in decision-making roles, should make known their connections with groups doing business with the Recipient. This information should be provided annually;
 - b) members of the board of directors who have an actual or potential conflict of interest must disclose that they have a conflict of interest and shall not participate in discussions or vote on matters affecting transactions between the Recipient and the other group in which the members of the board of directors have an interest; and
 - c) staff members who have an actual or potential conflict should not be substantively involved in decision-making affecting such transactions.
- 41.5 The Recipient shall take appropriate measures to:
- a) ensure that its officers, directors and employees are aware of the conflict of interest policy;
 - b) monitor compliance with the policy; and
 - c) take appropriate remedial action where there is a breach of the policy.
- 41.6 Notwithstanding the implementation of the conflict of interest measures described in Subsection 41.5, all goods or services contracts, regardless of their value, entered into between the Recipient and:
- a) an officer or director or employee of the Recipient;
 - b) a member of the immediate family of an officer, director or employee of the Recipient;

- c) a business in which an officer, director or employee of the Recipient, or a member of their immediate family, has a financial interest; or
- d) a business or organization which is related to, or associated or affiliated with, the Recipient,

require the prior written approval of FPDI. The Recipient agrees to promptly inform FPDI of any such proposed contract and to provide a copy of the proposed contract and such other information concerning the proposed contract as may be reasonably requested by FPDI. It is understood and agreed by the Recipient that the reimbursable cost of such goods or services shall not exceed their fair market value. The Recipient shall also ensure that FPDI has a right of access to the relevant records of the supplying entity for the purpose of verifying the amount of the expenditure claimed by the Recipient and FPDI is not obliged to consider the eligibility of any such expenditure unless access to such records is provided.

41.7 In this Section 41, “**immediate family**” means the father, mother, step-father, step-mother, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father in law, mother in law or relative permanently residing in the household of an officer, director or employee of the Recipient.

41.8 For greater certainty, but subject to Subsection 41.6, the Recipient shall include in any Third Party Agreement terms dealing with conflict of interest that are substantially the same as are contained in this Section 41.

42.0 Proactive Disclosure

The Recipient acknowledges that the name of the Recipient, the amount of the Advance and the general nature of the Agreement may be made publically available by Canada in accordance with the Government of Canada’s commitment to proactively disclose the awarding of grants and Advances.

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 (including the name of the Recipient, the amount of the Advances and the general nature of the Program activities supported under 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 its activities undertaken with FPDI’s funding.

44.2 The Recipient hereby grants to FPDI a non-exclusive, irrevocable and royalty free license to use, translate, adapt, record by any means or reproduce, except for commercial sale in competition with the Recipient, any work subject to copyright which is produced by the Recipient in carrying out the Program activities.

44.3 The license granted under this Section 44 shall be for the duration of the copyright in the work so produced by the Recipient.

44.4 The license granted under this Section 44 shall include:

- a) the right to sub-license the use of the work to any contractor engaged by FPDI solely for the purpose of performing contracts with or on behalf of FPDI; and
- b) the right to distribute the work outside FPDI, so long as the distribution does not undermine any commercial use of the work intended by the Recipient.

44.5 The Recipient agrees to execute, without any further compensation, any acknowledgements, agreements, assurances or other documents deemed necessary by FPDI to establish or confirm the license granted under this Section 44.

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 directly from implementing the Agreement, if any, will remain minimal; and
- (b) ensure that all environmental protection measures, standards, and rules relating directly to implementing the Agreement, and established by competent authorities, are respected.

46.0 Notices

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. Any notice delivered in person shall be deemed to have been received on the day of its delivery, any notice transmitted by a form of recorded communication or sent by courier service shall be deemed given and received on the first Business Day after dispatch, and any notice sent by mail shall be deemed to have been received on the fifth (5th) Business Day following the date of mailing.

47.0 Lobbyists

- 47.1 The Recipient declares that any person who has been lobbying on its behalf to obtain the payment of Advances 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.
- 47.2 The Recipient acknowledges and agrees that if the declaration in Subsection 47.1 is false, FPDI may recover by way of deduction from the funding provided under this Agreement, the full amount of any contingency fee.

48.0 Official Languages Act

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

- (a) make Agreement-related documentation and announcements (for the public and prospective Participants, if any) in both official languages;
- (b) actively offer and provide in both official languages any Agreement-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 Agreement 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.

49.0 Unincorporated Association

If the Recipient is in an unincorporated association, it is understood and agreed by the persons signing this Agreement on behalf of the Recipient that, in addition to signing this Agreement in their representative capacities on behalf of the members of the Recipient, they are personally, jointly and severally liable for the obligation of the Recipient under the Agreement, as well as to pay any debt that may become owing to FPDI by the Recipient under this Agreement.

50.0 Compliance with Laws and ISET Policies and Guidelines

The Recipient shall comply, and ensure that any Third Party shall comply, with:

- (a) such guidelines and policies as are published by Canada regarding the ISET Program, from time to time (the "**ISET Policies**"); and
- (b) all applicable laws, including any environmental legislation,

in carrying out any activities that the Recipient or the Third Party, as the case may be, is responsible for carrying out.

51.0 Evaluation

During the Agreement Period, FPDI will conduct an evaluation to determine the success of the activities that are being supported under the Agreement. The Recipient agrees to co-operate with FPDI in the conduct of the evaluation by providing to FPDI such information as may be reasonably requested by FPDI for that purpose.

52.0 Survival

Notwithstanding the expiry or termination of this Agreement, the rights and obligations of the Parties set out in Sections 7, 13, 14, 15, 16, 17, 18, 19, 20, 21, 33, 34, 44, 56 and this Section 52, Subsections 37.3 and 37.4, Section 7 of Schedule A, Section 7 of Schedule B and Section 6 of Schedule C, shall survive expiry or termination of this Agreement (howsoever caused or for any reason whatsoever) and shall remain in force until they are satisfied or by their nature expire.

53.0 Warranty of Authority

The Recipient warrants that any representative who signs this Agreement on behalf of the Recipient has the authority to sign the Agreement as per a Band Council Resolution that shall be submitted by the Recipient to FPDI, and agrees to provide FPDI with such evidence of that authorization as FPDI may reasonably require (including, but not limited to, a Band Council Resolution).

54.0 English Version

The Parties agree that this Agreement shall be drafted in English only. Les Parties à présente entente acceptent qu'il soit rédigée en anglais seulement.

55.0 Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

56.0 Severability

If any provision of this Agreement is held void or unenforceable by a court or tribunal of competent jurisdiction or pursuant to the dispute resolution process specified in this Agreement, 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.

[The remainder of this page is intentionally left blank and a signature page follows.]

SIGNED ON BEHALF OF THE RECIPIENT THIS [REDACTED] DAY OF [REDACTED], 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 FPGI THIS [REDACTED] DAY OF [REDACTED], 2019, BY ITS DULY AUTHORIZED OFFICERS

per: _____

(signature)

(name and title of authorized signatory)

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

1.0 Authority

Funding is provided under the Indigenous Skills and Employment Training (ISET) Program, which is established by the Minister of Employment and Social Development Canada pursuant to Section 7 of the *Department of Employment and Social Development Act* (S.C. 2005, Chapter 34).

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 objectives of the First Nation Labour Market Strategy are:

- (a) to support First Nations in developing employment skills by pursuing training for employment and long-term careers, and by recognizing their unique needs, with the ultimate objective of closing the employment, earning, and skills gaps between First Nations and non-Indigenous people; and
- (b) to support and enhance capacity of First Nations service delivery organizations and structures to customize culturally-appropriate services to support their clients throughout the employment continuum by developing and improving skills and employment training.

3.0 Effective Date and Duration

This Schedule will come into effect on [REDACTED], 2019 and will expire on [REDACTED], 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 FPDI’s payment of Advances toward the Eligible Expenditures of this Program is \$ [REDACTED].

4.2 The maximum amount payable by FPDI in each Fiscal Year of the Agreement Period on account of the payment of Advances for this Program is as follows, unless otherwise authorized in writing by FPDI:

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	

4.3 Subject to Section 13 of the Agreement, the Recipient may, with the written approval of FPDI:

- (a) retain any unexpended balance of Advances paid by FPD in a Fiscal Year during the Agreement Period, to the next Fiscal Year, and use the amount retained for use on Eligible Expenditures in that Fiscal Year. The amount retained for use on Eligible Expenditures in the next Fiscal Year is supplementary to the maximum amount of the Advances payable by FPD in that next Fiscal Year as shown on the approved Recipient budget for the Fiscal Year;
- (b) for greater certainty, the Recipient acknowledges and agrees that the balance of any unexpended Advance of FPD's payment of Advances under Section 8 of the Agreement (i.e. Canada's funding authorized under Section 63 of the *Employment Insurance Act*) that is retained and carried forward under this Section 4 may only be used by the Recipient for EI-related Eligible Expenditures; and
- (c) where FPD has approved the retention of an unexpended balance of Advances in a given Fiscal Year for use on Eligible Expenditures in the following Fiscal Year, the proposed use of the unexpended balance on Eligible Expenditures in the following Fiscal Year shall be set out in the Recipient budget that forms part of the Recipient's Annual Operational Plan for that Fiscal Year.

5.0 Program Budget

- 5.1 The Recipient's Capacity Assessment results form part of this Schedule, as well as the Recipient's corresponding Annual Operational Plan, Activity Reports, cash flow reports, and its Annual Report for each Fiscal Year for which funding is received under this Agreement.
- 5.2 Pursuant to Subsection 10.2 of the Agreement, periodic 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 FPD will provide payment to the Recipient for "Administrative Costs" of up to ten percent (10%) of the payment of Advances for this Program, as set out in the Program budget that is contained in the Recipient's Annual Operational Plan.

6.0 Basic Services for all Indigenous Clientele

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 Indigenous clientele who come to their service centres seeking assistance:

- (a) a preliminary interview to discuss the needs of clients;
- (b) if the needs of clients surpass the services offered by the point of service, the clients are to be referred, as appropriate, to another community agency, Service Canada, or other Indigenous service provider, to obtain the service or services needed by the clients, that have been identified through their 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 the clients, the Recipient will permit the clients seeking assistance to use the computers to research materials additional to those referred to in (c), if requested.

7.0 Reporting on Results

Annual Reports

- 7.1 No later than sixty (60) days following the end of each Fiscal Year during the Agreement Period, the Recipient shall prepare in accordance with the ISET Policies and provide for acceptance by FPDI, 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) the challenges, and lessons learned during the year in implementing its activities;
 - (c) its partnering activities;
 - (d) an independent audited statement of revenue and expenditure to account for the funding provided to the Recipient under this Agreement for the Fiscal Year. The revenue section of the statement shall include funding or revenues for the activities described in the Recipient's approved Annual Operational Plan received from all other sources, including interest earned on advances and GST/HST rebates. The expenditure section of the statement shall set out:
 - (i) the amounts expended in relation to the various Eligible Expenditure categories shown in the Recipient's approved budget which forms part of its approved Annual Operational Plan for the Fiscal Year; and
 - (ii) the amount of any surplus or unexpended balances of the Advances as of year-end;
 - (e) a list of all Capital Assets worth over \$5,000 that were leased or purchased during the Fiscal Year by the Recipient with funding under the Agreement. The list shall include the name of the asset, an indication of whether it was leased or purchased, the date of purchase or lease, and in the case of a leased asset, the lease period, the purchase cost or lease cost over the total lease period, and the serial number of the asset if there is a serial number.
- 7.2 The statement of revenue and expenditure shall be audited by an independent licenced public accountant and the audit shall be performed in accordance with Canadian generally accepted auditing standards. The audited financial statement shall be signed by the designated official certifying that all information contained in the Annual Report is accurate and is in accordance with the Agreement.
- 7.3 The financial reporting requirements specified in paragraph 7.1(d) shall be set out in a letter of audit engagement between the Recipient and the auditor approved in advance by FPDI.
- 7.4 The Annual Report submitted pursuant to Subsection 7.1 of this Schedule A, could form part of the Recipient's overall governance and organizational reporting, as appropriate.
- 7.5 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 Annual Report by the communities served by the Recipient's activities and to whom the Recipient is accountable.
- Data Gateway reporting
- 7.6 Pursuant to Subsection 29.2 of this Agreement, the Recipient will provide to FPDI, about each Participant in this Program, whether with respect to Program activities carried out by the Recipient or a Third Party, the data elements described in Annex A to the Agreement, 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

Funding is provided under the authority of Section 63 of the *Employment Insurance Act* (S.C. 1996, Chapter 23) (the "**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; and
- (b) any administration costs that the government, government agency or organization incurs in providing the benefits and measures.

Pursuant to the Canada Agreement, FPDI has received such funding, from Canada. The Canada Agreement contemplates that FPDI may enter into agreements with third parties, such as the Recipient, to delegate its obligations and to provide funding to such third parties.

2.0 Purpose/Objective

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 Indigenous organizations must be similar to the employment benefit and support measures established by Canada, 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 reduce 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

This Schedule will come into effect on [REDACTED], 2019 and will expire on [REDACTED], 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 FPDI's payment of Advances toward the Eligible Expenditures of the Program is \$ [REDACTED].

4.2 The maximum amount payable by FPDI in each Fiscal Year of the Agreement Period on account of the payment of Advances for this Program is as follows, unless otherwise authorized in writing by FPDI:

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 EI Act on the purposes and types of programs for which contributions under Section 63 may be made and agrees that the payment of Advances by FPDI may only be used to defray the Recipient's EI-related Eligible Expenditures.

4.4 Subject to Section 13 of the Agreement, the Recipient may, with the written approval of FPDI:

- (a) retain any unexpended balance of Advances paid by FPDI in a Fiscal Year during the Agreement Period, to the next Fiscal Year, and use the amount retained for use on Eligible Expenditures in that Fiscal Year. The amount retained for use on Eligible Expenditures in the next Fiscal Year is supplementary to the maximum amount of the Advances payable by FPDI in that next Fiscal Year as shown on the approved Recipient budget for the Fiscal Year;
- (b) for greater certainty, the Recipient acknowledges and agrees that the balance of any unexpended Advance of FPDI's payment of Advances under Section 8 of the Agreement (i.e. Canada's funding authorized under Section 63 of the EI Act) that is retained and carried forward under this Section 4 may only be used by the Recipient for EI-related Eligible Expenditures; and
- (c) where FPDI has approved the retention of an unexpended balance of Advances in a given Fiscal Year for use on Eligible Expenditures in the following Fiscal Year, the proposed use of the unexpended balance on Eligible Expenditures in the following Fiscal Year shall be set out in the Recipient budget that forms part of the Recipient's Annual Operational Plan for that Fiscal Year.

5.0 Program Budget

5.1 The Recipient's Capacity Assessment results form part of this Schedule, as well as the Recipient's corresponding Annual Operational Plan, Activity Reports and cash flow reports, and Annual Report for each Fiscal Year for which funding is received under this Agreement.

5.2 Pursuant to Subsection 10.2 of the Agreement, periodic 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 FPDI will provide payment to the Recipient for "Administrative Costs" of up to ten percent (10%) of the payment of Advances for this Program, as set out in the Program budget that is contained in the Recipient's Annual Operational Plan.

6.0 Basic Services for all Indigenous Clientele

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 Indigenous clientele who come to their service centres seeking assistance:

- (a) a preliminary interview to discuss the needs of the client;
- (b) if the needs of the clients surpass the services offered by the point of service, the client, as appropriate, are to be referred to another community agency, Service Canada, or other Indigenous service provider to obtain the service or services needed by the clients, that have been identified through their 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 the clients, the Recipient will permit the clients seeking assistance to use the computers to research additional materials to those referred to in (c), if requested.

7.0 Reporting on Results

Annual Reports

- 7.1 No later than sixty (60) days following the end of each Fiscal Year during the Agreement Period, the Recipient shall prepare in accordance with the ISET Policies and provide for acceptance by FPD, 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) the challenges, and lessons learned during the year in implementing its activities;
 - (c) its partnering activities;
 - (d) an independent audited statement of revenue and expenditure to account for the funding provided to the Recipient under this Agreement for the Fiscal Year. The revenue section of the statement shall include funding or revenues for the activities described in the Recipient's approved Annual Operational Plan received from all other sources, including interest earned on advances and GST/HST rebates. The expenditure section of the statement shall set out:
 - (i) the amounts expended in relation to the various Eligible Expenditure categories shown in the Recipient's approved budget which forms part of its approved Annual Operational Plan for the Fiscal Year; and
 - (ii) the amount of any surplus or unexpended balances of the Advances as of year-end;
 - (e) a list of all Capital Assets worth over \$5,000 that were leased or purchased during the Fiscal Year by the Recipient with funding under the Agreement. The list shall include the name of the asset, an indication of whether it was leased or purchased, the date of purchase or lease, and in the case of a leased asset, the lease period, the purchase cost or lease cost over the total lease period, and the serial number of the asset if there is a serial number.
- 7.2 The statement of revenue and expenditure shall be audited by an independent licenced public accountant and the audit shall be performed in accordance with Canadian generally accepted auditing standards. The audited financial statement shall be signed by the designated official certifying that all information contained in the Annual Report is accurate and is in accordance with the Agreement.
- 7.3 The financial reporting requirements specified in paragraph 7.1(d) shall be set out in a letter of audit engagement between the Recipient and the auditor approved in advance by FPD.
- 7.4 The Annual Report submitted pursuant to Subsection 7.1 of this Schedule B, could form part of the Recipient's overall governance and organizational reporting, as appropriate.
- 7.5 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 Annual Report by the communities served by the Recipient's activities and to whom the Recipient is accountable.

Data Gateway reporting

- 7.6 Pursuant to Subsection 29.2 of this Agreement, the Recipient will provide to FPD, about each Participant in this Program, whether with respect to Program activities carried out by the Recipient

or a Third Party, the data elements described in Annex A to the Agreement, as amended by mutual consent of the signatories from time to time.

- 7.7 (1) The Recipient will also provide to FPDI 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 EI Act, and ensuring for the purposes of Section 25 of the EI 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.
- (2) Where the Recipient or a Third Party conducts a Service Needs Assessment for an Indigenous person who is not a member of the Recipient's Eligible Clientele, the Recipient shall maintain, or cause the Third Party to maintain, a client record that contains:
- (a) the name, address and phone number of the person;
 - (b) the date the assessment was provided; and
 - (c) a brief description of the outcome of the assessment (i.e. a brief description of the employment service, if any, provided by another organization to which the person was referred for additional assistance).
- (3) The Recipient shall, if requested by FPDI, provide to FPDI, or cause a Third Party to provide to FPDI, the records referred to in paragraph 7.7(2). This information will be used by FPDI for the purpose of contacting the individuals reported in the records to verify the information shown in the records.
- 7.8 FPDI 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 FPDI 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 (sixty (60) months), disqualified, disentanglement, 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.

Information exchange

- 7.10 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”.
- 7.11 Similarly, Personal Information referred to in this Schedule may be provided by the Recipient to Canada, through the Recipient's access to data systems administered by Canada through a web-based application known as “EIBIS/LMDA Access”.
- 7.12 Access to, and the use of, the “EIBIS/LMDA Access” application, is subject to the access and security procedures that are set out in Sections 29 and 30 of the Agreement.

Designation of Recipient as Referral Authority

- 7.13 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 EI Act, Canada has designated FPD I as an authority for the purposes of Section 25 of the EI 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 Annual Operational Plan which are similar to the Employment Benefit established by the Commission under the EI Act.

The Parties recognize that, as the Canada Agreement permits FPD I to delegate its responsibilities under the Canada Agreement to a third party, such as the Recipient, the Recipient shall be entitled to stand in FPD I's place, as a designated authority, for the purposes outlined in this Subsection 7.13.

- 7.14 The Recipient shall cooperate with FPD I to give notice to Canada of their mutual 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 EI Act.
- 7.15 Pursuant to Subsection 7.13 of this Schedule, when making referrals, the Recipient will comply with such policies regarding the referral of claimants for the purposes of Section 25 of the EI Act that Canada, as represented by the Canada Employment Insurance Commission, may issue from time to time.
- 7.16 The designation of the Recipient under this Section 7 shall terminate automatically on expiry of the Agreement Period. Canada may also revoke the designation at any time for cause.

8.0 Definitions

- 8.1 In this Schedule B:

“**active EI claimant**” means an individual for whom an employment insurance benefit period is established under the EI Act.

“**EI client**” means an unemployed person who, when requesting assistance under a program described in the Recipient's Annual Operational Plans that is similar to Canada's Targeted Wage Subsidies Benefit, Job Creation Partnerships Benefit, Skills Development Benefit or Self-employment Benefit established by Canada under Part II of the EI Act, is:

- (a) an active EI claimant;

- (b) a former EI claimant whose benefit period under the EI Act has ended within the previous thirty-six (36) months; or
- (c) a former EI claimant for whom a benefit period has been established in the previous sixty (60) months and who:
 - (i) was paid special benefits under the EI Act during the benefit period;
 - (ii) subsequently withdrew from active participation in the labour force to care for one or more of their new-born children or one or more children placed with them for the purpose of adoption; and
 - (iii) is seeking to re-enter the labour force.

“EI-related Eligible Expenditures” means:

- (a) the portion of the Recipient’s Eligible Expenditures related to administering the programs described in its Annual Operational Plans that are similar to Canada’s Targeted Wage Subsidies Benefit, Job Creation Partnerships Benefit, Skills Development Benefit, Self-employment Benefit or Employment Assistance Services Support Measure established by Canada under Part II of the EI Act, that is reasonably attributable to providing services to EI clients; and
- (b) the Recipient’s Eligible Expenditures related to providing financial assistance in support of EI clients under the programs described in its Annual Operational Plans that are similar to Canada’s Targeted Wage Subsidies Benefit, Job Creation Partnerships Benefit, Skills Development Benefit and Self-employment Benefit established by Canada under Part II of the EI Act.

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

1.0 Authority

Funding is provided under the First Nation and Inuit Child Care Initiative, which is established by the Minister of Employment and Social Development Canada pursuant to Section 7 of the *Department of Employment and Social Development Act* (S.C. 2005, Chapter 34).

2.0 Objective

The objective of this Initiative is to increase access and quality of Early Learning and Child Care services and supports for Indigenous children and families.

3.0 Effective Date and Duration

This Schedule will come into effect on [REDACTED], 2019 and will expire on [REDACTED], 2021 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 FPDI's payment of Advances toward the Eligible Expenditures of the Program is \$ [REDACTED].

4.2 The maximum amount payable by FPDI in each Fiscal Year of the Agreement Period on account of the payment of Advances for this Program is as follows, unless otherwise authorized in writing by FPDI.

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	

4.3 Subject to Section 13 of the Agreement, the Recipient may, with the written approval of FPDI:

- (a) retain any unexpended balance of Advances paid by FPDI in a Fiscal Year during the Agreement Period, to the next Fiscal Year, and use the amount retained for use on Eligible Expenditures in that Fiscal Year. The amount retained for use on Eligible Expenditures in the next Fiscal Year is supplementary to the maximum amount of the Advances payable by FPDI in that next Fiscal Year as shown on the approved Recipient budget for the Fiscal Year; and
- (b) for greater certainty, the Recipient acknowledges and agrees that the balance of any unexpended Advance of FPDI's payment of Advances under Section 8 of the Agreement (i.e. Canada's funding authorized under Section 63 of the *Employment Insurance Act*) that is retained and carried forward under this Section 4 may only be used by the Recipient for EI-related Eligible Expenditures;

- (c) where FPDI has approved the retention of an unexpended balance of Advances in a given Fiscal Year for use on Eligible Expenditures in the following Fiscal Year, the proposed use of the unexpended balance on s in the following Fiscal Year shall be set out in the Recipient budget that forms part of the Recipient's Annual Operational Plan for that Fiscal Year.

5.0 Program Budget

- 5.1 The Recipient's Capacity Assessment results form part of this Schedule, as well as the Recipient's corresponding Annual Operational Plan, Activity Reports and cash flow reports, and Annual Report for each Fiscal Year for which funding is received under this Agreement.
- 5.2 Pursuant to Subsection 10.2 of the Agreement, periodic reassessments of the Recipient's capacity will be conducted, at a minimum, during the fourth and the eighth year of this Schedule.
- 5.3 FPDI will provide payment to the Recipient for "Administrative Costs" of up to ten percent (10%) of the payment of Advances for this Program, as set out in the Program budget that is contained in the Recipient's Annual Operational Plan.

6.0 Reporting on Results

Annual Reports

- 6.1 No later than sixty (60) days following the end of each Fiscal Year during the Agreement Period, the Recipient shall prepare in accordance with the ISET Policies and provide for acceptance by FPDI, 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) the challenges, and lessons learned during the year in implementing its activities;
 - (c) its partnering activities;
 - (d) an independent audited statement of revenue and expenditure to account for the funding provided to the Recipient under this Agreement for the Fiscal Year. The revenue section of the statement shall include funding or revenues for the activities described in the Recipient's approved Annual Operational Plan received from all other sources, including interest earned on advances and GST/HST rebates. The expenditure section of the statement shall set out:
 - (i) the amounts expended in relation to the various Eligible Expenditure categories shown in the Recipient's approved budget which forms part of its approved Annual Operational Plan for the Fiscal Year; and
 - (ii) the amount of any surplus or unexpended balances of the Advances as of year-end;
 - (e) a list of all Capital Assets worth over \$5,000 that were leased or purchased during the Fiscal Year by the Recipient with funding under the Agreement. The list shall include the name of the asset, an indication of whether it was leased or purchased, the date of purchase or lease, and in the case of a leased asset, the lease period, the purchase cost or lease cost over the total lease period, and the serial number of the asset if there is a serial number.
- 6.2 The statement of revenue and expenditure shall be audited by an independent licenced public accountant and the audit shall be performed in accordance with Canadian generally accepted auditing standards. The audited financial statement shall be signed by the designated official certifying that all information contained in the Annual Report is accurate and is in accordance with the Agreement.
- 6.3 The financial reporting requirements specified in paragraph 6.1(d) shall be set out in a letter of audit engagement between the Recipient and the auditor approved in advance by FPDI.

- 6.4 The Annual Report submitted pursuant to Subsection 6.1 of this Schedule C, could be form part of the Recipient's overall governance and organizational reporting, as appropriate.
- 6.5 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 Annual Report by the communities served by the Recipient's activities and to whom the Recipient is accountable.

Results Reporting

- 6.6 Reporting provided by the Recipient to FPDI – to be determined

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

Pursuant to Section 27 of this Agreement, the Recipient will provide to FPD, for its own use and for disclosure to Canada, the following Personal Information under its control about each client who is participating in ISET Program, for the purpose of assisting FPD and Canada in monitoring, assessing and evaluating the effectiveness of the assistance provided by FPD and Canada under the 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
- Responsibility centre code
- Contract number for EI or CRF
- Client status at intake/Type of EI claimant
- Employed client details at intake
- Action plan start date
- Intervention start date
- Intervention code
- Intervention related National Occupational Classification
- 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
- Costs of intervention

ANNEX B – Description of Eligible Clientele

Eligible Clientele who shall be eligible to apply for assistance under the Programs and who are to be served by the Recipient under its Programs shall include:

All self-identified Indigenous peoples residing on reserve or off-reserve or in an urban community and regardless of their place of origin and status under the *Indian Act*, and local Indigenous controlled organizations located in the geographic region. FPD's geographic region is described as the four Tribal Council areas in southern Manitoba, one Tribal Council in northern Manitoba and independent First Nations located in Manitoba. The region encompasses 39 First Nations, including the cities of Winnipeg, Brandon, Selkirk, Portage la Prairie, Dauphin, the Pas and Thompson.

ANNEX C – Capacity Assessment Guidelines