

SUMMER CAREER PLACEMENT ARTICLES OF AGREEMENT

1. In this agreement, "MET" means the Matawa Employment & Training

"Participants" means the participants hired by the Employer for the jobs, unless the context indicates otherwise;

"Employer" means the Employer referred to on the application;

"Jobs" means the jobs referred to on the reverse side of this document;
2. The Employer shall represent and warrant, and it is a condition of the agreement that:
 - a. The participants do not displace or replace existing participants or volunteers, participants on layoff, participants absent due to labour management dispute or participants on vacation;
 - b. The placements (jobs) will provide a minimum of 30 hours of work per week but will not normally exceed 40 hours of work per week, and will last between 6 and 16 consecutive weeks, except that where the employee is disabled, part-time employment is permissible;
 - c. The placements (jobs) are not jobs for which another contribution will be received or claimed from any other government source, except where such contribution is provided pursuant to a federal/provincial agreement designed to harmonize federal and provincial job creation programs;
 - d. The placements (jobs) would not be created without the financial assistance provided under this agreement; and
 - e. The placement (jobs) will be carried out in accordance with all applicable federal and provincial laws.
3. The Employer shall:
 - a. Provide the participants with necessary supervision, learning and work experience;
 - b. Keep proper accounts and records including invoices, receipts, voucher, bank statements and cheques of all financial transactions relating to this agreement;
 - c. Allow representatives of MET to enter the Employer's premises at all reasonable times for purposes of inspection and audit of the books and records referred to in paragraph b);
 - d. Submit such reports concerning the progress/particulars of the participants as may be requested by MET;
 - e. Ensure that Third Party Liability, WSIB and other related insurance are in place prior to start date.
4. Unless otherwise approved by MET, the participants shall be employed during the period shown on the agreement, and it being understood that the MET shall have no obligation to pay any contribution to the employer with respect of costs incurred outside of the agreement start and end dates.
5. The amount of MET's contribution in respect of mandatory employer costs incurred in respect of each employee shall not exceed the employer the amount that would be payable if the employee's wages were paid at the provincial or territorial adult minimum wage rate. It is also understood that MET's contribution to the employer in respect of wages or Mandatory employer costs is based upon costs actually incurred by the employer. In addition, in the event that the hourly wage rate actually paid by MET is less than the hourly wage rate shown on the reverse side of this document, MET may in its discretion, reduce the amount of its contribution in respect of those costs by a proportionate amount, as determined by MET.
6. (1) Subject to subsection (2) MET's contribution shall be payable upon receipt of a claim made by the employer in a form prescribed by MET, such claim to be submitted by the employer with 30 days following the termination of the employment covered by the agreement.

(2) Where the employers are a not-for-profit organization, payment of MET's contribution may be made as follows:
 - a. An initial advance payment not exceeding 50% of the estimated total contribution payable under the agreement;
 - b. Upon receipt of an accounting for the contribution covering the first month of operation and a forecast of expenditures for the remainder of duration of activity, a further advance in such amount as may be approved by MET; and
 - c. Upon receipt of a claim made in a form prescribed by MET and submitted within 30 days from the termination of the employment covered by the agreement, the balance, if any, of the contribution owing to the employer
7. (1) No preference may be given to the selection of participants who are immediate family members of a sponsor or who are immediate family members of a director or senior officer of the sponsor.

(2) Sponsor means the individual or organization receiving funding from MET to conduct a SCP project.

(3) For purposes of paragraph (1) (b), the immediate family of a person referred therein includes the person's father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common law spouse), child (including child of common law spouse), step-child, ward, father-in-law, mother-in-law, and any relative with whom the person permanently resides.
8. (1) This agreement may be terminated by either party on 15 days written notice. Notwithstanding the foregoing, MET may terminate the agreement immediately by notice in writing.
 - a. If the employer is in breach of any of its obligations under the agreement,
 - b. If any representation or warranty made by the employer is materially false or misleading, or
 - c. If any change occurs in the tasks and responsibilities of the participants, as described on the Job Title Form submitted by the employer with the employer's application, without MET's prior approval.
(2) Upon termination of the agreement, MET shall cease to have any obligation to make any further contribution to the employer in respect of the costs incurred by the employer after the date of termination, and the amount of any unexpended advance shall be repaid forthwith to MET upon receipt of notice thereof and such amount shall be recognized as being a debt due to MET.
9. In the event payments made to the employer exceed the amount to which the employer is properly entitled pursuant to the agreement, the amount of such excess shall be payable forthwith to MET upon receipt of notice thereof and such amount shall be recognized as being a debt to MET.
10. Nothing in this agreement shall be deemed to authorize the employer to contract for or incur any obligation on behalf of MET
11. Any payment due hereunder is subject to there being an appropriation by Parliament for the fiscal year in which the payment is to be made.
12. This agreement may not be assigned in whole or in part without the written consent of MET and any assignment made without that consent shall be void and of no effect.
13. No amendment to this agreement shall be valid unless made in writing between the parties.
14. No member of the House of Commons shall be admitted to any share of part of this agreement for to any benefit arising there from.
15. Where funding that has been provided by MET has been used by the employer to purchase assets that have not been physically incorporated in to the final product of the activity, MET, in its absolute discretion, may direct that the assets so purchased be:
 - a. Sold at a fair market value and the proceeds applied to total agreement costs, or
 - b. Turned over the registered charitable organization, or
 - c. Retained by the employer where the employer satisfies MET the activity will continue in the future and that the assets in question are required for viability of the activity, or
 - d. Turned over to MET for transfer to the Crown Assets Disposal Corporation.