### CORPORATION OF THE VILLAGE OF COBDEN

### BY-LAW # 1988-10

BEING a by-law to authorize the execution of an agreement between the Corporation of the Village of Cobden and Employment and Immigration Canada to provide employment opportunity for six persons under the unemployment Insurance Section 38 Job Creation Program.

WHEREAS the Village of Cobden and Employment and Immigration Canada have agreed to supply services as detailed in Schedule "A" attached,

AND WHEREAS, the Village deems it necessary to enter into and execute such an agreement,

NOW THEREFORE, the Corporation of the Village of Cobden enacts as follows: 1. THAT the Reeve and Clerk be and they are hereby authorized to execute the agreement hereto attached and marked as Schedule "A" to this by-law and to affix thereto the Corporation Seal.

2. THAT this by-law shall come into force and take effect upon the date of final passing thereof.

READ a first, second, and passed on the third reading this 18th day of May, 1988

REFVE

CLERK-TREASURER



Employment and Immigration Canada Emploi et Immigration Canada

SCHEDULE A
FORMING PART OF THE AGREEMENT UNDER THE UNEMPLOYMENT
INSURANCE SECTION 38 JOB CREATION PROGRAM

# ANNEXE A FAIT PARTIE DE L'ACCORD CONCLU DANS LE CADRE DU PROGRAMME DE CRÉATION D'EMPLOIS, ASSURANCE-CHÔMAGE, ARTICLE 38

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Corporat	tion of t	he.Villa	ne of (	Cobden	ŀ	•						Ind. reg.		4,6 2	2 8 2
Project Location —					' 							1 4 1	<u>,                                    </u>	4,01 4	2 0 2
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Subject to the no	rmal provisions	of the agree	ment this pr	roject for	the pe	eriod(s)	of weeks in	dicate	d but	t cannot exc	eed	the total	estimated	work-weeks	as shown
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# SCHEDULE A FORMING PART OF THE AGREEMENT UNDER THE UNEMPLOYMENT INSURANCE SECTION 38 JOB CREATION PROGRAM

# ANNEXE A FAIT PARTIE DE L'ACCORD CONCLU DANS LE CADRE DU PROGRAMME DE CRÉATION D'EMPLOIS, ASSURANCE-CHÔMAGE, ARTICLE 38

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	Vendor No. — Nº du lournisseul	1	UIJC NO Nº ACCE	Project No N		Contract Type   Ame	end. No			
			5 5 5 1 2	5   5 1 2 5	н к 8	Genre de contrat N° c	l a mee			
1	Employer Name — Nom de l'employeur		<del></del>		Area Code	Tel. No. — N° de tél.				
	$^{\odot}$ Corporation of the Village of	Cobden			Ind. rég. 6 1 3	(38)	8 2			
}	Project Location — Emplacement du projet				0 1 0		<u> </u>			
	44 Main Street P.O. Box 40 Cobden, Untario ROJ IRO Attn: Wendy Stone									
	Project Description and Objectives — Description et objectifs du projet									
Ì	Objective: To upgrade the area in order to promote increased use.									
	Activities:									
	- Sand, resurface the hardwood floors									
	- Replace where necessary the wood tiles									
	<ul> <li>Remove paint from walls wit</li> <li>Repaint first by applying p</li> </ul>					•	į			
		mastic webbing c	component							
	Personnel Guidelines	•								
	"Personnel guidelines must be	established for	r all worker	's on Canadi	an Jobs	Strategy Pro	jects			
	Project participants will have as possible to these of the s	re working condition	cions and be	nerits, whe	re appli conditio	cable as nea	ır Fite			
T	will meet, as a minimum, Onta	rio Ministry of	Labour star	idards."		ns and benef	1039			
	Into-pated Bookkeaning						:			
1	Integrated Bookkeeping									
	"Notwithstanding Clause 19, a	ill funds contrib	outed to the	project by	the dep	artment will	; ' • • • • •			
	be integrated with the funds monitoring and auditing purpo	ses, the followi	ina records	will be made	obden. · e availa	ror departme ble:	enta i			
	a) signed TD1 for each parti		<b></b>							
	b) authorized time sheets or	rattendance reco								
	c) a record of the individua	l earnings for $\epsilon$	each partici	pant receiv	ing top-	up				
	<ul><li>d) receipts, vouchers, and i</li><li>e) cancelled cheques for all</li></ul>				rged to	the project				
	cy cancerred cheques for arr	expendicures ci	larged to th	e project.						
			Please ref	er to P. 2.						
F	or Canada — Pour le Canada	F	For the Employer — Po	ur l'employeur		, D-J M	Y-A ,			
		D-J M Y-A	MA	%ignature		D-J M	Y-A			
			1/1/1	no l						
٦	Signature	Date FOR OFFICE USE ONLY —	A L'USAGE DU BU	Signature		Date				
Γ	Financial Code — Code financier	Dept. 36 — Min. 36	1.(4)	NEAU	Constit.	Future Year CRF	<u> </u>			
	Allot. Resp. Centre Activity Project Line Object	Current CRF Year Amour Montant pour l'année courante		nitment No. Type de l'eng. Genre	Code Code de	Commitment Amount Montant de l'eng. pou	r CT			
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-	Aff. Centre de resp. Activité Projet Art. d'exéc.				la circ.	la prochaine année (A	C.)			
			1.11.			.a	.   '			
	Certified that funds are available in accordance with section 25( Je certifie que les fonds sont disponibles en vertu du paragraph		<del>1</del>			10/1				
۱	Re 2 V	0 25(1) 00 la L.A.1 .		ار <i>م</i> اً	· /		•			
	Signa	ture -	····		Dat	9 9				
	Constitution		Sponsor/Employer	Activity/Job Code	* Special Interest	2 Project O	Higgs			
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SCHEDULE A
FORMING PART OF THE AGREEMENT UNDER THE UNEMPLOYMENT
INSURANCE SECTION 38 JOB CHEATION PROGRAM

ANNEXE A

FAIT PARTIE DE L'ACCORD CONCLU DANS LE CADRE DU PROGRAM
DE CRÉATION D'EMPLOIS, ASSURANCE-CHÔMAGE, ARTICLE 31

Vend	or No. — N° du fournisseur			UIJC N	Io Nº ACCE	Project No —	N° du projet Contract Type Genre de contrat	Amei N° dc
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Empk	yer Name — Nom de l'employeur	-					Area Code Tel No Nº de t	61.
<u> </u>	Corporation of the	e Village	of Cobden				6 1 3 6 4 6 2	2 82
•	ct Location — Emplacement du proje	nt .						
(23)	44 Main Street	P.O. Box 4	10 Cobden,	Ontario	K0J 1K0	Attn: k	lendy Stone	
Proje	ct Description and Objectives — Des Safety Clause	cription et objectifs	s du projet					

"All Safety regulations will be followed, including the wearing of appropriate safety equipment by the workers, in accordance with Ontario Ministry of Labour requirements.  $\,$ "

## Incrementality

"The Employer hereby confirms that this project would not have otherwise been undertaken within 12 months of the start date of the project were it not for the provision of the contribution of Canada toward this project as set out in this contract."

For Canada — Pour le Canada

D.J. M. Y.A.

Signature

D.J. M. Y.A.

Signature

Signature

Date

and

						<del></del>		
THIS AGREEMENT entered in	nto this	5th	day of	May	1988	Project No. 5 1 2 5 H K 8		
BETWEEN:	IMMI referi	CANADA GRATION red to as	OF THE FIRST PART					
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			- and -					
_	Corpo		of the V	-	of Cobden			
	(hereinafter referred to as the "EMPLOYER")							
	ADDF	1200	4 Main St .O. Box 4					
			obden, On	tario	K0J 1K0			
			or			INCORPORATED BODY OF THE SECOND PART		
_		(Name of	Non-Incorporate	d Body)				
	ADDF							
	• • •							
	Repre	esented	by	$\overline{}$	<del></del>			

WHEREAS CANADA conducts a program known as the Unemployment Insurance Section 38 Job Creation Program, to provide opportunities for the maintenance and continued utilization of skill of workers during periods where laid off and without alternative productive activity;

in their personal and representative

capacity (hereinafter referred to as

the "EMPLOYER")

AND WHEREAS the EMPLOYER intends to implement such a project and has presented a project proposal which has been approved by CANADA;

AND WHEREAS CANADA is prepared to make a contribution to the EMPLOYER with respect to the approved project;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that, in consideration of the covenants and undertakings herein contained, the parties agree as follows:

The Project

- 1. The EMPLOYER hereby undertakes and agrees to carry out the project described in Schedule A to this Agreement in a manner acceptable to CANADA.
- 2. The project shall be carried out within territorial limits of Canada.
- 3. A) The project shall commence operation in a manner satisfactory to CANADA on the date shown in Schedule A to this Agreement.
  - B) The project shall be operated for the period of weeks indicated in Schedule A, it being understood that no contribution or benefits under the authority of Section 38 of the Unemployment Insurance Act, 1971 will be made pursuant to this Agreement for work carried on outside such period without the prior written approval of CANADA.
- 4. The project and all persons employed thereon shall be at all times under the direct supervision, management and control of the EMPLOYER or of an agent of the EMPLOYER who has been approved by CANADA.
- 5. The project shall be subject to review and inspection by representatives of CANADA at such time and in such manner as these representatives deem appropriate and shall be altered immediately upon receipt of written notice from CANADA in the manner set out therein.



NON-INCORPORATED

**BODY OF THE** 

SECOND PART

Project Funding

- 6. CANADA hereby undertakes and agrees
  - A) to pay benefits in accordance with Section 38 of the <u>Unemployment Insurance Act</u>, <u>1971</u> and the regulations made pursuant thereto to claimants employed on the project during the period of operation set out in Schedule A hereto, and
  - B) to make a contribution not exceeding the amount referred to in Schedule A in respect to those other costs identified therein and which CANADA in its absolute discretion considers necessary for the efficient management of the project and to the attainment of the project objectives.
  - C) Where the total weeks actually worked by employees on the project is less than the total number of work-weeks indicted in Schedule A for the project, or where the total project costs are less than the gross project costs indicated in Schedule A for the project, the contribution to be made pursuant to this Agreement shall be reduced in proportion unless otherwise accepted by CANADA.
  - D) No contribution shall be made by CANADA in excess of the cost actually incurred by the EMPLOYER for the project.
  - E) No contribution shall be made by CANADA for the purchase of a capital asset unless prior authorization is obtained from CANADA for such purchase. This funding is from other than U.I. benefits.
  - F) The maximum program contribution payable to the EMPLOYER towards project costs will not exceed an average of \$125 per person per week.
  - G) No project employee shall receive unemployment insurance benefits and wages in excess of the prevailing wage rate in the area for his/her occupation as determined by CANADA.
- 7. CANADA will provide for Third Party Liability Insurance for projects.
- 8. The program contribution shall include:
  - A) any assessment raised by a provincial or territorial Workers' Compensation Board in respect of the employees of the project, including, where applicable, the EMPLOYER or the Project Manager, and such payments to be made either to the EMPLOYER or at the discretion of Canada, on behalf of the EMPLOYER to the appropriate Board; or
  - B) where the provincial or territorial Workers' Compensation Board does not provide coverage, any premiums paid by or on behalf of the EMPLOYER to a private insurer designated by CANADA to provide coverage similar to Workers' Compensation coverage.

Liability

- The project shall be operated in compliance with all laws, by-laws and regulations and such
  permits, licenses, consents and other authorizations as may be required to permit the carrying out of the project shall be obtained prior to the commencement of any activity.
- 10. All payments required by law to be made by an EMPLOYER including income Tax, Canada Pension, Quebec Pension and holiday pay shall be the sole and absolute responsibility of the EMPLOYER and, unless waived by CANADA, the EMPLOYER shall establish prior to receipt of any contribution that all registration requirements pertaining to such payments have been completed.
- 11. The EMPLOYER shall be solely and absolutely responsible for any liability arising from a contract between the EMPLOYER and any sub-contractor engaged to undertake a portion of the project.
- 12. No amount due to a sub-contractor will be considered as valid and proper claim in respect of wages but rather shall be deemed to be included in other costs of the project.
- 13. The EMPLOYER shall be solely responsible for and shall hold CANADA free from any and all losses, expenses, damages, demands and claims arising out of or in connection with injuries (including death) or damages to any and all persons whether participants or others and to property in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the project.
- 14. Nothing in this Agreement shall be deemed to authorize the EMPLOYER to contract for or incur any obligation on behalf of CANADA.

Recruitment

- 15. The EMPLOYER shall use the services and facilities of the Canada Employment Centre for enlisting project participants, unless otherwise authorized by CANADA, it being understood that
  - A) only those person who qualify to receive unemployment insurance may be enlisted;

- B) all project participants will be required to sign an undertaking with respect to his/her participation in the project prior to accepting employment therewith; and
- C) the EMPLOYER agrees to do his/her best to hire women, natives, visible minorities and disabled people who are actively looking for work, who are registered with the Canada Employment Centre and whose qualification fulfil the project's needs.
- 16. A) No contribution shall be made by CANADA pursuant hereto in respect to work-weeks worked by a person on the project who is a member of the EMPLOYER's immediate family, or of the immediate family of an individual signing this Agreement on behalf of a non-incorporated organization, or of the immediate family of a director or senior manager of an incorporated EMPLOYER, unless prior approval has been given in writing by CANADA.
  - B) For the purposes of this section "immediate family" means father, mother (or alternatively step-father, step-mother or foster parent), brother, sister, spouse (including common-law resident with the EMPLOYER), father-in-law, mother-in-law and relative permanently residing in the EMPLOYER's household or with whom the EMPLOYER presently resides.

#### Claimant Requirements

- 17. In cases where CANADA determines that a demand has arisen in the occupation of a person on the project in the area in which the project is carried out CANADA may require such person to undertake an active job search and the EMPLOYER agrees to permit such person, during normal working hours, to attend interviews considered necessary for such active job search.
- 18. The EMPLOYER will countersign the bi-weekly report card to be submitted to CANADA by each unemployment insurance claimant employed on the project and indicate on the bi-weekly report card those absences for illness, injury, or job search.

#### Accounts and Records

- 19. The EMPLOYER shall set up and maintain such books and records as are necessary for the proper financial management of the project, including (a) a record of the names, addresses and duties of each employee, their wage rate, the amount of wages actually paid and the hours worked daily by each; and (b) a record of all expenditures together with supporting documentation such as vouchers, receipts and cancelled cheques.
- 20. The EMPLOYER shall make the books and records of financial management of the project available to CANADA at all reasonable times for inspection, audit and, if necessary, copying and shall provide proper facilities for such inspection or audit as well as any further information that may be required with reference to such books and records.
- 21. Unless otherwise authorized by CANADA, all monies received from CANADA under this Agreement shall be kept in a separate account with an institution providing banking facilities and all withdrawals therefrom shall be recorded in the books and records of the project and used only for the purposes for which the monies were received.
- 22. The EMPLOYER shall forward to such places as CANADA directs such written reports as are requested by CANADA providing a detailed statement, certified correct by the EMPLOYER and/or his/her accountant, of all expenditures and revenues relating to the project.
- 23. The EMPLOYER shall also furnish such other reports concerning the progress of the project, particulars of the employees and the attainment of project objectives as may be requested by CANADA. The EMPLOYER agrees not to disclose personal information relating to employees of the project to any party other than CANADA nor to use such information for any purpose.
- 24. The financial books, records, accounts, invoices, receipts and vouchers relating to the conduct of the project shall be retained by the EMPLOYER until
  - A) written permission for their disposal is obtained from CANADA under this Agreement, and
  - B) permission for disposal is obtained from all appropriate authorities as may be required under applicable federal, provincial and municipal laws.

#### Method of payment

- 25. A) Subject to sub-section (B) payment of CANADA's contribution under this Agreement shall be made on the following basis:
  - i) an initial payment representing the lesser of
    - a) 90% of the total contribution to be paid to the EMPLOYER by CANADA under this Agreement, or
    - the amount estimated by CANADA to be its contribution in respect to the other costs which will be payable by the EMPLOYER during the first three months of operation of the project;

- ii) for the balance of the project, a monthly advance in an amount estimated by CANADA as its contribution in respect of other costs which will be payable during the month, such monthly advance being payable only after the EMPLOYER has submitted an accounting with respect to the previous advance whether initial or monthly; and
- iii) a final payment of any sum due following approval of the final financial and progress report (project final report) submitted by the EMPLOYER and, if considered necessary by CANADA, following completion of an audit.
- B) CANADA may retain a payment not exceeding 10% of the maximum program contribution set out in Schedule A until the EMPLOYER provides to CANADA final financial and progress reports satisfactory to CANADA.
- 26. Notwithstanding Clause 25, CANADA may withhold payment of any amount payable pursuant hereto
  - A) where the EMPLOYER has failed to comply with any covenant or undertaking contained herein,
  - B) where CANADA is not satisfied with the progress of the project, or
  - C) pending the outcome of an audit being done on the project.

### Overpayments

27. In the event payments made to the EMPLOYER exceed the amounts to which the EMPLOYER is properly entitled pursuant hereto, the amount of such excess shall be payable forthwith to CANADA upon receipt of notice thereof and such amount shall be recognized as being a debt due to CANADA.

#### Acquired Assets

- 28. If a portion of the contribution made by CANADA under the terms of this Agreement has been used for the purchase of assets which have not been physically incorporated into the final product of the project, CANADA, at its discretion, may direct that the assets so purchased
  - A) be sold at a fair market value and the funds realized from such sale be applied to project costs,
  - B) be turned over to registered charitable organizations,
  - C) be retained by the project in cases where the EMPLOYER satisfies CANADA that the project is able to continue and that such assets are required for the viability of the project, or
  - D) be turned over to CANADA for transfer to the Crown Assets Disposal Corporation.
- 29. No contribution shall be made in respect of costs to which CANADA already contributes or is required to contribute or that CANADA has borne or is required to bear pursuant to any agreement or any Act of Parliament of Canada.

### Project Revenue

- 30. A) The EMPLOYER shall report to CANADA all revenue generated by the project during the period of this Agreement.
  - B) The revenue referred to in subsection (A) shall be applied in the following manner:
    - (i) first, to offset the costs for which CANADA has paid or has agreed to pay under this Agreement so as to reduce CANADA's contribution accordingly;
    - (ii) second, to offset other project costs; and
    - (iii) third, to bring up the wages of any employee paid below the prevailing wage rate, as determined by CANADA.
  - C) The EMPLOYER shall pay to CANADA the percentage of any amount remaining after the revenue referred to in subsection (A) has been dealt with under subsection (B) that is equal to the percentage of the payment made by CANADA in relation with the project to the total cost of the project, including benefits paid to participants pursuant to Section 38 of the <u>Unemployment Insurance Act</u>, 1971.
  - D) Notwithstanding subsection (C), CANADA may authorize an EMPLOYER whose activities are not profit purposes to retain any amount of revenue referred to in subsection (C) to support the continuation or generation of employment after the termination of funding under this Agreement.

31. This Agreement may be amended by mutual written consent of the parties.

#### Termination

- 32. If, at any time, CANADA is of the opinion that the EMPLOYER has failed to conduct the project in an acceptable manner or has failed to comply with any of his/her covenants or undertakings contained herein, CANADA may
  - A) terminate the Agreement by giving written notice thereof to the EMPLOYER and any payments which would have been otherwise payable to the EMPLOYER at the time of such termination may, at the discretion of CANADA, be withheld, or
  - B) give written notice to the EMPLOYER that the project has been placed on probation for a period of non longer than twenty-one (21) days, during which time the EMPLOYER must take appropriate action to remedy the failings identified by CANADA, it being further understood and agreed by both parties hereto that
    - i) during the period of probation CANADA shall continue to meet such undertakings set down herein, and
    - during the period of probation CANADA may, if it deems necessary, terminate the Agreement by giving written notice thereof, in accordance with this Agreement.

#### General

- 33. If requested by CANADA to do so, the EMPLOYER shall erect at his/her expense on the project site a sign to be supplied by CANADA identifying the project as a project receiving a contribution under this program. The EMPLOYER shall also dismantle and, unless otherwise directed by CANADA, return such sign to CANADA upon the completion or termination of the project.
- 34. No Member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
- 35. No federal, provincial or municipal government employee shall be allowed to derive any financial advantage from the operation of the project.
- 36. This Agreement may not be assigned by the EMPLOYER without the written approval of CANADA.
- 37. Except where this Agreement is signed by more than one person as EMPLOYER, the Agreement shall terminate upon the death of the EMPLOYER.
- 38. Any payment due hereunder is subject to there being an appropriation for the fiscal year in which such commitment comes in course of payment.
- 39. The EMPLOYER will assist in and facilitate any evaluation of the project by CANADA and hereby authorizes CANADA to publish all or any part of such evaluation.
- 40. Where as a result of the activities of the project a work is produced, the production of which has been made possible by contributions herein, notwithstanding any action the EMPLOYER may take to protect the said work by copyright, patent or other legal means, the EMPLOYER hereby authorizes CANADA to produce, reproduce, publish, translate, adapt, record by any means, diffuse and broadcast such work.
- 41. The EMPLOYER agrees to submit to CANADA any proposed publication to be made in pursuance to the project and to include in such publication an acknowledgement of the financial contribution made under this Agreement in a form approved by CANADA.
- 42. Where there is a significant demand by the persons to whom the project provides its services, the EMPLOYER shall ensure, to the extent that it is feasible to do so, that such persons can obtain the services from it in both official languages.
- 43. All Schedules attached hereto shall form part of this agreement.
- 44. Where written notice is given pursuant to this Agreement, such notice shall be given to the address of the appropriate party to this Agreement appearing on Page 1 of this agreement.

It is further understood by the representatives of the EMPLOYER that the person or persons signing this Agreement for an EMPLOYER which is a non-incorporated body or non-registered partnership hereby undertake(s) and agree(s) to be personally, jointly and severally liable for any and all obligations assumed by the EMPLOYER under this Agreement and for any future debt due to CANADA by reason of this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals.

Cobden	
Date	Position
Date	Position
Date	
, ,	Assistant Manager - CJS
Date	Position
	Date