

Agreement dated [Click here to enter a date.](#)

BETWEEN:

**THE GOVERNMENT OF MANITOBA,**  
represented by  
the Minister of Manitoba Education and Training  
("Manitoba")

- and -

[Click here to enter name of the organization, individual, partners or band,](#)

Use for a provincially incorporated organization  
a corporation incorporated in accordance with *The Corporations Act*, C.C.S.M. c. C225 (Manitoba),  
with its head office located in [Click here to enter city, Manitoba](#)"

Use for a federally incorporated organization  
a corporation incorporated federally in accordance with *Canada Corporations Act 1970, c. C-32* (Canada)  
with its head office located in [Click here to enter city, Click here to enter the province](#)

Use for an unincorporated business owned by an individual:  
an individual residing at the City of [Click here to enter city](#), in the Province of Manitoba carrying on business under  
the name [Click here to enter business name](#)

Use for an unincorporated business owned by a partnership:  
carrying on business in partnership in the City of [Click here to enter city](#), in the Province of Manitoba under the  
firm name [Click here to enter business name](#)

Use for an unincorporated association/organization:  
on behalf of [Click here to enter names of the board members](#)

Use for an Indian Band:  
a "band" under the *Indian Act* (Canada) located in [Click here to enter city, Manitoba](#)  
("Company/Service Provider")

## **BACKGROUND**

- A. Manitoba through Manitoba Education and Training administers the Manitoba Program identified in Schedule "A".
- B. The Company/Service Provider has applied for financial contribution to deliver the Project described in Schedule "A" under the Manitoba Program.
- C. A representative of the Company/Service Provider has been duly authorized to sign this Agreement on behalf of the Company/Service Provider.

Manitoba and the Company/Service Provider agree as follows:

### **1.0 DEFINITIONS AND INTERPRETATION**

- 1.1 The capitalized terms in this Agreement are defined in section 16.1.
- 1.2 Any reference in this Agreement to a Manitoba or Canada statute includes all regulations made under that statute and all changes and replacements of that statute or regulation.
- 1.3 In this Agreement, words in the singular include the plural, and vice versa, as the context requires.

### **2.0 PURPOSE OF AGREEMENT**

- 2.1 The purpose of this Agreement is to set out the terms and conditions under which Manitoba will provide financial contribution to the Company/Service Provider for the delivery of the Project described in Schedule "A" under the Manitoba Program identified in Schedule "A".

### **3.0 TERM OF THIS AGREEMENT**

- 3.1 This Agreement shall come into effect on the **Start Date** and shall continue until the **End Date**, subject to earlier termination before that date under section 13.0 or 14.0.

### **4.0 OBLIGATIONS OF COMPANY/SERVICE PROVIDER**

- 4.1 The Company/Service Provider shall deliver the Project in accordance with the terms and conditions of this Agreement, including the Schedules attached to this Agreement and documents not attached but

referenced as forming part of this Agreement, in a diligent and professional manner, using qualified personnel, and without limiting the foregoing, the Company/Service Provider shall:

- (a) prior to signing this Agreement, submit to Manitoba for review and approval by Manitoba, a Proposal for the Project in the form prescribed by Manitoba, which shall include, among other information, information about the Company/Service Provider's organization, a description of the Project activities, anticipated outcomes and a Budget;
- (b) pay any overpayment due to Manitoba Education and Training in respect of a previous contract with Manitoba Education and Training or due to another department of the Government of Manitoba in respect of a previous contract with that department, and outstanding on the date of signing of this Agreement, in full on or before a date specified by Manitoba;
- (c) pay any overpayment due to Manitoba Education and Training in respect of a previous contract with Manitoba Education and Training or due to another department of the Government of Manitoba in respect of a previous contract with that department, that is determined to be outstanding after the date of signing of this Agreement, in full on or before a date specified by Manitoba;
- (d) open an account under the name of the Manitoba Program with a chartered bank, credit union or trust company in the Province of Manitoba if requested by Manitoba or, if not so requested by Manitoba, set up a sub-account in an existing account of the Company/Service Provider at a chartered bank, credit union or trust company in the Province of Manitoba and designate it the Manitoba Program account;
- (e) receive and deposit into the Manitoba Program account all of the amounts of financial contribution paid to the Company/Service Provider by Manitoba;
- (f) record the amounts of financial contribution received and deposited into the Manitoba Program account, including any interest thereon, and all payments from the Manitoba Program account;
- (g) use all of the amounts of financial contribution received from Manitoba and deposited into the Manitoba Program account only for paying the Eligible Costs of the Project;
- (h) ensure that only those persons duly authorized in writing by a banking resolution or by-law will be permitted to make any payments from the Manitoba Program account and provide Manitoba with a certified copy of such banking resolution or by-law upon request;
  - (i) provide Manitoba with information about funding that is to be provided for the Project from other sources, including:
    - (i) a letter of confirmation from all other funding sources indicating when funding will be provided, the amount of the funding to be provided, the purpose for which the funding is being provided, and who authorized the funding;
    - (ii) a list of the Eligible Costs that will be funded by other sources; and
    - (iii) alternative sources of funding;
- (j) prior to the signing of this Agreement, provide Manitoba with information about cash and in-kind contributions being provided for the Project from other sources, and how the contributions are required for the Project;
- (k) on request by Manitoba, make a copy of all current by-laws, articles, terms of reference, and other planning documents of the Company/Service Provider available for inspection by representatives of Manitoba, provide a list of the board of directors and officers of the Company/Service Provider (if applicable) to Manitoba, and during the Term of this Agreement, provide Manitoba with any amendments to these documents;
- (l) keep proper books, accounts and records in accordance with generally accepted business and accounting practices of the financial management of the Project, including payroll records of staff employed by the Company/Service Provider for the delivery of the Project, and records of all other Project expenditures and revenues, including funding for the Project received from other sources;
- (m) on request by Manitoba, make the books, accounts and records referred to in paragraph 4.1(l) available for inspection and audit by representatives of Manitoba, and permit Manitoba representatives to take copies and extracts from such books, accounts and records;
- (n) provide any additional information relating to the books, accounts and records referred to in paragraph 4.1(l) as required by Manitoba;
- (o) preserve the books, accounts and records referred to in paragraph 4.1(l) and keep them available for audit and inspection by representatives of Manitoba for a period of six (6) years after the end of the Term of this Agreement;
- (p) on written request by Manitoba, retain the services of an accountant who is licensed to prepare audits in the Province of Manitoba and approved by Manitoba, to conduct an audit of the books, accounts and

records relating to the Project and to produce an audit report, within the time frame reasonably specified by Manitoba, that certifies:

- (i) the total actual expenditures of Eligible Costs to date;
  - (ii) the total payments of financial contribution made by Manitoba to date, including the amount of interest, if any, that has accrued on the financial contributions; and
  - (iii) all expenditures, except as noted in the report, were in accordance with this Agreement;
- (q) within thirty (30) days after completion of the audit report referred to in paragraph 4.1(p), provide a copy of the audit report to Manitoba;
  - (r) provide Manitoba with information about the staff required by the Company/Service Provider, including information about the number of required positions, titles of positions, position descriptions, required qualifications and proposed salary for each position necessary for the delivery of the Project;
  - (s) ensure Company/Service Provider staff changes do not affect the delivery of the Project;
  - (t) inform Manitoba of any Company/Service Provider staff changes related to the delivery of the Project,
  - (u) where the Company/Service Provider does not have a conflict of interest policy, develop a conflict of interest policy which, at minimum, meets or exceeds Manitoba's Conflict of Interest Policy, and provide a copy of the policy to Manitoba upon request;
  - (v) where the Company/Service Provider does not have a collective agreement with its employees,
    - (i) if the Company/Service Provider also does not have personnel policies and guidelines which cover all of the following topics, develop personnel policies and guidelines for employees on matters such as hours of work, working conditions, vacation pay, statutory holidays, absenteeism, sick time, compassionate leave, bereavement leave, overtime, severance pay, performance management, dispute resolution and conduct, including that overtime in the delivery of the Project shall be permitted only at the request of the Company/Service Provider;
    - (ii) ensure that each employee is aware of the personnel policies and guidelines; and
    - (iii) provide a copy of the personnel policies and guidelines to Manitoba upon request;
  - (w) where the Company/Service Provider has a collective agreement with its employees,
    - (i) ensure that each employee is aware of the collective agreement; and
    - (ii) provide a copy of the collective agreement to Manitoba upon request;
  - (x) carry out any other duties required by Manitoba for the effective delivery of the Project;
  - (y) prior to the commencement of any Project activity, obtain all permits, licenses, consents and other authorizations necessary for the Project;
  - (z) produce any permits, licences, consents and other authorizations necessary for the Project upon request by Manitoba;
  - (aa) comply with all applicable federal, provincial and municipal laws and regulatory requirements, including (without limitation) all federal and Manitoba labour, employment, employment standards, workplace safety and health, and human rights legislation;
  - (bb) comply with the guidelines, requirements, and terms and conditions of the Manitoba Program, as revised or replaced from time to time;
  - (cc) disclose any fact or event of which the Company/Service Provider is aware from time to time which may compromise the Company/Service Provider's chances of success in delivering the Project either immediately, or in the short or long term, to Manitoba without delay;
  - (dd) ensure that any services to the public to be provided in delivering the Project are available in either official language where, in the opinion of Manitoba, there is significant demand for the services in both official languages;
  - (ee) comply with the requirements respecting use of government logos set out in sections 10.6 and 10.7; and
  - (ff) comply with all of the additional terms and conditions set out in Schedule "C".

## **5.0 FINANCIAL CONTRIBUTION BY MANITOBA**

- 5.1 Subject to the terms and conditions of this Agreement, Manitoba shall pay the Company/Service Provider a financial contribution in an amount equal to the lesser of, the Eligible Costs incurred by the Company/Service Provider and the Maximum Contribution Amount. For clarity, the maximum amount

payable by Manitoba under this Agreement is the amount of the Maximum Contribution Amount as set out in section 5.2.

5.2 The Maximum Contribution Amount under this Agreement is [REDACTED] dollars and zero cents (\$ [REDACTED].00).

5.3 Subject to the terms and conditions of the Agreement, the Maximum Contribution Amount set out in section 5.2 shall be allocated during the Term of this Agreement as set out in the following chart:

Fiscal Year 1 – 2017/18	Fiscal Year 2 – 2018/19	Fiscal Year 3 – 2019/20
\$ [REDACTED].00		

5.4 Notwithstanding sections 5.1, 5.2 and 5.3, Manitoba may, in its absolute discretion, reduce the Maximum Contribution Amount,

(a) where the Legislature of the Province of Manitoba does not duly appropriate the funds payable by Manitoba under this Agreement in the Fiscal Year in which they are required; and

(b) where the Government of Canada funding levels for the Manitoba Program are reduced.

5.5 Subject to the terms and conditions of this Agreement, Manitoba shall pay the financial contribution towards the Project to the Company/Service Provider in the following manner:

Payment #	Amount	Report Due Date	Type of Report	Payment Disbursement Date
1	\$0	N/A (Proposal on file)	N/A (Proposal on file)	Month day, Year
2	\$0	Month day, Year	Financial & Progress Report	Month day, Year
3	\$0	Month day, Year	Financial & Progress Report	Month day, Year
4	\$0	Month day, Year	Financial & Progress Report	Month day, Year
	\$0	Month day, Year	Financial & Final Report	N/A
<b>TOTAL</b>	<b>\$0</b>			

5.6 Subject to other terms and conditions of this Agreement, Manitoba shall pay the payment(s) set out in paragraph 5.5 on receipt of an accounting to be provided by the Company/Service Provider, which shall be in writing and shall include:

(a) details of the Company/Service Provider's use or application of the previous payment of financial contribution by Manitoba and all financial amounts received by the Company/Service Provider from other sources during the period between the advance or interim payment, as the case may be, of financial contribution by Manitoba and date of the accounting; and

(b) the expenditures incurred by the Company/Service Provider to deliver the Project and the Eligible Costs categories described in section 1.0 of Schedule "B" into which the expenditures fit.

5.7 The Company/Service Provider shall provide the Consultant/Project Officer with the supporting documents, vouchers, statements and receipts for the expenditures incurred by the Company/Service Provider to deliver the Project as requested by the Consultant/Project Officer.

5.8 Manitoba may withhold payment of any amount of the financial contribution where, in the opinion of Manitoba, the Company/Service Provider has failed to comply with any of the terms or conditions of this Agreement.

5.9 Without limiting section 5.8, Manitoba may withhold payment of any amount of the financial contribution pending the provision of any financial information required by Manitoba under the Agreement, the completion of any report that is required to be submitted by the Service Provider to Manitoba under this Agreement or an audit of the Service Provider's books, accounts and records conducted either by Manitoba or by an independent auditor pursuant to paragraph 4.1(m) or (p) of this Agreement.

5.10 The Company/Service Provider shall not be entitled to reallocate an expenditure to an expenditure category described in section 1.0 of Schedule "B" that is not appropriate, without the prior written approval of Manitoba.

5.11 Any interest earned on the advance of the financial contribution paid by Manitoba shall be accounted for by the Company/Service Provider and shall be invested in the Project.

- 5.12 If any financial contribution paid by Manitoba to the Company/Service Provider pursuant to this Agreement exceeds the amount to which the Company/Service Provider is entitled under this Agreement or exceeds the Eligible Costs of the Project, or if the Company/Service Provider receives more funding for the Project from other sources than anticipated, the excess amount shall be deemed to be an overpayment by Manitoba.
- 5.13 Any overpayment by Manitoba to the Company/Service Provider under this Agreement shall be a debt due and owing by the Company/Service Provider to Manitoba and shall be payable to Manitoba immediately on demand, and may, in Manitoba's sole discretion, be set off against any amounts payable by Manitoba or by an agency of Manitoba to the Company/Service Provider.
- 5.14 The Company/Service Provider shall be responsible for any other costs required to fulfill its obligations and undertakings under this Agreement, except for the Eligible Costs up to the Maximum Contribution Amount.
- 5.15 Nothing in this Agreement creates any undertaking, commitment or obligation on the part of Manitoba respecting future or ongoing financial contribution relating to the Project or the Company/Service Provider.

## **6.0 REPRESENTATIONS AND WARRANTIES OF COMPANY/SERVICE PROVIDER**

- 6.1 The Company/Service Provider represents and warrants that:
- (a) all declarations, statements and representations made in or in connection with its Proposal are accurate, true and complete, and all relevant information has been disclosed to Manitoba;
  - (b) it possesses the necessary skills, expertise and experience to deliver the Project in accordance with the provisions of this Agreement, and understands Manitoba's requirements under this Agreement and will be able to satisfy these requirements; and
  - (c) in respect of a previous contract with Manitoba, as represented by Manitoba Education and Training or another department, it:
    - (i) has no outstanding overpayment, either by reason of having been paid more than the expenditures allowed or because of fraudulent activity or financial mismanagement, or
    - (ii) has an outstanding overpayment, either by reason of having been paid more than the expenditures allowed or because of fraudulent activity or financial mismanagement, and is not requesting additional funding under this Agreement to cover the outstanding overpayment.

## **7.0 OWNERSHIP OF WORK**

- 7.1 The ownership of all information, documents, materials, including (without limitation), all data, research, reports, drawings, plans, photographs and other materials, discovered or produced by the Company/Service Provider, or any officers, employees or agents of the Company/Service Provider, in the performance of, or incidental to the performance of, this Agreement ("Work"), and all intellectual property rights therein (including, without limitation, all copyright, patent and trade mark rights) shall be in accordance with the terms and conditions set out in Schedule "C".

## **8.0 NEPOTISM**

- 8.1 Subject to sections 8.2 and 8.3, the Company/Service Provider shall ensure that during the Term of this Agreement neither the Company/Service Provider nor any employee, officer or agent of the Company/Service Provider hires as an employee any individual who is:
- (a) a member of the board of directors or Council of the Company/Service Provider;
  - (b) an immediate family member of a member of the board of directors or Council of the Company/Service Provider; or
  - (c) an immediate family member of an employee, officer or agent of the Company/Service Provider.
- 8.2 Where the Company/Service Provider wishes to hire as an employee, an individual who is an immediate family member of a member of the board of directors or Council or of an employee, officer or agent of the Company/Service Provider, the Company/Service Provider must obtain prior written approval of Manitoba to the hiring. For clarity, in seeking such approval from Manitoba, the Company/Service Provider shall not provide any identifying personal information about the proposed employee to Manitoba.
- 8.3 Manitoba may approve the hiring as an employee of an individual who is an immediate family member of a member of the board of directors or Council of an employee, officer or agent of the Company/Service Provider, where Manitoba is satisfied that:



- (a) the hiring is not a result of any preference by reason of the individual being an immediate family member of a member of the board of directors or Council or of an employee, officer or agent of the Company/Service Provider;
- (b) the immediate family member is the most qualified candidate or has the greatest aptitude for the job as compared with other candidates;
- (c) the employee, officer or agent to whom the immediate family member is related is not involved in the decision-making process for hiring employees and is not in a position to influence the decision, or, if he or she is involved in the process or is in a position to influence the decision, he or she:
  - (i) absents himself or herself from any discussions, deliberations or voting in respect of the matter; and
  - (ii) does not directly or indirectly attempt to influence the decision on the matter.

8.4 For the purposes of this section 8.0, "immediate family member" means 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, or any relative with whom the individual permanently resides.

8.5 If the Company/Service Provider hires an immediate family member, in contravention of the above-mentioned terms and conditions, no costs incurred by the Company/Service Provider in relation to the immediate family member will be eligible for reimbursement and any advance of financial contribution in respect of such ineligible costs shall be a debt due to Manitoba and shall be repaid immediately to Manitoba upon receipt of notice of the debt.

## **9.0 REPORTS, INSPECTIONS**

- 9.1 The Company/Service Provider shall provide Manitoba with periodic progress reports as specified in Schedule "A" concerning the progress of the Project in writing and satisfactory to Manitoba in form and content. Without limitation, in each of its reports, the Company/Service Provider shall describe its expenditures and indicate into which of the Eligible Costs categories described in section 1.0 of Schedule "B" the expenditure fits.
- 9.2 The Company/Service Provider shall provide Manitoba with a final report on the Project within the number of days specified in Schedule "A" of the expiry or earlier termination of this Agreement, in writing and satisfactory to Manitoba in form and content, concerning the activities of the Project throughout the Term of this Agreement.
- 9.3 Manitoba and its authorized representatives may, from time to time, conduct reviews, inspections and evaluations respecting the delivery of the Project under the Manitoba Program and this Agreement.
- 9.4 The Company/Service Provider agrees to cooperate fully in any review, inspection or evaluation of the delivery of the Project by the Company/Service Provider, by Manitoba, and to give Manitoba and its authorized representatives access to records and information relating to the Project being delivered by the Company/Service Provider under the Manitoba Program and this Agreement for these purposes.

## **10.0 CONFIDENTIALITY OF INFORMATION, PERSONAL INFORMATION, COMMUNICATION**

- 10.1 While this Agreement is in effect, and at all times thereafter, the Company/Service Provider shall comply with any rules or directions made or given by Manitoba with respect to the safeguarding or ensuring of the confidentiality of information, data, documents or materials acquired or to which access has been given in the course of or incidental to the performance of this Agreement.
- 10.2 Manitoba and the Company/Service Provider agree that either of them may make this Agreement available to the public at any time following its signing by Manitoba without any further consent by the other party.
- 10.3 The Company/Service Provider shall acknowledge in all communications, including, without limitation, all publications, advertising and press releases related to the Manitoba Program and the Company/Service Provider's web site, the roles and participation of the Governments of Canada and Manitoba as funders of the Manitoba Program and activities conducted under the Project as specified in Manitoba's Company/Service Provider Communication Guidelines, a copy of which will be provided to the Company/Service Provider.
- 10.4 The Company/Service Provider shall give sufficient notice of any communication activities, including all publications, advertising, press releases, public appearances or interviews, so as to allow Manitoba at its sole discretion to review and approve all materials intended for use by the Company/Service Provider. All public materials must adhere to Manitoba's French Language Services Statement of Policy subject to cost and distribution considerations; the Policy can be located on the Manitoba Government website, Francophone Affairs Secretariat webpage.

- 10.5 In cases where the Company/Service Provider has multiple funders and materials such as a brochure, poster, Internet site or advertising will be produced, the Company/Service Provider shall contact the Consultant/Project Officer for direction.
- 10.6 Where funding for the Manitoba Program is provided by the Government of Manitoba, the Company/Service Provider shall not use the Province of Manitoba logo on its publications unless given prior written authorization by Manitoba, and in this case, the publication shall include the following statement:
- Funding Provided by:  
The Manitoba Government
- 10.7 Where funding for the Manitoba Program is provided by the Government of Manitoba and the Government of Canada, the Company/Service Provider shall not use a Province of Manitoba or Government of Canada logo on its publications unless given prior written authorization by Manitoba, and in this case, the publication shall include the following statement:
- Funding Provided by:  
The Government of Canada  
The Manitoba Government
- 11.0 INDEMNIFICATION BY THE COMPANY/SERVICE PROVIDER, INSURANCE**
- 11.1 The Company/Service Provider shall be solely responsible for and shall save harmless and indemnify Manitoba and, where Canada provides funding for the Manitoba Program, Canada, including their respective Ministers, officers, employees and agents, from and against all claims, liabilities and demands with respect to:
- (a) any injury to persons, including (without limitation) death, damage or loss to or destruction of property, economic loss or infringement of rights caused by, or related to, the operation of the Manitoba Program, the performance of this Agreement or the breach of any term or condition of this Agreement by the Company/Service Provider, or its officers, employees or agents; and
  - (b) any act, omission or commission, or wrongful or negligent act of the Company/Service Provider, including by any officer, employee or agent of the Company/Service Provider.
- 11.2 Section 11.1 does not apply to Manitoba or Canada if the claim, liability or demand is declared by a court of competent jurisdiction to have been caused by the wrongful or negligent act of an officer, employee or agent of Manitoba or Canada while acting within the scope of his or her office, employment or agency.
- 11.3 The Company/Service Provider shall ensure that all staff have workers compensation coverage under *The Workers Compensation Act* of Manitoba or comparable third party injury and disability insurance coverage, prior to the commencement of any Project activities to be delivered under the Agreement, and shall ensure that such coverage is maintained at all times during the Term of this Agreement.
- 11.4 The Company/Service Provider shall provide evidence, upon request, satisfactory to Manitoba, that the required workers compensation or injury and disability coverage is in place, prior to the commencement of the Project activities to be delivered under this Agreement.
- 11.5 The Company/Service Provider shall purchase and maintain the following insurance coverage throughout the Term of this Agreement, or in the case of claims made policies, for the additional minimum period specified:
- (a) commercial general liability insurance policy against claims for personal injury, death or damage to property arising out of any of the activities delivered under this Agreement, with a minimum limit of coverage of two million dollars (\$2,000,000.00) per occurrence. This policy shall name Manitoba, and where Canada provides funding for the Manitoba Program, Canada, their Ministers, officers, employees and agents as Additional Insureds with respect to the activities delivered under this Agreement.
- 11.6 Within seven (7) days of the signing of this Agreement, the Company/Service Provider shall deposit with Manitoba, and keep continuously deposited with Manitoba during the Term of this Agreement, a current Certificate of Insurance, satisfactory to Manitoba, that provides evidence of the required insurance coverage described in section 11.5. The Certificate of Insurance shall provide for a minimum of thirty (30) days prior written notice to the Company/Service Provider or Manitoba in case of policy cancellation.
- 11.7 The above insurance requirements described in section 11.5 are minimum requirements intended to protect Manitoba and, where Canada provides funding for the Manitoba Program, Canada, from potential claims against the Company/Service Provider. It is the responsibility of the Company/Service Provider and its insurance advisors to determine if higher limits or additional coverages are required.

**12.0 PURCHASE AND DISPOSITION OF ASSETS**

- 12.1 The Company/Service Provider must submit a written request to Manitoba prior to purchasing any Asset required for the Project with the financial contribution provided under this Agreement and must obtain written approval from Manitoba prior to making such a purchase.
- 12.2 All Assets purchased by the Company/Service Provider with the financial contribution provided under this Agreement remain the property of Manitoba and shall be returned to Manitoba without cost upon request.
- 12.3 The Company/Service Provider shall prepare a Company/Service Provider Project Asset List, listing the Assets purchased by the Company/Service Provider with the financial contribution paid by Manitoba, in the form and with the content prescribed by Manitoba, shall update the list when Assets are purchased or disposed of, and shall provide a paper copy of the Company/Service Provider Project Asset List and any updates to the Consultant/Project Officer. At least once during the Term of this Agreement and more frequently as determined by Manitoba, the Consultant/Project Officer shall physically verify the Assets on the Company/Service Provider Project Asset List and shall identify any Assets that are no longer being used in the Project and are available for disposal. The Company/Service Provider shall cooperate with Manitoba in facilitating this verification process.
- 12.4 Where the Company/Service Provider determines that an Asset is no longer required for the delivery of the Project, the Company/Service Provider shall advise the Consultant/Project Officer that the Asset is available for disposal.
- 12.5 Upon completion of the Project or earlier termination of this Agreement, or on an Asset becoming available for disposal prior to the completion of the Project or earlier termination of this Agreement, the Consultant/Project Officer shall determine how an Asset or Assets purchased with financial contribution provided under this Agreement will be disposed of, which may include the following:
- (a) retained at the site of the Company/Service Provider, if Manitoba enters into a new contract with the Company/Service Provider;
  - (b) sale to the Company/Service Provider at fair market value, with the funds realized from such sale being applied to the Eligible Costs of the Project to offset Manitoba's contribution to the Eligible Costs of the Project;
  - (c) given to another person or organization designated or approved by Manitoba;
  - (d) returned to Manitoba; or
  - (e) disposed of in any other manner as may be determined by Manitoba.

### 13.0 **DEFAULT**

- 13.1 The Company/Service Provider is in default under this Agreement if, at any time:
- (a) the Company/Service Provider becomes, or is about to become, bankrupt or insolvent, goes into receivership or takes the benefit of any Act relating to bankrupt or insolvent debtors; or
  - (b) an order is made or a resolution is passed for the dissolution or winding-up of the Company/Service Provider or the Company/Service Provider is otherwise likely to lose its corporate status; or
  - (c) the Company/Service Provider ceases to operate or is about to cease operating; or
  - (d) any declaration, statement, representation or warranty made by or on behalf of the Company/Service Provider, including (without limitation) any declaration, statement, representation or warranty made in this Agreement, including in its Proposal, is false or misleading; or
  - (e) Manitoba is reasonably of the opinion that the Company/Service Provider has failed to comply with any term or condition of this Agreement; or
  - (f) Manitoba is reasonably of the opinion that the Company/Service Provider has failed to proceed diligently with the Project.
- 13.2 If the Company/Service Provider is in default under this Agreement for a reason specified in section 13.1, Manitoba may do one or more of the following:
- (a) suspend or withhold any payment or part of any payment due under this Agreement;
  - (b) reduce the level of the financial contribution provided under this Agreement;
  - (c) immediately terminate this Agreement and any financial obligation of Manitoba under it by giving notice in writing, effective on receipt or on a date set out in the notice;



- (d) by notice in writing, demand that the Company/Service Provider repay to Manitoba part or all of the financial contribution provided under this Agreement, which shall be a debt due and owing by the Company/Service Provider to Manitoba and payable on demand.

13.3 If the Company/Service Provider is involved in a labour dispute, or if the Company/Service Provider is the subject of an investigation under *The Employment Standards Code* (Manitoba), C.C.S.M. c.E110, *The Workplace Safety and Health Act* (Manitoba), C.C.S.M. c.W210 or any other employment, labour or human rights legislation, Manitoba may, in its sole discretion:

- (a) suspend any payments of financial contribution under the Manitoba Program and this Agreement until the matter is resolved to the satisfaction of Manitoba; or
- (b) terminate this Agreement and any financial obligation of Manitoba under it by giving notice in writing, effective on receipt or on a date set out in the notice, and demand that the Company/Service Provider repay to Manitoba part or all of the funding provided under this Agreement, which shall be a debt due and owing by the Company/Service Provider to Manitoba and payable on demand.

#### 14.0 **EARLY TERMINATION**

14.1 Manitoba or the Company/Service Provider may terminate this Agreement at any time without cause upon not less than one (1) month's written notice of intention to terminate.

14.2 Where, as a result of a reduction in funding under sections 5.4 and 13.2, the Company/Service Provider is unable or unwilling to complete the Project, the Company/Service Provider may, upon written notice to Manitoba, immediately terminate this Agreement.

14.3 In the event of a termination by the Company/Service Provider under section 14.1 or 14.2 or by Manitoba under section 13.2, 13.3 or 14.1:

- (a) the Company/Service Provider shall make no further commitments in relation to the Project and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation to the Project;
- (b) subject to other terms and conditions of this Agreement, all Eligible Costs incurred by the Company/Service Provider shall be paid by Manitoba, provided that payment under this paragraph shall only be made to the extent that it is established to the satisfaction of Manitoba that the costs were actually incurred by the Company/Service Provider;
- (c) all costs of, and incidental to, the cancellation of obligations incurred by the Company/Service Provider as a consequence of termination of this Agreement, shall be paid by Manitoba, provided that payment under this paragraph shall only be made to the extent that it is established to the satisfaction of Manitoba that the costs were actually incurred by the Company/Service Provider, and are reasonable and properly attributable to the termination of this Agreement; and
- (d) the amount of any financial contribution paid by Manitoba to the Company/Service Provider which remains unspent by the Company/Service Provider shall be a debt due to Manitoba and shall be promptly repaid to Manitoba.

14.4 The Company/Service Provider shall negotiate all contracts related to the Project, including subcontracts (if any) and employment contracts on terms and conditions that will enable the Company/Service Provider to cancel the contracts with a minimum of cancellation costs in the event of termination of this Agreement and generally, the Company/Service Provider shall cooperate with Manitoba and do everything reasonably within its power to minimize and reduce the amount of Manitoba's obligations in the event of early termination under this Agreement.

14.5 Upon termination of this Agreement, the Company/Service Provider shall provide Manitoba with all documents and information requested by Manitoba.

#### 15.0 **NOTICES**

15.1 Any notice or other communication to the Company/Service Provider under this Agreement shall be in writing and shall be delivered in person or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

<Name and contact info>  
Phone: 204-  
Fax: 204-  
Email:

15.2 Any notice or other communication to Manitoba under this Agreement shall be in writing and shall be delivered in person or sent by registered mail, postage prepaid, or by way of facsimile transmission, to:

<Name and Position>  
Skills and Employment Partnerships

Manitoba Education and Training  
 260-800 Portage Ave  
 Winnipeg, MB R3G 0N4  
 Phone: 204-945-  
 Fax: 204-945-0356  
 Email:

- 15.3 Any notice or communication sent by registered mail shall be deemed to have been received on the third business day following the date of mailing. Any notice or communication sent by facsimile transmission shall be deemed to have been received on the day following the date of the transmission. If mail service is disrupted by labour controversy, notice shall be delivered personally.

## 16.0 **GENERAL**

### 16.1 In this Agreement:

- (a) "Agreement" means this document and
- (i) Schedule "A": Manitoba Program and Project;
  - (ii) Schedule "B": Eligible Costs;
  - (iii) Schedule "C": Additional Terms and Conditions;
  - (iv) Company/Service Provider Project Asset List, not attached;
  - (v) Proposal, not attached;
  - (vi) Manitoba's Company/Service Provider Communication Guidelines, not attached; and
  - (vii) Manitoba's French Language Services Statement of Policy, not attached;
- (b) "Asset" means a physical item, purchased using cash or a cash equivalent, that has a value of at least one thousand dollars (\$1,000.00 CDN), is not consumable, has a long term useful life and is intended to be used on a continuing basis;
- (c) "Budget" means a detailed report, in the form prescribed by Manitoba, which includes a detailed estimate of all Project costs and a monthly cash flow projection of funds required by the Company/Service Provider to deliver the Project during the Term of this Agreement, itemized by categories of Eligible Costs identified in section 1.0 of Schedule "B";
- (d) "Canada" means the Government of Canada, as represented by Service Canada;
- (e) "Company/Service Provider Project Asset List" means the list of Assets described in section 12.3, as updated from time to time;
- (f) "Consultant/Project Officer" means the person designated by Manitoba to act as the project officer/ employment consultant with respect to the Company/Service Provider's delivery of the Project under the Manitoba Program;
- (g) "Eligible Costs" means the costs identified in section 1.0 of Schedule "B", that are incurred by the Company/Service Provider during the Term of this Agreement for the purpose of the Project, and are also set out in the Budget portion of Company/Service Provider's Proposal for the Project;
- (h) "End Date" means the last date of the period during which Manitoba may make payments of the financial contribution to the Company/Service Provider under this Agreement, as specified in Schedule "A";
- (i) "Fiscal Year" means the period commencing on April 1 of any year and terminating on March 31 of the immediately following year;
- (j) "Manitoba Program" means the Manitoba Program, identified in Schedule "A";
- (k) "Maximum Contribution Amount" means the maximum financial contribution to be provided by Manitoba under this Agreement, as set out in section 5.2;
- (l) "Project" means the activities and expected results described in summary form in section 4.0 of Schedule "A" and described in detail in the Company/Service Provider's Proposal;
- (m) "Proposal" means the Company/Service Provider's detailed proposal for the delivery of the Project under the Manitoba Program, in the form prescribed by Manitoba, as approved by Manitoba, which shall include, among other information, information about the Company/Service Provider's organization, a description of the Project activities, anticipated outcomes and a Budget;
- (n) "Start Date" means the first date of the period during which Manitoba may make payments of the financial contribution to the Company/Service Provider under this Agreement, as specified in Schedule "A"; and

(o) "Term of this Agreement" means the period described in section 3.1.

- 16.2 Those sections containing obligations which, by their very nature, are intended to survive the termination or expiration of this Agreement shall survive, including (without limitation), sections 10.0, 11.0, 12.0, 13.0 and 14.0.
- 16.3 This document and the attached Schedules and the documents not attached but referenced as forming part of this Agreement contain the entire agreement between the parties. There are no undertakings, representations, or promises, express or implied, other than those contained in this Agreement.
- 16.4 The Company/Service Provider is responsible for any deductions and remittances which may be required by law, including (without limitation) all deductions and remittances required for Canada Pension Plan, employment insurance, workers' compensation, Manitoba Health and Post-Secondary Education Levy (payroll tax) and income tax. Manitoba shall not pay any amount in respect of penalties incurred by the Company/Service Provider in respect of such deductions or remittances.
- 16.5 The Company/Service Provider shall not assign this Agreement, or subcontract the performance of any of its obligations without sending written notice to, and obtaining the prior written approval from, Manitoba, which approval Manitoba may provide at its discretion. Any assignment of this Agreement or subcontracting of the performance of any obligations under this Agreement may be done only by written agreement between the Company/Service Provider and the assignee or subcontractor, which agreement shall also be subject to prior written approval from Manitoba.
- 16.6 No assignment or subcontracting approved by Manitoba shall operate to release the Company/Service Provider from its obligations under this Agreement, except to the extent they are properly performed by the Company/Service Provider's permitted assigns or subcontractors.
- 16.7 Nothing in this Agreement shall make or be construed to make the Company/Service Provider an agent of, or partner with, Manitoba, or authorizes the Company/Service Provider to contract for, or incur any obligation on behalf of, Manitoba.
- 16.8 Except as otherwise provided in this Agreement, no amendment or change to, or modification of, this Agreement shall be valid unless it is in writing and signed by both parties.
- 16.9 The time requirements in this Agreement are important and will be followed.
- 16.10 This Agreement shall be interpreted, performed and enforced in accordance with the laws of Manitoba.
- 16.11 This Agreement shall be binding upon the Company/Service Provider and its successors and any permitted assigns or subcontractors and supersedes all previous agreements between the parties.
- 16.12 If the Company/Service Provider is an unincorporated business, organization or entity, the individual(s) signing this Agreement on behalf of the Company/Service Provider shall be personally and severally liable for all undertakings, obligations, liabilities and costs of the Company/Service Provider under this Agreement.
- 16.13 If any provision of this Agreement is for any reason invalid, that provision shall be considered separate and severable from this Agreement, and the other provisions of this Agreement shall remain in force and continue to be binding upon the parties as though the invalid provision had never been included in this Agreement.
- 16.14 Services provided under this Agreement are not subject to the federal Goods and Services Tax (Registration Number R107863847). The Company/Service Provider represents and warrants that Goods and Services Tax has not been included or quoted in any fees, prices or estimates and shall not be included in any invoice provided, or claim for payment requested, under this Agreement.

This Agreement has been executed by the Minister of Manitoba Education and Training on behalf of the Government of Manitoba and by the Company/Service Provider (by its duly authorized representative(s)) on the dates noted below.

SIGNED IN THE PRESENCE OF:

**FOR THE GOVERNMENT OF MANITOBA**

**FOR THE APPLICANT**

\_\_\_\_\_  
MINISTER OF MANITOBA EDUCATION AND TRAINING  
or designate

\_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**SCHEDULE "A"  
PROJECT DETAILS**

This is Schedule "A" to the Agreement between the Government of Manitoba and [redacted] (the "Company/Service Provider"), dated [redacted].

Place Holder for Project Details

SIGNED IN THE PRESENCE OF:

**FOR THE GOVERNMENT OF MANITOBA**

**FOR THE APPLICANT**

\_\_\_\_\_  
MINISTER OF MANITOBA EDUCATION AND  
TRAINING  
or designate

\_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**SCHEDULE "B"  
ELIGIBLE COSTS**

This is Schedule "B" to the Agreement between the Government of Manitoba and [redacted] (the "Company/Service Provider"), dated [redacted].

**1.0 Eligible Costs**

To qualify as an Eligible Cost, a cost must fit within the description of Eligible Costs set out below, must be incurred by the Company/Service Provider during the Term of this Agreement for the purpose of delivery of the Project under this Agreement, and it must be set out in the Budget portion of the Proposal for the Project provided by the Company/Service Provider to Manitoba, as approved by Manitoba.

Place Holder for Eligible Costs  
(Project Budget)

SIGNED IN THE PRESENCE OF:

**FOR THE GOVERNMENT OF MANITOBA**

**FOR THE APPLICANT**

\_\_\_\_\_  
MINISTER OF MANITOBA EDUCATION AND TRAINING  
or designate

\_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**SCHEDULE "C"**  
**ADDITIONAL TERMS AND CONDITIONS**

This is Schedule "C" to the Agreement between the Government of Manitoba and [REDACTED] (the "Company/Service Provider"), dated [REDACTED].

The Company/Service Provider shall deliver the Project in accordance with the terms and conditions of the Agreement, including the following additional terms and conditions:

**1.0 OWNERSHIP OF WORK [NOTE - FOR USE where Manitoba to own the work]**

- 1.1. All Work described in section 7.1 of the Agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent and trade mark rights), shall be the exclusive property of Manitoba, and shall be delivered without cost to Manitoba upon request.
- 1.2. The Company/Service Provider hereby waives all of the Company/Service Provider's moral rights under the *Copyright Act* (Canada) in the Work in favour of Manitoba, and shall execute any additional documents in a form satisfactory to Manitoba, which may be required to evidence this waiver. The Company/Service Provider further agrees to obtain from each of its officers, employees or agents written waivers in a form satisfactory to Manitoba of all of their moral rights in the Work in favour of Manitoba.
- 1.3. While this Agreement is in effect and at all times thereafter, the Company/Service Provider and any officers, employees or agents of the Company/Service Provider, shall not use, publish or disclose the Work or any part of the Work, without first obtaining written permission from Manitoba.

**1.0 OWNERSHIP OF WORK [\*NOTE - FOR USE where Company/Service Provider to own the work]**

- 1.1. All Work described in section 7.1 of the Agreement, and all intellectual property rights therein (including, without limitation, all copyright, patent and trade mark rights), shall be the exclusive property of Company/Service Provider.

**2.0 OBLIGATIONS RELATING TO PARTICIPANTS**

**General**

- 2.1 In this Schedule, "Participant" means a person selected to participate in the Project.
- 2.2 The Company/Service Provider shall:
  - (a) make reasonable efforts to resolve any issues that may arise between the Company/Service Provider's staff and any Participant;
  - (b) if requested by Manitoba, establish recruitment methods for Participants and submit them to Manitoba for approval prior to implementation;
  - (c) select Participants for the Project on the basis of the eligibility criteria for the Manitoba Program as set out Schedule "A".
  - (d) maintain attendance records for each Participant;
  - (e) carry out any other duties required by Manitoba for the effective delivery of the Project.

**Nepotism**

- 2.3 Subject to sections 1.4 and 1.5 of this Schedule, the Company/Service Provider shall ensure that during the Term of this Agreement neither the Company/Service Provider nor any employee, officer or agent of the Company/Service Provider selects as a Participant any individual who is:
  - (a) a member of the board of directors or Council of the Company/Service Provider;
  - (b) an immediate family member of a member of the board of directors or Council of the Company/Service Provider; or
  - (c) an immediate family member of an employee, officer or agent of the Company/Service Provider.
- 2.4 Where the Company/Service Provider wishes to select as a Participant in the Project, an individual who is an immediate family member of a member of the board of directors or Council or of an employee, officer or agent of the Company/Service Provider, the Company/Service Provider must obtain prior written approval of Manitoba to the selection. For clarity, in seeking such approval from Manitoba, the Company/Service Provider shall not provide any identifying personal information about the proposed Participant to Manitoba.

- 2.5 Manitoba may approve the selection as a Participant in the Project of an individual who is an immediate family member of a member of the board of directors or Council or of an employee, officer or agent of the Company/Service Provider, where Manitoba is satisfied that:
- (a) the selection is not a result of any preference by reason of the individual being an immediate family member of a member of the board of directors or Council or of an employee, officer or agent of the Company/Service Provider;
  - (b) there are sufficient positions available under the Project to accommodate all persons who
    - (i) meet the eligibility requirements for Participants; and
    - (ii) have applied to the Company/Service Provider for selection as a Participant of the Project or have been referred to the Company/Service Provider by Manitoba as an eligible candidate for selection as a Participant;
  - (c) where one of the criteria for selection is that persons most in need of training are to be selected, the immediate family member has demonstrated a greater need for training to improve his or her employment opportunities than any other eligible candidate;
  - (d) the employee, officer or agent to whom the immediate family member is related is not involved in the decision-making process for selecting Participants and is not in a position to influence the decision or, if he or she is involved in the process or is in a position to influence the decision, he or she:
    - (i) absents himself or herself from any discussions, deliberations or voting in respect of the matter, and
    - (ii) does not directly or indirectly attempt to influence the decision on the matter.
- 2.6 For the purposes of this section 1.0, "immediate family member" means 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, or any relative with whom the individual permanently resides.
- 2.7 If the Company/Service Provider selects as a Participant a member of the board of directors or Council or an immediate family member, in contravention of the above-mentioned terms and conditions, no costs incurred by the Company/Service Provider in relation to the member or immediate family member will be eligible for reimbursement and any advance of financial contribution in respect of such ineligible costs shall be a debt due to Manitoba and shall be repaid immediately to Manitoba upon receipt of notice of the debt.

### **Personal Information**

- 2.8 While this Agreement is in effect and at all times thereafter, if, in providing the services under the Agreement the Company/Service Provider collects any personal information of Participants, the Company/Service Provider shall take all steps as are reasonably necessary to protect the privacy of Participants, including all steps necessary to comply with obligations respecting personal information imposed on the Company/Service Provider under the *Personal Information Protection and Electronic Documents Act* (Canada), S.C. 2000, c. 5 as amended from time to time.
- 2.9 The parties acknowledge that the Company/Service Provider shall not provide any personal information relating to Participants to Manitoba under this Agreement.

### **3.0 WORK EXPERIENCE**

- 3.1 Where the Company/Service Provider intends as part of its delivery of the Project to arrange for a person or organization to provide a paid, unpaid or volunteer work experience placement for a Participant, the Company/Service Provider shall:
- (a) arrange the placement for the Participant and agree not to penalize the Participant if a suitable placement cannot be arranged during the period allotted for the placement;
  - (b) ensure that the Participant is capable of doing the job, and understands the work he or she is to perform, his or her right to ask questions about the assigned work and to refuse work that he or she believes is unsafe, that he or she must receive appropriate training for all tasks, and that he or she must follow the workplace safe work procedures at each job site and for each job task;
  - (c) where the Company/Service Provider employees are unionized, ensure that union concurrence is obtained for the placement;
  - (d) demonstrate the value of the placement in relation to Manitoba Program objectives and outcomes for the Participant;

- (e) demonstrate that a certified trainer or professionally designated mentor is at the workplace and regularly supervises the work of the Participant and is available to provide on-site training;
- (f) monitor the Participant's work experience placement to ensure that the work experience placement employer has provided the Participant with sufficient training in safe work procedures including an initial safety and health orientation so that the Participant can identify common hazards at the workplace prior to attending there, a workplace orientation and job specific training, and to ensure the Participant complies with the safe work procedures of the workplace;
- (g) monitor the Participant's work experience placement and progress with the placement to ensure that work undertaken by the Participant is relevant to Manitoba Program; and
- (h) where a Participant does not achieve the outcomes anticipated by the Company/Service Provider by the expiry or earlier termination of this Agreement, create a follow-up plan for that Participant

3.2 Prior to the commencement of the work experience placement, the Company/Service Provider shall provide a proposed form of agreement to be entered into between the Company/Service Provider and the person or organization that will provide the work experience placement for the Participant to Manitoba for approval, and shall enter into the agreement with the person or organization that will provide the work experience placement for the Participant. For clarity, the document to be provided to Manitoba for approval shall be the proposed form of agreement without any personal information about Participants rather than a final form of agreement containing personal information about a Participant. The form of agreement shall include the following provisions:

- (a) identification of the parties, that is, the Company/Service Provider and person or organization providing work experience placement to Participant, including their names, addresses, contact names and phone numbers;
- (b) name of Participant;
- (c) Start Date and End Date, and hours per day and per week of work experience of Participant;
- (d) name and position of person who will supervise and monitor the Participant during his or her work experience placement and details, including timeframe, of the supervision and monitoring that will be provided;
- (e) description of duties, activities and skills to be learned during work experience;
- (f) name and position of person who will provide training and coaching to the Participant during his or her work experience placement and details, including timeframe, of the training and coaching that will be provided;
- (g) the Project activities are being funded by the Government of Manitoba and Government of Canada through Manitoba Education and Training;
- (h) the person or organization that will provide a work experience placement for a Participant shall ensure that all Participants have workers' compensation coverage under *The Workers' Compensation Act* of Manitoba or comparable third party injury and disability insurance coverage prior to the commencement of any Project activities, and that such coverage is maintained at all times during the term of the agreement, and shall provide evidence to the Company/Service Provider that the required coverage is in place prior to the commencement of the Project activities;
- (i) the person or organization that will provide a work experience placement for a Participant shall immediately inform the Company/Service Provider of any injury to the Participant;
- (j) the person or organization that will provide a work experience placement for a Participant shall ensure that the work experience placement does not result in the lay-off, reduction in hours, or dismissal of a current employee;
- (k) where the employees of the person or organization that will provide a work experience placement for a Participant are unionized, the person or organization shall obtain union concurrence for the placement;
- (l) the person or organization that will provide a work experience placement for a Participant shall comply with all applicable federal, provincial and municipal laws and regulatory requirements, including (without limitation) all federal and Manitoba labour, employment, employment standards, workplace safety and health, and human rights legislation;
- (m) develop and implement safe work procedures for his or her workplace, train workers in those safe work procedures, and ensure workers comply with those safe work procedures;
- (n) provide the Participant with a workplace orientation, including an orientation on the location of emergency exits, first aid kits, eye wash equipment, a review of emergency fire and evacuation plans, and a review of workplace rules;

- (o) provide the Participant with task specific training, including safe work procedures, and job hazard information;
- (p) provide the Participant with competent supervision;
- (q) ensure the Participant understands the work he or she is assigned to perform as well as the work he or she is not to perform;
- (r) ensure the Participant is aware of his or her responsibility to follow the workplace safety and health rules and safe work procedures at the job site and for each job task;
- (s) ensure the Participant does not operate powered lift equipment (forklifts and powerjacks) unless the Participant is trained on the equipment, hazards and safe operating procedures for that workplace, and is certified by the workplace;
- (t) report to the Company/Service Provider, upon request, on the training provided to the Participant in safe work procedures of the workplace and compliance by the Participant with those safe work procedures; and
- (u) the person or organization that will provide a work experience placement shall enter into a letter of understanding with each Participant covering issues such as:
  - (i) the provision of a safe and supervised environment for the Participant that meets Manitoba's expectations for the Company/Service Provider's monitoring of the placement;
  - (ii) attendance expectations and procedures related to missed time;
  - (iii) provisions for monitoring and site visits by the Company/Service Provider or Manitoba;
  - (iv) non-displacement of regular workers;
  - (v) insurance coverage; and
  - (vi) protection of the Participant's personal information in accordance with the same requirements required of the Company/Service Provider set out in this Schedule.

#### **4.0 SUB-CONTRACTORS**

- 4.1 Where the Company/Service Provider considers the use of a sub-contractor to be necessary for the Project to be successful, the Company/Service Provider must state this in its Proposal together with a description of the services to be provided by the sub-contractor.
- 4.2 Subject to the terms and conditions of the Agreement, the Company/Service Provider's sub-contractor fees for services that are directly related to the Project under this Agreement are Eligible Costs in respect of which Manitoba will provide an advance or reimbursement to the Company/Service Provider.
- 4.3 The Company/Service Provider shall enter into an agreement with the sub-contractor which is consistent with the terms and conditions of this Agreement, in respect of the services to be provided by the sub-contractor and which clearly defines the expectations, roles and responsibilities, and accountability of both the Company/Service Provider and the sub-contractor. At Manitoba's request, the Company/Service Provider shall provide Manitoba with a copy of the proposed agreement for approval prior to signing.
- 4.4 While services directly provided under the Agreement by the Company/Service Provider are not subject to the federal Goods and Services Tax (GST), GST charged for services delivered under the agreement by a third party sub-contractor to the Company/Service Provider are payable by Manitoba. Manitoba will reimburse the Company Service Provider for the GST that a sub-contractor charges the Company/Service Provider on the services it provides.
- 4.5 Except as otherwise provided in this section, prior to the signing of the Agreement, where the value of the services to be sub-contracted is more than twenty-five thousand dollars (\$25,000.00), the Company/Service Provider must obtain three (3) separate quotes from three (3) independent organizations. The quotes should include a detailed description of the services to be provided as well as a detailed cost breakdown including the cost per hour for comparison purposes. The Company/Service Provider's Proposal must set out the rationale for choosing a particular sub-contractor. Where the Company/Service Provider is not able to obtain three (3) separate quotes, the Company/Service Provider must set out the reasons for this in its Proposal.
- 4.6 Where the Company/Service Provider has an established roster of sub-contractors from which it regularly draws to provide services, the Company/Service Provider may use this roster provided that the roster was established using an open bidding process, an evaluation process by which sub-contractors remain on the roster, and an annual update to allow other sub-contractors to join the roster. Where the Company/Service Provider wishes to use an established roster of sub-contractors, the Company/Service Provider must attest to the requirements set out above for such use in its Proposal.

4.7 Where a sub-contractor is the only provider of the required service(s), the Company/Service Provider may enter into a sole-source contract with that sub-contractor.

## 5.0 **CAPITAL ASSETS**

5.1 Where the Company/Service Provider considers the purchase of Capital Assets to be necessary for the successful implementation of the Project, the Company/Service Provider must state this in its Proposal which shall include a Capital Asset purchase plan, which itself shall include the following information:

- (a) a rationale for the purchase of the Capital Assets;
- (b) a capital budget; and
- (c) a Capital Asset disposition plan.

5.2 In this section, "Capital Asset" means tangible and enduring property including land, buildings, equipment and fixtures held for use rather than sale that is within the definition of capital asset in the Financial Administration Manual of Manitoba Finance.

5.3 The Company/Service Provider shall establish a Capital Asset management system that:

- (a) maintains proper and accurate records of Capital Assets purchased using government funds including description and condition;
- (b) includes a physical count of Capital Asset inventory as at March 31<sup>st</sup> of each Fiscal Year and updates the condition report of the Capital Assets;
- (c) records any write-off and provides a rationale for doing so;
- (d) provides timely and meaningful reports for review by Manitoba;
- (e) ensures that all Capital Asset transactions are recorded in accordance with acceptable accounting practices;
- (f) values Capital Assets accurately;
- (g) properly amortizes the value of Capital Assets over their useful life; and
- (h) properly recognizes gains and losses on disposition of Capital Assets.

5.4 Prior to the purchase of any Capital Assets using government funds, the Company/Service Provider must:

- (a) obtain permission from Manitoba for the purchase of the Capital Assets; and
- (b) obtain, where applicable, two (2) quotes to ensure that purchase price is reasonable and competitive in the market.

5.5 Upon the purchase of any Capital Assets using government funds, the Company/Service Provider will ensure that all Capital Assets purchased are:

- (a) properly recorded and entered into the inventory accounting records of the Company/Service Provider;
- (b) safeguarded and protected from all hazards; and
- (c) insured against all hazards.

5.6 Should there be a variance in inventory of Capital Assets purchased with government funds, the Company/Service Provider shall:

- (a) complete the Report on Write-Off/Write-In of Inventory Items and submit it to Manitoba;
- (b) report any loss over \$500 due to fraud or theft to the police and notify Manitoba immediately; and
- (c) take appropriate actions to prevent recurrence.

SIGNED IN THE PRESENCE OF:

**FOR THE GOVERNMENT OF MANITOBA**

**FOR THE APPLICANT**

\_\_\_\_\_  
MINISTER OF MANITOBA EDUCATION AND  
TRAINING

\_\_\_\_\_



or designate

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_