December 11, 2019

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 [Our File #: AESL/085/2019]

On November 14, 2019 the Department of Advanced Education, Skills and Labour received your request for access to the following records/information:

“Any information regarding the funding for the Association of New Canadians opening an office in Corner Brook. I am also seeking any proposals submitted to AESL to support such funding if they exist. Time period: 2017 to present.”

I am pleased to inform you that your request for access to this information has been granted in part. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exceptions to disclosure, as specified in the Access to Information and Protection of Privacy Act, 2015 (the act):

Section 40. (1) The head of a public body shall refuse to disclose personal information to an applicant where the disclosure would be an unreasonable invasion of a third party’s personal privacy.

As required by subsection 8.(2) of the act, we have severed information that is excepted from disclosure and have provided you with as much information as possible.

Section 42 of the act provides that you may ask the Information and Privacy Commissioner to review this partial refusal of access or you may appeal the refusal to the Supreme Court Trial Division. A request to the Information and Privacy Commissioner shall be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The address and contact information of the Information and Privacy Commissioner is as follows:

Office of the Information and Privacy Commissioner
2 Canada Drive
P. O. Box 13004, Stn. A
St. John’s, NL. A1B 3V8

Telephone: (709) 729-6309
Facsimile: (709) 729-6500
In the event you wish to appeal to the Supreme Court, you must do so within 15 business days of the date of this letter. Section 52 of the act sets out the process to be followed when filing such an appeal.

Please be advised that responsive records will be published following a 72 hour period after the response is sent electronically to you or five days in the case where records are mailed to you. It is the goal to have the responsive records posted to the Office of Public Engagement’s website within one day following the applicable period of time. Please note that requests for personal information will not be posted online.

If you have any further questions, please feel free to contact the undersigned at (709) 729-4276 or SharonSeaward@gov.nl.ca.

Sincerely,

SHARON SEAWARD
ATIPP Coordinator

Attachment
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
AGREEMENT

THIS AGREEMENT made at St. John’s, in the Province of Newfoundland and Labrador, on this 10 day of November, 2017.

BETWEEN: 
Her Majesty as represented by the Minister of Advanced Education, Skills and Labour
(“the Client”)

AND: 
The Association for New Canadians
(“the Service Provider”)

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants expressed, and as amended, the Parties agree as follows:

I. Definitions
In addition to the terms defined in the General Terms and Conditions attached as Schedule “B”, the following words and phrases shall have the following meanings:

a. “Contract Documents” shall mean and include:
   i. This head agreement (the “Head Agreement”);
   ii. The Scope of Work attached as Schedule “A”;
   iii. The General Terms and Conditions attached as Schedule “B”; and
   iv. Protocols for Security of Client Information on Information Technology assets of Contractors attached as Schedule “C”.

b. “Representatives” means directors, officers, employees, consultants, sub-consultants, agents, advisors or partners.

II. The Service Provider’s Work
The Service Provider shall do all things necessary to fulfill all of the obligations set out in the Contract Documents (the “Work”). The Work shall be performed by the Service Provider to the satisfaction of the Client.
III. Payment

1.1 Consideration
Subject to Article 1.3, upon presentation of itemized and substantiated invoices satisfactory to the Client, the Client shall pay to the Service Provider, for the satisfactory performance of the Work, time rate schedule for activities actually expended in performance of the Work (plus HST):

(i) the following amount not to exceed $76,638.

1.2 Reimbursement of Expenses
The Client is not responsible for reimbursement of any additional expenses incurred in relation to the Work.

1.3 Payment General

(a) Payment will be made within 60 calendar days of receipt of a properly documented invoice according to the payment schedule below:

   (i) 90 per cent ($68,974.20) to be advanced upon signature of the contract with provision of an invoice.

   (ii) Remaining 10 per cent ($7,663.80) to be paid upon completion of the work with submission of final invoice.

(b) All invoices shall clearly show the amount of HST billed by the Service Provider as a separate item.

(c) The Service Provider shall conform to any request that may be made by the Client to alter the form of invoice customarily used by the Service Provider as may be reasonably required for the purposes of the Client's internal accounting systems. The Service Provider agrees that each invoice shall clearly show and identify the work or service which is being charged under that invoice to the Client. The invoice shall have appended thereto any documentation required by the Client.

(d) The Client shall not be responsible to pay any amounts invoiced by the Service Provider which may arise from work, services or expenses incurred to remedy errors or omissions in the Work for which the Service Provider is responsible.

(e) The Consultant shall submit invoices to:

   Departmental Coordinator
   Office of Immigration and Multiculturalism
   Department of Advanced Education, Skills and Labour
   P.O. Box 8700, St. John's, NL A1B 4J6

IV. Notices

All notices, claims, payments, reports and other communications required under this Agreement shall be in writing. The addresses for service are as follows:
For the Client:
Sheldon O'Neill

For the Service Provider:
Megan Morris

Notices, requests or documents shall be deemed to have been received by the addressee as follows:

(a) As of the date on which they are delivered where delivery is by a party or by messenger or special courier service;

(b) As of the date on which they are sent where delivery is by fax or other means of electronic communication; and

(c) Six (6) days after delivery to Canada Post Corporation where the postal service is used.

V. Entire Agreement
It is hereby agreed that the Contract Documents constitute the entire agreement between the parties (the "Agreement"). There are no understandings, representations or warranties of any kind except as expressly set forth herein. No changes, alterations or modifications or amendments of this Agreement shall be effective unless made in writing and signed by those persons designated for such purpose. This Agreement may be amended or otherwise modified by e-mail.

VI. Representations and Warranties
The Service Provider hereby represents and warrants that every fact stated or represented by the Service Provider or its Representatives to the Client in connection with any proposal made by the Service Provider in respect of the Work is true and agrees that the Client shall be conclusively deemed to have relied on each such representation or statement in entering into this Agreement.

VII. Conflict Between Provisions
In the event of any conflict or inconsistency between provisions in the Contract Documents, the Contract Documents shall have precedence as follows: first the Head Agreement, second the General Terms and Conditions, third the Protocols for Security of Information on Information Technology assets of Contractors, fourth the Scope of Work, and last, any documents incorporated by reference in any of the foregoing.

VIII. Start and Completion Date
The Service Provider shall commence activities in relation to the Work with the start date mutually agreed upon as follows:

Start Date: November 1, 2017
IX. **Effective Date**

The effective date of this Agreement shall be the earlier of the start date referred to in Clause VIII or the date on the first page of this Head Agreement.

X. **Paragraph Numbering**

In the event that the General Terms and Conditions are modified by the Special Terms and Conditions, the numbering references in the General Terms and Conditions shall remain unchanged.

XI. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which will be considered an original of this Agreement, and which together will constitute one and the same instrument. No Party will be bound to this Agreement unless and until all Parties have executed a counterpart. A facsimile signature or an otherwise electronically reproduced signature of either Party shall be deemed to be an original.

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**THE CLIENT**

Authorized Signature: [Signature]

Date: Nov 10, 2017

**THE SERVICE PROVIDER**

Date: 20 November 2017

20 - 11 - 2017

Witness: [Signature]
SCHEDULE “A”
SCOPE OF WORK

The Service Provider shall complete the work and/or perform the following services:

- **The Way Forward on Immigration in Newfoundland and Labrador** provides Government’s direction on immigrant attraction and retention in the province. As part of Government commitments to enhance immigrant attraction and retention, the Service Provider will assist with the initial stages of implementing the following actions:
  - Provide Support to Third Parties to Deliver Settlement Services and Supports to Newcomers
  - Implement the Atlantic Immigration Pilot
  - Partner with Service Providers to Expand Access to English as a Second Language (ESL) for Immigrants

- In supporting the implementation of the action, the Service Provider will establish Satellite Offices in Western Newfoundland, in Central Newfoundland, and in Labrador to expand settlement services and language training outside of the St. John’s Census Metropolitan Area. The Service Provider will assist deliver on-site settlement services in three expansion areas, as well as language training in Western Newfoundland. The Service Provider will also assess the program needs in Labrador and in Central Newfoundland. Funding support for this project will also expand assistance to employees and employers who chose to apply to the Atlantic Immigration Pilot Program.

- The Service Provider will also maintain regular contact with designated employers, including collecting quarterly, biannual (twice yearly), and annual updates regarding employers’ experiences with endorsed candidates, such as retention information. The Service Provider will provide the Client with regular reports on a quarterly, biannual, and annual basis.

- As part of the agreement, and through workshops tailored to the relevant regions, the Service Provider will equip local community organizations with the skills and training to understand newcomer needs, and their role in supporting settlement and integration.

- The final report will include, but not be limited to:
  - A detailed financial report of the project;
  - The number of permanent and temporary residents utilizing settlement supports;
  - The number of permanent and temporary residents utilizing on-site, outreach tutor, or distance language supports;
  - The number of employers seeking designation application support;
  - The number of AIP-endorsed employees who become Permanent Residents;
  - The number of inquiries from employers and employees under the AIP;
  - The number of meetings with AIP-designated employers;
  - The number of ANC-produced information kits provided to AIP-designated employers;
- A copy of the information kit provided to AIP-designated employers;
- The number of needs assessments conducted and assessments/settlement plans completed;
- The number of orientations/information sessions delivered, and copies of information disseminated;
- A summary of the type and number of meetings with community groups, post-secondary institutions, and municipalities;
- A summary and number of multiculturalism events attended by AIP/Settlement Officers in satellite office communities;
- The number of media inquiries/stories on immigration and/or multiculturalism in various regions of the province;
- The number of media inquiries/stories on the satellite office; and
- Electronic copies of multimedia material (including, but not limited to photos and videos), showcasing public and community engagement activities – individuals featured in media must have provided prior written consent, agreeing to the possibility of public distribution of the multimedia material, including in social media channels.
SCHEDULE “B”
GENERAL TERMS AND CONDITIONS

Article 1 - Information Supplied by the Client
Article 2 - Confidentiality, Materials and Copyright
Article 3 - Employees of the Consultant
Article 4 - Access to Facilities
Article 5 - Records and Audit
Article 6 - Termination
Article 7 - Liability
Article 8 - Compliance with Law
Article 9 - Arbitration
Article 10 - Laws Governing
Article 11 - Use of Work
Article 12 - Conflict of Interest
Article 13 - Subcontractors
Article 14 - General
GENERAL TERMS AND CONDITIONS

Article - 1. INFORMATION SUPPLIED BY THE CLIENT

1.1 The Client will furnish to the Service Provider all available information necessary for the performance of the Work. The Client makes no guarantee either expressed or implied as to the accuracy of the information supplied. The Service Provider shall review the information for accuracy and applicability.

1.2 Where discrepancies, omissions or obscurities in the information are evident, the Service Provider shall bring them to the attention of the Client and secure written instructions from the Client before proceeding with any work.

Article - 2. CONFIDENTIALITY, MATERIALS AND COPYRIGHT

1.3 For the purposes of this Article “Confidential Information” means:

(a) all communications and instructions from the Client respecting the Services, including the fact of this Agreement;

(b) all information acquired by the Service Provider, its employees, servants and/or agents respecting policy consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of the Client;

(c) all oral, written, electronic, and machine readable information and data and any accompanying supporting materials and documentation, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning the affairs of the Client, disclosed directly or indirectly to the Service Provider, its employees, servants and/or agents during the performance of the Services or in any way related thereto;

(d) all personal information, as under the Access to Information and Protection of Privacy Act, 2015, to mean recorded information about an identifiable individual, including

(i) the individual’s name, address or telephone number,

(ii) the individual’s race, national or ethnic origin, colour, or religious or political beliefs or associations,

(iii) the individual’s age, sex, sexual orientation, marital status or family status,
(iv) an identifying number, symbol or other particular assigned to the individual,

(v) the individual’s fingerprints, blood type or inheritable characteristics,

(vi) information about the individual’s health care status or history, including a physical or mental disability,

(vii) information about the individual’s educational, financial, criminal or employment status or history,

(viii) the opinions of a person about the individual, and

(ix) the individual’s personal views or opinions, except where they are about someone else;

for any individual, which is, directly or indirectly, disclosed to or collected by the Service Provider, its employees, servants and/or agents during the performance of the Services or in any way related thereto;

(e) all information that is developed based upon Confidential Information including the work product of the Service Provider, its employees, servants and/or agents; and

(f) Confidential Information shall not include any information which:

(i) at the time such information was provided to the Service Provider was or thereafter became part of the public domain through no act or omission of the Service Provider or its Representatives; or

(ii) is information which the Service Provider can show possession of prior to the date of this Agreement and which was received or developed by the Service Provider free of obligations of confidentiality to the Client.

1.4 The Service Provider shall treat all Confidential Information acquired by the Service Provider in the performance of the Services as privileged and confidential and shall not divulge the same to any person or persons at any time without the express written approval of the Client, unless required to do so by law, which may include any subpoena or other similar process or in connection with litigation, arbitration or other proceeding or by virtue of an act or regulations. In the event that such disclosure is required, the Service Provider shall give the Client prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit the Service Provider to provide such notice prior to disclosure, the Service Provider shall provide such notice to the Client immediately after the required disclosure.

1.5 The Service Provider shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in the Scope of Work and this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
1.6 All materials, data, designs, plans, drawings, specifications, research, reports, notes, estimates, summaries, calculations, surveys, papers, completed work, and work in progress and such other information and materials or parts thereof as are compiled, drawn and produced by the Service Provider in performing the Services, including without limitation computer printouts and computer models and all copyrights thereto and all patents, trademarks and industrial designs arising therefrom are the sole and exclusive property of the Client and the contents thereof are privileged and confidential. Nothing in this Agreement shall give the Service Provider a right, however arising, to assert any lien, claim, demand, property right, remedy or security right of any kind over the information provided to the Service Provider pursuant to the terms of this Agreement. The Service Provider acknowledges that the Client’s right to this information shall at all times be paramount to any rights of the Service Provider, at law or in equity, and that the Service Provider’s remedies against the Client for the Client’s breaches under this Agreement do not include the right to deprive the Client of access to the Client’s information in the Service Provider’s possession.

1.7 The Service Provider shall provide to the Client and solely to the Client upon completion of the Services or upon earlier termination of this Agreement all Confidential Information acquired during the performance of the Services, or shall, at the request of the Client, destroy any and all copies and versions of the Confidential Information in the possession of the Consultant, his/her employees, servants and/or agents, and shall certify the destruction of same to the Client.

1.8 The Service Provider acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Service Provider, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Service Provider’s operation. The Service Provider is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Service Provider, its, his/her employees, servants and/or agents.

1.9 The Service Provider shall ensure that it, his/her employees, servants and/or agents have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all Confidential Information, including but not restricted to the following:

(a) at a minimum, using the same level of physical and electronic security as the Service Provider employs to avoid disclosure or dissemination of the Service Provider’s own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, servants or agents other than those who are required to have access to properly perform the Services under this Agreement;
(b) establish and maintain security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;

(c) ensure all employees, servants and/or agents of the Service Provider comply with all policies, standards and safeguards established under this Article;

(d) advise the Client of any changes in its, his/her security systems, procedures, standards and practices that may affect the Confidential Information and seek the Client’s consent prior to such changes; and

(e) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule “C”, unless otherwise advised by the Client, and this includes:

(i) complying with all alterations or updates of Schedule “C” as may be provided to the Service Provider from time to time; and

(ii) adhering to any additional instructions (including oral instructions) from the Client as they relate to the subject matter contained in Schedule “C” and this Article.

1.10 The Service Provider shall only disclose confidential information to persons other than its employees, servants and/or agents with the prior written consent of the Client, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article including the requirements set out in Schedule “C”.

1.11 The Service Provider shall:

(a) notify the Client promptly of any unauthorized possession, use or knowledge, or attempt thereof, of the Client’s information in the possession of the Service Provider, including but not limited to data processing files, transmission messages or other confidential information by any person or entity which may become known to the Service Provider;

(b) promptly furnish to the Client full details of the unauthorized possession, use or knowledge, or attempt thereof, and assist the Client in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of confidential information;

(c) use reasonable efforts to cooperate with the Client in any litigation and investigation against third parties deemed necessary by the Client to protect its proprietary rights;
(d) promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of confidential information; and

(e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the website at: http://www.atipp.gov.nl.ca/info/Privacy-Breach-Protocol.pdf

Article - 2. EMPLOYEES OF THE SERVICE PROVIDER

2.1 The Service Provider shall provide employees who are competent in their field of specialization. The Client will have the right to have the Service Provider remove from the Work any person, who by misconduct or by failure to properly perform his/her duties is considered by the Client to be unfit for employment on the Work. If the Service Provider fails to remove any unfit person from the Work as requested by the Client, then the Client may void this Agreement or refuse to accept subsequent Work in which the person was involved and may refuse to approve payment for such Work.

2.2 The Service Provider shall not alter, remove or replace the employees or Representatives indicated in the Scope of Work without prior written approval by the Client.

Article - 3. ACCESS TO FACILITIES

3.1 The Client agrees to provide, where it is deemed by the Client, in its absolute and sole discretion, to be necessary for the reasonable performance of the Work, working space and equipment access for the Service Provider to perform the Work during Client office hours.

3.2 When using or accessing the premises of the Client, the Service Provider and all officers, employees and agents of the Service Provider shall comply with all security regulations and workplace policies and procedures in effect from time to time at the Client's facilities.

Article - 4. RECORDS AND AUDIT

4.1 The Consultant shall keep records, books of account and supporting documents in accordance with accepted accounting procedures and practices. The records shall be made available to the Client or its authorized representative for observation or audit at mutually convenient times and up to one year after discharge of this Agreement.

4.2 The Service Provider shall furnish reports as required by the Client for the purpose of monitoring the progress of the Work.
Article - 5. TERMINATION

5.1 Either of the Parties may at any time by way of thirty (30) days written notice to the other, terminate this Agreement.

5.2 Where this Agreement is terminated under this Article, the Service Provider shall thereupon be entitled to payment in accordance with this Agreement in respect of that part of the Work completed up to the date of termination, provided however, that the Service Provider shall not be entitled to any other payment in respect of such termination, including, without prejudice to the generality of the foregoing, any payment for any consequential loss or damage or loss of profits arising from termination of this Agreement or in any other way related thereto.

The Client shall retain the right of set off with respect to any earned but unpaid proceeds then owing pursuant to this Agreement.

Article - 6. LIABILITY

6.1 The Service Provider agrees that in performance of the Work neither the Service Provider nor any Service Provider's Representative shall be or be deemed to be an officer, servant, agent or partner of the Client.

6.2 The Client shall not be liable for, and the Service Provider shall indemnify and save harmless the Client and the Client's Representatives against all losses, costs, charges, or expenses incurred by the Client and its agents as a result of actions, claims or awards for compensation at law, equity or under any applicable legislation, made or brought by, against, suffered by or imposed upon the Client, or its Representatives by a third party, as a result of or related to the performance of this Agreement by the Service Provider or the Service Provider's Representatives.

6.3 The Service Provider shall defend any and all such actions and pay all legal charges, costs and other expenses arising therefrom. Notwithstanding the foregoing, the Client may at its own discretion retain its own solicitors to defend its interests in any such suit or claim, and the legal costs of that defense shall be paid by the Service Provider.

Article - 7. COMPLIANCE WITH LAW

7.1 In respect of any work within the Province of Newfoundland and Labrador connected with or arising from this Agreement, the Service Provider shall provide (where requested by the Client) evidence of compliance with all requirements of the Province of Newfoundland and Labrador with respect to Worker's Compensation and or Occupational Health and Safety, including without limitation, any payments or compliance orders due or issued thereunder.
7.2 The Service Provider shall ensure that the Service Provider and its Representatives comply with all requirements of any governing federal, provincial or municipal legislation, by-laws or regulations applicable to the Service Provider or the Service Provider’s Representatives in the performance of the Work.

Article - 8. ARBITRATION

8.1 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, the parties shall first attempt to resolve all matters through friendly negotiation by a meeting between their representatives upon notice per Article 8. A resolution reached in this way must be reached within 10 days of both parties having knowledge and notice of the dispute and be reduced to writing.

8.2 In the case of a dispute arising between the Client and the Service Provider as to their respective rights and obligations under this Agreement, (that has not been resolved pursuant to Article 11.1), either party may give the other notice of such dispute and to request arbitration thereof. If both parties agree, the parties shall, with respect to the particular matters then in dispute, submit the same to arbitration in accordance with the provisions of the Arbitration Act, RSNL1990 cA-14, including such provisions for the appointment of arbitrators.

Article - 9. LAWS GOVERNING

9.1 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Newfoundland and Labrador and all actions, suits or proceedings arising out of this Agreement shall be determined in a court of competent jurisdiction in Newfoundland and Labrador subject to any right of appeal.

Article - 10. USE OF WORK

10.1 The Client shall have the right to use the Work or variations thereof in other operations of the Client.

Article - 11. CONFLICT OF INTEREST

11.1 No member of the House of Assembly of the Province of Newfoundland and Labrador shall be admitted to any part or share of the payments made pursuant to this Agreement or to any benefits arising therefrom.

11.2 The Service Provider and the Service Provider's Representatives:

(a) shall conduct all duties related to this Agreement with impartiality;
shall not influence, seek to influence, or otherwise take part in a decision of the Client, knowing that the decision might further their private interests;

(c) shall not accept any commission, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of any duties related to this Agreement, that causes, or would appear to cause, a conflict of interest; and

(d) shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of any duties related to this Agreement.

Article - 12. SUBCONTRACTORS

12.1 The Service Provider shall not subcontract all or a portion of the Work without the prior written approval of the Client.

12.2 The entry into any subcontract shall not relieve the Consultant of any of its obligations under the terms of this Agreement.

Article - 13. GENERAL

(a) Articles 2 and 7 of this Agreement shall survive the termination or expiration of this Agreement.

(b) Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the parties hereto which they could not reasonably have foreseen and guarded against.

(c) Time shall be of the essence of this Agreement.

(d) The failure of the Client to insist upon or enforce in any instance strict performance by the Service Provider of any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or a relinquishment to any extent of the Client's right to assert or rely upon any such terms or rights on any future occasion.

(e) If any provision of this Agreement is determined to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall attach only to such provision, and all other provisions hereof shall continue in full force and effect.

(f) The division of this Agreement into Articles and Clauses and the insertion of headings are for the convenience of reference only and shall not affect the construction or interpretation of this Agreement.

(g) This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their respective heirs, legal representatives, successors and assigns.
SCHEDULE C

Protocols for Security of Client Information on Information Technology assets of Contractors

The Service Provider shall confirm with the Client whether the Service Provider will be required to use information technology resources, including computers, of the Client in the conduct of the work under the contract. The following requirements apply where the Service Provider will not be using such assets, but will instead have access to confidential information (including personal information) ("Confidential Information") received from the Client and will be storing, manipulating or accessing that Confidential Information on the Service Provider’s own information technology resources.

- All portable storage devices or media (e.g., flash drives, memory sticks, portable hard drives, writeable compact discs or digital video discs (DVDs), etc.) may only be used to transport and / or store Confidential Information where either the Confidential Information or the device or media is encrypted.

- Unless specifically separately authorized by the Consultant’s contract or otherwise, the Service Provider is not permitted to attach non-government computers or other information technology systems to any Client network.

- Service Providers are expected to implement and maintain up to date versions of all ordinary business software for the reasonable protection of information on computers attached to the Internet which will have access to or store Confidential Information, including security firewall and anti-viral software.

- Service Providers are not permitted to use any Peer-to-Peer file sharing program (e.g. Limewire, etc) or chat program (i.e., MSN, Skype) on any information technology asset which will contain Confidential Information, or which will be connected via a network to any computer which will contain Confidential Information.

- Email should not be used as a method to transmit Confidential Information across public networks such as the Internet unless the e-mail and/or its attachments are encrypted or zipped in a secure manner.

- The Service Provider acknowledges that, in addition to the requirements of this Agreement, the Confidential Information acquired by the Service Provider, its employees, servants and/or agents in the performance of the Services and in particular personal information, is subject to privacy legislation in various jurisdictions, including but not limited to the Access to Information and Protection of Privacy Act, 2015 the Management of Information Act, SNL2005, cM-1.01, and the Privacy Act, RSNL1990 cP-22, as well as other legislation which may apply in the jurisdiction of the Service Provider’s operation. The Service Provider is responsible to ensure the compliance with and satisfaction of the legislative requirements of all such information relating to the treatment of Confidential Information by the Service Provider, its employees, servants and/or agents.
• Where a Service Provider will be granted access to the Client’s computer network during the course of his/her work, in addition to the requirements noted above, the Service Provider shall not:
  
o  Share personal computer drives or folders on a computer accessing the network; or
  
o  Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

• These requirements apply to the Service Provider and all agents, employees or permitted sub-Service Providers of the Service Provider, and it is the responsibility of the Service Provider to ensure that all such agents, employees or permitted sub-Service Providers are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE C
Where a Service Provider will be granted access to the Client's computer network during the course of his/her work, in addition to the requirements noted above, the Service Provider shall not:

- Share personal computer drives or folders on a computer accessing the network; or
- Access the network remotely, either through wired or wireless connections, except through the use of secure ID and virtual private network systems.

These requirements apply to the Service Provider and all agents, employees or permitted sub-Service Providers of the Service Provider, and it is the responsibility of the Service Provider to ensure that all such agents, employees or permitted sub-Service Providers are aware of these restrictions and are in compliance herewith.

END OF SCHEDULE C
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atippoffice@gov.nl.ca.
NL Settlement and Integration Program

BETWEEN:

Advanced Education, Skills and Labour
(hereinafter referred to as the PROVINCE)

AND:

ASSOCIATION FOR NEW CANADIANS
(hereinafter referred to as the SERVICE PROVIDER)

RE: Satellite Office Pilot

The PROVINCE has agreed to contribute $133,658.00 to the SERVICE PROVIDER to support the PROJECT entitled Satellite Office Pilot, hereinafter referred to as the "PROJECT", under the NL Settlement and Integration Program (Operating) program, on the terms and conditions set out in this AGREEMENT.

Articles:

1. PROJECT

The Association for New Canadians will continue its' satellite offices pilot in Corner Brook, Labrador City, Happy Valley-Goose Bay, and Grand Falls-Windsor. This project will ensure the successful inclusion, integration, and retention of newcomers (Permanent Residents, Privately Sponsored Refugees, AIP-sponsored employees, international Students, and Temporary Foreign Workers) by providing these individuals with access to key settlement and language supports across the province.

2. Definitions

"ACTIVITY LOCATIONS" means the locations listed in Schedule "G";

"ACTIVITY REPORTS" has the meaning ascribed in Schedule "F";

"AGREEMENT" means this AGREEMENT as described in Article 3;

"AGREEMENT ACTIVITIES" means the activities as described in Schedule "D";

"ELIGIBLE COSTS" has the meaning ascribed in Schedule "E";

"FINANCIAL REPORTS" has the meaning ascribed in Schedule "F";

"PARTY" means the PROVINCE or the SERVICE PROVIDER and "PARTIES" means the PROVINCE and the SERVICE PROVIDER;

"PROGRAM" has the meaning ascribed in Schedule "B";

"PROJECT" means the PROJECT identified in Article 1 of this AGREEMENT;

"PARTICIPANTS" has the meaning ascribed in Schedule "H";

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AGREEMENT: Page 1 of 20
3. AGREEMENT

The following documents and any amendments relating thereto, form the AGREEMENT between the PROVINCE AND the SERVICE PROVIDER:

a) these Articles of AGREEMENT;
b) Schedule A entitled "AGREEMENT PARTIES";
c) Schedule B entitled "PROGRAM Details";
d) Schedule C entitled "AGREEMENT Details";
e) Schedule D entitled "AGREEMENT ACTIVITIES";
f) Schedule E entitled "Budget";
g) Schedule F entitled "Planned Reporting Periods and Payments";
h) Schedule G entitled "Locations";
i) Schedule H entitled "PARTICIPANTS";
j) Schedule I entitled "General Terms and Conditions".

4. This AGREEMENT comes into effect on April 01, 2018 and expires on March 31, 2019 unless otherwise terminated under the TERMS of this AGREEMENT.

5. The signatories to this AGREEMENT hereby personally warrant that they have the full power and authority to enter into this AGREEMENT on behalf of their respective PARTIES and that the person signing this AGREEMENT on behalf of each has been properly authorized and empowered.

6. If the SERVICE PROVIDER is unincorporated, it is understood and agreed by the persons signing this AGREEMENT on behalf of the SERVICE PROVIDER that, in addition to signing this AGREEMENT in their representative capacity on behalf of the SERVICE PROVIDER, they shall be personally, jointly and severally liable for the obligations, agreements, promises, liabilities and expenses assumed by the SERVICE PROVIDER under this AGREEMENT, including any debt that may become owing to the PROVINCE under this AGREEMENT.

7. This AGREEMENT shall be in force and effect when signed by both PARTIES.
For the PROVINCE

Fiona Langor
Name (please print)

Assistant Deputy Minister
Position (please print)

Signature
Date
Oct 1, 201

For the SERVICE PROVIDER

Eileen Kelly-Froake
Name (please print)

Director of Employment & Career Services
Position (please print)

Signature
Date
Oct 2, 2018

Second Signature for the SERVICE PROVIDER (if required)

Name (please print)

Position (please print)
Signature
Date
Schedule A - AGREEMENT PARTIES

Description:
Schedule A provides the names and contact information for the PARTIES.

SERVICE PROVIDER:
AGREEMENT Name: Satellite Office Pilot
AGREEMENT Holder: ASSOCIATION FOR NEW CANADIANS
Address:
PO Box 2031, Station C
St John's, Newfoundland Labrador
A1C 5R6, Canada
Phone:
(709) 722-0008

PROVINCE:
Agency: Advanced Education, Skills and Labour
Area: Employment and Training Division
Office Location: Office of Immigration and Multiculturalism
Address:
P. O. Box 8700
3rd Floor, West Block
St. John's, Newfoundland Labrador
A1B 4J6, Canada
Phone:
(709) 729-6607
Fax:
(709) 729-7381
Schedule B - PROGRAM Details

Description:
Funding for this AGREEMENT is provided under the following PROGRAM. As such, the contracting PARTIES must adhere to the PROGRAM guidelines as referenced below.

PROGRAM: NL Settlement and Integration Program (Operating)
PROGRAM Website: http://aesl.gov.nl.ca/immigration.html
Description / Objectives: The goal of the NLSIP is to help newcomers fully engage in all aspects of Newfoundland and Labrador social, economic, and cultural life. The NLSIP further supports Government of Newfoundland and Labrador's commitment in The Way Forward on Immigration in Newfoundland and Labrador to provide support to third parties to deliver settlement services and supports to newcomers. The focus is on supporting innovative approaches to increasing capacity and enhancing services for newcomers to the province.

The NLSIP will provide funding to support non-profit community organizations or non-governmental organizations to deliver settlement and integration services and supports to newcomers to meet the priority of integration and increased retention.

The Service Provider must comply with the Program Guidelines as set out on the departmental website http://aesl.gov.nl.ca/immigration.html.
Schedule C - AGREEMENT Details

Description:
Following is a summary of the AGREEMENT details.

AGREEMENT Start Date: Apr 1, 2018
AGREEMENT End Date: Mar 31, 2019
AGREEMENT Duration: 52 week(s) 1 day
AGREEMENT Description: The Association for New Canadians will continue its' satellite offices pilot in Corner Brook, Labrador City, Happy Valley-Goose Bay, and Grand Falls-Windsor. This project will ensure the successful inclusion, integration, and retention of newcomers (Permanent Residents, Privately Sponsored Refugees, AIP-sponsored employees, International Students, and Temporary Foreign Workers) by providing these individuals will access to key settlement and language supports across the province.

AGREEMENT Amount: $133,658.00
Expected # of PROJECT PARTICIPANTS: 300
Service Language: English
Correspondence Language: English
Legacy Agreement #: Satellite Office Pilot
Schedule D - AGREEMENT ACTIVITIES

Description:
Following is a description of all activities to be delivered by the SERVICE PROVIDER under this AGREEMENT and the expected results.

A complete list of ACTIVITY LOCATIONS, as provided by the SERVICE PROVIDER, is presented in Schedule G.

<table>
<thead>
<tr>
<th>Activity Type:</th>
<th>Start Date:</th>
<th>End Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Immigration-Inclusion</td>
<td>Apr 1, 2018</td>
<td>Mar 31, 2019</td>
</tr>
</tbody>
</table>

Location:
All Locations

Activity Description:
Clients will have the opportunity to engage in activities that support multiculturalism through events held as part of Refugee Week, Canada Day, and Multiculturalism Week

Expected Results:
Actively engage those who have the resources to help facilitate the inclusion and integration process
Promote the value of, and need for, immigration throughout the province
Support the cultural diversification of the province and promote multiculturalism

Reporting Requirements:
- Narrative Report on information sessions and promotional activities undertaken.
- Partners and stakeholders engaged in respective communities to support settlement and integration.
- Photos and/or videos of engagement activities.
- Narrative report noting successes, shortfalls, and potential improvements.
- Financial report.
Activity Type:
Immigration-English Language Training

Start Date:   End Date:
Apr 1, 2018  Mar 31, 2019

Location:
All Locations

Activity Description:
Clients will have the opportunity to increase their English language skills either through on-site (Corner Brook) or distance ESL training

Expected Results:
Ensuring that permanent and temporary residents are aware of, and can access, settlement supports including ESL training
Ensure that newcomers are aware of the programs/services offered by the Association for New Canadians
Support the attraction and retention of newcomers throughout the province

Reporting Requirements:
- Narrative report of ESL engagements, including demographic information on participants, and CLB advancements.
- Copies of all promotional materials.
Schedule E - Budget

Description:

Following is the approved budget for the PROJECT. The approved budget represents the ELIGIBLE COSTS categories for the PROJECT.

Inclusion of additional cost categories and/or re-allocation of funds between existing categories must be mutually agreed to by the contracting PARTIES.

Any agreed to revisions to the approved budget will be reflected in future FINANCIAL REPORTS.

<table>
<thead>
<tr>
<th>Cost Category</th>
<th>Approved Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Delivery</td>
<td></td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$77,740.00</td>
</tr>
<tr>
<td>MERC</td>
<td>$7,774.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$85,514.00</td>
</tr>
<tr>
<td>Group Total</td>
<td>$85,514.00</td>
</tr>
<tr>
<td>Operational / Project</td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td></td>
</tr>
<tr>
<td>Program Materials</td>
<td>$0.00</td>
</tr>
<tr>
<td>Honoraria</td>
<td>$0.00</td>
</tr>
<tr>
<td>Consulting Services</td>
<td>$0.00</td>
</tr>
<tr>
<td>Staff Training &amp; Development</td>
<td>$3,500.00</td>
</tr>
<tr>
<td>Facility Lease/Rent</td>
<td>$12,880.00</td>
</tr>
<tr>
<td>Advertising &amp; Promotion</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel In Province</td>
<td>$1,200.00</td>
</tr>
<tr>
<td>Other Operational/Project Costs</td>
<td>$1,500.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$21,830.00</td>
</tr>
<tr>
<td>Exceptional</td>
<td></td>
</tr>
<tr>
<td>Exceptional</td>
<td>$4,662.00</td>
</tr>
<tr>
<td>Memberships</td>
<td>$0.00</td>
</tr>
<tr>
<td>Description</td>
<td>Amount</td>
</tr>
<tr>
<td>------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>Postage and Courier</td>
<td>$0.00</td>
</tr>
<tr>
<td>Banking Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone / Fax / Internet</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>Utilities</td>
<td>$0.00</td>
</tr>
<tr>
<td>Printing</td>
<td>$0.00</td>
</tr>
<tr>
<td>Conference Registration / Attendance Fees</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$9,162.00</strong></td>
</tr>
<tr>
<td><strong>Group Total</strong></td>
<td><strong>$30,992.00</strong></td>
</tr>
<tr>
<td><strong>Administrative</strong></td>
<td></td>
</tr>
<tr>
<td>Administrative</td>
<td></td>
</tr>
<tr>
<td>Administrative-Inclusive</td>
<td>$17,152.00</td>
</tr>
<tr>
<td>Bank Charges</td>
<td>$0.00</td>
</tr>
<tr>
<td>Book Keeping</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$17,152.00</strong></td>
</tr>
<tr>
<td>Administrative Staff</td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$0.00</td>
</tr>
<tr>
<td>MERC</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$0.00</strong></td>
</tr>
<tr>
<td><strong>Group Total</strong></td>
<td><strong>$17,152.00</strong></td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$133,658.00</strong></td>
</tr>
</tbody>
</table>
Schedule F - Planned Reporting Periods and Payments

Description:

The SERVICE PROVIDER is required to submit ACTIVITY REPORTS and/or FINANCIAL REPORTS to the PROVINCE on the following dates. These dates are subject to change as the PROJECT progresses and the PARTIES mutually agree.

The ACTIVITY REPORTS and FINANCIAL REPORTS will follow the templates provided by the PROVINCE.

See Schedule D – AGREEMENT ACTIVITIES for a complete description of expected activities included in this AGREEMENT.

Planned Report and Payment Schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity Report</th>
<th>Financial Report</th>
<th>Payment*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Aug 20, 2018</td>
<td></td>
<td></td>
<td>$120,292.20</td>
</tr>
<tr>
<td>Jan 10, 2019</td>
<td>Due</td>
<td>Due</td>
<td></td>
</tr>
<tr>
<td>Mar 20, 2019</td>
<td>Due</td>
<td></td>
<td>$13,365.80</td>
</tr>
<tr>
<td>Apr 10, 2019</td>
<td>Due</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Payments are subject to receipt of ACTIVITY REPORTS and FINANCIAL REPORTS in accordance with the table above. Failure to submit ACTIVITY REPORTS and FINANCIAL REPORTS on or before the due date will result in the delay or refusal of payments.
# Schedule G - Locations

**Description:**
Schedule G lists all ACTIVITY LOCATIONS for AGREEMENT ACTIVITIES that have been identified by the SERVICE PROVIDER.

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone Number</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 2031, Station C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St John's, Newfoundland Labrador</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1C 5R6, Canada</td>
<td></td>
<td></td>
</tr>
<tr>
<td>118 Humphrey Road, Bruno Plaza</td>
<td>(709) 944-7775</td>
<td></td>
</tr>
<tr>
<td>Labrador City, Newfoundland Labrador</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2V 2L3, Canada</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9 Main Street, Suite 203</td>
<td>(709) 634-2656</td>
<td></td>
</tr>
<tr>
<td>Corner Brook, Newfoundland Labrador</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2H 1C2, Canada</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6 Hillcrest Road</td>
<td>(709) 896-8787</td>
<td></td>
</tr>
<tr>
<td>Happy Valley-Goose Bay, Newfoundland Labrador</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A0P 1E0, Canada</td>
<td></td>
<td></td>
</tr>
<tr>
<td>28 Hardy Ave</td>
<td>(709) 486-9180</td>
<td></td>
</tr>
<tr>
<td>Grand Falls-Windsor, Newfoundland Labrador</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A2A 2P8, Canada</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Description:
The Participant Groups for the program are listed below with the expected number of participants in each group as indicated by the SERVICE PROVIDER.

Actual participation results for each group must be included in ACTIVITY REPORTS.

<table>
<thead>
<tr>
<th>Expected number of PROJECT PARTICIPANTS:</th>
<th>300</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected number of PROJECT PARTICIPANTS by Participant Group</td>
<td></td>
</tr>
<tr>
<td>Adult</td>
<td>250</td>
</tr>
<tr>
<td>Children</td>
<td>50</td>
</tr>
<tr>
<td>Family</td>
<td>75</td>
</tr>
<tr>
<td>Female</td>
<td>135</td>
</tr>
<tr>
<td>Francophone</td>
<td>25</td>
</tr>
<tr>
<td>Immigr-PR - Newfoundland Nominees</td>
<td>225</td>
</tr>
<tr>
<td>Immigr - Newfoundland Nominees</td>
<td>75</td>
</tr>
<tr>
<td>Immigrants</td>
<td>300</td>
</tr>
<tr>
<td>Immigr-Canadian Citizens born outside Canada</td>
<td>300</td>
</tr>
<tr>
<td>Immigr-Permanent Residents of Canada</td>
<td>250</td>
</tr>
<tr>
<td>Immigr-PR Applicants with Work Permit</td>
<td>50</td>
</tr>
<tr>
<td>Income Support Recipient</td>
<td>25</td>
</tr>
<tr>
<td>International Post Secondary Graduates</td>
<td>100</td>
</tr>
<tr>
<td>International Post Secondary Students</td>
<td>50</td>
</tr>
<tr>
<td>Male</td>
<td>165</td>
</tr>
<tr>
<td>Temporary Foreign Workers</td>
<td>50</td>
</tr>
<tr>
<td>Visible Minority</td>
<td>200</td>
</tr>
<tr>
<td>Youth</td>
<td>25</td>
</tr>
</tbody>
</table>
Schedule I - General Terms and Conditions

1. Location
The SERVICE PROVIDER will maintain its location and the ACTIVITY LOCATIONS in Newfoundland and Labrador throughout the TERM. The SERVICE PROVIDER will immediately inform the PROVINCE of any change in its address or contact information set out in Schedule "A" or changes in its ACTIVITY LOCATIONS.

2. Amounts Owing
The SERVICE PROVIDER declares that it has provided the PROVINCE with a true and accurate list of all amounts owing to the federal government and to the PROVINCE under legislation or AGREEMENT as of the time of the SERVICE PROVIDER's application for funding. The SERVICE PROVIDER acknowledges and agrees that any such amounts owing to the PROVINCE may be recovered by way of deduction or set-off against amounts due or payable to the SERVICE PROVIDER under this AGREEMENT.

3. Representations
The SERVICE PROVIDER further declares that all statements made and all information provided to the PROVINCE in connection with its application for funding are true and all relevant facts have been disclosed.

4. Additional Funding
4.1 The SERVICE PROVIDER agrees to inform the PROVINCE promptly in writing of any additional funding or financial assistance received or to be received to assist in carrying out the PROJECT.

4.2 Where the SERVICE PROVIDER receives any additional financial assistance referred to in 4.1, the PROVINCE may, in its discretion;
   (a) reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received; or
   (b) if the PROVINCE's contribution has already been paid, require repayment of such amount.

   Upon receipt of notice to repay under this section, the SERVICE PROVIDER agrees to repay the amount as a debt due to the PROVINCE.

4.3 At the end of the TERM, the SERVICE PROVIDER shall provide the PROVINCE with a statement signed by a senior officer of the SERVICE PROVIDER, certifying the amounts of any financial assistance received from other sources during the TERM towards the costs of the PROJECT.

5. Ability to Perform
The SERVICE PROVIDER warrants that it has the personnel, experience, qualifications and other resources to provide the services in accordance with the requirements of this AGREEMENT.

6. Inconsistent Activities
During the TERM, the SERVICE PROVIDER will not engage in any activities that are inconsistent with the PROGRAM or AGREEMENT ACTIVITIES under this AGREEMENT.

7. Conflict of Interest
   a) The SERVICE PROVIDER shall not permit a conflict of interest to arise between its obligations to the PROVINCE under this AGREEMENT and its obligations to any third PARTY. The SERVICE PROVIDER shall promptly notify the PROVINCE in writing if any such conflict arises.
   b) No member of the House of Assembly shall be admitted to any share or part of this AGREEMENT or to any benefits to arise there from.
   c) It is a TERM of this AGREEMENT that no individual, for whom the post-employment provisions of the Conflict of Interest Act, 1995 S.N.L. 1995, c.C-30.1 (as amended) apply, shall derive a direct benefit from this AGREEMENT unless that individual is in compliance with the applicable post-employment provisions.

8. Assignment/Subcontracting
The SERVICE PROVIDER shall not assign or sub-contract this AGREEMENT or any part thereof without the written consent of the PROVINCE, which consent may be withheld for any reason.

9. Assistance
The PROVINCE agrees to make available to the SERVICE PROVIDER such information and assistance as may be, in the opinion of the PROVINCE, reasonably necessary to assist the SERVICE PROVIDER in the performance of this AGREEMENT.

10. Funding Condition
10.1 The PROVINCE's obligation to pay money under this AGREEMENT is subject to an appropriation being available in the fiscal year of the PROVINCE during which payment comes due. Where the PROVINCE is unable to provide the level of funding called for under this AGREEMENT it shall promptly advise the SERVICE PROVIDER in writing and, in the event the SERVICE PROVIDER is unwilling or unable to continue with the AGREEMENT as a result, the SERVICE PROVIDER may terminate this AGREEMENT upon not less than fourteen (14) days written notice and the provisions of section 26.2 shall apply.

10.2 The PROVINCE reserves the right to reduce the funding to the SERVICE PROVIDER in the event that it is apparent, based on empirical data and information contained in ACTIVITY REPORTS or FINANCIAL REPORTS, that the PROJECT will not require the entire AGREEMENT Amount identified in Schedule "C."

11. Improper Expenditure

The SERVICE PROVIDER acknowledges and agrees that it is responsible for the appropriate expenditure of monies received under this AGREEMENT and that, without limiting the generality of the foregoing, expending money in any manner other than as agreed upon may lead to legal action against the SERVICE PROVIDER as well as the individual involved in such improper spending.

Compliance with Laws

The SERVICE PROVIDER shall carry out its activities and obligations under this AGREEMENT in compliance with all applicable federal, provincial and municipal laws, regulations and by-laws.

12. Performance

The SERVICE PROVIDER agrees that it will diligently and faithfully perform all of its services and obligations under this AGREEMENT in a prudent and professional manner and in accordance with the standards and applicable guidelines of the PROGRAM. The SERVICE PROVIDER shall consult with the PROVINCE, and keep the PROVINCE advised, as to all major policy matters relating to the performance of this AGREEMENT and shall apply sound administrative policies and operational policies consistent with terms and provisions of this AGREEMENT.

13. Nepotism

14.1 No cost incurred in relation to, or wages paid to any person who is a member of the immediate family of the SERVICE PROVIDER or a principal of the SERVICE PROVIDER is eligible for reimbursement under this AGREEMENT unless the PROVINCE is satisfied that the participation, recruitment or hiring of that person was not the result of favoritism by reason of membership in the immediate family of the SERVICE PROVIDER or principal of the SERVICE PROVIDER.

14.2 For the purposes of 14.1, "immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse, child including child of spouse, step-child, ward, father-in-law, mother-in-law, grandparent, grandchild, or a relative residing with the SERVICE PROVIDER or a principal of the SERVICE PROVIDER;

"principal" means a person having controlling authority over the SERVICE PROVIDER or any aspect of the SERVICE PROVIDER's operations;

"spouse" means a married spouse or a person cohabiting in a conjugal relationship for a period of at least one year.

15. Communications

The SERVICE PROVIDER shall:

A) Ensure in any communication activities, publications, advertising or press releases relating this AGREEMENT and the services provided pursuant to this AGREEMENT, include an appropriate acknowledgment of the PROVINCE and, in some cases, the Government of Canada, in terms satisfactory to the PROVINCE;

B) consult with and obtain approval from the PROVINCE prior to engaging in any communication activities, publications, advertising or press releases, relating to this AGREEMENT;

C) cooperate and assist the PROVINCE with communication strategies related to this AGREEMENT;

D) prominently display in any materials the SERVICE PROVIDER produces and distributes to the public for the purpose of publicizing or promoting the PROJECT, an acknowledgment of the PROVINCE, the form, content and location of which is subject to approval by the PROVINCE;

E) post signage that acknowledges the PROVINCE and the Government of Canada, the form, content and location of which is subject to approval by the PROVINCE;

F) incorporate a Provincial Brand in any acknowledgment described in subparagraph (d) or any signage described in subparagraph (e); and

G) not use any Provincial Brand in any capacity or for any purpose other than those set out in subparagraph (f).

Forthwith after the execution of this AGREEMENT, the PROVINCE will provide the SERVICE PROVIDER with the Provincial Brand for use as described in paragraph 9.1.

The PROVINCE will consult with the SERVICE PROVIDER before making any public comment about this AGREEMENT, or the PROJECT that references the SERVICE PROVIDER's name.
16. Confidentiality

All information, data, documents and materials acquired by or to which access has been given to the SERVICE PROVIDER by the PROVINCE in the course of the performance of this AGREEMENT shall be treated as confidential during as well as after the TERM of this AGREEMENT.

17. Privacy and Access to Information

The SERVICE PROVIDER acknowledges that the PROVINCE is subject to the Newfoundland Access to Information and Protection of Privacy Act and that this AGREEMENT or portions of it are subject to disclosure in accordance with the provisions of that Act, and, without limiting the generality of the foregoing, which may include disclosure to Government departments or agencies to meet the necessary requirements of government operation.

18. Management of Information

18.1 The SERVICE PROVIDER shall comply with any provincial or federal statute or regulation governing the collection, use and disclosure of information.

18.2 Subject to any obligation under this AGREEMENT or other lawful requirement, the SERVICE PROVIDER shall develop and implement policies and procedures to protect the privacy of PARTICIPANTS in AGREEMENT ACTIVITIES and the confidentiality of their personal information.

18.3 For the purpose of 18.2, “personal information” has the same meaning as in the Newfoundland Access to Information and Protection of Privacy Act.

19. Monitoring

The SERVICE PROVIDER shall permit the PROVINCE’s representatives access at all reasonable times to the ACTIVITY LOCATIONS or business premises for the purpose of monitoring the progress of the PROJECT. The SERVICE PROVIDER agrees that a representative of the PROVINCE may, with reasonable notice, attend any PROJECT-related meeting as an observer.

20. Inspection and Audit

20.1 The SERVICE PROVIDER shall keep proper books of account and records, in accordance with generally accepted business and accounting practices, of expenditures relating to the carrying out of the AGREEMENT ACTIVITIES. The accounts and records shall include all payroll records, invoices and receipts relating to the ELIGIBLE COSTS.

20.2 During the TERM and for a period of six (6) years thereafter, the SERVICE PROVIDER shall make the books and records available at all reasonable times for inspection and audit by representatives of the PROVINCE to ensure compliance with the terms and conditions of this AGREEMENT. The SERVICE PROVIDER shall permit the PROVINCE’s representatives to take copies and extracts from such books and records and shall furnish the PROVINCE with such additional information as it may require.

21. Reporting

The SERVICE PROVIDER shall provide ACTIVITY REPORTS and FINANCIAL REPORTS that are complete, accurate and contain the level of detail acceptable to the PROVINCE, as specified in Schedule “F”; in a style and format acceptable to the PROVINCE and according to the schedule set out in Schedule “F”.

22. Liability

22.1 This AGREEMENT is an AGREEMENT for a contribution only, not a contract for services or a contract of service or employment. The PROVINCE’s responsibilities with respect to the AGREEMENT ACTIVITIES are limited to providing financial assistance to the SERVICE PROVIDER towards the ELIGIBLE COSTS. The PARTIES hereto agree that nothing in this AGREEMENT shall be construed as creating a partnership, employment or agency relationship between them.

22.2 The SERVICE PROVIDER has no authority to bind the PROVINCE to any AGREEMENT and agrees that it will not hold itself out as having any authority within the PROVINCE or on behalf of the PROVINCE.

22.3 Nothing in this AGREEMENT creates any undertaking, commitment or obligation by the PROVINCE respecting additional or future funding beyond the TERM and the PROVINCE shall have no responsibility for any costs incurred before or after the TERM or that exceed the maximum contribution payable under the AGREEMENT.

22.4 The PROVINCE shall not be liable for any injury to or loss suffered by the SERVICE PROVIDER or any employee, officers, agent or contractor of the SERVICE PROVIDER, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the AGREEMENT ACTIVITIES or to performance of any of the SERVICE PROVIDER’s obligations under this AGREEMENT.

22.5 The SERVICE PROVIDER and an employee, servant, agent, contractor or volunteer of the SERVICE PROVIDER are not an agent, employee or servant of the PROVINCE. The management, supervision and control of its employees are the sole and absolute responsibility of the SERVICE PROVIDER. The SERVICE PROVIDER shall be solely responsible for any and all payments and deductions required by law to be made in respect of its employees including those required for the Canada Pension Plan, employment insurance, workers’ compensation and income tax.

23. Insurance
23.1 The SERVICE PROVIDER shall purchase and maintain in full force during the TERM, insurances to protect itself, the PROVINCE, their successors and assigns and their respective directors, officers, employees, agents and servants.

23.2 Such insurances shall provide coverage for all risks and be issued by insurers licensed to carry on business in Canada and shall be subject to approval by the PROVINCE. Insurers shall not cancel or materially change the policy without sixty (60) days prior written notice to the PROVINCE.

23.3 Upon request from the PROVINCE or its authorized representative, certified copies of all insurance policies or related documentation, renewals or replacements of policies, in form and content acceptable to the PROVINCE, shall be provided promptly to the PROVINCE.

24. Indemnification
The SERVICE PROVIDER shall, both during and following the expiry or termination of this AGREEMENT, Indemnify and save the PROVINCE, its employees and agents, harmless from and against all legal actions of any kind, costs or claims made, threatened to be brought or prosecuted, in any manner based upon or that arise out of any willful or negligent act, misconduct, omission or delay on the part of the SERVICE PROVIDER or its employees, officers, contractors or agents in connection with anything purported to be or required to be provided by or done by the SERVICE PROVIDER under this AGREEMENT.

25. Termination for Default
25.1 The following constitute Events of Default:
(a) the SERVICE PROVIDER becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankruptcy or insolvent debtors;
(b) an order is made or resolution passed for the winding up of the SERVICE PROVIDER, or the SERVICE PROVIDER is dissolved;
(c) the SERVICE PROVIDER ceases to operate;
(d) the SERVICE PROVIDER is no longer able to deliver the AGREEMENT ACTIVITIES;
(e) the SERVICE PROVIDER, in support of its application for the contribution or in connection with this AGREEMENT, has made materially false or misleading declarations, representations or statements, or provided materially false or misleading information to the PROVINCE; and
(f) the SERVICE PROVIDER is in breach of the performance of, or compliance with, any TERM, condition or obligation on its part to be observed or performed pursuant to this AGREEMENT.

25.2 If
(a) an Event of Default specified in paragraph (1)(a), (b), (c), (d) or (e) has occurred; or
(b) an Event of Default specified in paragraph (1)(e) or (f) has occurred and
(i) has not been remedied within 15 days of receipt by the SERVICE PROVIDER of written notice of default or within such longer period as the PROVINCE may allow; or
(ii) a plan satisfactory to the PROVINCE to remedy such Event of Default has not been put into place within such time period.
the PROVINCE may, in addition to any remedies otherwise available, immediately terminate the AGREEMENT by written notice. Upon providing such notice of termination, the PROVINCE shall have no obligation to make any further contribution to the SERVICE PROVIDER.

25.3 In the event the PROVINCE gives the SERVICE PROVIDER written notice of default pursuant to paragraph 25.2, the PROVINCE may suspend any further payment under this AGREEMENT until the end of the period given to the SERVICE PROVIDER to remedy the Event of Default.

26. Termination on Notice
26.1 Either PARTY may terminate this AGREEMENT at any time without cause upon not less than thirty (30) days written notice.

26.2 In the event of a termination notice being given under this section, section 10 or section 29.2:
(a) the SERVICE PROVIDER shall make no further commitments in relation to the use of the contribution and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
(b) all ELIGIBLE COSTS incurred by the SERVICE PROVIDER up to the date of termination, not exceeding the maximum amount of the PROVINCE's contribution payable under this AGREEMENT, will be paid by the PROVINCE, including the SERVICE PROVIDER's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the AGREEMENT, provided that, payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the PROVINCE that the costs mentioned herein were actually incurred by the SERVICE PROVIDER and that they are reasonable and properly attributable to the termination of the AGREEMENT and, in any case, do not exceed the maximum amount of the PROVINCE's contribution payable under this AGREEMENT.
27.1 The SERVICE PROVIDER acknowledges and agrees that, upon termination or expiry of this AGREEMENT, the PROVINCE exclusively owns the PROVINCE’s documents, any property provided by the PROVINCE to the SERVICE PROVIDER for the purposes of this AGREEMENT unless the PROVINCE has indicated in writing that the property provided is to be owned by the SERVICE PROVIDER, and any property acquired by the SERVICE PROVIDER with funds obtained from the PROVINCE under this AGREEMENT, unless the PROVINCE indicates in writing that the property is to be owned by the SERVICE PROVIDER.

27.2 Where the AGREEMENT is terminated or has expired, the SERVICE PROVIDER shall:

(a) upon request by the PROVINCE, immediately turn over to the PROVINCE all documents, records, reports, other materials and property belonging to the PROVINCE and in the possession of the SERVICE PROVIDER for the purposes of this AGREEMENT;

(b) immediately repay to the PROVINCE any amount by which the contribution paid to the SERVICE PROVIDER exceeds the amount to which the SERVICE PROVIDER is entitled under the AGREEMENT. Without limiting the generality of the foregoing, amounts to which the SERVICE PROVIDER is not entitled include:

(i) the amount of any unspent advances of the contribution in the hands of the SERVICE PROVIDER;

(ii) any amount paid in error or in excess of the amount of costs actually incurred;

(iii) amounts paid in respect of costs which are determined by the PROVINCE to be ineligible; and

(iv) any amount in excess of the PROVINCE’s maximum contribution.

Such amounts are debts to the PROVINCE.

27.3 The PROVINCE may hold back any payment due under Schedule “F” until all obligations of the SERVICE PROVIDER under this AGREEMENT have been completed to the satisfaction of the PROVINCE.

28. No Waiver

The fact that the PROVINCE refrains from exercising a remedy it is entitled to exercise under this AGREEMENT shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the PROVINCE shall not prevent the PROVINCE in any way from later exercising any other right or remedy under this AGREEMENT or other applicable law.

29. Force Majeure

29.1 The SERVICE PROVIDER shall not be liable for a failure or delay in performing any of its obligations under this AGREEMENT that is attributable to causes beyond its reasonable control and that occur without the fault or negligence of the SERVICE PROVIDER (Force Majeure Event). The SERVICE PROVIDER shall give immediate notice to the PROVINCE of a Force Majeure Event describing it and its probable duration. The SERVICE PROVIDER will use all reasonable efforts to mitigate its impact on the performance of the SERVICE PROVIDER’s obligations under this AGREEMENT.

29.2 If a failure or delay arising from a Force Majeure Event continues for fourteen (14) consecutive days, the PROVINCE may terminate this AGREEMENT on three (3) days notice to the SERVICE PROVIDER and the provisions of section 26.2 shall apply.

30. Time of the Essence

Subject to section 29, time shall be of the essence of this AGREEMENT.


Any TERMS and conditions in this AGREEMENT which require their performance by the PARTIES after the expiration or termination of this AGREEMENT shall be and remain in force notwithstanding such expiration or termination of this AGREEMENT.

32. Notices

32.1 Any notices to be given, and all reports, ACTIVITY REPORTS, FINANCIAL REPORTS, information, correspondence and other documents to be provided, by either PARTY under this AGREEMENT shall be given or provided if personally delivered or sent by mail, courier service, fax or by electronic submission at the address, or fax number, as the case may be, of the receiving PARTY as set out in Schedule “A”.

32.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been given or provided on the date of personal delivery or delivery by the courier service, or if sent by mail, five (5) days after the date of mailing, or in the case of notices and documents sent by fax or by electronic means, one (1) working day after they are sent.

33. Amendment

No amendment of any of the TERMS or provisions of this AGREEMENT is valid unless it is in writing and signed by both PARTIES.

34. Entire AGREEMENT

This AGREEMENT constitutes the entire AGREEMENT between the SERVICE PROVIDER and the PROVINCE with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.

Schedule I - General Terms and Conditions
Production Date: Friday, 28 September 2018 12:14:17 PM

Schedule: Page 5 of 7
AGREEMENT: Page 18 of 20
35. Severability
Should any TERM or provision of this AGREEMENT be found to be invalid or unenforceable, the remainder of this AGREEMENT shall continue and be enforceable and any invalid TERM or provision shall be severable.

36. Binding Effect
This AGREEMENT shall enure to and be binding on the PROVINCE and the successors and permitted assigns of the SERVICE PROVIDER.

37. Further Assurances
The PROVINCE and the SERVICE PROVIDER agree to execute and deliver all such further documents and instruments and to do or cause to be done all such acts and things as either PARTY may reasonably consider necessary to evidence the intent and meaning of this AGREEMENT.

38. PROVINCE’s Representative
All references in this AGREEMENT to the PROVINCE include any person authorized to act on behalf of the PROVINCE in respect of this AGREEMENT.

39. Signing Authority
The SERVICE PROVIDER warrants that its representative who signs this AGREEMENT on behalf of the SERVICE PROVIDER has the authority to sign the AGREEMENT and to legally bind the SERVICE PROVIDER, and agrees to provide the PROVINCE with such evidence of that authorization as the PROVINCE may reasonably require.

40. Counterparts
This AGREEMENT may be signed by the PROVINCE and the SERVICE PROVIDER in separate counterparts, each of which when signed and delivered shall be an original. The counterparts may be delivered by facsimile transmission and the transmission copy shall be deemed to be an original.

41. Singular/Plural
Where the context so requires, words in the singular include the plural and vice versa.

42. Governing Law
This AGREEMENT shall be governed by and interpreted in accordance with the laws of Newfoundland and Labrador and the applicable laws of Canada and the courts of Newfoundland and Labrador shall have exclusive jurisdiction over any dispute or lawsuit between the PARTIES.

43. Environmental Protection
The SERVICE PROVIDER shall:
   a) Demonstrate to the satisfaction of the PROVINCE that the PROJECT will maintain and implement any and all environmental protection measures that may be prescribed by competent authority for minimizing harm, if any, to the environment; and
   b) Upon request of the PROVINCE, produce any certificates, licenses, and other authorizations required for the carrying out of the PROJECT in respect of these rules relating to the environment.

44. Lobbyist’s Registration and Lobbyist’s Contingency Fees
The SERVICE PROVIDER declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this AGREEMENT and who is required to be registered pursuant to the Lobbyist Registration Act SNL2004, c.L-24.1 (as amended), was registered pursuant to the Act at the time the lobbying occurred.

The SERVICE PROVIDER certifies that it has not directly or indirectly paid or agreed to pay, and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this AGREEMENT to any person other than an employee acting in the normal course of the employee’s duties.

All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of this AGREEMENT shall be subject to the accounts and audit provisions of this AGREEMENT.

If the SERVICE PROVIDER certifies falsely under this section or is in default of the obligations contained therein, the PROVINCE may either terminate this AGREEMENT under termination for default provisions of this AGREEMENT or recover from the SERVICE PROVIDER by way of deduction from the contribution or otherwise the full amount of the contingency fee.

For the purposes of this section, "contingency fee" means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining this AGREEMENT or negotiating the whole or any part of its TERMS.
"employee" means a person with whom the SERVICE PROVIDER has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization, an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to the Lobbyist Registration Act SNL2004, c.L-24.1 (as amended).
Potential copyright material

If you wish to obtain a copy please contact the ATIPP Office at (709) 729-7072 or atipoffice@gov.nl.ca.
Labour Market Integration for Newcomers

BETWEEN:

Advanced Education, Skills and Labour

(hereinafter referred to as the PROVINCE)

AND:

ASSOCIATION FOR NEW CANADIANS

(hereinafter referred to as the SERVICE PROVIDER)

RE:

Satellite Office Pilot - Year 3/Community Connections/TFW Pilot

The PROVINCE has agreed to contribute $230,179.00 to the SERVICE PROVIDER to support the PROJECT entitled Satellite Office Pilot - Year 3/Community Connections/TFW Pilot, hereinafter referred to as the "PROJECT", under the Labour Market Integration for Newcomers (Project) program, on the terms and conditions set out in this AGREEMENT.

Articles:

1. PROJECT

The Association for New Canadians will continue its satellite offices pilot in Corner Brook, Labrador City, Happy Valley-Goose Bay, Grand Falls-Windsor, and Forteau. The goal of this project is to ensure the successful inclusion, integration, and retention of newcomers (Permanent Residents, Privately Sponsored Refugees, AIP-sponsored employees, International Students, and Temporary Foreign Workers) by providing these individuals with access to key settlement and language supports across the province. With broad-based community and funding (i.e., IRCC, OIM, and ACOA) support, this project fully responds to the guiding principles and funding priorities as identified in OIM's Call for Proposals document. In addition, this project includes two pilot initiatives - Community Connections which is designed to address issues related to social isolation as well as Language in the Workplace for TFWs living in Western and Central Newfoundland.

2. Definitions

"ACTIVITY LOCATIONS" means the locations listed in Schedule "G";

"ACTIVITY REPORTS" has the meaning ascribed in Schedule "F";

"AGREEMENT" means this AGREEMENT as described in Article 3;

"AGREEMENT ACTIVITIES" means the activities as described in Schedule "D";

"ELIGIBLE COSTS" has the meaning ascribed in Schedule "E";

"FINANCIAL REPORTS" has the meaning ascribed in Schedule "F";

"PARTY" means the PROVINCE or the SERVICE PROVIDER and "PARTIES" means the PROVINCE and the SERVICE PROVIDER;
"PROGRAM" has the meaning ascribed in Schedule "B";
"PROJECT" means the PROJECT identified in Article 1 of this AGREEMENT;
"PARTICIPANTS" has the meaning ascribed in Schedule "H";
"TERM" means the TERM of this AGREEMENT as described in Article 4;

3. AGREEMENT
The following documents and any amendments relating thereto, form the AGREEMENT between the PROVINCE AND the SERVICE PROVIDER:

a) these Articles of AGREEMENT;
b) Schedule A entitled "AGREEMENT PARTIES";
c) Schedule B entitled "PROGRAM Details";
d) Schedule C entitled "AGREEMENT Details";
e) Schedule D entitled "AGREEMENT ACTIVITIES";
f) Schedule E entitled "Budget";
g) Schedule F entitled "Planned Reporting Periods and Payments";
h) Schedule G entitled "Locations";
i) Schedule H entitled "PARTICIPANTS";
j) Schedule I entitled "General Terms and Conditions".

4. This AGREEMENT comes into effect on April 01, 2019 and expires on March 31, 2020 unless otherwise terminated under the TERMS of this AGREEMENT.

5. The signatories to this AGREEMENT hereby personally warrant that they have the full power and authority to enter into this AGREEMENT on behalf of their respective PARTIES and that the person signing this AGREEMENT on behalf of each has been properly authorized and empowered.

6. If the SERVICE PROVIDER is unincorporated, it is understood and agreed by the persons signing this AGREEMENT on behalf of the SERVICE PROVIDER that, in addition to signing this AGREEMENT in their representative capacity on behalf of the SERVICE PROVIDER, they shall be personally, jointly and severally liable for the obligations, agreements, promises, liabilities and expenses assumed by the SERVICE PROVIDER under this AGREEMENT, including any debt that may become owing to the PROVINCE under this AGREEMENT.

7. This AGREEMENT shall be in force and effect when signed by both PARTIES.
For the PROVINCE

Michelle H. Snow
Name (please print)

[Signature]
Position (please print)
Aug. 30/19
Date

For the SERVICE PROVIDER

Megan Morris
Name (please print)

[Signature]
Position (please print)
4 Sept. 2019
Date

Second Signature for the SERVICE PROVIDER (if required)

Frank Gough
Name (please print)

[Signature]
Position (please print)
Sept. 4, 2019
Date
## Schedule A - AGREEMENT PARTIES

Description:
Schedule A provides the names and contact information for the PARTIES.

### SERVICE PROVIDER:

<table>
<thead>
<tr>
<th>AGREEMENT Name:</th>
<th>Satellite Office Pilot - Year 3/Community Connections/TFW Pilot</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGREEMENT Holder:</td>
<td>ASSOCIATION FOR NEW CANADIANS</td>
</tr>
<tr>
<td>Address:</td>
<td>PO Box 2031, Station C</td>
</tr>
<tr>
<td></td>
<td>St John's, Newfoundland Labrador</td>
</tr>
<tr>
<td></td>
<td>A1C 5R6, Canada</td>
</tr>
<tr>
<td>Phone:</td>
<td>(709) 722-0008</td>
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### PROVINCE:

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<tr>
<th>Agency:</th>
<th>Advanced Education, Skills and Labour</th>
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<tr>
<td>Area:</td>
<td>Employment and Training Division</td>
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<tr>
<td>Office Location:</td>
<td>Office of Immigration and Multiculturalism</td>
</tr>
<tr>
<td>Address:</td>
<td>P. O. Box 8700</td>
</tr>
<tr>
<td></td>
<td>3rd Floor, West Block</td>
</tr>
<tr>
<td></td>
<td>St. John's, Newfoundland Labrador</td>
</tr>
<tr>
<td></td>
<td>A1B 4J6, Canada</td>
</tr>
<tr>
<td>Phone:</td>
<td>(709) 729-6607</td>
</tr>
<tr>
<td>Fax:</td>
<td>(709) 729-7381</td>
</tr>
</tbody>
</table>
Schedule B - PROGRAM Details

Description:
Funding for this AGREEMENT is provided under the following PROGRAM. As such, the contracting PARTIES must adhere to the PROGRAM guidelines as referenced below.

PROGRAM: Labour Market Integration for Newcomers (Project)
PROGRAM Website: http://aesl.gov.nl.ca/immigration.html
Description / Objectives:
The goal of the Labour Market Integration for Newcomers (LMIN) is to help newcomers fully engage in all aspects of Newfoundland and Labrador social, economic, and cultural life. The LMIN further supports Government of Newfoundland and Labrador’s commitment in The Way Forward on Immigration in Newfoundland and Labrador to provide support for labour market integration for immigrants and refugees. The focus is on supporting innovative approaches to increasing capacity and enhancing services for newcomers to the province.

The Service Provider must comply with the Program Guidelines as set out on the departmental website http://aesl.gov.nl.ca/immigration.html.
Schedule C - AGREEMENT Details

Description:
Following is a summary of the AGREEMENT details.

AGREEMENT Start Date: Apr 1, 2019
AGREEMENT End Date: Mar 31, 2020
AGREEMENT Duration: 52 week(s) 2 day(s)
AGREEMENT Description: The Association for New Canadians will continue its satellite offices pilot in Corner Brook, Labrador City, Happy Valley-Goose Bay, Grand Falls-Windsor, and Forteau. The goal of this project is to ensure the successful inclusion, integration, and retention of newcomers (Permanent Residents, Privately Sponsored Refugees, AIP-sponsored employees, International Students, and Temporary Foreign Workers) by providing these individuals will access to key settlement and language supports across the province. With broad-based community and funding (i.e., IRCC, OIM, and ACOA) support, this project fully responds to the guiding principles and funding priorities as identified in OIM's Call for Proposals document. In addition, this project includes two pilot initiatives - Community Connections which is designed to address issues related to social isolation as well as Language in the Workplace for TFWs living in Western and Central Newfoundland.

AGREEMENT Amount: $230,179.00
Expected # of PROJECT PARTICIPANTS: 300
Service Language: English
Correspondence Language: English
Schedule D - AGREEMENT ACTIVITIES

Description:
Following is a description of all activities to be delivered by the SERVICE PROVIDER under this AGREEMENT and the expected results.

A complete list of ACTIVITY LOCATIONS, as provided by the SERVICE PROVIDER, is presented in Schedule G.

Activity Type:
Awareness-Employer Engagement

Start Date: End Date:
Apr 1, 2019 Mar 31, 2020

Location:
All Locations

Total Number of Expected PARTICIPANTS:
200

Activity Description:
Employers will be engaged through Atlantic Immigration Pilot presentations, assistance with completing AIP endorsement applications, and supporting AIP employees.

Expected Results:
Support the promotion of AIP throughout the province
Support employers interested in being designated under the AIP
Support employees interested in being endorsed under the AIP

Reporting Requirements:
The final report will include, but not be limited to:
- A narrative report of the programming noting success, failures, and potential improvements;
- Statistical records and analysis of the number of participants and/or beneficiaries of the programming;
- Measurable outcomes realized through the programming supported;
- Photos, videos, publications, curriculums, or any other products created as a result of the programming; and,
- A detailed financial report of the project.
Activity Type:
Community-Service Gaps

Start Date:     End Date:  
Apr 1, 2019    Mar 31, 2020

Location:     All Locations

Activity Description:
Newcomer spouses and family members will receive targeted supports to address social isolation and enable them to integrate successfully in their community and subsequently, secure attachment to the labor market.

Expected Results:
Support the attraction and retention of newcomers throughout the province
Actively engage those who have the resources to help facilitate the inclusion and integration process
Encourage connections between newcomers and long-term residents

Reporting Requirements:
The final report will include, but not be limited to:
- A narrative report of the programming noting success, failures, and potential improvements;
- Statistical records and analysis of the number of participants and/or beneficiaries of the programming;
- Measurable outcomes realized through the programming supported;
- Photos, videos, publications, curriculums, or any other products created as a result of the programming; and,
- A detailed financial report of the project.
Schedule E - Budget

Description:

Following is the approved budget for the PROJECT. The approved budget represents the ELIGIBLE COSTS categories for the PROJECT.

Inclusion of additional cost categories and/or re-allocation of funds between existing categories must be mutually agreed to by the contracting PARTIES.

Any agreed to revisions to the approved budget will be reflected in future FINANCIAL REPORTS.

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<td>Standard</td>
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<tr>
<td>Category</td>
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</tbody>
</table>

**Group Total**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group Total</td>
<td>$29,535.00</td>
</tr>
</tbody>
</table>

**Grand Total**

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grand Total</td>
<td>$230,179.00</td>
</tr>
</tbody>
</table>

Schedule E - Budget
Production Date: Tuesday, 27 August 2019 03:03:12 PM
Schedule: Page 2 of 2
AGREEMENT: Page 10 of 21
Description:

The SERVICE PROVIDER is required to submit ACTIVITY REPORTS and/or FINANCIAL REPORTS to the PROVINCE on the following dates. These dates are subject to change as the PROJECT progresses and the PARTIES mutually agree.

The ACTIVITY REPORTS and FINANCIAL REPORTS will follow the templates provided by the PROVINCE.

See Schedule D – AGREEMENT ACTIVITIES for a complete description of expected activities included in this AGREEMENT.

### Planned Report and Payment Schedule:

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity Report</th>
<th>Financial Report</th>
<th>Payment*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sep 1, 2019</td>
<td></td>
<td></td>
<td>$103,580.55</td>
</tr>
<tr>
<td>Dec 10, 2019</td>
<td>Due</td>
<td>Due</td>
<td></td>
</tr>
<tr>
<td>Dec 20, 2019</td>
<td></td>
<td></td>
<td>$103,580.55</td>
</tr>
<tr>
<td>Feb 10, 2020</td>
<td></td>
<td>Due</td>
<td></td>
</tr>
<tr>
<td>Feb 20, 2020</td>
<td></td>
<td></td>
<td>$23,017.90</td>
</tr>
<tr>
<td>Apr 10, 2020</td>
<td>Due</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* Payments are subject to receipt of ACTIVITY REPORTS and FINANCIAL REPORTS in accordance with the table above. Failure to submit ACTIVITY REPORTS and FINANCIAL REPORTS on or before the due date will result in the delay or refusal of payments.
# Schedule G - Locations

**Description:**

Schedule G lists all ACTIVITY LOCATIONS for AGREEMENT ACTIVITIES that have been identified by the SERVICE PROVIDER.

<table>
<thead>
<tr>
<th>Address</th>
<th>Phone Number</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO Box 2031, Station C St John's, Newfoundland Labrador A1C 5R6, Canada</td>
<td></td>
<td>(709) 944-7775</td>
</tr>
<tr>
<td>118 Humphrey Road, Bruno Plaza Labrador City, Newfoundland Labrador A2V 2L3, Canada</td>
<td>(709) 634-2656</td>
<td></td>
</tr>
<tr>
<td>9 Main Street, Suite 203 Corner Brook, Newfoundland Labrador A2H 1C2, Canada</td>
<td>(709) 896-8787</td>
<td></td>
</tr>
<tr>
<td>6 Hillcrest Road Happy Valley-Goose Bay, Newfoundland Labrador A0P 1E0, Canada</td>
<td>(709) 489-9180</td>
<td></td>
</tr>
<tr>
<td>28 Hardy Avenue Grand Falls-Windsor, Newfoundland Labrador A2A 2P8, Canada</td>
<td>(709) 931-2887</td>
<td></td>
</tr>
<tr>
<td>32 Main Street Forteau, Newfoundland Labrador A0K 2P0, Canada</td>
<td>(709) 31-2887</td>
<td></td>
</tr>
</tbody>
</table>
## Schedule H - PARTICIPANTS

### Description:

The Participant Groups for the program are listed below with the expected number of participants in each group as indicated by the SERVICE PROVIDER.

Actual participation results for each group must be included in ACTIVITY REPORTS.

**Expected number of PROJECT PARTICIPANTS:** 300

<table>
<thead>
<tr>
<th>Participant Group</th>
<th>Expected Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult</td>
<td>250</td>
</tr>
<tr>
<td>Children</td>
<td>50</td>
</tr>
<tr>
<td>Employed</td>
<td>15</td>
</tr>
<tr>
<td>Employed in low skilled occupation</td>
<td>15</td>
</tr>
<tr>
<td>Family</td>
<td>75</td>
</tr>
<tr>
<td>Female</td>
<td>135</td>
</tr>
<tr>
<td>Francophone</td>
<td>25</td>
</tr>
<tr>
<td>Immgr - PR - Newfoundland Nominees</td>
<td>225</td>
</tr>
<tr>
<td>Immigrants</td>
<td>300</td>
</tr>
<tr>
<td>Immigr-Canadian Citizens born outside Canada</td>
<td>25</td>
</tr>
<tr>
<td>Immigr-Permanent Residents of Canada</td>
<td>100</td>
</tr>
<tr>
<td>Immigr-PR Applicants with Work Permit</td>
<td>50</td>
</tr>
<tr>
<td>Immigr-PR-Refugees</td>
<td>25</td>
</tr>
<tr>
<td>Income Support Recipient</td>
<td>25</td>
</tr>
<tr>
<td>International Post Secondary Graduates</td>
<td>100</td>
</tr>
<tr>
<td>International Post Secondary Students</td>
<td>100</td>
</tr>
<tr>
<td>Male</td>
<td>165</td>
</tr>
<tr>
<td>Older workers</td>
<td>5</td>
</tr>
<tr>
<td>Self-Employed</td>
<td>5</td>
</tr>
<tr>
<td>Temporary Foreign Workers</td>
<td>75</td>
</tr>
<tr>
<td>Unemployed</td>
<td>25</td>
</tr>
<tr>
<td>Category</td>
<td>Count</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Visible Minority</td>
<td>250</td>
</tr>
<tr>
<td>Youth</td>
<td>25</td>
</tr>
</tbody>
</table>
Schedule I - General Terms and Conditions

1. Location
   The SERVICE PROVIDER will maintain its location and the ACTIVITY LOCATIONS in Newfoundland and Labrador throughout the TERM. The SERVICE PROVIDER will immediately inform the PROVINCE of any change in its address or contact information set out in Schedule "A" or changes in its ACTIVITY LOCATIONS.

2. Amounts Owing
   The SERVICE PROVIDER declares that it has provided the PROVINCE with a true and accurate list of all amounts owing to the federal government and to the PROVINCE under legislation or AGREEMENT as of the time of the SERVICE PROVIDER’s application for funding. The SERVICE PROVIDER acknowledges and agrees that any such amounts owing to the PROVINCE may be recovered by way of deduction or set-off against amounts due or payable to the SERVICE PROVIDER under this AGREEMENT.

3. Representations
   The SERVICE PROVIDER further declares that all statements made and all information provided to the PROVINCE in connection with its application for funding are true and all relevant facts have been disclosed.

4. Additional Funding
   4.1 The SERVICE PROVIDER agrees to inform the PROVINCE promptly in writing of any additional funding or financial assistance received or to be received to assist it in carrying out the PROJECT.
   4.2 Where the SERVICE PROVIDER receives any additional financial assistance referred to in 4.1, the PROVINCE may, in its discretion:
      (a) reduce its contribution by such amount as it considers appropriate, up to the amount of the additional assistance received; or
      (b) if the PROVINCE's contribution has already been paid, require repayment of such amount.
   Upon receipt of notice to repay under this section, the SERVICE PROVIDER agrees to repay the amount as a debt due to the PROVINCE.
   4.3 At the end of the TERM, the SERVICE PROVIDER shall provide the PROVINCE with a statement signed by a senior official of the SERVICE PROVIDER, certifying the amounts of any financial assistance received from other sources during the TERM towards the costs of the PROJECT.

5. Ability to Perform
   The SERVICE PROVIDER warrants that it has the personnel, experience, qualifications and other resources to provide the services in accordance with the requirements of this AGREEMENT.

6. Inconsistent Activities
   During the TERM, the SERVICE PROVIDER will not engage in any activities that are inconsistent with the PROGRAM or AGREEMENT ACTIVITIES under this AGREEMENT.

7. Conflict of Interest
   a) The SERVICE PROVIDER shall not permit a conflict of interest to arise between its obligations to the PROVINCE under this AGREEMENT and its obligations to any third PARTY. The SERVICE PROVIDER shall promptly notify the PROVINCE in writing if any such conflict arises.
   b) No member of the House of Assembly shall be admitted to any share or part of this AGREEMENT or to any benefits to arise there from.
   c) It is a TERM of this AGREEMENT that no individual, for whom the post-employment provisions of the Conflict of Interest Act, 1995 SNL 1995, c.C-30.1 (as amended) apply, shall derive a direct benefit from this AGREEMENT unless that individual is in compliance with the applicable post-employment provisions.

8. Assignment/Subcontracting
   The SERVICE PROVIDER shall not assign or sub-contract this AGREEMENT or any part thereof without the written consent of the PROVINCE, which consent may be withheld for any reason.

9. Assistance
   The PROVINCE agrees to make available to the SERVICE PROVIDER such information and assistance as may be, in the opinion of the PROVINCE, reasonably necessary to assist the SERVICE PROVIDER in the performance of this AGREEMENT.

10. Funding Condition
10.1 The PROVINCE’s obligation to pay money under this AGREEMENT is subject to an appropriation being available in the fiscal year of the PROVINCE during which payment comes due. Where the PROVINCE is unable to provide the level of funding called for under this AGREEMENT it shall promptly advise the SERVICE PROVIDER in writing and, in the event the SERVICE PROVIDER is unwilling or unable to continue with the AGREEMENT as a result, the SERVICE PROVIDER may terminate this AGREEMENT upon not less than fourteen (14) days written notice and the provisions of section 25.2 shall apply.

10.2 The PROVINCE reserves the right to reduce the funding to the SERVICE PROVIDER in the event that it is apparent, based on empirical data and information contained in ACTIVITY REPORTS or FINANCIAL REPORTS, that the PROJECT will not require the entire AGREEMENT Amount Identified in Schedule "C."

11. Improper Expenditure
The SERVICE PROVIDER acknowledges and agrees that it is responsible for the appropriate expenditure of monies received under this AGREEMENT and that, without limiting the generality of the foregoing, expending money in any manner other than as agreed upon may lead to legal action against the SERVICE PROVIDER as well as the individual involved in such improper spending.

Compliance with Laws

The SERVICE PROVIDER shall carry out its activities and obligations under this AGREEMENT in compliance with all applicable federal, provincial and municipal laws, regulations and by-laws.

13. Performance

The SERVICE PROVIDER agrees that it will diligently and faithfully perform all of its services and obligations under this AGREEMENT in a prudent and professional manner and in accordance with the standards and applicable guidelines of the PROGRAM. The SERVICE PROVIDER shall consult with the PROVINCE, and keep the PROVINCE advised, as to all major policy matters relating to the performance of this AGREEMENT and shall apply sound administrative policies and operational policies consistent with terms and provisions of this AGREEMENT.

14. Nepotism

14.1 No cost incurred in relation to, or wages paid to any person who is a member of the immediate family of the SERVICE PROVIDER or a principal of the SERVICE PROVIDER is eligible for reimbursement under this AGREEMENT unless the PROVINCE is satisfied that the participation, recruitment or hiring of that person was not the result of favoritism by reason of membership in the immediate family of the SERVICE PROVIDER or principal of the SERVICE PROVIDER.

14.2 For the purposes of 14.1, "immediate family" means father, mother, step-father, step-mother, foster parent, brother, sister, spouse, child including child of spouse, stepchild, ward, father-in-law, mother-in-law, grandparent, grandchild, or a relative residing with the SERVICE PROVIDER or a principal of the SERVICE PROVIDER;

"principal" means a person having controlling authority over the SERVICE PROVIDER or any aspect of the SERVICE PROVIDER's operations;

"spouse" means a married spouse or a person cohabiting in a conjugal relationship for a period of at least one year.

15. Communications

The SERVICE PROVIDER shall:

A) Ensure in any communication activities, publications, advertising or press releases relating this AGREEMENT and the services provided pursuant to this AGREEMENT, include an appropriate acknowledgment of the PROVINCE and, in some cases, the Government of Canada, in terms satisfactory to the PROVINCE;

B) consult with and obtain approval from the PROVINCE prior to engaging in any communication activities, publications, advertising or press releases, relating to this AGREEMENT;

C) cooperate and assist the PROVINCE with communication strategies related to this AGREEMENT;

D) prominently display in any materials the SERVICE PROVIDER produces and distributes to the public for the purpose of publicizing or promoting the PROJECT, an acknowledgment of the PROVINCE, the form, content and location of which is subject to approval by the PROVINCE;

E) post signage that acknowledges the PROVINCE and the Government of Canada, the form, content and location of which is subject to approval by the PROVINCE;

F) incorporate a Provincial Brand in any acknowledgment described in subparagraph (d) or any signage described in subparagraph (e); and

G) not use any Provincial Brand in any capacity or for any purpose other than those set out in subparagraph (f).

Forthwith after the execution of this AGREEMENT, the PROVINCE will provide the SERVICE PROVIDER with the Provincial Brand for use as described in paragraph 9.1.

The PROVINCE will consult with the SERVICE PROVIDER before making any public comment about this AGREEMENT, or the PROJECT that references the SERVICE PROVIDER's name.
16. Confidentiality
   All information, data, documents and materials acquired by or to which access has been given to the SERVICE PROVIDER by the PROVINCE in the course of the performance of this AGREEMENT shall be treated as confidential during as well as after the TERM of this AGREEMENT.

17. Privacy and Access to Information
   The SERVICE PROVIDER acknowledges that the PROVINCE is subject to the Newfoundland Access to Information and Protection of Privacy Act and that this AGREEMENT or portions of it are subject to disclosure in accordance with the provisions of that Act, and, without limiting the generality of the foregoing, which may include disclosure to Government departments or agencies to meet the necessary requirements of government operation.

18. Management of Information
18.1 The SERVICE PROVIDER shall comply with any provincial or federal statute or regulation governing the collection, use and disclosure of information.
18.2 Subject to any obligation under this AGREEMENT or other lawful requirement, the SERVICE PROVIDER shall develop and implement policies and procedures to protect the privacy of PARTICIPANTS in AGREEMENT ACTIVITIES and the confidentiality of their personal information.
18.3 For the purpose of 18.2, "personal information" has the same meaning as in the Newfoundland Access to Information and Protection of Privacy Act.

19. Monitoring
   The SERVICE PROVIDER shall permit the PROVINCE's representatives access at all reasonable times to the ACTIVITY LOCATIONS or business premises for the purpose of monitoring the progress of the PROJECT. The SERVICE PROVIDER agrees that a representative of the PROVINCE may, with reasonable notice, attend any PROJECT-related meeting as an observer.

20. Inspection and Audit
20.1 The SERVICE PROVIDER shall keep proper books of account and records, in accordance with generally accepted business and accounting practices, of expenditures relating to the carrying out of the AGREEMENT ACTIVITIES. The accounts and records shall include all payroll records, invoices and receipts relating to the ELIGIBLE COSTS.
20.2 During the TERM and for a period of six (6) years thereafter, the SERVICE PROVIDER shall make the books and records available at all reasonable times for inspection and audit by representatives of the PROVINCE to ensure compliance with the terms and conditions of this AGREEMENT. The SERVICE PROVIDER shall permit the PROVINCE's representatives to take copies and extracts from such books and records and shall furnish the PROVINCE with such additional information as it may require.

21. Reporting
   The SERVICE PROVIDER shall provide ACTIVITY REPORTS and FINANCIAL REPORTS that are complete, accurate and contain the level of detail acceptable to the PROVINCE, as specified in Schedule "F", in a style and format acceptable to the PROVINCE and according to the schedule set out in Schedule "F".

22. Liability
22.1 This AGREEMENT is an AGREEMENT for a contribution only, not a contract for services or a contract of service or employment. The PROVINCE's responsibilities with respect to the AGREEMENT ACTIVITIES are limited to providing financial assistance to the SERVICE PROVIDER towards the ELIGIBLE COSTS. The PARTIES hereto agree that nothing in this AGREEMENT shall be construed as creating a partnership, employment or agency relationship between them.
22.2 The SERVICE PROVIDER has no authority to bind the PROVINCE to any AGREEMENT and agrees that it will not hold itself out as having any authority within the PROVINCE or on behalf of the PROVINCE.
22.3 Nothing in this AGREEMENT creates any undertaking, commitment or obligation by the PROVINCE respecting additional or future funding beyond the TERM and the PROVINCE shall have no responsibility for any costs incurred before or after the TERM or that exceed the maximum contribution payable under the AGREEMENT.
22.4 The PROVINCE shall not be liable for any injury to or loss suffered by the SERVICE PROVIDER or any employee, officer, agent or contractor of the SERVICE PROVIDER, including, without limitation, death or economic loss, caused by or in any way related to the carrying out of the AGREEMENT ACTIVITIES or to performance of any of the SERVICE PROVIDER's obligations under this AGREEMENT.
22.5 The SERVICE PROVIDER and an employee, servant, agent, contractor or volunteer of the SERVICE PROVIDER are not an agent, employee or servant of the PROVINCE. The management, supervision and control of its employees are the sole and absolute responsibility of the SERVICE PROVIDER. The SERVICE PROVIDER shall be solely responsible for any and all payments and deductions required by law to be made in respect of its employees including those required for the Canada Pension Plan, employment insurance, workers' compensation and income tax.

23. Insurance

Schedule I - General Terms and Conditions
Production Date: Tuesday, 27 August 2019 03:03:12 PM
23.1 The SERVICE PROVIDER shall purchase and maintain in full force during the TERM, insurances to protect itself, the PROVINCE, their successors and assigns and their respective directors, officers, employees, agents and servants.

23.2 Such insurances shall provide coverage for all risks and be issued by insurers licensed to carry on business in Canada and shall be subject to approval by the PROVINCE. Insurers shall not cancel or materially change the policy without sixty (60) days prior written notice to the PROVINCE.

23.3 Upon request from the PROVINCE or its authorized representative, certified copies of all insurance policies or related documentation, renewals or replacements of policies, in form and content acceptable to the PROVINCE, shall be provided promptly to the PROVINCE.

24. Indemnification
The SERVICE PROVIDER shall, both during and following the expiry or termination of this AGREEMENT, indemnify the PROVINCE, its employees and agents, harmless from and against all legal actions of any kind, costs or claims made, threatened to be brought or prosecuted, in any manner based upon or that arise out of any willful or negligent act, misconduct, omission or delay on the part of the SERVICE PROVIDER or its employees, officers, contractors or agents in connection with anything purported to be or required to be provided by or done by the SERVICE PROVIDER under this AGREEMENT.

25. Termination for Default

25.1 The following constitute Events of Default:
(a) the SERVICE PROVIDER becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
(b) an order is made or resolution passed for the winding up of the SERVICE PROVIDER, or the SERVICE PROVIDER is dissolved;
(c) the SERVICE PROVIDER ceases to operate;
(d) the SERVICE PROVIDER is no longer able to deliver the AGREEMENT ACTIVITIES;
(e) the SERVICE PROVIDER, in support of its application for the contribution or in connection with this AGREEMENT, has made materially false or misleading declarations, representations or statements, or provided materially false or misleading information to the PROVINCE; and
(f) the SERVICE PROVIDER is in breach of the performance of, or compliance with, any TERM, condition or obligation on its part to be observed or performed pursuant to this AGREEMENT.

25.2 If
(a) an Event of Default specified in paragraph (1)(a), (b), (c), (d) or (e) has occurred; or
(b) an Event of Default specified in paragraph (1)(e) or (f) has occurred; and
(i) has not been remedied within 15 days of receipt by the SERVICE PROVIDER of written notice of default or within such longer period as the PROVINCE may allow; or
(ii) a plan satisfactory to the PROVINCE to remedy such Event of Default has not been put into place within such time period,
the PROVINCE may, in addition to any remedies otherwise available, immediately terminate the AGREEMENT by written notice. Upon providing such notice of termination, the PROVINCE shall have no obligation to make any further contribution to the SERVICE PROVIDER.

25.3 In the event the PROVINCE gives the SERVICE PROVIDER written notice of default pursuant to paragraph 25.2, the PROVINCE may suspend any further payment under this AGREEMENT until the end of the period given to the SERVICE PROVIDER to remedy the Event of Default.

26. Termination on Notice

26.1 Either PARTY may terminate this AGREEMENT at any time without cause upon not less than thirty (30) days written notice.

26.2 In the event of a termination notice being given under this section, section 10 or section 29.2:
(a) the SERVICE PROVIDER shall make no further commitments in relation to the use of the contribution and shall cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
(b) all ELIGIBLE COSTS incurred by the SERVICE PROVIDER up to the date of termination, not exceeding the maximum amount of the PROVINCE's contribution payable under this AGREEMENT, will be paid by the PROVINCE, including the SERVICE PROVIDER's costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of the AGREEMENT, provided that, payment and reimbursement under this paragraph shall only be made to the extent that it is established to the satisfaction of the PROVINCE that the costs mentioned herein were actually incurred by the SERVICE PROVIDER and the same are reasonable and properly attributable to the termination of the AGREEMENT and, in any case, do not exceed the maximum amount of the PROVINCE's contribution payable under this AGREEMENT.
27.1 The SERVICE PROVIDER acknowledges and agrees that, upon termination or expiry of this AGREEMENT, the PROVINCE exclusively owns the PROVINCE’s documents, any property provided by the PROVINCE to the SERVICE PROVIDER for the purposes of this AGREEMENT unless the PROVINCE has indicated in writing that the property provided is to be owned by the SERVICE PROVIDER, and any property acquired by the SERVICE PROVIDER with funds obtained from the PROVINCE under this AGREEMENT, unless the PROVINCE indicates in writing that the property is to be owned by the SERVICE PROVIDER.

27.2 Where the AGREEMENT is terminated or has expired, the SERVICE PROVIDER shall,
(a) upon request by the PROVINCE, immediately turn over to the PROVINCE all documents, records, reports, other materials and property belonging to the PROVINCE and in the possession of the SERVICE PROVIDER for the purposes of this AGREEMENT;
(b) immediately repay to the PROVINCE any amount by which the contribution paid to the SERVICE PROVIDER exceeds the amount to which the SERVICE PROVIDER is entitled under the AGREEMENT. Without limiting the generality of the foregoing, amounts to which the SERVICE PROVIDER is not entitled include:
(i) the amount of any unspent advances of the contribution in the hands of the SERVICE PROVIDER;
(ii) any amount paid in error or in excess of the amount of costs actually incurred;
(iii) amounts paid in respect of costs which are determined by the PROVINCE to be ineligible; and
(iv) any amount in excess of the PROVINCE’s maximum contribution.

Such amounts are debts to the PROVINCE.

27.3 The PROVINCE may holdback any payment due under Schedule "F" until all obligations of the SERVICE PROVIDER under this AGREEMENT have been completed to the satisfaction of the PROVINCE.

28. No Waiver
The fact that the PROVINCE refrains from exercising a remedy it is entitled to exercise under this AGREEMENT shall not be considered to be a waiver of such right and, furthermore, partial or limited exercise of a right conferred upon the PROVINCE shall not prevent the PROVINCE in any way from later exercising any other right or remedy under this AGREEMENT or other applicable law.

29. Force Majeure
29.1 The SERVICE PROVIDER shall not be liable for a failure or delay in performing any of its obligations under this AGREEMENT that is attributable to causes beyond its reasonable control and that occur without the fault or negligence of the SERVICE PROVIDER (Force Majeure Event). The SERVICE PROVIDER shall give immediate notice to the PROVINCE of a Force Majeure Event describing it and its probable duration. The SERVICE PROVIDER will use all reasonable efforts to mitigate its impact on the performance of the SERVICE PROVIDER’s obligations under this AGREEMENT.

29.2 If a failure or delay arising from a Force Majeure Event continues for fourteen (14) consecutive days, the PROVINCE may terminate this AGREEMENT on three (3) days notice to the SERVICE PROVIDER and the provisions of section 26.2 shall apply.

30. Time of the Essence
Subject to section 29, time shall be of the essence of this AGREEMENT.

Any TERMS and conditions in this AGREEMENT which require their performance by the PARTIES after the expiration or termination of this AGREEMENT shall be and remain in force notwithstanding such expiration or termination of this AGREEMENT.

32. Notices
32.1 Any notices to be given, and all reports, ACTIVITY REPORTS, FINANCIAL REPORTS, information, correspondence and other documents to be provided, by either PARTY under this AGREEMENT shall be given or provided if personally delivered or sent by mail, courier service, fax or by electronic submission at the address, or fax number, as the case may be, of the receiving PARTY as set out in Schedule "A".

32.2 Notices, reports, information, correspondence and other documents that are delivered personally or by courier service shall be deemed to have been given or provided on the date of personal delivery or delivery by the courier service, or if sent by mail, five (5) days after the date of mailing, or in the case of notices and documents sent by fax or by electronic means, one (1) working day after they are sent.

33. Amendment
No amendment of any of the TERMS or provisions of this AGREEMENT is valid unless it is in writing and signed by both PARTIES.

34. Entire AGREEMENT
This AGREEMENT constitutes the entire AGREEMENT between the SERVICE PROVIDER and the PROVINCE with respect to its subject matter and supersedes all previous understandings, agreements, negotiations and documents collateral, oral or otherwise between them relating to its subject matter in the event of conflict.
35. **Severability**

Should any **TERM** or provision of this AGREEMENT be found to be invalid or unenforceable, the remainder of this AGREEMENT shall continue and be enforceable and any invalid **TERM** or provision shall be severable.

36. **Binding Effect**

This AGREEMENT shall enure to and be binding on the PROVINCE and the successors and permitted assigns of the SERVICE PROVIDER.

37. **Further Assurances**

The PROVINCE and the SERVICE PROVIDER agree to execute and deliver all such further documents and instruments and to do or cause to be done all such acts and things as either PARTY may reasonably consider necessary to evidence the intent and meaning of this AGREEMENT.

38. **PROVINCE’s Representative**

All references in this AGREEMENT to the PROVINCE include any person authorized to act on behalf of the PROVINCE in respect of this AGREEMENT.

39. **Signing Authority**

The SERVICE PROVIDER warrants that its representative who signs this AGREEMENT on behalf of the SERVICE PROVIDER has the authority to sign the AGREEMENT and to legally bind the SERVICE PROVIDER, and agrees to provide the PROVINCE with such evidence of that authorization as the PROVINCE may reasonably require.

40. **Counterparts**

This AGREEMENT may be signed by the PROVINCE and the SERVICE PROVIDER in separate counterparts, each of which when signed and delivered shall be an original. The counterparts may be delivered by facsimile transmission and the transmission copy shall be deemed to be and considered an original.

41. **Singular/Plural**

Where the context so requires, words in the singular include the plural and vice versa.

42. **Governing Law**

This AGREEMENT shall be governed by and interpreted in accordance with the laws of Newfoundland and Labrador and the applicable laws of Canada and the courts of Newfoundland and Labrador shall have exclusive jurisdiction over any dispute or lawsuit between the PARTIES.

43. **Environmental Protection**

The SERVICE PROVIDER shall:

a) Demonstrate to the satisfaction of the PROVINCE that the PROJECT will maintain and implement any and all environmental protection measures that may be prescribed by competent authority for minimizing harm, if any, to the environment; and

b) Upon request of the PROVINCE, produce any certificates, licenses, and other authorizations required for the carrying out of the PROJECT in respect of these rules relating to the environment.

44. **Lobbyist’s Registration and Lobbyist’s Contingency Fees**

The SERVICE PROVIDER declares that any person who has been lobbying on its behalf to obtain the contribution that is the subject of this AGREEMENT and who is required to be registered pursuant to the Lobbyist Registration Act S.NL 2004, c L-24.1 (as amended), was registered pursuant to the Act at the time the lobbying occurred.

The SERVICE PROVIDER certifies that it has not directly or indirectly paid or agreed to pay, and covenants that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtaining of this AGREEMENT to any person other than an employee acting in the normal course of the employee’s duties.

All accounts and records pertaining to payments of fees or other compensation for the solicitation, obtaining or negotiation of this AGREEMENT shall be subject to the accounts and audit provisions of this AGREEMENT.

If the SERVICE PROVIDER certifies falsely under this section or is in default of the obligations contained therein, the PROVINCE may either terminate this AGREEMENT under termination for default provisions of this AGREEMENT or recover from the SERVICE PROVIDER by way of deduction from the contribution or otherwise the full amount of the contingency fee.

For the purposes of this section,

“contingency fee” means any payment or other compensation that is contingent upon or is calculated upon the basis of a degree of success in soliciting or obtaining this AGREEMENT or negotiating the whole or any part of its TERMS.
"employee" means a person with whom the SERVICE PROVIDER has an employer/employee relationship;

"person" includes an individual or group of individuals, a corporation, a partnership, an organization, an association and, without restricting the generality of the foregoing, includes any individual who is required to file a return with the registrar pursuant to the Lobbyist Registration Act SNL 2004, c.L-24.1 (as amended).