May 13, 2016

Dear [Redacted]

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, 2015 [Our File #: AES/015/2016]

On April 18, 2016 the Department of Advanced Education and Skills received your request for access to the following records/information:

All records and information relating to the total annual budgets for Waypoints, including any extra-budgetary items, budget over-runs, and pilot programs for each of 2013, 2014 and 2015.

Please note that the Department of Advanced Education and Skills does not fully fund this organization. The responsive material held by this Department and provided pertains to the six contracts with the organization during the request time period.

I am pleased to inform you that your request for access to this information has been granted in part and the responsive records are enclosed. Access to the remaining records, and/or information contained within the records, has been refused in accordance with the following exception 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.

In accordance with your request for a copy of the records, the documents are enclosed.

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.

Please note that the table provided in front of the attached documents provides a summary of the approved budget amounts for each of the six projects. Detailed information is provided in the remainder of the documents.
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

Enclosure
# AES/015/2016

## Waypoints Annual Budgets

Department of Advanced Education and Skills

<table>
<thead>
<tr>
<th>See pages</th>
<th>2015-16</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-17</td>
<td>Canada Job Grant</td>
</tr>
<tr>
<td>18-46</td>
<td>Service Agreement for Youth and Students</td>
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<tr>
<td>47-66</td>
<td>Student Summer Employment Program</td>
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<td>67-74</td>
<td>Student Summer Employment Program</td>
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<tr>
<td>75-81</td>
<td>Youth/ Student Service Agreement</td>
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</tbody>
</table>

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<th>See pages</th>
<th>2012-13 and 2013-14</th>
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<tbody>
<tr>
<td>82-88</td>
<td>Youth/ Student Service Agreement</td>
</tr>
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</table>
Canada-NL Job Grant

BETWEEN:

Advanced Education and Skills

(hereinafter referred to as the PROVINCE)

AND

WAYPOINTS INC

(hereinafter referred to as the SERVICE PROVIDER)

RE: Advanced Leadership Program/Gardiner Centre

The PROVINCE has agreed to contribute $6,403.33 to the SERVICE PROVIDER to support the PROJECT entitled Advanced Leadership Program/Gardiner Centre, hereinafter referred to as the "PROJECT", under the Canada-NL Job Grant program, on the terms and conditions set out in this AGREEMENT.

Articles:

1. **PROJECT**

   Application for funding support for Waypoints employee, [REDACTED], to attend the Advanced Leadership Program at the MUN Gardiner Centre.

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 October 14, 2015 and expires on February 02, 2016 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.
Schedule A - AGREEMENT PARTIES

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

SERVICE PROVIDER:
AGREEMENT Name: Advanced Leadership Program/Gardiner Centre
AGREEMENT Holder: WAYPOINTS INC
Address: PO Box 632, Station C
         St John's, Newfoundland Labrador
         A1C 5K8, Canada
Phone: (709) 368-6390

PROVINCE:
Agency: Advanced Education and Skills
Area: Employment and Training Division
Office Location: Mount Pearl
Address: 1170 Topsail Road
         P.O. Box 8700
         Mount Pearl, Newfoundland Labrador
         A1B 4J6, Canada
Phone: (800) 563-6600
Fax: (709) 729-6742
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: Canada-NL Job Grant

PROGRAM Website: http://www.aes.gov.nl.ca/foremployers/canada_nl_job_grant.html

Description / Objectives: This program is designed to increase labour force participation and help develop the skills necessary to find and keep meaningful long-term employment and encourage continued employer involvement in training to ensure skills are aligned to job opportunities. These grants to employers will support training programs of up to a year in duration and be delivered by a third party recognized by the province.
Schedule C - AGREEMENT Details

Description:
Following is a summary of the AGREEMENT details.

AGREEMENT Start Date: Oct 14, 2015
AGREEMENT End Date: Feb 2, 2016
AGREEMENT Duration: 16 week(s)
AGREEMENT Description: Application for funding support for Waypoints employee.to attend the Advanced Leadership Program at the MUN Gardiner Centre.
AGREEMENT Amount: $6,403.33
Expected # of PROJECT PARTICIPANTS: 1
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:
SkillEnhancement-JobSpecific

Start Date:  Oct 14, 2015
End Date:  Feb 2, 2016

Location:
Business Administration Building, MUN, St John's NL A1C 5K8

Expected Cost:

Total Number of Expected PARTICIPANTS:  1
Expected Number Employed:  0

Activity Description:
[redacted] will be enrolled in the Advanced Leadership Program at the Gardiner Centre. [redacted] will complete four modules over the course of 15 days between Oct 14, 2015 and February 2, 2016.

Expected Results:
[redacted] has just attended the information session on the Advanced Leadership program held on August 26th, 2015 and has confirmed the value which this program will add to [redacted] skill set and ultimately to the Waypoints organization. As [redacted] at Waypoints, the Advanced Leadership program will hone [redacted] skills as a leader and prepare [redacted] for further leadership opportunities in the organization. As a rapidly growing not for profit organization, offering this program to [redacted] is a step towards ensuring that Waypoints has well trained, professional staff who are able to adapt to the changing dynamics and challenges facing not for profit organizations. It will ensure we have staff who have the necessary skills to navigate ever changing environments and expectations. Ultimately it will help [redacted] do [redacted] job better, to lead others in the organization and share [redacted] expertise, modeling positive leadership qualities to others.

Reporting Requirements:
The Service Provider will provide:
- Copy of all receipts for the training program
- Copy of any/all progress reports and completion certificate
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>Participant Program Delivery</td>
<td></td>
</tr>
<tr>
<td>Participant</td>
<td></td>
</tr>
<tr>
<td>Tuition</td>
<td>$6,403.33</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Course Equipment</td>
<td>$0.00</td>
</tr>
<tr>
<td>Course Required Medical</td>
<td>$0.00</td>
</tr>
<tr>
<td>Registration</td>
<td>$0.00</td>
</tr>
<tr>
<td>Text Books</td>
<td>$0.00</td>
</tr>
<tr>
<td>Course Clothing</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$6,403.33</td>
</tr>
<tr>
<td>Group Total</td>
<td>$6,403.33</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$6,403.33</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>Nov 20, 2015</td>
<td>Due</td>
<td>Due</td>
<td>✓</td>
</tr>
<tr>
<td>Feb 10, 2016</td>
<td>Due</td>
<td>Due</td>
<td></td>
</tr>
<tr>
<td>Mar 20, 2016</td>
<td></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>Business Administration Building</td>
<td>(709) 864-8965</td>
<td></td>
</tr>
<tr>
<td>MUN</td>
<td></td>
<td></td>
</tr>
<tr>
<td>St John's, Newfoundland Labrador</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1C 5K8, Canada</td>
<td></td>
<td></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. Amount Owning

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 any 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 been reduced, 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

7.1 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.

7.2 No member of the House of Assembly shall be admitted to any share or part of this AGREEMENT or to any benefit to arise therefrom.

7.3 It is a term of this AGREEMENT that no individual, for whom the post-employment provisions of the Conflict of Interest Act, 1995 SML 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 moneys received under this AGREEMENT and that, without limiting the generality of the foregoing, expenditure 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, 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.

Schedule 1 - General Terms and Conditions

Production Date: Tuesday, 10 November 2015 02:47:10 PM

AGREEMENT: Page 12 of 17
16. Confidentiality

All information, data, documents and material 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 to 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 contributions 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 the 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 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 insolvency;

(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 continuation 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. Obligations Following Expiry/Termination

Schedule I - General Terms and Conditions

Production Date: Tuesday, 10 November 2015 02:47:10 PM
Advanced Education and Skills
Employment and Training Division

AGREEMENT ID: 152456

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, part of 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 25, 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: Tuesday, 10 November 2015 02:47:10 PM

Schedule: Page 5 of 7
AGREEMENT: Page 15 of 17
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
A 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.

Schedule I - General Terms and Conditions
Production Date: Tuesday, 10 November 2015 02:47:10 PM

Schedule: Page 6 of 7
AGREEMENT: Page 16 of 17
"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 Tobacconist Registration Act S/NL2001, c. 24.1 (as amended)
Service Agreements for Youth and Students

BETWEEN:

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

AND:

WAYPOINTS INC
(hereinafter referred to as the SERVICE PROVIDER)

RE: Waypoints Employment and Outreach Services

The PROVINCE has agreed to contribute $80,000.00 to the SERVICE PROVIDER to support the PROJECT entitled Waypoints Employment and Outreach Services, hereinafter referred to as the "PROJECT", under the Service Agreements for Youth and Students program, on the terms and conditions set out in this AGREEMENT.

Articles:

1. PROJECT

"Building Relationships and Being there" There are no better words to use to describe the approach we take at Waypoints in assisting our clients overcome barriers to employment and success. Relationships with clients are essential. Having youth realize that staff are available to them during and beyond 'projects" provides that support mechanism which is essential to long term success. At Waypoints Employment and Outreach Services, we bring together a combination of government, business and community supports to advocate for and support youth facing barriers. These barriers can come in the form of learning disabilities and/or lack of education, low income, homelessness, addictions, mental health issues, low self-esteem, a criminal record, or any of a variety of life circumstances that prevent an individual from positive outcomes. Whatever challenges an individual may face, having professional staff available to provide positive support and feedback is essential. This is what our organization has built its reputation on. A reputation of empowering clients to take full control of their destiny, full control of all decision making and ultimately take full acknowledgment of their own success.

In this proposal, Waypoints will present our ongoing plan to continue to provide support services to youth with a goal of connecting clients to school and employment. Specifically, we will present our plan to meet the goals of the Service Agreements for Youth and Students Fund (SAYS) by:

- strategically supporting young people and students in their pursuit of post-secondary education and employment opportunities;

- enhancing career opportunities and priority youth and student related programs and services;

- supporting at-risk youth and students in their transition to post-secondary and employment.
This proposal requests continued funding support to support ongoing interventions in the lives of at-risk youth identified as having barriers to employment.

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, 2015 and expires on March 31, 2016 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.
Newfoundland
Labrador
Advanced Education and Skills
Employment and Training Division

For the PROVINCE

[Signature]
Name (please print)
Position (please print)

Date: 30/8/15

For the SERVICE PROVIDER

Rick Kelly
Name (please print)
Position (please print)

Date: July 7/2015

Second Signature for the SERVICE PROVIDER (if required)

Hugo McCarthy
Name (please print)
Position (please print)

Date: July 7/2015

Production Date: Monday, 06 July 2015 02:46:49 PM

AGREEMENT ID: 130952
AGREEMENT: Page 4 of 29
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>Waypoints Employment and Outreach Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGREEMENT Holder:</td>
<td>WAYPOINTS INC</td>
</tr>
<tr>
<td>Address:</td>
<td>PO Box 632, Station C</td>
</tr>
<tr>
<td></td>
<td>St John's, Newfoundland Labrador</td>
</tr>
<tr>
<td></td>
<td>A1C 5K8, Canada</td>
</tr>
<tr>
<td>Phone:</td>
<td>(709) 368-6390</td>
</tr>
</tbody>
</table>

PROVINCE:

<table>
<thead>
<tr>
<th>Agency:</th>
<th>Advanced Education and Skills</th>
</tr>
</thead>
<tbody>
<tr>
<td>Area:</td>
<td>Employment and Training Division</td>
</tr>
<tr>
<td>Office Location:</td>
<td>Employment and Training Division</td>
</tr>
<tr>
<td>Address:</td>
<td>3rd Floor, West Block</td>
</tr>
<tr>
<td></td>
<td>Confederation Building, PO Box 8700</td>
</tr>
<tr>
<td></td>
<td>St. John's, Newfoundland Labrador</td>
</tr>
<tr>
<td></td>
<td>A1B 4J6, Canada, Canada</td>
</tr>
<tr>
<td>Phone:</td>
<td>(800) 563-6600</td>
</tr>
<tr>
<td>Fax:</td>
<td>(709) 729-5712</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: Service Agreements for Youth and Students
PROGRAM Website: http://www.aes.gov.nl.ca/students/says.html
Description / Objectives: The Department of Advanced Education and Skills collaborates with Community Agencies and Post-Secondary Institutions to deliver supports and Initiatives to help transition youth and students to and through post-Secondary education and into employment.
Schedule C - AGREEMENT Details

Description:
Following is a summary of the AGREEMENT details.

AGREEMENT Start Date: Apr 1, 2015
AGREEMENT End Date: Mar 31, 2016
AGREEMENT Duration: 52 week(s) 2 day(s)

"Building Relationships and Being there" There are no better words to use to describe the approach we take at Waypoints in assisting our clients overcome barriers to employment and success. Relationships with clients are essential. Having youth realize that staff are available to them during and beyond "projects" provides that support mechanism which is essential to long term success. At Waypoints Employment and Outreach Services, we bring together a combination of government, business and community supports to advocate for and support youth facing barriers. These barriers can come in the form of learning disabilities and/or lack of education, low income, homelessness, addictions, mental health issues, low self-esteem, a criminal record, or any of a variety of life circumstances that prevent an individual from positive outcomes. Whatever challenges an individual may face, having professional staff available to provide positive support and feedback is essential. This is what our organization has built its reputation on. A reputation of empowering clients to take full control of their destiny, full control of all decision making and ultimately take full acknowledgment of their own success.

In this proposal, Waypoints will present our ongoing plan to continue to provide support services to youth with a goal of connecting clients to school and employment. Specifically, we will present our plan to meet the goals of the Service Agreements for Youth and Students Fund (SAYS) by:

- strategically supporting young people and students in their pursuit of post-secondary education and employment opportunities;
- enhancing career opportunities and priority youth and student related programs and services;
- supporting at-risk youth and students in their transition to post-secondary and employment.

This proposal requests continued funding support to support ongoing interventions in lives of at risk youth identified as having barriers to employment.

Schedule C - AGREEMENT Details
Production Date: Monday, 06 July 2015 02:46:49 PM

Schedule: Page 1 of 2
AGREEMENT: Page 7 of 29
AGREEMENT

AGREEMENT Amount: $80,000.00
Expected # of PROJECT PARTICIPANTS: 60
Service Language: English
Correspondence Language: English
Legacy Agreement #: Waypoints Employment and Outreach Services
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>JobSearch-GroupWorkshops</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date:</td>
<td>Apr 1, 2015</td>
</tr>
<tr>
<td>End Date:</td>
<td>Mar 31, 2016</td>
</tr>
<tr>
<td>Location:</td>
<td>23 Rowan Street, St John's NL A1C 5K8</td>
</tr>
<tr>
<td>Total Number of Expected PARTICIPANTS:</td>
<td>50</td>
</tr>
<tr>
<td>Activity Description:</td>
<td></td>
</tr>
<tr>
<td>Clients will work with the Career Development Specialist which may include some or all of the following:</td>
<td></td>
</tr>
<tr>
<td>-individual coaching session to enhance job search</td>
<td></td>
</tr>
<tr>
<td>-resume writing; interview skills; search strategies; networking techniques</td>
<td></td>
</tr>
</tbody>
</table>

Waypoints has developed a youth friendly workshop series called "Getting to Work" which includes four half day workshops as follows:

1. Resume Writing/Cover Letter
2. Job Search Skills
3. Interview Skills
4. Workplace Safety Skills (Includes WHIMIS Certificate)

Where possible, all clients will complete this series prior to engaging with an employer for employment. In some cases, group sessions can be a challenge for clients and in these situations, individualized sessions will be available.

This intervention will include the ten participants in Youth Are Working 2015 as well as an estimated 40 outreach clients for a total of 50 clients.

Expected Results:
As a result of this intervention, 50 clients will have improved their chances to be engaged in the workforce. They will have an updated resume, and be more knowledgeable on the skills required to find and apply for jobs. They will also be more confident in their abilities, have higher self esteem and be more successful at job interviews.
a result of gaining these skills, they will be successful in obtaining work and in maintaining the position with the employer.

Reporting Requirements:
Quarterly activity and financial reports due on the following dates (July 10; October 10; January 10, 2016) with the following information:

(a) Information on clients completing and/or leaving the program.
Additional Reporting Requirements include:
- # of individuals accessing each program/service
- Outline of programs/services offered
- Progress reports on Participants in accordance to program objectives
- Client consent form for sharing of information
- Number employment
- Results from any reporting systems (i.e. ERS)
- Financial statement (current and projected next quarter)

(b) Provide to the Department of Advanced Education and Skills aggregate information clients completing and/or leaving the program.

2. Service Provider will provide a Final Report on April 10, 2016 with the above noted information as well as overall program results, any program design changes or delivery process and a detailed budget breakdown (expenditures for project duration).
Activity Type: SkillEnhancement-EssentialSkills
Start Date: Apr 1, 2015   End Date: Mar 31, 2016
Location: 23 Rowan Street, St John's NL A1C 5K8
Total Number of Expected PARTICIPANTS: 10

Activity Description:
During the Youth Are Working Skills Link project, the 10 participants complete the Test of Workplace Essential Skills (TOWES)
TOWES is an effective assessment that accurately measures three Essential Skills needed for safe and productive employment: Reading Text, Document Use, and Numeracy.
TOWES is significantly different from other skills assessments as test takers must assume the role of a worker and use information imbedded in authentic documents to solve real workplace problems. Some of the documents that you might find in a TOWES test include catalogs, order forms, labels, and schematics. TOWES tests measure reading text, document use and numeracy on a scale that has been linked to the same measurement framework used in IALS (International Adult Literacy Survey). TOWES has been proven to be psychometrically valid and unbiased.

The Career Development Specialist at Waypoints is trained in administering all aspects of the TOWES test as well as delivering Essential Skills Curriculum aimed at improving clients essential skills at work.

Expected Results:
Ten participants in the Youth Are Working project will receive TOWES results and be given their scores in relation to three essential skill areas; Reading Text, Document Use and Numeracy. With these results, they can set goals to improve their scores by completing work with the Essential Skills curriculum.

Reporting Requirements:
Quarterly activity and financial reports due on the following dates (July 10; October 10; January 10, 2016) with the following information:

(a) Information on clients completing and/or leaving the program.
Additional Reporting Requirements include:
- # of individuals accessing each program/service
- Outline of programs/services offered
- Progress reports on participants in accordance to program objectives
- Client consent form for sharing of information
- Number employment
- Results from any reporting systems (i.e. ERS)
- Financial statement (current and projected next quarter)
(b) Provide to the Department of Advanced Education and Skills aggregate information clients completing and/or leaving the program.

2. Service Provider will provide a Final Report on April 10, 2016 with the above noted information as well as overall program results, any program design changes or delivery process and a detailed budget breakdown (expenditures for project duration).
Activity Type: Assessment

Start Date: Apr 1, 2015   End Date: Mar 31, 2016

Location:
23 Rowan Street, St John's NL A1C 5K9

Total Number of Expected PARTICIPANTS: 50

Activity Description:
Referrals will be accepted from AES staff, Community Agencies, and from individuals themselves. Upon receiving a referral from an outside source or a self referral, clients will complete a standard needs assessment to determine interventions required and or referral to other support services. Assessments will include:

Waypoints Intake Assessment: this is a standard intake needs assessment to be completed by all persons seeking services at the Employment and Outreach Services office. The assessment determines if the programs offered at Waypoints can meet client's immediate or long term needs.

Employment Readiness Scale (ERS): The ERS is an assessment tool designed to assess clients' strengths and challenges in relation to becoming successfully employed, identify the types of assistance that would most helpful, measure changes as a result of interventions, and predict employment outcome. Pre and post testing is completed with clients to measure progress after implementation of employment interventions.

Barriers to Success Inventory (BES): This best-selling assessment gives individuals a quick and easy way to identify the hurdles and obstacles that stand in the way of their job success. Though it takes only 20 to 30 minutes to complete, this powerful Inventory not only helps people conduct a more effective job search, it helps them be more successful on the job as well.

Expected Results:
Clients will be added to Waypoints data management system, (Accountability and Resource Management System (ARMS) upon completion of an intake needs assessment.

Reporting Requirements:
Quarterly activity and financial reports due on the following dates (July 10; October 10; January 10, 2016) with the following information:

(a) Information on clients completing and/or leaving the program.

Additional Reporting Requirements Include:
- # of individuals accessing each program/service
- Outline of programs/services offered
- Progress reports on Participants in accordance to program objectives
- Client consent form for sharing of information
- Number employment
- Results from any reporting systems (i.e. ERS)
- Financial statement (current and projected next quarter)

(b) Provide to the Department of Advanced Education and Skills aggregate information clients completing and/or leaving the program.

2. Service Provider will provide a Final Report on April 10, 2016 with the above noted information as well as overall program results, any program design changes or delivery process and a detailed budget breakdown (expenditures for project duration).
Activity Type:
SkillEnhancement-EssentialSkills-GeneralLiteracy-Tutoring

Start Date:  End Date:
Apr 1, 2015  Mar 31, 2016

Location:
23 Rowan Street, St John's NL A1C 5K8

Total Number of Expected PARTICIPANTS:
10

Activity Description:
The Transitional Learning program has been a part of all Youth Are Working projects since 2006. Funding from SAYS will support this component of the program in which participants earn five high school credits each for CO-OP 1100, CO-OP 3220 and Career Development 2201. This re-introduction to learning intervention has proven very successful at convincing clients that a return to school is the best option after the Skills Link project ends. Having been now re-exposed to textbook learning, most youth see school and education in a new light, one in which they now are more confident of success. This has ultimately become a major component and contributed to the overall success for the clients of previous Youth Are Working Skills Link projects. We have many success stories and none better than a recent client who

Waypoints will continue with the concept of transitional learning with ten new participants who are accepted in the 2015 version of Youth Are Working. Gonzaga High School will also continue its partnership for which youth in our project earn five high school credits each for CO-OP 1100, CO-OP 3220 and Career Development 2201. Gonzaga High School will act in an advisory and approval capacity for the awarding of credits to youth who meet the outcomes of the career development courses. This component is fully endorsed by the Department of Education. Funding from SAYS supports the professional fees associated with hiring a certified teacher to carry out the 120 hours of required curriculum along with program resources.

Expected Results:
Ten participants associated with the Youth Are Working Skills Link project will earn five high school credits each upon completion of required curriculum.

Reporting Requirements:
Number of individuals commenced and completed activity
Outcomes
Activity Type:
Skill Enhancement - Pre Employment

Start Date: Aprl. 2015
End Date: Mar 31, 2016

Location:
23 Rowan Street, St John's NL A1C SK8

Total Number of Expected PARTICIPANTS:
10

Activity Description:
Waypoints has signed a five year agreement in October 2014 with Public Safety Canada to deliver a new project called the Leadership and Resiliency Program NL (LRPNL). The program will target junior/senior high school students (ages 14-19) and address issues related to aggressive and/or violent behaviors/bullying; high absenteeism, multiple disciplinary actions and/or low grades; and substance abuse and/or addiction. Students will receive three primary interventions:

- The Resiliency Workshops component has LRP staff in schools working collaboratively with school personnel on a weekly basis with a goal of assisting the target students overcome challenges to success through the provision of leadership style workshops.
- The Community/Service Learning component will see students learn valuable life skills and increase their identification with positive role models. It will help build student's self-esteem, increase their empathy for others, help develop leadership skills and the community will benefit from their gift of volunteerism.
- The Alternative/Adventure component will provide participants with positive risk-taking experiences, thereby further developing coping skills, the ability to face challenges, and building effective decision making and conflict management skills. Activities will involve students engaged in group outdoor activities such as kayaking, running obstacle courses, ziplining, wilderness survival, hiking, mountain biking, and skiing.

In relation to this contract with SAYS, the Career Development Specialist will provide employment related services such as resume building, interview skills and job search to some students in this program who are 16-19 years of age. The Career Specialist will work with program staff to link job age youth to summer employment opportunities. A $5000.00 fund is budgeted in the LRPNL for a wage subsidy incentive. We estimate 10 youth in year one of the program will avail of support from the Career Specialist.

Expected Results:
10 participants of the LRPNL in 2015-16 will gain meaningful summer employment and ultimately become connected to the labour force resulting in a more lifestyle. Efforts will be made to have students acquire positions in which they will have the opportunity to continue as part-time employees when the school year resumes.

Reporting Requirements:
Quarterly activity and financial reports due on the following dates (July 10; October 10; January 10, 2016) with the following information:

(a) Information on clients completing and/or leaving the program.

Additional Reporting Requirements Include:
- # of individuals accessing each program/service
- Outline of programs/services offered
- Progress reports on Participants in accordance to program objectives
- Client consent form for sharing of information
- Number employment
- Results from any reporting systems (i.e., ERS)
- Financial statement (current and projected next quarter)

(b) Provide to the Department of Advanced Education and Skills aggregate information clients completing and/or leaving the program.

2. Service Provider will provide a Final Report on April 10, 2016 with the above noted information as well as overall program results, any program design changes or delivery process and a detailed budget breakdown (expenditures for project duration).
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>Program</td>
<td></td>
</tr>
<tr>
<td>Overall</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>Salaries and Benefits</td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>MERC</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Group Total</td>
<td>$80,000.00</td>
</tr>
<tr>
<td>Participant Program Delivery</td>
<td></td>
</tr>
<tr>
<td>Participant</td>
<td></td>
</tr>
<tr>
<td>Wages</td>
<td>$0.00</td>
</tr>
<tr>
<td>MERC</td>
<td>$0.00</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Stipends</td>
<td>$0.00</td>
</tr>
<tr>
<td>Special Events</td>
<td>$0.00</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$0.00</td>
</tr>
<tr>
<td>Group Total</td>
<td>$0.00</td>
</tr>
<tr>
<td>Operational</td>
<td></td>
</tr>
<tr>
<td>Standard</td>
<td></td>
</tr>
<tr>
<td>Staff Training &amp; Development</td>
<td>$0.00</td>
</tr>
<tr>
<td>Facility Lease\Rent</td>
<td>$0.00</td>
</tr>
</tbody>
</table>
## Newfoundland
Labrador

Advanced Education and Skills
Employment and Training Division

<table>
<thead>
<tr>
<th>Category</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertising &amp; Promotion</td>
<td>$0.00</td>
</tr>
<tr>
<td>Office Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Resource Materials</td>
<td>$0.00</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td>$0.00</td>
</tr>
<tr>
<td>Travel</td>
<td>$0.00</td>
</tr>
<tr>
<td>Other Operational Costs</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td>Exceptional</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>Utilities</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Group Total</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td>Administrative</td>
<td></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>$0.00</td>
</tr>
<tr>
<td><strong>Group Total</strong></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Grand Total</strong></td>
<td><strong>$80,000.00</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.

<table>
<thead>
<tr>
<th>Date</th>
<th>Activity Report</th>
<th>Financial Report</th>
<th>Payment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apr 6, 2015</td>
<td>Due</td>
<td>Due</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>Jul 10, 2015</td>
<td>Due</td>
<td>Due</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Jul 20, 2015</td>
<td>Due</td>
<td>Due</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Oct 10, 2015</td>
<td>Due</td>
<td>Due</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Oct 20, 2015</td>
<td>Due</td>
<td>Due</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Jan 10, 2016</td>
<td>Due</td>
<td>Due</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Mar 20, 2016</td>
<td>Due</td>
<td>Due</td>
<td></td>
</tr>
<tr>
<td>Apr 10, 2016</td>
<td>Due</td>
<td>Due</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>23 Rowan Street</td>
<td>(709) 738-3392</td>
<td>(709) 738-8755</td>
</tr>
<tr>
<td>St John's, Newfoundland Labrador</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1C SK8, Canada</td>
<td></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: 60

<table>
<thead>
<tr>
<th>Expected number of PROJECT PARTICIPANTS by Participant Group</th>
</tr>
</thead>
<tbody>
<tr>
<td>Female</td>
</tr>
<tr>
<td>Income Support Recipient</td>
</tr>
<tr>
<td>Male</td>
</tr>
<tr>
<td>Youth</td>
</tr>
<tr>
<td>Youth at Risk</td>
</tr>
<tr>
<td>Youth with employment barriers</td>
</tr>
</tbody>
</table>
Schedule I - General Terms and Conditions

2. 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 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 benefit therefrom.
   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. 1995, c.C-30.3 (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

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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 12.1 shall apply.

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."

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.

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.

Nepotism

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 favorable by reason of membership in the immediate family of the SERVICE PROVIDER or principal of the SERVICE PROVIDER.

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, grandfather, 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.

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 the AGREEMENT or other lawful requirements, 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 18.1, "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. Capacity
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 its employee, servants, agents, 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.

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23.1 The SERVICE PROVIDER shall purchase and maintain in full force during the TERM, insurance 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 ten (10) 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, mistake, omission or delay on the part of the SERVICE PROVIDER or its employees, officers, contractors or agents in connection with anything performed 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 insolvency;

(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 25.1(a), (b), (c), (d) or (e) has occurred; or

(b) an Event of Default specified in paragraph 25.1(e) or 25.1(f) has occurred; and

(i) has not been remedied within 30 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 25.1, 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 29.1:

(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. Obligations Following Expire/Termination

Schedule I - General Terms and Conditions

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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 any 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 thirty (30) days notice to the SERVICE PROVIDER and the provisions of section 16.3 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 at 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 extent and meaning of this AGREEMENT.

38. PROVINCE's Representative
All references to 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 to 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 those risks relating to the environment.

44. Lobbyist's Registration and Lobbyist's Contingency Fee
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 SI 2004, c. 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 if in default of the obligations contained therein, the PROVINCE may either terminate this AGREEMENT under the 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;

Schedule I - General Terms and Conditions
Production Date: Monday, 06 July 2015 02:46:36 AM

Schedule: Page 6 of 7

AGREEMENT: Page 28 of 29
"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 (N.L.), c.1-74.3 (as amended).
Advanced Education and Skills
Employment and Training Division

Student Summer Employment-Post Secondary

BETWEEN:

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

AND

WAYPOINTS INC
(hereinafter referred to as the SERVICE PROVIDER)

RE: Student Employment: Landscape Labourer Position - Waypoints Inc.
The PROVINCE has agreed to contribute $3,300.50 to the SERVICE PROVIDER to support the PROJECT entitled Student Employment: Landscape Labourer Position - Waypoints Inc., hereinafter referred to as the "PROJECT", under the Student Summer Employment-Post Secondary Component program, on the terms and conditions set out in this AGREEMENT.

Articles:

1. PROJECT

Waypoints will hire (1) one post secondary student to complete grounds keeping tasks at its Therapeutic Wilderness Camp for Youth located on the Salmonier Line. This student will work as part of a team with other staff in a variety of landscaping activities, all of which are focused on beautifying and creating a unique physical environment at the camp. These activities may include care for established lawns by mulching, aeration, weeding, grubbing, removing thatch, or trimming or edging around flower beds, walks, or walls. Use hand tools, such as shovels, rakes, pruning saws, saws, hedge or brush trimmers, or axes. Prune or trim trees, shrubs, or hedges, using shears, pruners, or chain saws. Gather and remove litter. Maintain tools, equipment, or structures, such as buildings, greenhouses, fences, or benches, using hand or power tools. Water lawns, trees, or plants, using portable sprinkler systems, hoses, or watering cans. Follow planned landscaping designs to determine where to lay sod, sow grass, or plant flowers or foliage. Plant seeds, bulbs, foliage, flowering plants, grass, ground covers, trees, or shrubs and apply mulch for protection, using gardening tools. Decorate gardens with stones or plants. Haul or spread topsoil or spread straw over seeded soil to hold soil in place. Plan or cultivate lawns or gardens. Dig post holes for fences and signage. Clear brush and material during trail development. Assist in construction of all infrastructure for camp.

THE POSITION FUNDED UNDER THIS PROGRAM WILL NOT BE FUNDED PAST SEPTEMBER 6, 2015 AND EMPLOYMENT BEYOND THIS POINT WILL NOT RECEIVE REIMBURSEMENT FROM THE DEPARTMENT OF ADVANCED EDUCATION AND SKILLS.

FINAL PAYMENT WILL BE DISBURSED UPON RECEIPT OF WAGE CLAIM FORM AND COPY OF STUDENT
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 June 08, 2015 and expires on November 30, 2015 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

Marlene Petta
Name (please print)

Agreement Manager 
Position (please print)

July 07, 2015
Signature

Date

For the SERVICE PROVIDER

Rick Kelly
Name (please print)

Executive Director
Position (please print)

July 6, 2015

Second Signature for the SERVICE PROVIDER (if required)

Hugo McCarthy
Name (please print)

Project Manager
Position (please print)

July 6, 2015

Date

Production Date: Saturday, 04 July 2015 10:51 AM

AGREEMENT ID: 140878

Page 4 of 10
Schedule A - AGREEMENT PARTIES

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

SERVICE PROVIDER:
AGREEMENT Name: Student Employment: Landscape Labourer Position - Waypoints Inc.
AGREEMENT Holder: WAYPOINTS INC
Address:
PO Box 632, Station C
St John’s, Newfoundland Labrador
A1C 5K8, Canada
Phone: (709) 368-6390

PROVINCE:
Agency: Advanced Education and Skills
Area: Employment and Training Division
Office Location: Carbonear
Address:
17 Industrial Crescent
Carbonear, Newfoundland Labrador
A1V 1A5, Canada
Phone: (800) 563-6600
Fax: (709) 945-3073
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:
Student Summer Employment-Post Secondary Component

PROGRAM Website:
http://www.aes.gov.nl.ca/students/summer_jobs.html

Description / Objectives:
Student Summer Employment provides funding to assist private sector businesses and not-for-profit organizations in creating summer employment for Post Secondary students.

Post-Secondary students hired in this program must be entering or returning to Post-secondary training within the next year and are legally entitled to work in Canada.

The subsidy for Not-for-Profit Organizations approved under this program will be 100% of the current minimum wage plus 15% to help cover the mandatory employment related costs.

The subsidy for Private sector employers shall be $5 per hour up to the maximum total number of hours approved.

All payments required by law are the responsibility of the employer, including Income tax, Employment Insurance, CPP, assessments under the Workplace Health Safety and Compensation Act and holiday pay. Please refer to the Program Guidelines and the Terms and Conditions contained therein for complete details.
**Schedule C - AGREEMENT Details**

### Description:

Following is a summary of the AGREEMENT details.

<table>
<thead>
<tr>
<th>AGREEMENT Start Date:</th>
<th>Jun 8, 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>AGREEMENT End Date:</td>
<td>Nov 30, 2015</td>
</tr>
<tr>
<td>AGREEMENT Duration:</td>
<td>25 week(s) 1 day</td>
</tr>
<tr>
<td>AGREEMENT Description:</td>
<td>Waypoints will hire (1) one post secondary student to complete grounds keeping tasks at its Therapeutic Wilderness Camp for Youth located on the Salmonier Line. This student will work as part of a team with other staff in a variety of landscaping activities, all of which are focused on beautifying and creating a unique physical environment at the camp. These activities may include care for established lawns by mulching, aerating, weeding, grubbing, removing thatch, or trimming or edging around flower beds, walks, or walls. Use hand tools, such as shovels, rakes, pruning saws, saws, hedge or brush trimmers, or axes. Prune or trim trees, shrubs, or hedges, using shears, pruners, or chain saws. Gather and remove litter. Maintain tools, equipment, or structures, such as buildings, greenhouses, fences, or benches, using hand or power tools. Water lawns, trees, or plants, using portable sprinkler systems, hoses, or watering cans. Follow planned landscaping designs to determine where to lay sod, sow grass, or plant flowers or foliage. Plant seeds, bulbs, foliage, flowering plants, grass, ground covers, trees, or shrubs and apply mulch for protection, using gardening tools. Decorate gardens with stones or plants. Haul or spread topsoil or spread straw over seeded soil to hold soil in place. Plan or cultivate lawns or gardens. Dig post holes for fences and signage. Clear brush and material during trail development. Assist in construction of all infrastructure for camp.</td>
</tr>
<tr>
<td>AGREEMENT Amount:</td>
<td>$3,300.50</td>
</tr>
<tr>
<td>Expected # of PROJECT PARTICIPANTS:</td>
<td>1</td>
</tr>
<tr>
<td>Service Language:</td>
<td>English</td>
</tr>
</tbody>
</table>

THE POSITION FUNDED UNDER THIS PROGRAM WILL NOT BE FUNDED PAST SEPTEMBER 6, 2015 AND EMPLOYMENT BEYOND THIS POINT WILL NOT RECEIVE REIMBURSEMENT FROM THE DEPARTMENT OF ADVANCED EDUCATION AND SKILLS.

FINAL PAYMENT WILL BE DISBURSED UPON RECEIPT OF WAGE CLAIM FORM AND COPY OF STUDENT PAYROLL.
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: WorkExperience
Start Date: Jun 8, 2015  
End Date: Jul 31, 2015
Location: All Locations
Expected Cost:

Total Number of Expected PARTICIPANTS: 1
Expected Number Employed: 0

Activity Description:
Name of Position: Landscape and Groundskeeper Labourer.
Mow or edge lawns, using power mowers or edger. Care for established lawns by mulching, aerating, weeding, grubbing, removing thatch, or trimming or edging around flower beds, walks, or walls. Use hand tools, such as shovels, rakes, pruning saws, saws, hedge or brush trimmers, or axes. Prune or trim trees, shrubs, or hedges, using shears, pruners, or chain saws. Gather and remove litter. Maintain tools, equipment, or structures, such as buildings, greenhouses, fences, or benches, using hand or power tools. Spread fertilizers, and lime onto grass, shrubs, or trees, using hand or automatic sprayers or spreaders. Water lawns, trees, or plants, using portable sprinkler systems, hoses, or watering cans. Follow planned landscaping designs to determine where to lay sod, saw grass, or plant flowers or foliage. Plant seeds, bulbs, foliage, flowering plants, grass, ground covers, trees, or shrubs and apply mulch for protection, using gardening tools. Decorate gardens with stones or plants. Haul or spread topsoil or spread straw over seeded soil to hold soil in place. Plan or cultivate lawns or gardens. Dig post holes for fences and signage. Clear brush and material during trail development. Assist in construction of all infrastructure for camp.

Expected Results:
Supervision and Mentoring Plan
Students will be supervised by the Site Superintendent of Waypoints Southwest Pond Adventure Camp. Tasks will be assigned and supervised on a daily basis with students left to complete tasks both independently and with direct supervision. Students will learn many skills while working at Southwest Pond. Students will be involved in decision making and problem solving in terms of deciding various approaches to completing tasks. Their feedback
will be welcomed and as part of a group, will make final plans to complete associated tasks. An example of this would be in trail development. Students will be asked to traverse wilderness land in groups to determine appropriate direction for new trails. Students will gain skills in the use of map and compass and GPS in completing this task. The site superintendent will mentor students and provide support to students and appropriate feedback during the completion of tasks. The opportunity for students during this summer work experience are endless. Waypoints is developing a wilderness camp on over 100 acres of land for disadvantaged children, youth and families. To be involved in the early stages of development provides students with the opportunity to be very creative and to be involved in building and designing such a worthwhile project. Ultimately, students will have gained valuable work experience which will inevitably provide lasting employment skills development and better prepare them for future full time employment opportunities.

Reporting Requirements:

THE POSITION FUNDED UNDER THIS PROGRAM WILL NOT BE FUNDED PAST SEPTEMBER 6, 2015 AND EMPLOYMENT BEYOND THIS POINT WILL NOT RECEIVE REIMBURSEMENT FROM THE DEPARTMENT OF ADVANCED EDUCATION AND SKILLS.

FINAL PAYMENT WILL BE DISBURSED UPON RECEIPT OF WAGE CLAIM FORM AND COPY OF STUDENT PAYROLL.
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>Participant Program Delivery</td>
<td></td>
</tr>
<tr>
<td>Participant</td>
<td></td>
</tr>
<tr>
<td>Wages</td>
<td>$3,300.50</td>
</tr>
<tr>
<td>Subtotal</td>
<td>$3,300.50</td>
</tr>
<tr>
<td>Group Total</td>
<td>$3,300.50</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$3,300.50</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>Jul 20, 2015</td>
<td></td>
<td></td>
<td>$2,475.38</td>
</tr>
<tr>
<td>Nov 20, 2015</td>
<td></td>
<td></td>
<td>$825.12</td>
</tr>
<tr>
<td>Dec 10, 2015</td>
<td>Due</td>
<td>Due</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 632, Station C</td>
<td>(709) 368-6390</td>
<td></td>
</tr>
<tr>
<td>St John's, Newfoundland Labrador</td>
<td></td>
<td></td>
</tr>
<tr>
<td>A1C SK8, Canada</td>
<td></td>
<td></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 debit 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 therefrom.
   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 moneys received under this AGREEMENT and that, without limiting the generality of the foregoing, expanding 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, 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 (4) 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).

For 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.
Advanced Education and Skills
Employment and Training Division

AGREEMENT ID: 14087B

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 said 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: Saturday, 04 July 2015 10:19:51 AM

Schedule: Page 3 of 7
AGREEMENT: Page 16 of 20
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 de ay 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 insolvency; or

(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 statements, 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 this 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 25.2:

(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 ENCLOSING 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 this 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 this 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 26.1 shall apply.

30. Time of 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 be subject 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 electronic 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 minimising 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 SNL2001, 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, SRL2004, c. 24.1 (as amended).
Waypoints Inc.

hugomccarthy @ waypointsnl.ca

Re: 2014-15 Student Summer Employment Program—Post-Secondary Program Not-For-Profit Approval Project 14SP1945

The Department of Advanced Education and Skills is pleased to advise you that your application for the Student Summer Employment Program—Post-Secondary Program has been approved.

Your organization has been approved for 1 position(s) for 8 work weeks at 35 hours per week. The total approved funding is $3220.00 (wages and administrative costs). Once you have recruited the student(s) who meet(s) the requirements listed below, please have the student(s) complete the attached "Student Contact and Consent Form" and return same to this office marlenepetten@gov.nl.ca or fax to 945-3073

Upon receipt of the form(s), your project will be contracted and 75% of the approved funding will be forwarded to your organization. No funds will be issued until the form(s) are returned to the department.

To ensure that this application can be processed in a timely manner, please adhere to the following conditions:

- The position must be posted to: http://www.jobsinnl.ca/ for a minimum period of 3 days.
- You have 14 days to hire the student.
- The student must be returning to, or planning to attend, a post-secondary institution.
- The student must be legally entitled to work in Canada, and not be an immediate family member of the owners or operators of the business.
- If there is a change in the employee's job description or an interruption in the student's employment, this department must be notified immediately.

The final 25% payment will be issued at the end of the program upon receipt of the final wage claim form (attached) and a copy of your payroll records.

If you have any questions or concerns, please reply to this e-mail. Thank you, and looking forward to working in partnership.

Sincerely,

Marlene Petten
Client Services Officer
SECTION 1: ORGANIZATION INFORMATION

Are you applying on behalf of a PRIVATE SECTOR EMPLOYER or a NON-FOR-PROFIT EMPLOYER?

C Private Sector  G Not-For-Profit

If you are applying on behalf of a PRIVATE SECTOR EMPLOYER, you are applying for a wage subsidy to hire a student who will be attending a Post Secondary institution in the upcoming year.

If you are applying on behalf of a NOT-FOR-PROFIT EMPLOYER, you have 3 options and must select the type of student you are applying to hire. If you are applying for both programs, you may be approved for either, neither or both depending on availability of funds. Please select one of the following boxes:

C Option A: POST SECONDARY COMPONENT - EMPLOYER agrees to hire a student who will be attending a Post Secondary institution in the upcoming year.

C Option B: HIGH SCHOOL COMPONENT - Employer agrees to hire a High School student who is currently enrolled in Level I, II or III.

C Option C: Apply for both the POST SECONDARY COMPONENT AND HIGH SCHOOL COMPONENT

Legal Name of Organization: Waypoints Inc.

Common Name of Organization (if different from legal name): 

Please Note: If the Organization is acting on behalf of a Municipality, then the Municipality would be the sponsoring organization (legal name) and the Organization would be noted fully in the Common Name description.

Mailing Address (Street, City, Province, postal code):
P.O. Box 632 St. John's, NL A1C 5KB

Phone (999-9999): 709-738-3392  Fax (999-9999): 709-738-8755

Organization's Email Address: employment@waypointsnl.ca

NOTE: OFFICIAL APPROVAL and other vital information for this program will be sent to the email entered above. Please ensure that the email provided is one that will be monitored.

Region of Activities:  • Avalon  C Central  • Western  • Labrador

Please enter two persons with the organization who may be contacted for information pertaining to this application:

Name (First Name, Last Name): Hugo McCarthy

Business Phone (999-9999): 709-738-3392  Other Phone (999-9999): 709-690-7221  Email: hugomccarthy@waypointsnl.ca
Name (First Name, Last Name) | Business Phone (999-9999) | Other Phone (999-9999) | Email
Rick Kelly | 7093686390 | 7097229377 | rickkelly@waypointsnl.ca

Start-Up Year of Organization (Note: For private sector employers less than one year old, a business plan must be submitted):

<table>
<thead>
<tr>
<th>Start-Up Year</th>
<th>Incorporation Number (if applicable)</th>
<th>Business Number (with CRA)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1978</td>
<td>11417</td>
<td>131842387RT0001</td>
</tr>
</tbody>
</table>

Accountant/Bookkeeper (First Name, Last Name)
Jennifer Kitselman

Phone (999-9999) | Fax (999-9999) | Email
7093686125 | 7093686121 | jenniferkitselman@waypointsnl.ca

If incorporated, is your organization in good standing with the Registry of Companies?  
(Yes)  (No)  (NA)

Do you wish to avail of direct deposit?  
(Yes)  (No)  (NA)  (If yes, and your application is approved financial information will be required)

Do you have Workplace Health, Safety and Compensation coverage?  
(Yes)  (No)

WHSCC Account Number | Number of Employees on Staff
0992982 | 100

Does the organization have Board of Directors Liability Insurance?  
(Yes)  (No)  (NA)

Has the appropriate union concurred with this proposal?  
(Yes)  (No)  (NA)

Are these positions replacing regular employees or employees on lay-off?  
(Yes)  (No)

Is the position(s) already funded under other wage subsidy program(s)?  
(Yes)  (No)
SECTION 2: PLACEMENT DESCRIPTION

Number of positions applied for: 4  maximum 10 positions

Position: Wilderness Camp Labourer and Assistant
Location (Street Address and Community): Waypoints Wilderness Camp Salmonier Line, near Harbour Main Area

Hourly Rate of Pay $: 10.00
Number of Hours Per Week: 35
Requested Number of weeks: B

Duties:
Waypoints is continuing to develop its therapeutic wilderness camp for vulnerable children, youth and families. To date, four camp sites, a beach area, washroom facilities and play areas have been created to make the site accessible and usable for children living in the care of the director of child welfare who will be camping at the site during the summer. The students will be tasked with their own project. Specifically, the goal of this project is to enhance and develop an accessible trail (initial cutting completed) and set up a geocaching course for use by the children during summer camps. Students will have to be physically fit and capable of using a variety of tools in completing the work assigned. Examples of duties: research geocaching courses and create a plan for Southwest Pond, use GPS to mark course, lay hidden caches on site, clear debris and obstacles from trail, use of shovels, rakes, axes, wheelbarrows, lumber to address obstacles on trail. Other required duties.

Position
Location (Street Address and Community)
Hourly Rate of Pay $
Number of Hours Per Week
Requested Number of weeks
Duties

Position
Location (Street Address and Community)
Hourly Rate of Pay $
Number of Hours Per Week
Requested Number of weeks
Duties

Position
Location (Street Address and Community)
Hourly Rate of Pay $
Number of Hours Per Week
Requested Number of weeks
Duties
Will you provide adequate supervision to ensure your student receives the maximum benefit from the placement?
- Yes
- No

Who will supervise the student(s)

<table>
<thead>
<tr>
<th>Name (First Name, Last Name)</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frank Murphy</td>
<td>Site Superintendent</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone (999.9999)</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>7097383392</td>
<td><a href="mailto:frankmurphy@waypoints.nl.ca">frankmurphy@waypoints.nl.ca</a></td>
</tr>
</tbody>
</table>

Describe the supervision that will take place during the placement:

Students will receive regular supervision during placement as well as receive initial training in WHMIS and First Aid prior to commencing work at the site. Students will be assigned tasks to complete and receive ongoing feedback/direction to promote skill development. Most importantly, students will be empowered and truly believe they are part of a team during this project having created something that will provide enriching outdoor wilderness opportunities for other youth for years to come.

Will you provide an orientation to your student, including good Occupational, Health and Safety practices?
- Yes
- No

SECTION 3: DECLARATION

The Organization acknowledges that they have read and agreed to the Terms and Conditions of the program and that, upon approval, the Terms and Conditions and the submitted application on this Form will form part of the Agreement between the Organization and the Department of Advanced Education and Skills.

- Yes
- No

The organization agrees to post the position on the JobinNL.ca website for a minimum of 3 days to ensure equitable access to students seeking employment.

- Yes

SECTION 4: PRIVACY NOTICE

Under the authority of Section 32(c) of the ATIPP Act, information is collected for the purpose of determining eligibility for the Student Summer Employment Program. Information collected is considered confidential and will not be further disclosed without authority.

Please save your completed form and then based on which region you are applying from, please email this form to the appropriate address:

- Avalon Region - AvalonStudentEmployment@gov.nl.ca
- Central Region - CentralStudentEmployment@gov.nl.ca
- Western Region - WesternStudentEmployment@gov.nl.ca
- Labrador Region - LabradorStudentEmployment@gov.nl.ca
STUDENT CONTACT AND CONSENT FORM

Client Consent for Exchange and Release of Information for the
Department of Advanced Education and Skills Student Summer Employment Programs

The Department of Advanced Education and Skills respects your rights for privacy. Personal information on this form is protected by the Access to Information and Protection of Privacy Act (ATIPPA). As stated in the ATIPPA, all clients have the right to access their personal information, have the right to access the personal information that is held within the department, and have the right to request the correction of their personal information if there has been an error or omission.

There are times when we may need to exchange and release your personal information as we plan, provide, and coordinate career, employment, and youth services. The sharing of your personal information relates directly to and is necessary for your participation in the career, employment, and youth services provided by Advanced Education and Skills.

By signing this form, I (print name) give permission for the exchange and release of information with other government departments, agencies, organizations, private sector employers, and researchers.

This information is collected to facilitate the Student Summer Employment Program in accordance with Section 32(c) of ATIPPA as noted above. The protection of this personal information should be directed to the Access and Privacy Coordinator of the Public Body to whom the application is sent. For a listing of coordinators, please see http://www.tbs-sct.gc.ca/secmto-noi/pdf/pdf-eng.pdf.

Note: You may cancel or withdraw this consent at any time by written to your local AES office. This request to withdraw would apply to the future exchange of information.

If you are under the age of 16 or have a trustee or guardian established, a separate trustee or guardian consent is required (see below)

CONSENT TO EXCHANGE AND RELEASE INFORMATION

I (print name) give permission to officers of Advanced Education and Skills to exchange the above personal information regarding me for assessing my eligibility for services, coordinating and providing follow-up services for me, and for program evaluation and research that improves the quality of programs and services offered.

* Parent, Guardian or Trustee Consent

I (print name) give permission to officers of Advanced Education and Skills to exchange and release the above personal information regarding my dependent for the purpose of assessing their eligibility for services, coordinating and providing follow-up services for them, and for program evaluation and research that improves the quality of programs and services offered.

Signed: [Name]

Date: [Date]

Signature of Par., Guardian or Trustee
STUDENT SUMMER EMPLOYMENT PROGRAM

Post-Secondary Component

Employer Declaration

Employer: Waypoints Inc. Project #: 194S

This form must be completed and returned to the appropriate regional office at the fax or email address indicated below on or before May 30, 2014.

We, Waypoints Inc. (Employer), declare that the information submitted via the online application for Student Summer Employment Program to be true and that we will abide by the terms and conditions governing the program.

CERTIFICATION

[Signature]

Date: May 12, 2014

Please fax completed applications to the following numbers based on the region that you are applying from.

Avalon - (709) 946-3073
Central - (709) 535-0285
Western (709) 637-2303 or (709) 695-2302
Labrador (709) 695-5371

Or

Please email a scanned pdf version of this signed document to the appropriate email below depending on which region you are applying from.

Avalon Region - AvalonStudentEmployment@gov.nl.ca
Central Region - CentralStudentEmployment@gov.nl.ca
Western Region - WesternStudentEmployment@gov.nl.ca
Labrador Region - LabradorStudentEmployment@gov.nl.ca
STUDENT SUMMER EMPLOYMENT PROGRAM
Post-Secondary Component
Employer Declaration

Employer: Waypoints Inc.

Project #: 14SP01945

This form must be completed and returned to the appropriate regional office at the fax or email address indicated below upon completion of your project together with your wage claim form and payroll.

We, Waypoints Inc., declare that the information submitted via the online application for Student Summer Employment Program to be true and that we will abide by the terms and conditions governing the program.

CERTIFICATION

Signature (Employer Representative) Date

Please fax completed applications to the following numbers based on the region that you are applying from.

Avalon - (709) 945-3073

Or

Please email a scanned pdf version of this signed document to the appropriate email below depending on which region you are applying from.

Avalon Region - AvalonStudentEmployment@gov.nl.ca

For Office Use Only

Madeline Petten, CLSO
Client Service Manager

Approved: $ 3220.00 Number of Weeks: X
Contracted: $ 3220.00 Number of Weeks: X
Service Agreements for Youth - Proposal Approvals
2013-2014

Organization and Proposal Title: Waypoints – Youth Are Working

Description: Program combines 6 weeks of employment preparation curriculum and professional development workshops, a 32-week work placement, once-per-week group sessions on high school credit and ABE courses and a final 2 weeks in further career enhancement sessions. The program targets youth at risk ages 17-29 facing employment barriers in the St. John’s region.

Recommended Approval Amount: $80,000

Reviewed by: 
Walt Mavin
Director (A), Employment and Training Programs

Recommended by: 
Denise Hogan
ADM, Workforce Development and Immigration

March 26, 2014

Program delivered 2014-15
This Agreement made in duplicate

BETWEEN Her Majesty in Right of NEWFOUNDLAND AND LABRADOR (hereinafter called "the Province") as represented by the Minister Responsible for Advanced Education and Skills (hereinafter referred to as "the Minister") of the one part;

AND Waypoints – Youth Are Working Program (hereinafter referred to as the "Service Provider") of the second part;

AND both hereinafter referred to as "THE PARTIES"

Whereas the Province gives the highest priority to the integration of the unemployed into the workforce and is committed to providing high quality, effective and efficient labour market programs and services to the people of Newfoundland and Labrador;

Whereas the Province implements certain scarce labour market programming measures designed to provide the unemployed with career planning and the skills, training and/or work experience needed to prepare for, attain and retain employment;

Whereas the goal of this Agreement is to provide for contributions to the Service Provider to support programming measures which will enhance the participation of the unemployed in the labour market by helping them to prepare for, attain and retain employment;

NOW THEREFORE the Parties hereto mutually covenant and agree as follows:

10 PROGRAMMING MEASURES

1.1 Programming measures include the provision, implementation, delivery, administration and/or monitoring of any program and/or service authorized by the Minister designed to provide the unemployed with career planning and the skills, training and/or work experience needed to prepare for, attain and retain employment. In this Agreement, the Service Provider agrees to provide, implement, deliver, administer and/or monitor such programming measures as appropriate and in a manner as set forth in Schedule "A" attached to this Agreement.

1.2 Unless permitted in Schedule "A" of this Agreement, the Service Provider agrees not to subcontract any aspect of these programming measures without the prior written approval of the Minister.

1.3 Should subcontracting be permitted in accordance with Section 1.2, the owner or agent of any sub-contracted employer or agency shall not be an immediate family member of the owner or agent of the Service Provider without the prior written approval of the Minister. For the purposes of this Section, immediate family member means father, mother (including step- and foster parents), brother, sister, spouse, common law partner, child, stepchild, ward of father mother in law brother sister-in law, or other relative permanently residing with the owner or agent of the Service Provider.

1.4 The Service Provider agrees to dedicate all such personnel and resources as shall be reasonable and prudent to carry out the agreed upon programming measures as referenced in Schedule "A" in the most efficient fashion possible, given the nature of the programming measures to be performed and the completion date set forth in the attached Schedule "A".

1.5 The Service Provider agrees to meet with the Minister and designated officials as they require and, upon request, to provide documentation in ensure that the objectives of this Agreement are being met in a client-centred, efficient and effective manner. In this context, the Service Provider also agrees to provide the Minister or designated officials, upon their request, with the names and addresses of individuals assisted through this Agreement in order to solicit their input on the attainment of the objectives of this Agreement.
1.6 The Service Provider shall obtain any permits, licenses, consents and other authorizations that are necessary to permit the implementation of this Agreement.

2.0 CLIENT ELIGIBILITY

2.1 The Service Provider agrees to provide to all eligible clients the programming measures set out in Schedule “A” on an equal and non-discriminatory basis.

3.0 FUNDING

3.1 The Province agrees to provide to the Service Provider the amount of $80,000.00 to provide, implement, administer and monitor the programming measures identified in Section 1.0 of this Agreement and set forth in the attached Schedule “A”.

3.2 The methodology by which funding will be provided to the Service Provider is set forth in Schedule “B” to this Agreement, subject to verification by the Department of Advanced Education and Skills (“Department”) that the project is being carried out in a satisfactory manner.

3.3 The Service Provider shall remain obligated to complete the programming measures notwithstanding the actual cost to the Service Provider. Any request for adjustment in the required cost for completion of the programming measures must be detailed in writing by the Service Provider and approved in writing by the Minister prior to the implementation of any such funding changes.

3.4 The Service Provider agrees to the following:

(a) To keep proper accounts and records, including contracts, invoices, receipts, vouchers, bank statements and cheques of all financial transactions, and its accounts and records shall be open to inspection and audit by the Minister or the Minister’s designate; or

(b) To furnish to the Minister or the Minister’s designate, for review and approval, an independent audit prepared by an auditor licensed by the Public Accountants Licensing Board of Newfoundland and Labrador outlining revenues and expenditures associated with this Agreement.

3.5 With respect to Section 3.4(b) of this Agreement, the Minister shall be entitled to request, from time to time, any alteration in the form of invoice customarily used by the Service Provider as may be reasonably required for the purposes of the Province’s internal accounting system. The Service Provider agrees that each invoice shall clearly show and identify the type of work or service of cost or expense which is being charged under that invoice. The invoice shall have appended thereto and be supported by original vouchers, invoices and other documentation as may be requested by the Minister.

3.6 The Minister shall not be responsible to pay any amounts invoiced by the Service Provider that may arise from work, services or expenses incurred to remedy errors or omissions for which the Service Provider is responsible.

4.0 THIRD PARTY LIABILITY

4.1 The Service Provider agrees that, in performance of its obligations outlined in Schedule “A” to this Agreement, neither the Service Provider nor any person employed by or acting as agent for the Service Provider shall be or be deemed to be an officer, servant or agent of the Province. The Service Provider shall act throughout as an independent service provider.
4.2 The Minister shall not be liable for any death or injury of any kind to any person or persons or for any loss of or damage to property arising out of any act or omission of the Service Provider, its servants or agents in the performance of his, her, its or their obligations under this Agreement.

4.3 The Service Provider shall indemnify and save harmless the Province, Minister and the Department from and against any and all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising in connection with or by reason of the programming measures referenced in Section 1 of this Agreement and set out in the attached Schedule "A".

4.4 The Service Provider must ensure that Directors' and Officers' liability insurance is carried.

The Service Provider shall also maintain in force during the period of this Agreement public liability and employer's insurance adequate to its obligations under this Agreement.

5.0 INFORMATION TO BE PROVIDED TO THE MINISTER

5.1 Subject to Section 5.2 of this Agreement, the Service Provider agrees to submit to the Minister, at agreed upon intervals, individual client records as prescribed in Schedule "A".

5.2 The Minister agrees that any information provided under Section 5.1 of this Agreement shall be used only for research, evaluation and administrative purposes and shall be treated with confidentiality.

5.3 The Service Provider agrees, upon the request of the Minister, to conduct evaluation activities in a manner specified by the Minister. In this regard, the information identified in Sections 1.5 and 5.1 of this Agreement shall be provided for the purposes of client surveys and determining program impacts. The cost and payment of such evaluations shall be agreed to, in advance, by both Parties.

5.4 The Minister agrees and expressly covenants not to distribute beyond the Department any materials, documents or other matter developed and used by the Service Provider, in whole or in part in any form, including electronically, without the express written consent of the Service Provider.

6.0 CONFIDENTIALITY

6.1 The Service Provider shall treat all information obtained by the Service Provider and its servants, agents or subcontractors during the performance of its obligations or in any way related thereto, concerning the affairs of the Minister, Province, or Department or of any member of the public having dealings with the Minister, Province, or Department, 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 Minister.

7.0 TERMINATION

7.1 Notwithstanding the provisions of this Agreement, either Party may, upon thirty days notice in writing to the other, terminate this Agreement. 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. Any excess funding paid shall be returned to the Department.

7.2 Other than as set out in Section 7.1, the Service Provider shall not be entitled to any other payment, including any payment for consequential loss or damage or loss of profits arising from the termination of this Agreement.
8.0 GENERAL

8.1 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.

8.2 For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, the Newfoundland and Labrador Labour Standards Act, the Apprenticeship and Certification Act, and with all other applicable federal and provincial legislation.

8.3 No member of Parliament or the House of Assembly of the Province shall be admitted to any share or part of any contract, agreement, or commission made pursuant to this Agreement, or to any benefit arising therefrom.

8.4 This Agreement and its attached Schedules constitute the entire Agreement between the Parties and supersedes all previous agreements, arrangements, communications or understandings, written or oral, unless specifically incorporated herein.

8.5 This Agreement shall not be amended except by agreement and in writing between the Parties.

8.6 The Service Provider must be governed by a board of directors or executive committee.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed in accordance with such laws or rules relative thereto.

Signed at St. John's, in the Province of Newfoundland & Labrador

[Signature]

Minister Responsible for Advanced Education and Skills or an Alternate

[Signature]

Witness

[Signature]

Signed at [Redacted], in the Province of Newfoundland & Labrador

[Signature]

Date

March 26, 2019

Date

March 26, 2019

Date

March 27, 2014
SCHEDULE "A"

1. Service Provider agrees to provide programming as outlined in its Proposal for Funding, which Proposal is incorporated by reference into this Schedule and Agreement.

2. Service Provider will be responsible to have clients complete a Consent to Release Information form for sharing of information with the Department.

3. Service Provider will record information related to clients of this program in the ARMS system.

4. Service Provider must submit a new budget when the Service Canada contract is signed and the amount approved by them is determined.

5. Service Provider will provide to the Department information on clients completing and/or leaving the program including:
   - Client Name and Address
   - Social Insurance Number
   - Client Start and End Date
   - Date of Birth
   - Phone Number
   - Gender
   - Placement Location
   - Programs and Services Provided
   - Analysis of the impact of the program/services on participants

6. Service Provider will provide to the Department a financial analysis at the end of the project to include:
   - Funding received to date from all sources
   - Funds expended - full details, including amounts for administration
   - Funds committed (i.e. committed and expected to be disbursed)
   - Remaining balance (i.e. uncommitted)

7. The completion date for services provided under this Agreement shall be March 31, 2015
SCHEDULE "B" PAYMENTS

With respect to the Agreement and attached Schedules the "Service Provider" shall be given payments as follows:

Waypoints shall be paid a grant in the amount of $80,000.00 by the Department of Advanced Education and Skills in accordance with the following schedule:

Schedule of Disbursements:

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2014</td>
<td>$70,000.00</td>
</tr>
<tr>
<td>March 2015 (Upon receipt of a project-end and financial report)</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>
 AGREEMENT

This Agreement made in duplicate:

BETWEEN Her Majesty in Right of NEWFOUNDLAND AND LABRADOR (hereinafter called “the Province”) as represented by the Minister Responsible for Advanced Education and Skills (hereinafter referred to as “the Minister”) of the one part;

AND Waypoints – Youth Are Working Program (hereinafter referred to as the “Service Provider”) of the second part;

AND both hereinafter referred to as “THE PARTIES”

Whereas the Province gives the highest priority to the integration of the unemployed into the work force and are committed to providing high quality, effective and efficient labour market programs and services to the people of Newfoundland and Labrador;

Whereas the Province implements certain active labour market programming measures designed to provide the unemployed with career planning and the skills, training and/or work experience needed to prepare for, attain and retain employment;

Whereas the goal of this Agreement is to provide for contributions to the Service Provider to support programming measures which will enhance the participation of the unemployed in the labour market by helping them to prepare for, attain and retain employment;

NOW THEREFORE the Parties hereto mutually covenant and agree as follows:

1.0 PROGRAMMING MEASURES

1.1 Programming measures include the provision, implementation, delivery, administration and/or monitoring of any program and/or service authorized by the Minister designed to provide the unemployed with career planning and the skills, training and/or work experience needed to prepare for, attain and retain employment. In this Agreement, the Service Provider agrees to provide, implement, deliver, administer and/or monitor such programming measures as appropriate and in a manner as set forth in Schedule “A” attached to this Agreement.

1.2 Unless permitted in Schedule “A” of this Agreement, the Service Provider agrees not to subcontract any aspect of these programming measures without the prior written approval of the Minister.

1.3 Should subcontracting be permitted in accordance with Section 1.2, the owner or agent of any sub-contracted employer or agency shall not be an immediate family member of the owner or agent of the Service Provider without the prior written approval of the Minister. For the purposes of this Section, immediate family member means father, mother (including step- and foster-parents), brother, sister, spouse, common law partner, child, step-child, ward of father/mother-in-law, brother/sister-in-law, or other relative permanently residing with the owner or agent of the Service Provider.

1.4 The Service Provider agrees to dedicate all such personnel and resources as shall be reasonable and prudent to carry out the agreed upon programming measures as referenced in Schedule “A” in the most efficient fashion possible, given the nature of the programming measures to be performed and the completion date set forth in the attached Schedule “A”.

1.5 The Service Provider agrees to meet with the Minister and designated officials as they require and, upon request, to provide documentation to ensure that the objectives of this Agreement are being met in a client-centred, efficient and effective manner. In this context, the Service Provider also agrees to provide the Minister or designated officials, upon their request, with the names and addresses of individuals assisted through this Agreement in order to solicit their input on the attainment of the objectives of this Agreement.
1.6 The Service Provider shall obtain any permits, licenses, consents and other authorizations that are necessary to permit the implementation of this Agreement.

2.0 CLIENT ELIGIBILITY

2.1 The Service Provider agrees to provide to all eligible clients the programming measures set out in Schedule "A" on an equal and non-discriminatory basis.

3.0 FUNDING

3.1 The Province agrees to provide to the Service Provider the amount of $80,000.00 to provide, implement, administer and monitor the programming measures identified in Section 1.0 of this Agreement and set forth in the attached Schedule "A".

3.2 The methodology by which funding will be provided to the Service Provider is set forth in Schedule "B" to this Agreement, subject to verification by the Department of Advanced Education and Skills ("Department") that the project is being carried out in a satisfactory manner.

3.3 The Service Provider shall remain obligated to complete the programming measures notwithstanding the actual cost to the Service Provider. Any request for adjustment in the required cost for completion of the programming measures must be detailed in writing by the Service Provider and approved in writing by the Minister prior to the implementation of any such funding changes.

3.4 The Service Provider agrees to the following:

(a) To keep proper accounts and records, including contracts, invoices, receipts, vouchers, bank statements and cheques of all financial transactions, and its accounts and records shall be open to inspection and audit by the Minister or the Minister's designate; or

(b) To furnish to the Minister or the Minister's designate, for review and approval, an independent audit prepared by an auditor licensed by the Public Accountants Licencing Board of Newfoundland and Labrador outlining revenues and expenditures associated with this Agreement.

3.5 With respect to Section 3.4(a) of this Agreement, the Minister shall be entitled to request from time to time, any alteration in the form of invoice customarily used by the Service Provider as may be reasonably required for the purposes of the Province's internal accounting system. The Service Provider agrees that each invoice shall clearly show and identify the type of work or service or cost or expense which is being charged under that invoice. The invoice shall have appended thereto and be supported by original vouchers, invoices and other documentation as may be requested by the Minister.

3.6 The Minister shall not be responsible to pay any amounts invoiced by the Service Provider that may arise from work, services or expenses incurred to remedy errors or omissions for which the Service Provider is responsible.

4.0 THIRD PARTY LIABILITY

4.1 The Service Provider agrees that, in performance of its obligations outlined in Schedule "A" to this Agreement, neither the Service Provider nor any person employed by or acting as agent for the Service Provider shall be or be deemed to be an officer, servant or agent of the Province. The Service Provider shall act throughout as an independent service provider.
4.2 The Minister shall not be liable for any death or injury of any kind to any person or persons or for any loss of or damage to property arising out of any act or omission of the Service Provider, its servants or agents in the performance of his, her, its or their obligations under this Agreement.

4.3 The Service Provider shall indemnify and save harmless the Province, Minister and the Department from and against any and all claims, demands, losses, costs, debts, damages, expenses, actions, suits or other proceedings and all liability therefrom arising in connection with or by reason of the programming measures referenced in Section 1 of this Agreement and set out in the attached Schedule "A".

4.4 The Service Provider must ensure that Directors' and Officers' liability insurance is carried. The Service Provider shall also maintain in force during the period of this Agreement public liability and employer's insurance adequate to its obligations under this Agreement.

5.0 INFORMATION TO BE PROVIDED TO THE MINISTER

5.1 Subject to Section 5.2 of this Agreement, the Service Provider agrees to submit to the Minister, at agreed upon intervals, individual client records as prescribed in Schedule "A".

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5.3 The Service Provider agrees, upon the request of the Minister, to conduct evaluation activities in a manner specified by the Minister. In this regard, the information identified in Sections 1.5 and 5.1 of this Agreement shall be provided for the purposes of client surveys and determining program impacts. The cost and payment of such evaluations shall be agreed to, in advance, by both Parties.

5.4 The Minister agrees and expressly covenants not to distribute beyond the Department any materials, documents or other matter developed and used by the Service Provider, in whole or in part in any form, including electronically, without the express written consent of the Service Provider.

6.0 CONFIDENTIALITY

6.1 The Service Provider shall treat all information obtained by the Service Provider and its servants, agents or subcontractors during the performance of its obligations or in any way related thereto, concerning the affairs of the Minister, Province, or Department or of any member of the public having dealings with the Minister, Province, or Department, 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 Minister.

7.0 TERMINATION

7.1 Notwithstanding the provisions of this Agreement, either Party may, upon thirty days notice in writing to the other, terminate this Agreement. 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. Any excess funding paid shall be returned to the Department.

7.2 Other than as set out in Section 7.1, the Service Provider shall not be entitled to any other payment, including any payment for consequential loss or damage or loss of profits arising from the termination of this Agreement.
8.0 GENERAL

8.1 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.

8.2 For greater certainty, the Service Provider agrees to comply with the provisions of the Canadian Charter of Rights and Freedoms, the Newfoundland and Labrador Human Rights Code, the Newfoundland and Labrador Labour Standards Act, the Apprenticeship and Certification Act, and with all other applicable federal and provincial legislation.

8.3 No member of Parliament or the House of Assembly of the Province shall be admitted to any share or part of any contract, agreement, or commission made pursuant to this Agreement, or to any benefit arising therefrom.

8.4 This Agreement and its attached Schedules constitute the entire Agreement between the Parties and supersede all previous agreements, arrangements, communications or understandings, written or oral, unless specifically incorporated herein.

8.5 This Agreement shall not be amended except by agreement and in writing between the Parties.

8.6 The Service Provider must be governed by a board of directors or executive committee.

IN WITNESS WHEREOF the Parties hereeto have caused these presents to be executed in accordance with such laws or rules relative thereto.

Signed at St. John's, in the Province of Newfoundland & Labrador

Date

Minister Responsible for Advanced Education and Skills or delegate

Date

Witness

Signed at St. John's, in the Province of Newfoundland & Labrador

Date

Witness
SCHEDULE "A"

1. Service Provider agrees to provide programming as outlined in its Proposal for Funding, which Proposal is incorporated by reference into this Schedule and Agreement.

2. Service Provider will be responsible to have clients complete a Consent to Release Information form for sharing of information with the Department.

3. Service Provider will record information related to clients of this program in the ARMS system.

4. Service Provider will provide to the Department information on clients completing and/or leaving the program including:
   - Client Name and Address
   - Social Insurance Number
   - Client Start and End Date
   - Date of Birth
   - Phone Number
   - Gender
   - Placement Location
   - Programs and Services Provided
   - Analysis of the impact of the program/services on participants

5. Service Provider will provide to the Department a financial analysis at the end of the project to include:
   - Funding received to date from all sources
   - Funds expended - full details, including amounts for administration
   - Funds committed (i.e. committed and expected to be disbursed)
   - Remaining balance (i.e. uncommitted)

6. The completion date for services provided under this Agreement shall be December 31, 2013.
SCHEDULE "D" PAYMENTS

With respect to the Agreement and attached Schedules the "Service Provider" shall be given payments as follows:

Waypoints shall be paid a grant in the amount of $80,000.00 by the Department of Advanced Education and Skills in accordance with the following schedule:

Schedule of Disbursements:

<table>
<thead>
<tr>
<th>DATE</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>March 2013</td>
<td>$45,000.00</td>
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<tr>
<td>June 2013</td>
<td>$27,000.00</td>
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<tr>
<td>December 2013 (Upon receipt of a project-end and financial report)</td>
<td>$8,000.00</td>
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### Service Agreements for Youth (SAY) - Proposal Approvals 2012-2013

<table>
<thead>
<tr>
<th>Organization and Proposal Title</th>
<th>Description</th>
<th>ADM Approval</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Waypoints Working Youth Are</td>
<td>Program combines 6 weeks of employment preparation curriculum and professional development workshops, a 22-week work placement, once-per-week group sessions on high school credits and ABE courses and a final 2 weeks of further career enhancement sessions. The program targets youth at risk ages 17-29 facing employment barriers in the St. John's region. $80,000</td>
<td>[Signature]</td>
<td>2013-03-28</td>
</tr>
</tbody>
</table>

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12-30-2014