

**AGREEMENT
RESPECTING CREE HUMAN RESOURCES DEVELOPMENT**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF CANADA

AND

THE CREE REGIONAL AUTHORITY

AGREEMENT RESPECTING CREE
HUMAN RESOURCES DEVELOPMENT

This Agreement is effective from the date of its signature to March 31, 2006, and is between:

On the one hand: HER MAJESTY THE QUEEN IN RIGHT OF CANADA, as represented by the Minister of Human Resources Development, and the Minister of Indian Affairs and Northern Development, and the Canada Employment Insurance Commission, and the Assistant Deputy Minister of Human Resources Development -- Quebec Region, herein referred to as "Canada",

-and-

On the other hand: THE CREE REGIONAL AUTHORITY, herein represented by its Chairman, Grand Chief Dr. Ted Moses and its Vice-Chairman, Deputy Grand Chief Mr. Matthew Mukash, and hereinafter referred to as the "CRA".

THE PARTIES HERETO AGREE TO THE FOLLOWING:

WHEREAS the Crees of Quebec have signed the James Bay and Northern Quebec Agreement (herein the "JBNQA") with the Government of Canada and the Government of the province of Quebec;

WHEREAS under the provisions of paragraph 2.11 of the JBNQA, the Crees continue to be entitled to all of the rights and benefits of all other citizens as well as those resulting from the *Indian Act* (as applicable) and from any other legislation applicable to them from time to time;

WHEREAS under the provisions of paragraph 2.12 of the JBNQA, federal programs and funding and the obligations of the federal government continue to apply to the James Bay Crees on the same basis as to the other Indians of Canada;

WHEREAS HRDC currently has two regular program authorities under which it may provide regular contributions to the Crees in support of their regular human resource development programs, namely:

- i) HRDC's Aboriginal Human Resources Development Program (AHRD Program), a non-statutory program established under the authority of the annual Appropriation Acts, under which the Minister is authorized to make contributions to Aboriginal organizations to support the development and implementation by those organizations of human resources development programs that are tailored to meet the special needs of Aboriginal peoples; and
- ii) section 63 of the *Employment Insurance (EI) Act* under which the Canada Employment Insurance Commission may, with the approval of the Minister of Human Resources Development, enter into an agreement with a government or government agency in Canada or any other public or private organization to provide for the payment of contributions for all or a portion of a) any costs of programs (termed "benefits or measures" in the *EI Act*) provided by the government, government agency or organization that are similar to programs (termed "employment benefits or support measures" in the *EI Act*) that have been established by the Commission under the Part II of *EI Act* and are consistent with the purpose and guidelines of Part II of the *EI Act*, and b) any administration costs that the government, government agency or organization incurs in providing the benefits or measures;

WHEREAS in 1996 the Crees and Canada made an Agreement pursuant to paragraphs 2.11 and 2.12 of the JBNQA respecting Human Resource Development and a Comprehensive Transfer of Responsibilities to the Cree Nation of Quebec;

WHEREAS this Agreement of 1996 has been extended from time to time and will expire on September 30th, 2001;

WHEREAS the parties wish to conclude a new Agreement Respecting Human Resources Development and a Comprehensive Transfer of Responsibilities to the Cree Nation of Quebec;

WHEREAS the parties also wish to provide for additional programs and funding to the Cree Nation pursuant to certain provisions of the JBNQA related to human resources development;

WHEREAS, in particular, paragraph 28.9.1 of the JBNQA provides that Canada shall, on proposals from the Cree local governments or Cree Regional Authority, provide within its budgetary restraints to Cree individuals or groups the full range of training programs or facilities and of job, recruitment and placement services they require in order to qualify for jobs created by existing or planned developments in the Territory as defined in the JBNQA, and assume the costs of such programs and facilities;

WHEREAS paragraph 28.9.2 of the JBNQA also provides that the programs shall be of such nature as to qualify candidates to meet the specific requirements of existing and eventual job and business opportunities in Cree settlements, in the Territory as defined in the JBNQA and elsewhere and particularly in the economic sectors related to the associations established and the undertakings contained in section 28 of the JBNQA;

WHEREAS, in addition, paragraph 28.9.5 of the JBNQA provides that Canada shall maintain the number of offices mutually agreed upon between the James Bay Crees and Canada in or near the Cree communities required for the delivery of manpower programs and services;

WHEREAS the parties have agreed to conclude a new Agreement made pursuant to paragraphs 2.11 and 2.12 of the JBNQA and concerning regular human resources development programs, and have also agreed to additional programs and contributions related thereto from Canada pursuant to paragraphs 28.9.1, 28.9.2 and 28.9.5 of the JBNQA.

PART 1 – AGREEMENT

1. The Agreement consists of the following documents and any written amendments relating thereto:

Articles of Agreement

Schedule A – Description of Programs

Schedule B – Description of Program Administration Services

- Schedule C – Delegation of Authority
- Schedule D – Information to be included in an agreement with a recipient of financial assistance
- Schedule E – Information Exchange
- Schedule F – Results Accountability Criteria and Targets
- Schedule G – Letter dated August 17, 2001 confirming the Agreement and understanding between Canada and the CRA

PART 2 – GOALS AND OBJECTIVES OF THE AGREEMENT

2. The overall goals pursued through this Agreement are to ensure both:
 - 1) that the total number of Cree beneficiaries of the James Bay and Northern Quebec Agreement employed in the Territory on a full-time equivalent basis be brought nearer to the proportion which the total Cree beneficiary adult population resident in the Territory represents in relation to the total non-Cree beneficiary adult population resident in the Territory, within the overall objective of reaching the equivalence of employment levels for both populations; and
 - 2) that the employment rate for the Cree beneficiaries of the JBNQA resident in the Territory is brought nearer to the employment rate for the general population of the Province of Quebec within the overall objective of reaching the equivalence of employment rates for both populations.

These overall goals will be part of the factors in assessing and reviewing this Agreement and in establishing funding levels for renewals of this Agreement.

3. The general objectives of this Agreement include the following:
 - 1) **offering the Cree beneficiaries of the JBNQA labour market services in each Cree community;**
 - 2) offering within each Cree community employment, placement and training programs and services to all residents of the community employed or seeking employment within the community, throughout the Territory or elsewhere;

- 3) offering within each Cree community employment insurance services to all residents of the community;
- 4) offering within each Cree community information services to all residents of the community related to some federal income security programs;
- 5) offering employment placement and training services and programs to Cree and non-Cree employers located in the Cree communities and throughout the Territory in order to facilitate and encourage access to and by Cree manpower for all employment opportunities in the Territory;
- 6) encouraging a Cree regional approach in administering active employment measures, self-employment initiatives and training programs for both employment insurance users and all other employed or unemployed residents of the Cree communities;
- 7) expanding the Cree labour market in order to allow individual Crees to truly access employment opportunities within the Cree communities and throughout the Territory, with particular emphasis on existing and planned hydroelectric, mining, forestry, tourism and construction activities in the Territory;
- 8) encouraging the development and implementation of socio-economic benefits packages for the Crees in regards particularly to employment and contracts resulting from new proposed or existing developments in the Territory;
- 9) offering services and programs that encourage existing employers and future developers to provide the Crees with a substantial share of the employment and contracts opportunities existing or planned throughout the Territory;
- 10)** mobilizing individual workers, employers and labour unions as well as government agencies in taking an active part in achieving the goals and objectives of this Agreement.

PART 3 – PRINCIPAL INITIATIVES

4. This Agreement sets out four (4) major initiatives:

- 1) Service Delivery Initiative: for the purposes of allowing the CRA to properly manage this Agreement and to deliver human resources development services and employment insurance services in each Cree community, including but not limited to employment placement, career guidance as well as training and upgrading needs identification services;
- 2) Community Based Human Resources Development Programs Initiative: for the purposes of allowing the CRA to provide community based human resources development programs in the geographic area serviced by the CRA, including regular programs relating to labour market analysis and planning, to employability improvement and integration, to community development, to youth, and to persons with disabilities;
- 3) Community Based Employment Insurance Programs Initiative: for the purposes of allowing the CRA to provide community based human resources development programs funded from the Employment Insurance Fund to the eligible EI clients in the geographic area serviced by the CRA;
- 4) Territorial Programs Initiative: for the purposes of allowing the CRA to provide territorial training and employment placement programs addressed to Cree beneficiaries of the JBNQA and aiming Cree employment opportunities in the Territory, with special emphasis on hydroelectricity, mining, forestry, tourism and construction throughout the Territory.

PART 4 -- SERVICES DELIVERY INITIATIVE

A. Services delivered by the CRA

5. For the duration of this Agreement, the CRA undertakes and agrees to deliver and manage the services and programs referred to in this Agreement with the funds received pursuant to this Agreement.
6. In particular:
 - 1) the CRA agrees to implement, administer and monitor various programs designed to develop and support the productive use of labour market resources in the geographic

area serviced by the CRA in order to promote the effective and efficient functioning of the Canadian and Cree labour markets, as described in Schedule A;

- 2) any of the programs described in paragraph a) may be modified from time to time by the CRA or adapted by the CRA to meet the particular needs of its clients and the CRA undertakes to inform HRDC thereof. However, the CRA acknowledges that with respect to the Labour Market Programs described in Sections I and II of Part I of Schedule A, their eligibility for a contribution under section 63 of the *EI Act* is subject to the following conditions:
 - i) that the modified programs be, and remain, similar to programs established by the EI Commission under Part II of the *EI Act*, and
 - ii) that in the case of the Labour Market Programs described in Section I of Part I of Schedule A, the Cree clients assisted under those programs be EI clients;
- 3) subject to the approval of the Minister which shall not be unreasonably withheld, the CRA may develop new programs which it deems appropriate to meet the needs of its clients and use the funds provided hereunder for the purposes of such programs insofar as such funds are unrelated to the *Employment Insurance Act*.;
- 4) should HRDC develop new measures or modify its human resource development programs, the CRA may at its discretion implement these programs, modify them prior to implementation or retain its existing programming whichever option is deemed the most effective measure to deal with the labour market needs of its clients. The CRA agrees to inform HRDC of its decision and provide detailed information on the nature and objectives of the programs it has decided to implement;
- e) if, at any time during this Agreement, the CRA desires to assume responsibility for the delivery of any new or additional human resource development programs that may, from time to time, be made available by HRDC in the Territory, it is understood by the parties that they are free to negotiate an extension of this Agreement to cover such programs. HRDC undertakes to inform the CRA about new programs or modifications to existing programs and commits to offer any such programs to the CRA for delivery.

7. In addition, the CRA undertakes and agrees to provide, manage and control within its geographic service area certain employment services as described in Part I of Schedule B.
8. The CRA also undertakes and agrees to deliver to its clients in its geographic service area certain services related to the administration of the *Employment Insurance Act* as described in Part II of Schedule B.
9. The CRA further agrees to implement, administer and monitor the Territorial training and employment placement programs addressed to Cree beneficiaries of the JBNQA and aiming Cree Employment opportunities in the Territory, as described in Schedule A, Part I, Section III.
10. The CRA further undertakes to provide in its geographic service area certain services related to certain federal income security programs as described in Part III of Schedule B.
11. It is understood by the parties that Canada will continue to provide to the Cree beneficiaries of the JBNQA living outside the CRA geographic service area services related to the administration of the *Employment Insurance Act* as described in Part II of Schedule B.

B. Delegation of authority

12. The EI Commission provides to the CRA the delegation of authority set out in Schedule C.

C. Financial assistance agreements

13. Where the CRA provides financial assistance under a program, a written agreement with the recipient of this assistance is required which describes the obligations of the recipient and outlines the condition under which the assistance will be provided by the CRA. As a minimum, this written agreement with a recipient of financial assistance shall include the information listed in Schedule D.
14. The CRA shall take appropriate measures to ensure proper compliance with the terms under which financial assistance is provided to a recipient by:
 - a) furnishing the recipient with necessary advice and support to assist it in carrying out the project activities and in realizing the project objectives;

- b) monitoring project activities through periodic visits to the project site and other means such as telephone calls to the recipient and questionnaires; and
 - c) undertaking periodic audits or inspections of the recipient's financial records to verify that costs claimed were actually incurred.
15. Financial assistance may be provided by the CRA under a program to a recipient who is an employer or coordinator in order to defray the costs of a project to be carried out by the employer or coordinator.
16. Where the CRA itself desires to carry out a project as an employer or coordinator, the CRA shall be deemed to be an eligible recipient under the relevant program terms and conditions. Approval of the potential project by the Minister of HRDC or his delegate will be required for CRA sponsored projects.
17. Upon request, the CRA shall provide the Minister with a copy of any or all written agreements it has entered into with a recipient.
18. When the recipient is a project sponsor, the CRA shall indicate in its agreement with the project sponsor that, upon a ten (10) day prior notice from the Minister of HRDC, a representative of Canada will have a right of access to the books and records of the project sponsor in relation to any financial assistance received under the programs and to the business premises and project site.

D. Assistance to the CRA

19. Throughout the duration of this Agreement, Canada undertakes to assist the CRA in carrying out its responsibilities under this Agreement. In particular, Canada will provide the following special assistance to the CRA:
- a) training of CRA personnel to administer and deliver the programs and services contemplated herein;
 - b) support in the development of forms, brochures and other documentation;
 - c) such other expertise, training and assistance as can reasonably be provided by Canada and which may be requested from time to time by the CRA;

- d) all forms, brochures and other documentation related to the administration of the *Employment Insurance Act* and to income security programs for which the CRA will be called upon to deliver information services as set out in Part III of Schedule B.

E. Funding

- 20. Canada shall provide the CRA the amounts hereafter indicated for each financial year for the purpose of funding the Services Delivery Initiative carried out pursuant to this Agreement:

. 2001-2002 :	\$2,350,000
. 2002-2003 :	\$2,425,000
. 2003-2004 :	\$2,500,000
. 2004-2005 :	\$2,575,000
. 2005-2006 :	\$2,650,000

- 21. The payment by Canada of the yearly amount provided to the CRA for the purpose of funding the Services Delivery Initiative shall be made in four (4) quarterly instalments each effected on the 1st day of April, July, October and December of the concerned financial year. Each instalment shall cover the financial requirements estimated by the CRA for each quarter of the funding period.
- 22. Any interest earned by the CRA on the amounts paid by Canada hereunder shall be accounted for by the CRA. The interest may be retained by the CRA and used by it to defray program administration and assistance costs in addition to those amounts provided by Canada hereunder.
- 23. Any amount paid by Canada to the CRA for the purpose of funding the Services Delivery Initiative in a given financial year and which has not been spent by the CRA in that financial year may be forwarded by the CRA to the subsequent financial year without affecting the amount provided by Canada to the CRA for the purpose of funding the Service Delivery Initiative in that subsequent financial year. However, unless the parties agree otherwise, in the last financial year of this Agreement (the 2005-06 financial year), all unexpended amounts paid by Canada to the CRA for the purpose of funding the Services Delivery Initiative must be remitted to Canada.
- 24. The CRA shall use the funding provided to it by Canada for the purpose of funding the Services Delivery Initiative for the sole purpose of paying costs and expenses related thereto.

**PART 5 – COMMUNITY BASED HUMAN RESOURCES
DEVELOPMENT PROGRAMS INITIATIVE**

25. Canada shall provide the CRA for the 2001-2002 financial year and for each subsequent financial year a minimum guaranteed base amount of four million four hundred and thirty-three thousand and fifty dollars (\$4,433,050) for the purpose of funding various programs designed to develop and support the productive use of labour market resources and to promote the effective and efficient functioning of the Canada and Cree labour markets as described in Sections I and II of Part I, Part II, Part III and Part IV of Schedule A.
26. This minimum guaranteed base amount of four million four hundred and thirty-three thousand and fifty dollars (\$4,433,050) will be increased by Canada in any given financial year in accordance with the application of the allocation formulas established pursuant to HRDC's Aboriginal Human Resources Development Program (AHRD Program) or of any program which is the successor to the AHRD Program. For the 2001-2002 financial year, the application of these allocation formulas allow the said minimum guaranteed base amount to be increased for that year by an additional amount of \$126,112. For the 2002-2003 financial year, the application of these allocation formulas allow the said minimum guaranteed base amount to be increased for that year by an additional amount of \$62,371. For the 2003-2004 and subsequent financial years, the additional amount, if any, will vary in accordance with the total allocations to the AHRD Program and the modifications brought to the allocation formulas established pursuant to the AHRD Program.
27. In any given financial year, up to fifteen percent (15%) of the amounts made available to the CRA under this Part may be used by the CRA to support program administration costs.
28. The provisions of Sections 21 to 24 relating to quarterly instalments, interest, carry forward and the use of the funding, apply with the required adaptations to the funding provided to the CRA under this Part.

**PART 6 -- COMMUNITY BASED EMPLOYMENT INSURANCE
PROGRAMS INITIATIVE**

29. The EI Commission shall provide to the CRA for the 2001-2002 financial year and for each subsequent financial year a minimum guaranteed base amount of one million three hundred seventy-eight thousand two hundred sixty-six dollars (\$1,378,266) from the Employment Insurance Fund to be utilized for human resources development purposes addressed to beneficiaries of measures funded by Employment Insurance in the geographic area serviced by the CRA as described in Sections I and II of Part I of Schedule A.
30. This minimum guaranteed base amount of one million three hundred seventy-eight thousand two hundred sixty-six dollars (\$1,378,266) will be increased by Canada in any given financial year in accordance with the application of the allocation formulas established pursuant to HRDC's Aboriginal Human Resources Development Program (AHRD Program) or of any program which is the successor to the AHRD Program. For the 2001-2002 financial year, the application of these allocation formulas allow the said minimum guaranteed base amount to be increased for that year by an additional amount of \$72,527. For the 2002-2003 financial year, the application of these allocation formulas allow the said minimum guaranteed base amount to be increased for that year by an additional amount of \$35,648. For the 2003-2004 and subsequent financial years, the additional amount, if any, will vary in accordance with the total allocations to the AHRD Program and the modifications brought to the allocation formulas established pursuant to the AHRD Program.
31. In any given financial year, up to fifteen percent (15%) of the amounts made available to the CRA under this Part may be used by the CRA to support program administration costs.
32. The amounts provided by the EI Commission pursuant to section 63 of the *Employment Insurance Act* shall be used by the CRA solely for Employment Insurance related program administration and assistance costs. The unexpended balance of any amount which has been so made available in any given financial year but which have not been expended or committed by the CRA in that financial year may not be forwarded by the CRA to any subsequent financial year and must be returned to the EI Commission.
33. The provisions of Sections 21, 22 and 24 relating to quarterly instalments, interest and use of the funding apply with the required adaptations to the funding provided to the CRA under this Part.

PART 7 -- TERRITORIAL PROGRAMS INITIATIVES

34. Canada shall make available to the CRA for the 2001-2002 financial year and for each subsequent financial year the amounts set out below to support Territorial training and employment initiatives addressed to Cree beneficiaries of the JBNQA and aiming Cree employment opportunities in the Territory, with special emphasis on hydroelectricity, mining, forestry, tourism and construction throughout the Territory as described in Section III of Part I of Schedule A:

- . 2001-2002 financial year: **\$ 1,000,000**
- . 2002-2003 financial year: **\$ 1,000,000**
- . 2003-2004 financial year: **\$ 2,000,000**
- . 2004-2005 financial year: **\$ 3,000,000**
- . 2005-2006 financial year: **\$ 5,000,000**

35. The provisions of Sections 21 to 24 relating to quarterly instalments, interest, carry forward and the use of the funding apply with the required adaptations to the funding provided to the CRA under this Part.

PART 8 -- MONITORING

A. Review Committee

36. The parties agree to establish a Review Committee consisting of two (2) representatives of Canada and of two (2) representatives of the CRA.

37. The role of the Review Committee will consist in:

- a) monitoring the progress of the CRA in implementing this Agreement;
- b) meeting as frequently as required but not less frequently than once (1) every three (3) months during the period of this Agreement;
- c) preparing an annual report for the parties on the progress of the CRA in implementing this Agreement, such report to be submitted to the parties within sixty (60) days after the end of each financial year;
- d) creating, as required, subcommittees to assist in reporting requirements, planning and priority setting.

B. Joint Implementation Committee

38. In relation to the Territorial training and employment initiatives, the parties agree to establish a Joint Implementation Committee consisting of three (3) representatives of Canada and of four (4) representatives of the CRA.

39. The role of the Joint Implementation Committee will consist in:

- a) fostering the transfer of information and the sharing of expertise between the parties and assisting in supporting client needs analysis and skills development in regard to the Territorial Programs Initiatives;
- b) contributing to the development and implementation of a training plan in regard to the Territorial Programs Initiatives that takes into consideration the Community Based Human Resources Development and Employment Insurance Programs and the most promising employment opportunities in the Territory;
- c) assisting in the development of partnerships and integration strategies with industries targeted under the Territorial Programs Initiatives and supporting the field work in this regard;
- d) reviewing proposals under the Territorial Programs Initiatives and making recommendations related thereto to the CRA;
- e) facilitating the flow of funding for proposals related to the Territorial Programs Initiatives;
- f) carrying out a continuous evaluation to determine the results of the Territorial Programs Initiatives and addressing issues related thereto such as eligible clientele, eligible enterprises, job integration, program objectives and funding components.

C. Exchange of information and reports

40. The parties agree to exchange information as set out in Schedule E.

41. Prior to collecting or compiling the information referred to in Schedule E, the CRA shall inform each participant that the information will be shared with Canada and of the purpose for which the information is being collected or compiled and obtain the participant's written consent to the disclosure of the information to Canada. The CRA shall also inform each participant's rights under Canada's *Privacy Act* to obtain access to that information from Canada.
42. All information about the participants collected by the CRA pursuant to Schedule E shall be treated as confidential and the CRA and Canada shall take all measures reasonably necessary for the protection of same against release or disclosure except in accordance with this Agreement.
43. The CRA shall submit to Canada quarterly reports concerning the progress of the programs, within thirty (30) days following the end of each quarter, including pertinent statistical information with respect to the program participants. These reports shall include information indicating with respect to each program the number of projects funded, the number of participants trained or employed on each project, and the costs incurred in respect of each project and the results obtained with participants where available. Canada will provide the technical tools and training to provide this information.
44. The CRA shall prepare an annual report on its activities during each financial year covered by this Agreement describing its organizational structure, the programs and services it delivered during the year, the achievements and results of its programs during the year and the lessons learned and best practices identified during the year. The CRA shall include in the annual report a copy of the annual audit report referred to in section 45. The CRA shall make copies of the annual report available for public inspection at its offices and at such other locations it deems appropriate.

PART 9 -- AUDIT AND RECORDS

45. The CRA shall submit to Canada within one hundred and fifty (150) days following the end of each financial year a copy of its annual audited financial statements for the financial year pertaining to the programs and services provided for in this Agreement.
46. The audit referred to in section 45 above shall be carried out in accordance with generally accepted accounting principles and by a licensed public accounting firm engaged by the CRA.

The audit report will include the identification of unexpended balance (“deferred revenue”), a list of all capital assets worth over \$1,000 that were leased or purchased by the CRA under the Agreement and the identification of other income relative to this Agreement such as interest earned, GST rebates, etc. Audit adjustments and audit reclassifications exceeding \$1,000 as well as audited expenses exceeding \$1,000 and for which there are no vouchers must be explained in a separate report.

The audit report will also contain an opinion on the adequacy of the CRA’s internal financial management procedures and controls in relation to the management of the funds provided under this Agreement and comments on the steps taken by the CRA to remedy any deficiencies noted in the previous year’s audit report.

Upon a ten (10) days prior notice from Canada to the CRA, the CRA shall permit representatives of Canada to discuss any audit report referred to in this section with the CRA’s auditors in the presence of a representative of the CRA and to have access to, inspect and make copies of the auditor’s working papers prepared in relation to that report.

Canada reserves the right to appoint, at its expense, independent auditors to review and assess the financial books and records of the CRA relative to this Agreement. This right shall not be exercised without reasonable cause and only upon a ten (10) days prior notice from Canada to the CRA.

47. Canada may withhold payment of amounts under the present Agreement if the CRA has not submitted its annual audited financial statements for the previous financial year in the manner provided in section 45 and has not provided Canada with a satisfactory explanation for the delay in submitting the said audited financial statements. Canada will cease such withholdings as soon as the concerned audited financial statements are submitted to it by the CRA.
48. The CRA shall keep proper books, accounts and records pertaining to the financial management of the programs and services contemplated by this Agreement for audit and examination by the Minister of HRDC or his representative and for financial management in accordance with generally accepted accounting principles. These books, accounts and records shall be retained by the CRA for a period of three (3) years after the end of the financial year to which they pertain unless written permission for their prior disposal is obtained from Canada.

49. Upon ten (10) days prior notice from the Minister of HRDC, the CRA shall give the Minister of HRDC or his representative access to all books, accounts and records referred to in Section 48 and permit them to examine, audit and take copies from such books, accounts or records.

PART 10 -- ANNUAL EXPENDITURE PLAN

50. For each financial year of this Agreement, the CRA shall submit to Canada an Expenditure or Cash-Flow Plan for the year showing:

- a) the total amount of the CRA's planned expenditures on its program administration costs together with a breakdown of that amount showing:
 - i) the amount of planned expenditures on Employment-Insurance- related program administration costs; and
 - ii) the amount of non-Employment-Insurance-related program administration costs;
- b) the total amount of the CRA's planned expenditures on its program assistance costs and a breakdown of that amount between planned expenditures between all its programs including its Labour Market Programs, its Youth Programs, its Childcare Program and its Program for Persons with Disabilities;
- c) with respect to the breakdown of expenditures referred to in sub-paragraph b) shown for its Labour Market Programs, a further breakdown of those expenditures between planned expenditures on Employment-Insurance-related program assistance costs and the other program assistance costs.

51. The CRA may:

- a) revise its Expenditure or Cash-Flow Plan for a financial year to reduce planned expenditures on program assistance costs for programs described in Part I, Sections I and II of Schedule A, and
- b) reallocate any excess contribution funds provided, or to be provided, by the Minister to program assistance costs for programs related to youth, childcare and persons with disabilities.

Where the CRA makes such a revision and reallocation of funds, it shall promptly notify Canada of the changes.

52. With respect to its planned expenditures on program assistance costs for programs related to youth, childcare and persons with disabilities, the CRA may not modify its Expenditure Plan to reduce the expenditures and reallocate excess funds for expenditures on program assistance costs for another program or for expenditures on other program administration costs without the prior approval of Canada.

PART 11 -- GENERAL PROVISIONS

A. Acknowledgements

53. The Parties acknowledge that:
- a) the funding provided in section 20 of this Agreement constitutes funding, for the amounts actually paid, made by Canada pursuant to paragraphs 28.9.1, 28.9.5 and 28.15.1 of the JBNQA for the years contemplated by this Agreement to cover administrative costs of the CRA for the programs and services contemplated by this Agreement;
 - b) the funding provided in sections 25 and 29 of this Agreement constitutes funding, for the amounts actually paid, made by Canada pursuant to paragraphs 2.11, 2.12 and 28.1.1 of the JBNQA for the years contemplated by this Agreement;
 - c) the funding provided in section 34 of this Agreement constitutes funding, for the amounts actually paid, made by Canada for training programs and job recruitment and placement services pursuant to paragraphs 28.1.2, 28.9.1 and 28.9.2 of the JBNQA for the years contemplated by this Agreement.
54. The acknowledgements provided in section 53 of this Agreement do not constitute admissions by the CRA as to the adequacy of the funding there referred to in regard to paragraphs 2.11, 2.12, 28.1.1, 28.1.2, 28.9.1, 28.9.2, 28.9.5 and 28.15.1 of the JBNQA, nor does it prejudice the positions or arguments of any party in any litigation in regard to rights and obligations arising from the JBNQA, including paragraphs 2.11, 2.12, 28.1.1, 28.1.2, 28.9.1, 28.9.2, 28.9.5 and 28.15.1 thereof. Subject to the above, such funding will be taken into account and recognized in relation to paragraphs 2.11, 2.12, 28.1.1, 28.1.2, 28.9.1,

28.9.2, 28.9.5 and 28.15.1 of the JBNQA as the case may be in any litigation involving Canada and relating to the said provisions of the JBNQA.

55. The funding provided for under this Agreement does not have as a component amounts for special projects funding nor amounts for training facilities or for capital investments.

B. Without Prejudice

56. It is understood and agreed that the CRA may request from Canada, at any time, additional funding related to training for any special project of importance. Such requests will be considered by Canada insofar as Canada is satisfied that the CRA has reviewed the program expenditure priorities under this Agreement and the annual funding provided pursuant to this Agreement and that additional funding is still required for training services and programs related to the special project.

57. This Agreement does not affect the eligibility of and the access by the Crees or the CRA to other existing or future federal programs or services beyond the scope of this Agreement or to new initiatives and related funding pertaining to employment, training, special projects or capital funding.

58. Nothing in this Agreement modifies, amends, qualifies or alters in any way the provisions of the JBNQA.

C. Temporary detachment of personnel

59. Canada and the CRA may agree on terms for the temporary detachment of certain employees of Canada which the CRA may require for assistance in implementing this Agreement.

60. Within the first year of the Agreement, the CRA shall develop and implement a policy for the conservation and the disposal of all assets costing \$1,000 or more in accordance with the following governing considerations: encourage the continued use of assets in support of the employability needs of Cree individuals.

D. Official languages

61. Where there is a significant demand for services and program activities in both official languages, the CRA shall ensure that clients can obtain such services in the official language of their choice.
62. It is understood by the parties that the Cree language may be utilized in the CRA's business dealings with its Cree clients as specified in the JBNQA.

E. Designated representatives

63. a) Any notice, correspondence or other communication to Canada or the EI Commission in respect of this Agreement shall be addressed to:

Assistant Deputy Minister
Human Resources Development Canada
Guy-Favreau Complex
200 René-Lévesque Blvd West
West Tower, 5th floor
Montreal (Que) H2Z 1X4
Fax: (514) 283-3964

or as otherwise specified in a notice by Canada.

- b) Any notice, correspondence or other communication to the CRA in respect of this Agreement shall be addressed to:

Director of Community Services
Cree Regional Authority
2 Lakeshore Road
Nemaska (Quebec) J0Y 3B0
Fax: (819) 673-2606

or as otherwise specified in a notice from the CRA.

F. Form of notice

64. Where in this Agreement any notice is required to be given, it shall be in writing and is effective if delivered in person or sent by registered mail, by telegram or fax, addressed to the other party for whom it is intended. Any notice sent by telegram or fax shall be deemed to have been received three (3) business days after being sent and any notice sent by registered

mail shall be deemed to have been received when the postal receipt is acknowledged by the other party.

G. Default and termination

65. The following constitute Events of Default:

- a) the CRA becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute from time to time being in force relating to bankrupt or insolvent debtors;
- b) an order is made or resolution passed for the winding up of the CRA, or the CRA is dissolved;
- c) the CRA fails to substantially comply with any material term, condition, obligation or undertaking under this Agreement;
- d) the CRA has submitted to Canada false or misleading information on a material aspect of this Agreement;
- e) Canada or the EI Commission fails to substantially comply with any material term, condition, obligation or undertaking under this Agreement;
- f) Canada or the EI Commission has submitted to the CRA false or misleading information on a material aspect of this Agreement.

66. If an Event of Default on the part of CRA has occurred and has not been remedied within thirty (30) days of receipt by CRA of a notice of default from the Minister of HRDC, or a plan satisfactory to the Minister of HRDC to remedy such Event of Default has not been put in place within such time period, the Minister of HRDC may, in addition to any remedies otherwise available, terminate any obligation by Canada to contribute or continue to contribute to the costs of programs and services hereunder. This Agreement shall then be considered terminated.

67. If an Event of Default on the part of Canada or the EI Commission has occurred and has not been remedied within thirty (30) days of receipt by Canada or the EI Commission of notice of default from the CRA, or a plan satisfactory to the CRA to remedy such Event of Default has not been put into place within such time period, the CRA may, in addition to any remedies

otherwise available, terminate this Agreement or seek its enforcement through judicial proceedings.

68. The fact that Canada or the CRA 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 Canada or the CRA shall not prevent Canada or the CRA in any way from later exercising any other right or remedy under this Agreement or other applicable law.
69. In the event of termination of this Agreement:
- a) the CRA shall make no further new commitments in relation to the programs provided for in this Agreement and shall endeavor to cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitments in relation thereto;
 - b) all program assistance costs and program administration costs incurred by the CRA up to the date of termination will be paid by Canada, including its costs of, and incidental to, the cancellation of obligations incurred by it as a consequence of the termination of this Agreement; provided always that payment and reimbursement under this sub-paragraph shall only be made to the extent that it is established that the costs mentioned herein were actually incurred by the CRA and the same are reasonable and properly attributable to the termination of this Agreement; and
 - c) the amount of any funds provided under this Agreement and which remain unspent and in the hands of the CRA shall be promptly repaid to Canada by the CRA.

H. Duration and renewal

70. This Agreement shall be in effect from the date of its signature by the parties to March 31st, 2006.
71. The parties agree to discuss the renewal of this Agreement during the period of April 1st, 2005 to March 31st, 2006.
72. Failing agreement between the parties in regard to the terms of the renewal of this Agreement, it shall be extended on the same terms and conditions as applicable in the previous financial year for an additional period of one (1) financial year unless either party provides the other with a formal written notice of non-extension prior to January 1st, 2006. In

the event of extension, this Agreement shall be subject to additional extensions from financial year to financial year on the same terms and conditions as applicable in the previous financial year unless either party provides the other with a formal written notice of non-extension prior to January 1st of the calendar year in which this Agreement or its extension is deemed to expire.

73. Upon non-extension or termination of this Agreement, Canada and the EI Commission shall provide employment and training programs and services in the Territory as much as possible in the same fashion and level as those being provided by the CRA under this Agreement at the time of non-extension or termination.
74. The CRA shall attempt, when feasible, to negotiate contracts related to the administration of the programs on terms which will minimize to the extent possible their cancellation costs in the event of a non-extension of this Agreement, and generally, the CRA shall cooperate with Canada and do everything reasonably within its power to attempt to minimize and reduce the amount of Canada's obligations in the event of a non-extension hereunder.
75. In the last financial year of this Agreement, Canada may withhold up to 10% of the amounts payable to the CRA in that year. This 10% holdback will be paid following receipt of the audited financial statements for the last financial year of this Agreement.

I. Communication / Publicity

76. The CRA undertakes to mention the participation of Canada in any publicity campaign and material, such as program brochures, it produces and distributes in relation to programs established with the funding provided under this Agreement.

J. Final provisions

77. The preamble and schedules to this Agreement form an integral part thereof.
78. No amendment of this Agreement shall be valid unless made in writing and signed by the parties hereto.
79. No member of the House of Commons or the Senate shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.

80. It is a term of this Agreement that no individual for whom the post-employment provisions of the Conflict of Interest Code for Public Office Holders or the Conflict of Interest and Post-Employment Code for the Public Service shall apply, shall derive a direct benefit from this Agreement unless that individual is in compliance with the applicable post-employment provisions.
81. The CRA shall not assign any right, title or privilege granted under this Agreement without the prior written consent of Canada.
82. This Agreement is binding upon Canada, the EI Commission and the CRA and their successors and assigns.
83. This Agreement does not authorize the CRA to contract for or incur any obligations on behalf of Canada or the EI Commission.
84. Nothing in this Agreement shall be construed as creating a partnership, employment or agency relationship between Canada or the Canada Employment Commission and the CRA.
85. As a means of ensuring fair and equitable access to assistance under the programs by individuals and organizations whose applications for assistance are refused by the CRA, the CRA shall implement an appeal system whereby individuals or organizations not satisfied with a decision to refuse assistance may have the decision reviewed by a senior officer of the CRA to determine whether the refusal was appropriate.
86. The CRA shall disclose to Canada without delay any material fact or event that the CRA is aware of from time to time which may substantially compromise the CRA's ability to carry out its undertakings under this Agreement.
87. The CRA shall obtain, prior to the commencement of delivery of the programs provided in this Agreement, all permits, licences, consents and other authorizations that are necessary to permit the delivery of the programs, and shall comply with all applicable laws, by-laws and regulations related thereto. Without limiting the generality of the foregoing, the CRA shall implement any and all environmental protection measures required to ensure that any and all environmental protection standards and rules established by the competent authorities are respected in regard to the delivery of the programs provided in this Agreement.
88. The CRA shall, both during and following the term of this Agreement, indemnify and save Canada harmless from and against all claims, losses, damages, costs, expenses and other

actions made, sustained, brought, threatened to be brought or prosecuted in any manner and based upon, occasioned by or attributable to any injury or death of a person or loss or damage to property caused or alleged to be caused by any willful or negligent act, omission or delay on the part of the CRA or its employees, agents or sub-contractors in connection with anything purported to be or required to be provided by or done by the CRA pursuant to this Agreement or done otherwise by the CRA in connection with the programs, save if this act, omission or delay is caused by the breach by Canada of an undertaking under this Agreement. This provision shall survive the termination of this Agreement.

89. This Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements between the parties.
90. The CRA shall, within the first year of this Agreement, develop and implement a policy to prevent conflicts of interest on the part of members of the board or directors and employees of the CRA in the delivery of the programs provided under this Agreement.
91. The Parties to this Agreement recognize that section 26 of the *Financial Administration Act* provides that “*subject to the Constitution Acts, 1867 to 1982, no payments will be made out of the Consolidated Revenue Fund without the authority of Parliament.*”
92. Canada will, on an annual basis, recommend to Parliament for appropriation the funding provided for in this Agreement.

PART 12 -- DEFINITIONS

93. In this Agreement, unless the context indicates otherwise, the following definitions apply:
 - 1) “Active EI claimant”: An individual for whom an employment insurance benefit period is established under the *Employment Insurance Act*.
 - 2) “Clients”: The residents of the Cree communities except for the purposes of Part 7 which is addressed solely to Cree beneficiaries of the JBNQA.

- 3) “Cree” or “Cree beneficiary of the JBNQA”:
- A person entitled to be enrolled as a beneficiary under paragraphs 3.2.1 to 3.2.3 of the JBNQA.
- d) “Cree communities”:
- The communities of Whapmagoostui, Chisasibi, Wemindji, Eastmain, Waskaganish, Mistissini, Nemaska, Waswanipi and Oujé-Bougoumou.
- e) “*EI Act*” or “*Employment Insurance Act*”:
- The *Employment Insurance Act*, Statutes of Canada 1996, Chapter 23, as amended from time to time.
- f) “EI Commission”:
- The Canada Employment Insurance Commission.
- 7) “EI client” :
- An unemployed person who, when requesting assistance under a program described in Section I of Part I (Labour Market Programs) of Schedule A, is:
- a) an active EI claimant, or
 - b) a former EI claimant whose benefit period under the *EI Act* has ended within the previous 36 months, or
 - c) a former EI claimant for whom a benefit period has been established in the previous 60 months and who:
 - 1) was paid special benefits under the *EI Act* during the benefit period,
 - 2) subsequently withdrew from active participation in the labour force to care for one or more of their new-born children or one or more children placed with for the purpose of adoption, and
 - 3) is seeking to re-enter the labour force.

- h) “EI-related program administration costs”:
- The program administration costs incurred by the CRA in relation to:
- a) the labour market programs described in Part I, Section I of Schedule A that are reasonably attributable to providing assistance to EI clients only; and
 - b) the labour market programs described in Part I, Section II of Schedule A.
- i) “EI-related program assistance costs”:
- The following program assistance costs:
- a) the costs of financial assistance provided directly to EI clients by the CRA under the labour market programs described in Part I, Section I of Schedule A;
 - b) the costs of financial assistance or other payments provided by the CRA under the labour market programs described in Part I, Section I of Schedule A to persons or organizations as reimbursement for costs incurred by them, or as payment for services rendered by them, in relation to the provision of assistance to EI clients;
 - c) the costs of financial assistance provided under the labour market program described in Part I, Section II of Schedule A to persons or organizations as reimbursement for costs incurred by them, or as payment for services rendered by them in relation to activities that may be supported under those programs.
- j) “Financial year”:
- The period commencing on April 1st of a calendar year and ending on March 31st of the next calendar year.**
- k) “Geographic area serviced by the CRA”:
- The Geographic area on which the CRA agrees to deliver programs and services including all the Cree communities.**

- l) “HRDC”:** Canada’s Department of Human Resources Development.
- m) “JBNQA”:** The James Bay and Northern Quebec Agreement, as amended.
- n) “Minister of HRDC”:** The Minister of Human Resources Development and any other person authorized to act on the Minister’s behalf.
- o) “Programs”:** The human resources development programs described in Schedule A.
- p) “Program administration costs”:** The costs of delivering, managing and monitoring the programs, such as the costs of wages and salaries of employees, related benefits, rental of office space, equipment rentals or purchases, office supplies, utilities, telephone and insurance incurred by the CRA in the administration of the programs, which, for greater certainty, includes the provision of the services described in Schedule B.
- q) “Program assistance costs”:** The costs of financial assistance or other payments provided by the CRA under the programs to persons and organizations that are eligible for assistance under the programs.
- r) “Persons with disabilities”:** Those who self-identify as having a permanent physical or mental impairment that restricts his or her ability to perform daily activities.
- s) “Territory”:** The area in Quebec as defined in paragraph 1.16 of the JBNQA.

IN WITNESS THEREOF, THIS AGREEMENT HAS BEEN EXECUTED BETWEEN THE PARTIES.

For CANADA:

Date

The Honourable Minister of Human Resources Development

Date

The Honourable Minister of Indian Affairs and Northern Development

Date

The Chairperson of the EI Commission

Date

The Assistant Deputy Minister of Human Resources Development -- Quebec Region

For the CREE REGIONAL AUTHORITY:

Date

Grand Chief Dr. Ted Moses, Chairperson

Date

Deputy Grand Chief Matthew Mukash, Vice-Chairperson

SCHEDULE "A"

SCHEDULE "A"
DESCRIPTION OF PROGRAMS

PART I : LABOUR MARKET PROGRAMS

SECTION I

Program, similar to the Targeted Wage Subsidy Employment Benefit established by the EI Commission under Part II of the *EI Act*, to provide wage subsidies to employers to encourage them to hire unemployed individuals.

Program, similar to the Self-Employment Employment Benefit established by the EI Commission under Part II of the *EI Act*, to help unemployed individuals start their own businesses or become self-employed.

Program, similar to the Job Creation Partnerships Employment Benefit established by the EI Commission under Part II of the *EI Act*, to provide unemployed individuals with employment opportunities through which they can gain work experience to improve their long-term employment prospects.

Program, similar to the Skills Development Employment Benefit established by the EI Commission under Part II of the *EI Act*, to help unemployed individuals to obtain skills ranging from basic to advanced skills.

Program, similar to the targeted earnings supplements established by the EI Commission under Part II of the *EI Act* to encourage unemployed individuals to accept employment by offering incentives.

SECTION II

Program, similar to the Employment Assistance Services Support Measure established by the EI Commission under Part II of the *EI Act*, to support organizations that provide employment assistance services to the unemployed.

Program, similar to the Labour Market Partnerships Support Measure established by the EI Commission under Part II of the *EI Act*, to support employers, employee or employer associations, community groups and communities in developing and implementing strategies for dealing with labour force adjustments and meeting human resource requirements.

Program, similar to the Research and Innovation Support Measure established by the EI Commission under Part II of the *EI Act*, to support research and innovative projects to identify better ways of helping persons prepare for, return to or keep employment and be productive participants in the labour force.

SECTION III

TERRITORIAL TRAINING AND EMPLOYMENT PLACEMENT PROGRAMS

1. Employment training program
2. In-house pre-placement training program
3. Employment integration program
4. New enterprises employment assistance program

These programs are further described in Annex II to this Schedule A.

PART II : YOUTH PROGRAMS

The CRA undertakes to provide the following programs for unemployed youth between the ages of 15 and 30:

Internship Program to support internships with employers that provide youth with skill enhancement, work experience and entrepreneurial assistance to help them make a successful transition into the labour market.

Community Service Program to support the development of work opportunities for youth who face barriers to finding employment through participation in community service projects. The aim is to help young people develop the life skills and work experience necessary to enter the labour market.

Student Summer Employment Program to help youth who are students to find summer work through wage subsidies to employers, interest-free loans, promotional activities and information.

PART III : CHILDCARE PROGRAM

The CRA will provide a program to support initiatives designed to increase the supply of quality childcare services for children with working or studying parents residing within the Cree communities.

PART IV : SPECIAL PROGRAM FOR PERSONS WITH DISABILITIES

The CRA will provide special programs to help persons with physical and mental disabilities obtain and retain employment.

ANNEX I TO SCHEDULE "A"**REGULAR LABOUR PROGRAMS CHART**

Program Name	Objective	Clientele	Expected Results	Source of Funding
Employability Improvement & Integration				
<i>Institutional training</i>	<i>To enable a person or groups of persons without employment to receive institutional vocational training leading to a form of accreditation</i>	<i>Unemployed workers pursuing a vocational objective</i>	<i>Successful completion of training leading to enhancement of participants' potential employability</i>	<i>EI/CRF</i>
<i>On the job training</i>	<i>To enable a person or group of persons who are employed to acquire the additional vocational skills needed to adapt to new functions, or functions that have altered, as a result of technological or market changes</i>	<i>Employed workers, businesses, band councils and community organizations</i>	<i>To maintain employment of individuals</i>	<i>CRF</i>
<i>Labour market integration through training</i>	<i>To enable a person or groups of persons to develop personal qualities and vocational skills to enable their integration into a specific employment opportunity</i>	<i>Unemployed or underemployed workers</i>	<i>Increased employment of individuals</i>	<i>EI/CRF</i>
<i>Targeted wage subsidies</i>	<i>To encourage employers to hire individuals they would not normally hire in the absence of a subsidy</i>	<i>Unemployed workers</i>	<i>Increased employment</i>	<i>EI/CRF</i>
<i>Targeted earnings supplements</i>	<i>To encourage individuals to accept employment by offering them financial incentives</i>	<i>Unemployed workers</i>	<i>Increased employment</i>	<i>EI/CRF</i>
<i>Skills loans and grants</i>	<i>To help individuals to obtain skills, ranging from basic to advance skills through direct assistance to individuals</i>	<i>Unemployed or underemployed workers</i>	<i>Skill enhancement of individuals leading to their increased employability potential</i>	<i>EI/CRF</i>
<i>Self-employment assistance</i>	<i>To assist unemployed persons seeking to secure self-employment through the creation of a small business by providing them with financial assistance support throughout their entrepreneurial process</i>	<i>Unemployed workers who are prepared to invest in the establishment of their own small business</i>	<i>Business creation leading to increased employment</i>	<i>EI/CRF</i>
Community Development				
<i>Short-term job creation</i>	<i>To provide productive short-term employment for unemployed persons by creating jobs which would not otherwise exist and by offering workers the</i>	<i>Unemployed workers</i>	<i>Increased employment opportunities and the maintenance or enhancement of skills in people that,</i>	<i>EI/CRF</i>

	<i>opportunity to maintain or increase their skills</i>		<i>if not for this program, would have been unemployed</i>	
<i>Delivery assistance</i>	<i>To provide assistance needed to implement human resource development programming and services</i>	<i>All organizations (including the CRA), businesses</i>	<i>Satisfactory implementation of the HRDC/CRA agreement on Human Resource Development by increasing quality of the projects and the employability</i>	<i>CRF</i>
<i>Local labour market partnership</i>	<i>To obtain expertise to help coordinators, employers or individuals with their projects, to promote community independence through strategies plans, to develop curriculum and to deliver employment services</i>	<i>All organizations (including the CRA), businesses</i>	<i>Satisfactory implementation of the HRDC/CRA agreement on Human Resource Development by increasing quality of the projects and the employability</i>	<i>EI/CRF</i>
<i>Employment assistance services</i>	<i>To assist organizations in the provision of employment services to unemployed persons</i>	<i>Unemployed workers</i>	<i>Improved functioning of the labour market</i>	<i>EI/CRF</i>
Youth Programs				
<i>Internship Program</i>	<i>To support internships with employers that provide youths with skill enhancement, work experience and entrepreneurial assistance</i>	<i>Unemployed youth between ages 15 and 30</i>	<i>Successful transition to the labour market</i>	<i>CRF</i>
<i>Community Service Program</i>	<i>To support the development of work opportunities for youth who face barriers to finding employment through participation in community service projects</i>	<i>Unemployed youth between ages 15 and 30</i>	<i>Develop the life skills and work experience necessary to enter the labour market</i>	<i>CRF</i>
<i>Student Summer Employment Program</i>	<i>To help youth who are students to find summer work through wage subsidies to employers, interest free loans, promotional activities and information</i>	<i>Students between ages 15 and 30</i>	<i>Summer employment for students</i>	<i>CRF</i>
<i>Special Programs for persons with disabilities</i>	<i>Assist persons with physical and mental disabilities, obtain and retain employment</i>	<i>Unemployed persons with physical and mental disabilities</i>	<i>Employment for target clientele</i>	<i>EI/CRF</i>

ANNEX II TO SCHEDULE "A"**TERRITORIAL TRAINING AND EMPLOYMENT
PLACEMENT PROGRAMS INITIATIVE****A. EMPLOYMENT TRAINING PROGRAM**

- | | |
|---------------------------|--|
| Eligible clientele | <ul style="list-style-type: none"> ➤ Cree beneficiaries of the JBNQA aged 18 years or more with a high school diploma or equivalent qualifications and who do not hold a regular full-time employment. ➤ Cree beneficiaries of the JBNQA aged 21 years or more and who have left regular schooling for at least 2 years and who do not hold a regular full-time employment. ➤ Targeted individuals will normally be those who do not hold regular full-time employment. |
| Program objective | Provide employment training of direct benefit to the trainee for the purpose of occupying actual or additional positions existing or to be created in employment sectors with a high potential for Cree employment in targeted sectors such as hydroelectricity, mining, forestry, tourism and construction. |
| Funding components | <ul style="list-style-type: none"> ➤ Participants receive up to a maximum of \$2,000 per month of living allowance for a maximum training period of 12 months. ➤ Up to a maximum of \$35,000 may also be awarded to cover actual tuition and training costs, travel and residency costs and other actual related costs (such as childcare services) in order to ensure successful completion of training. |

B. IN-HOUSE PRE-PLACEMENT TRAINING PROGRAM

- | | |
|-----------------------------|---|
| Eligible clientele | <ul style="list-style-type: none"> ➤ Cree beneficiaries of the JBNQA aged 18 years or more with a high school diploma. ➤ Cree beneficiaries of the JBNQA aged 21 years or more and who have left regular schooling for at least 2 years. ➤ Targeted individuals will normally be those who do not hold regular full-time employment. |
| Eligible enterprises | Employers in activity since at least 5 years and operating in the Territory in the areas of hydroelectricity, mining, forestry, tourism and construction or in other sectors jointly identified by the CRA and HRDC. |

Program objective	Ensure on the job training for Crees hired above normal staff level for training purposes as well as appropriate training services within commercial enterprises.
Funding components	<ul style="list-style-type: none"> ➤ 60% of remuneration up to a maximum of \$1,200 per month in subsidies. Maximum duration of program for any individual is 12 months. ➤ 100% of remuneration up to a maximum of \$2,000 per month in subsidies when the enterprise is a non-profit organization or a community organization. Maximum duration of program for any individual is 12 months. ➤ 100% of training costs (including travel, coaching, training plan development) up to a maximum of \$35,000 per trainee. ➤ Funding will be made available only upon presentation of a training plan developed jointly with the enterprise or the organization.

C. EMPLOYMENT INTEGRATION PROGRAM

Eligible clientele	<ul style="list-style-type: none"> ➤ Cree beneficiaries of the JBNQA aged 18 years or more with a high school diploma. ➤ Cree beneficiaries of the JBNQA aged 21 years or more and who have left regular schooling for at least 2 years. ➤ Targeted individuals will normally be those who do not hold regular full-time employment.
Eligible enterprises	Employers in activity since at least 5 years and operating in the Territory in the areas of hydroelectricity, mining, forestry, tourism and construction or in other sectors jointly identified by the CRA and HRDC.
Program objective	Facilitate the hiring and integration of Cree employees in the private sector and in commercial enterprises in the Territory.
Funding components	<p>Participating enterprises receive a grant for each Cree employee hired on a regular basis in a new position or a position not normally occupied by a Cree, up to a maximum of 50% of the employee remuneration for up to a maximum 3 years of employment, the whole determined in accordance with the required job integration effort. However, a contract would be signed for the first year and renewed the second and third year upon evaluation.</p> <p>It is anticipated that the grant will decrease over time (Projected Grant Schedule: Yr 1 = 50%; Yr 2 = 40%; Yr 3 = 30%) in recognition of the productivity advancements of the employee and in recognition that the grant is not eternal and is not meant to simply subsidize the operations.</p>

D. NEW ENTERPRISES EMPLOYMENT ASSISTANCE PROGRAM

Eligible clientele	Cree beneficiaries of the JBNQA aged 25 years or more and who have left regular schooling for at least 3 years, and who have at least 3 years of full-time working experience.
Program objective	Assist self-employment by Crees by encouraging new start-up enterprises within the Cree communities and throughout the Territory and that would operate in the areas of hydroelectricity, mining, forestry, tourism, construction or in other sectors jointly identified by the CRA and HRDC.
Special conditions	<ul style="list-style-type: none"> ➤ An approved business plan must be presented with letters of recommendation from a chartered bank, credit union or other recognized business agency. Ten (10) weeks could be provided for the development of the business plan and forty-two (42) weeks for the implementation of the business plan.
Funding components	<ul style="list-style-type: none"> ➤ Technical support to the business plan shall be present throughout the project. ➤ Participants receive for each regular position created up to a maximum of \$2,000 per month of living allowance. ➤ 100% of real technical support costs and other real related costs (such as childcare services). ➤ After a year, and upon evaluation, the project could be renewed for an additional year.

SCHEDULE "B"

DESCRIPTION OF PROGRAM ADMINISTRATION SERVICES

PART I - EMPLOYMENT SERVICES

In support of and as part of the administration of the programs, the CRA will provide the following employment services to its clients in its geographic service area:

- a) **Assist workers to find suitable employment by:**
 - i) **providing them with labour market information and assistance in accordance with their needs;**
 - ii) **obtaining such information as is necessary from workers to effect proper referrals to employers;**
 - iii) **interviewing the workers, when necessary;**
 - iv) **assisting them to obtain:**
 - (1) **assessment of the aptitudes and achievements;**
 - (2) **vocational training or retraining;**
 - (3) **career counselling;**
 - (4) **work experience related to their abilities and their future employment possibilities; and**
 - (5) **special assistance, where they are experiencing particular difficulty obtaining or keeping employment.**

- b) **Assist employers to find suitable workers by:**
 - i) **assisting the employers in solving manpower planning and recruitment problems on a short and long-term basis;**
 - ii) **obtaining from the employers information on job vacancies;**
 - iii) **advising employers on various ways to meet employment needs;**

and

 - iv) **referring suitable workers to employers with job vacancies.**

- c) **From time to time, in cooperation with interested public authorities and with employers and labour organizations:**
 - i) **collect and analyse the fullest available information on the situation of the existing and potential labour market for the Cree population;**
 - ii) **make such information available systematically and promptly to interested public authorities, employers and workers organizations and the general public.**

PART II - EMPLOYMENT INSURANCE SERVICES

- 1- The CRA will provide the following Employment Insurance services to its clients in its geographic service area:
 - a) assist claimants in the preparation of all necessary forms relating to a person's initial or renewal application for Employment Insurance benefits, in every case where such assistance is requested, and ensure that all such forms have been completed adequately by respecting the directives issued by the EI Commission in this regard, and signed by the applicant;
 - b) forward without delay, by ordinary mail or such other means of communication agreed between the CRA and HRDC, such completed forms to the office designated by the EI Commission;
 - c) assist persons in preparing all necessary forms relating to a person's initial application for a social insurance number card, a replacement social insurance number card, or an amendment to social insurance number registration, in every case where such assistance is required;
 - d) regard all information received from such persons as confidential, to be disclosed only to duly accredited officers of the EI Commission;
 - e) provide suitable premises for the reception of applicants and for the carrying out of the duties of the CRA for the EI Commission, and to keep the premises accessible to the public at reasonable times as agreed from time to time between the CRA and the EI Commission;
 - f) act as an intermediary between the EI Commission and the claimants for all information requests related to Employment Insurance;
 - g) comply with all instructions issued by the EI Commission and related to services concerning Employment Insurance claims or benefits.

- 2- Canada and the CRA agree that the CRA:
 - a) is not engaged as an employee, servant or agent of Canada, and
 - b) is not administering any part of the Employment Insurance Acts on behalf of the EI Commission save as provided in Schedule C.

PART III - INCOME SECURITY PROGRAMS

The CRA will provide to its clients in its geographic service area the following assistance related to some federal Income Security programs (Old Age Security and Canada Pension plan):

- a) **provide general information;**
- 2) provide the appropriate forms to the clients;
- 3) help clients to fill out forms; and
- 4) identify, photocopy and certify the required documents presented by the clients.

SCHEDULE "C"

DELEGATION OF AUTHORITY

To better coordinate:

- a) the provision of assistance by the CRA to active EI claimants who are participating under the programs funded through the *EI Act*;

with

- b) the payment by Canada of insurance benefits to those claimants by virtue of section 25 of Part I of the *EI Act*,

the EI Commission, pursuant to subsection 31(3) of *Canada's Department of Human Resources Development Act*, hereby authorizes the CRA to exercise the Commission's power to, for the purposes of section 25 of the *EI Act*, refer active EI claimants to:

- a) courses or programs of instruction or training which the claimant is attending at his or her own expense; or
- b) any other employment activity for which assistance has been provided for the claimant under labour market programs funded through the *EI Act* which are similar to the Self-Employment Employment Benefit and the Job Creation Partnerships Employment Benefit established by the EI Commission under the *EI Act*.

The CRA shall give thirty (30) days advance notice to Canada of its intention to designate a referral authority for the purposes of section 25 of the *EI Act* in order that Canada may make necessary administrative arrangements with the referral authority to ensure timely and proper payment of insurance benefits to the referred active EI claimants under section 25 of the *EI Act*.

Referral authorities designated by the CRA shall be required to adhere to any policies of the Commission that may from time to time be issued regarding the referral of active EI claimants for the purposes of section 25 of the *EI Act*.

SCHEDULE "D"

INFORMATION TO BE INCLUDED
IN AN AGREEMENT WITH A RECIPIENT OF FINANCIAL ASSISTANCE

As a minimum, the following information will be included:

- a) an identification of the recipient;
- b) the purpose of the financial assistance;
- c) effective date, the date of signing and the duration of the agreement;
- d) the financial and/or non-financial conditions attached to the assistance and the consequence of failing to adhere to these conditions;
- e) the allowable costs or the types of classes of expenditures eligible for reimbursement;
- f) the conditions to be met before payment is made and the schedule and basis of payment;
- g) the maximum amount payable;
- h) the provision for audit, even though an audit may not always be undertaken;
and
- i) a requirement for the recipient to repay overpayments, unexpended balances and disallowed expenses.

SCHEDULE "E"

INFORMATION EXCHANGE

1.0 Purpose

The purpose of this Schedule is to provide for the exchange of information between the parties for the effective implementation of the Agreement. In this regard,

- a) the CRA requires certain information from Canada on participants seeking assistance under the CRA's programs for the purposes of:
 - i) in the case of participants seeking to participate in labour market programs funded through the *EI Act*, determining whether they qualify as EI clients and are therefore eligible to participate in, and receive assistance with funds provided to the CRA under section 63 of the *EI Act*; and
 - ii) assessing the employment assistance needs of participants and determining the appropriate intervention for them; and
- b) Canada requires information from the CRA on participants under the programs for purposes of:
 - i) in the case of participants in labour market programs funded through the *EI Act*, verifying their eligibility for, or entitlement to, insurance benefits under Part I of the *EI Act*,
 - ii) monitoring, assessing and evaluating of the effectiveness of the assistance provided with funding from Canada under section 63 of the *EI Act* which the Commission is required to do under section 3 of the *EI Act*; and
 - iii) generally, evaluating the results of all the programs.

2.0 Authority to Disclose Information

With respect to the information required by the CRA from Canada for the purposes described above, the Minister of HRDC has considered it advisable under section 127 of the *EI Act* to make the information described in section 3.1, which was obtained under the *EI Act* or prepared from such information or prepared about any person under the Act, available to the CRA for those purposes.

3.0 Information To Be Exchanged

3.1 Canada will, upon request, provide the CRA the following information, if available, from each participant's client file to determine whether the participant qualifies as an EI client and to assist the CRA in determining the employment needs of the participant and the nature of financial assistance to be provided:

- . name
- . social insurance number
- . address
- . date of birth
- . benefit period commencement
- . date of renewal application
- . claim type
- . claim status
- . weekly benefit rate
- . number of insured weeks
- . claim terminated
- . entitlement weeks
- . number of weeks paid
- . education level
- . employment history
- . participation in previously sponsored federal training programs, including name of program, location, duration, costs of training and outcome.

3.2 The CRA will provide Canada the following information from the file of each participant in its programs funded through *EI Act* for the purpose of determining whether the participant is an active EI claimant who is eligible to receive the *EI Act* insurance benefits while participating in the employment activity under the programs:

- . name
- . social insurance number
- . address
- . date of birth
- . name of program in which individual is involved
- . start and end dates of program
- . withdrawal from or termination date of program

3.3 The CRA will also provide to Canada upon request, all or any of the following information, on a per-client basis, for use by Canada in monitoring, assessing and evaluating the effectiveness of the assistance provided under the Agreement, in order to meet Canada's obligation under section 3 of the *EI Act* and for generally evaluating the results of the programs supported under the Agreement:

- . name
- . social insurance number
- . address

- . date of birth
- . gender (where available as self-identified information)
- . Aboriginal status (status Indian, non-status Indian, Inuit or Metis)
- . marital status
- . number of dependents
- . disability status (where available as self-identified information)
- . educational attainment
- . employment history
- . name of program in which individual is involved
- . length of program (start and finish dates)
- . cost and income support information
- . completion information (certificate issues, incomplete, etc.)
- . where available, follow-up information (i.e. type of employment [employment with an employer or self-employment], occupation, whether employment is part-time or full-time, date of return to work, earnings)
- . where available, change in dependency upon government support.

4.0 Exchange Mechanism

Information covered by this Schedule will be provided by each party in a mutually agreed format and manner. In this regard, Canada and the CRA agree to review various options to facilitate the sharing of information between them including:

- a) access by the CRA to systems administered by HRDC;
- b) development of connectivity protocols allowing the systems of both parties to communicate with each other;
- c) sharing of common software and functionality.

5.0 Confidentiality and Use

All information about the participants obtained from one party under this Schedule shall be treated as confidential by the other party and Canada and the CRA shall take all measures reasonably necessary in this regard.

6.0 Termination

Upon termination of the Agreement, the CRA shall turn over to Canada the information in its possession and collected pursuant to this Schedule.

SCHEDULE "F"
RESULTS AND TARGETS

1.0 RESULTS MEASUREMENT CRITERIA

The CRA and Canada recognizes the need to demonstrate results that show success in addressing the labour market needs of the Cree communities. For the purpose of demonstrating such results, Canada and the CRA agree to:

1.1 Use the following criteria for measuring the results of the assistance provided to EI clients under the programs described in Schedule A, funding for which was provided to the CRA by the Commission under the *EI Act*:

- i) number of EI clients who return to employment (including self-employment);**
- ii) number of EI clients completing labour market interventions;**
- iii) savings to the Employment Insurance Account; and**
- iv) the extent to which the program has assisted to fulfill the goals described in section 2 of the Agreement.**

1.2 Use the following criteria for measuring the results of the assistance provided for unemployed individuals, other than EI clients, under the programs described in Schedule A:

- i) number of such individuals who return to employment (including self-employment);**
- ii) number of clients completing labour market interventions;**
- iii) savings to income support programs; and**
- iv) the extent to which the program has assisted to fulfill the goals described in section 2 of the Agreement.**

1.3 Use the following criteria for measuring the results of the assistance provided for unemployed youth under the Youth Programs described in Schedule A:

- i) number of youth completing youth program interventions;**
- ii) number of youth who obtain employment (including self-employment) or return to school; and**
- iii) the extent to which the program has assisted to fulfill the goals described in section 2 of the Agreement.**

1.4 Use the following criterion for measuring the results of the assistance provided under the Childcare Program:

number of childcare spaces supported and occupied.

1.5 Use the following criteria for measuring the results of the assistance provided for disabled individuals under the Program for the Disabled described in Schedule A:

- i) number of such individuals who return to employment (including self-employment);**
- ii) number of such individuals completing labour market interventions; and**
- iii) savings to income support programs.**

1.6 Use the following criterion for measuring the results of the Territorial Programs Initiatives:

the extent to which the program has assisted to fulfill the goals described in section 2 of the Agreement.

2.0 ANNUAL RESULTS TARGETS

2.1 Canada and the CRA agree to establish mechanisms to set jointly the annual targets for each financial year of this Agreement, and to review and assess jointly the achievement of the results. In setting targets for each year, the parties will take into consideration local economic and labour market circumstances, the results, if available, achieved in the previous year, and the amount of funding available for the programs for the coming year.

2.2 The CRA will ensure equitable access to all women, youth and disabled clients. In the case of disabled clients, the CRA will set annual targets for participation in programs and services provided pursuant to this Agreement.

2.3 Canada will conduct a national evaluation during the period of the Agreement to determine the success of the human resources development programs provided by Aboriginal organizations. The CRA shall cooperate with Canada in the conduct of the evaluation by providing such information as may be reasonably requested by Canada in relation to the programs.

SCHEDULE "G"

LETTER DATED AUGUST 17, 2001
CONFIRMING THE AGREEMENT AND UNDERSTANDING
BETWEEN CANADA AND THE CRA