

## **CODA Agreement 2014-2017**

THE AGREEMENT effective as of **[@MTCU\_ETD\_Agreement\_Effective\_Date@]**

**B E T W E E N:**

**HER MAJESTY THE QUEEN IN RIGHT OF  
ONTARIO as represented by the Minister  
of Training, Colleges and Universities**

(the “**Ministry**”)

- and -

**[@Supplier Name@]**

(the “**Recipient**”)

### **Background:**

This Agreement defines the terms and conditions of Funds to be used by the Recipient to carry out the Project under the Co-op Diploma Apprenticeship Program.

### **Consideration:**

In consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are expressly acknowledged, the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION AND DEFINITIONS**

1.1 **Interpretation.** For the purposes of interpretation:

- (a) words in the singular include the plural and vice-versa;
- (b) words in one gender include all genders;
- (c) the background and the headings do not form part of the Agreement; they are for reference only and shall not affect the interpretation of the Agreement;
- (d) any reference to dollars or currency shall be to Canadian dollars and currency; and
- (e) “include”, “includes” and “including” shall not denote an exhaustive list.

1.2 **Definitions.** In the Agreement, the following terms shall have the following meanings:

**“Activities”** means the undertakings described in Schedule “A”.

**“Agreement”** means this agreement entered into between the Ministry and the Recipient and includes all of the schedules listed in section 27.1, the Audit and Accountability Requirements and any amending agreement entered into pursuant to section 33.2.

**“Apprentice”** means an individual who has entered into a Registered Training Agreement with a Sponsor under which the individual is to receive training in the Trade required as part of the apprenticeship program established by OCOT.

**“Apprenticeship Curriculum Standards”** means the document that sets out the in-school training requirements for the Trade that is part of the apprenticeship program established by OCOT.

**“Apprenticeship Training Standards”** means a document that sets out the on-the-job training requirements for the Trade that is part of the apprenticeship program established by the Ontario College of Trades. The Apprenticeship Training Standards for each trade are available on the Employment Ontario Partners’ Gateway: <http://www.eopg.ca>.

**“Audit and Accountability Requirements”** means the Audit and Accountability

Requirements for CODA. Despite section 33.2 of the Agreement, this document may be amended from time to time at the sole discretion of the Ministry and such amendment shall become effective when the Ministry gives Notice to the Recipient. These requirements are available on the Employment Ontario Partners' Gateway: <http://www.eopg.ca>.

**“BPSAA”** means the *Broader Public Sector Accountability Act*, 2010 (Ontario) including any directives issued pursuant to that Act.

**“Budget”** means the budget attached to the Agreement as Schedule “B”.

**“CODA Program”** means Co-op Diploma Apprenticeship Program.

**“Effective Date”** means the date set out at the top of the Agreement.

**“EOIS-APPR”** means the electronic system known as the Employment Ontario Information System-Apprenticeship to which the Training Delivery Agent (TDA) Subscriber has system access to track apprenticeship client course participation and results.

**“Event of Default”** has the meaning ascribed to it in section 14.1.

**“FIPPA”** means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended.

**“Funding Year”** means:

- (a) in the case of the first Funding Year, the period commencing on the Effective Date and ending on the following March 31; and
- (b) in the case of Funding Years subsequent to the first Funding Year, the period commencing on April 1 following the end of the previous Funding Year and ending on the following March 31.

**“Funds”** means the money the Ministry provides to the Recipient pursuant to the Agreement.

**“Guidelines”** means the “Co-op Diploma Apprenticeship Program Guidelines” which may be amended from time to time at the sole discretion of the Ministry. These Guidelines are available on the Employment Ontario Partners’ Gateway: <http://www.eopg.ca>.

**“Indemnified Parties”** means her Majesty the Queen in right of Ontario, her ministers, agents, appointees and employees.

**“Intakes”** means the number of groups of Participants that begin participation under the CODA Program at the same time during the term of the Agreement.

**“Maximum Funds”** means \$[@MTCU\_ETD\_Total\_Contract\_Value@].

**“Notice”** means any communication given or required to be given pursuant to the Agreement.

**“Notice Period”** means the period of time within which the Recipient is required to remedy an Event of Default, and includes any such period or periods of time by which the Ministry considers it reasonable to extend that time.

**“OCOT”** means the Ontario College of Trades established under section 9 of the *Ontario College of Trades and Apprenticeship Act, 2009*, S.O. 2009, c.22, as amended.

**“Participant”** means an individual who has been approved by the Recipient to participate in the CODA Program for the Trade.

**“Parties”** means the Ministry and the Recipient.

**“Party”** means either the Ministry or the Recipient.

**“Project”** means the undertaking described in Schedule “A”.

**“Registered Training Agreement”** means an agreement between an individual and a Sponsor that is registered with the Ministry pursuant to the *Ontario College*

of *Applied Arts and Technology Act*, 2009, under which an Apprentice is to receive training in the Trade as part of an apprenticeship program established by OCOT.

**“Reports”** means the reports described in Schedule “D”.

**“Sponsor”** means a group comprised of employers and other representatives from the relevant sector who have entered into a Registered Training Agreement under which the group is required to ensure that an Apprentice is provided with training in the Trade required as part of the apprenticeship program established by OCOT.

**“TDA Subscriber”** means the Recipient’s employee who is granted online access to the EOIS-APPR by the Ministry on terms and conditions relating to security and privacy for the sole purpose of making the reports required under the Agreement.

**“Trade”** means `@MTCU_ETD_Trade_Name@`.

## **ARTICLE 2 REPRESENTATIONS, WARRANTIES AND COVENANTS**

2.1 **General.** The Recipient represents, warrants and covenants that:

- (a) it is, and shall continue to be for the term of the Agreement, a validly existing legal entity with full power to fulfill its obligations under the Agreement;
- (b) it has, and shall continue to have for the term of the Agreement, the experience and expertise necessary to carry out the Project;
- (c) any information the Recipient provided to the Ministry in support of its request for funds (including information relating to any eligibility requirements) was true and complete at the time the Recipient provided it and shall continue to be true and complete for the term of the Agreement;
- (d) it has provided, and shall continue to provide for the term of the Agreement, training to any person involved in carrying out the Project on the relevant responsibilities of the Recipient set out in the Agreement; and

- (e) it has taken, and shall continue to take for the term of the Agreement, all reasonable actions to minimize and reduce the costs related to the Project that may be incurred as a result of the expiry or termination of the Agreement including negotiating all contracts related to the Project, such as employment contracts, on terms that will enable the Recipient to cancel them upon terms and conditions that will minimize their cancellation costs in the event of the expiry or termination of the Agreement.

**2.2 Execution of Agreement.** The Recipient represents and warrants that:

- (a) it has the full power and authority to enter into the Agreement; and
- (b) it has taken all necessary actions to authorize the execution of the Agreement.

**2.3 Governance.** The Recipient represents, warrants and covenants that it has, and shall maintain, in writing, for the term of the Agreement:

- (a) a code of conduct and ethical responsibilities including a policy on protection of privacy in accordance with FIPPA and that is publicly available, and a policy on conflict of interest, for all persons at all levels of the Recipient's organization;
- (b) procedures to ensure the ongoing effective functioning of the Recipient;
- (c) decision-making mechanisms;
- (d) procedures to provide for the prudent and effective management of the Funds;
- (e) procedures to enable the successful completion of the Project;
- (f) procedures to enable the timely identification of risks to the completion of the Project and strategies to address the identified risks;
- (g) procedures to enable the preparation and delivery of all Reports required pursuant to Article 7; and
- (h) procedures to deal with such other matters as the Recipient considers necessary to ensure that the Recipient carries out its obligations under the Agreement.

**2.4 Supporting Documentation.** Upon request, the Recipient shall provide the Ministry with proof of the matters referred to in this Article 2.

### **ARTICLE 3 TERM OF THE AGREEMENT**

- 3.1 **Term.** The term of the Agreement shall commence on the Effective Date and shall expire on [MTCU\_ETD\_Agreement\_End\_Date@] unless terminated earlier pursuant to Article 12, Article 13 or Article 14.

### **ARTICLE 4 FUNDS AND CARRYING OUT THE PROJECT**

- 4.1 **Funds Provided.** The Ministry shall:
- (a) provide the Recipient up to the Maximum Funds for the purpose of carrying out the Project;
  - (b) provide the Funds to the Recipient in accordance with the payment schedule attached to the Agreement as Schedule “C”.
- 4.2 **Funds Deposited.** The Funds shall be deposited into an account designated by the Recipient as an account that resides at a Canadian financial institution and is in the name of the Recipient:
- (a) by the Ministry where Funds are deposited by electronic transfer; or
  - (b) by the Recipient where Funds are not deposited by electronic transfer.
- 4.3 **Limitation on Payment of Funds.** Despite section 4.1:
- (a) the Ministry is not obligated to provide any Funds to the Recipient until the Recipient provides the insurance certificate or other proof as provided for in section 11.2;
  - (b) the Ministry is not obligated to provide instalments of Funds until it is satisfied with the progress of the Project;
  - (c) the Ministry may adjust the amount of Funds it provides to the Recipient in any Funding Year based upon the Ministry’s assessment of the information provided by the Recipient pursuant to section 7.1; and
  - (d) if, pursuant to the provisions of the *Financial Administration Act* (Ontario),

the Ministry does not receive the necessary appropriation from the Ontario Legislature for payment under the Agreement, the Ministry is not obligated to make any such payment, and, as a consequence, the Ministry may:

- (i) reduce the amount of the Funds and, in consultation with the Recipient, change the Project; or
- (ii) terminate the Agreement pursuant to section 13.1.

**4.4 Use of Funds and Project.** The Recipient shall:

- (a) carry out the Project:
  - (i) in accordance with the terms and conditions of the Agreement; and
  - (ii) in compliance with all federal and provincial laws and regulations, all municipal by-laws, and any other orders, rules and by-laws related to any aspect of the Project;
- (b) use the Funds only for the purpose of carrying out the Project;
- (c) spend the Funds only in accordance with the Budget; and
- (d) meet the performance commitments described in Schedule “E”.

**4.5 No Changes.** The Recipient shall not make any changes to the Project and/or the Budget without the prior written consent of the Ministry.

**4.6 Interest Bearing Account.** If the Ministry provides Funds to the Recipient prior to the Recipient’s immediate need for the Funds, the Recipient shall place the Funds in an interest bearing account, which earns interest on the entire balance of Funds in the account, in the name of the Recipient at a Canadian financial institution.

**4.7 Interest.** If the Recipient earns any interest on the Funds:

- (a) the Ministry may deduct an amount equal to the interest from any further instalments of Funds; or
- (b) the Recipient shall pay an amount equal to the interest to the Ministry as directed by the Ministry.

**4.8 Maximum Funds.** The Recipient acknowledges that the Funds available to it pursuant to the Agreement shall not exceed the Maximum Funds.



- 4.9 **Rebates, Credits and Refunds.** The Recipient acknowledges that the amount of Funds available to it pursuant to the Agreement is based on the actual costs to the Recipient, less any costs (including taxes) for which the Recipient has received, will receive, or is eligible to receive, a rebate, credit or refund.

## **ARTICLE 5**

### **ACQUISITION OF GOODS AND SERVICES AND DISPOSAL OF ASSETS**

- 5.1 **Acquisition of Goods and Services.** Subject to section 31.1, if the Recipient acquires supplies, equipment or services with the Funds, it shall do so through a fair and transparent process that promotes the best value for money.
- 5.2 **Disposal.** The Recipient shall not, without the Ministry's prior written consent, sell, lease or otherwise dispose of any asset purchased with the Funds or for which Funds were provided, the cost of which exceeded **\$1,000** at the time of purchase.

## **ARTICLE 6**

### **CONFLICT OF INTEREST**

- 6.1 **No Conflict of Interest.** The Recipient shall carry out the Project and use the Funds without an actual, potential or perceived conflict of interest.
- 6.2 **Conflict of Interest Includes.** For the purposes of this Article, a conflict of interest includes any circumstances where:
- (a) the Recipient; or
  - (b) any person who has the capacity to influence the Recipient's decisions, has outside commitments, relationships or financial interests that could, or could be seen to, interfere with the Recipient's objective, unbiased and impartial judgment relating to the Project and the use of the Funds.
- 6.3 **Disclosure to Ministry.** The Recipient shall:
- (a) disclose to the Ministry, without delay, any situation that a reasonable person would interpret as either an actual, potential or perceived conflict of interest; and
  - (b) comply with any terms and conditions that the Ministry may prescribe as a result of the disclosure.

## **ARTICLE 7 REPORTING, ACCOUNTING AND REVIEW**

### **7.1 Preparation and Submission.** The Recipient shall:

- (a) submit to the Ministry at the address provided in section 18.1, or in a manner set out in Schedule "D", all Reports in accordance with the timelines and content requirements set out in Schedule "D", or in a form as specified by the Ministry from time to time;
- (b) submit to the Ministry at the address provided in section 18.1, or in a manner set out in Schedule "D", any other reports as may be requested by the Ministry in accordance with the timelines and content requirements specified by the Ministry;
- (c) ensure that all Reports and other reports are completed to the satisfaction of the Ministry; and
- (d) ensure that all Reports and other reports are signed on behalf of the Recipient by an authorized signing officer.

### **7.2 Record Maintenance.** The Recipient shall keep and maintain both during the term of this Agreement and for a period of seven (7) years after:

- (a) all financial records (including invoices) relating to the Funds or otherwise to the Project in a manner consistent with generally accepted accounting principles; and
- (b) all non-financial documents and records relating to the Funds or otherwise to the Project;

including but not limited to, records and documents containing personal information within the meaning of FIPPA.

### **7.3 Inspection.** The Ministry, its authorized representatives or an independent auditor identified by the Ministry may, at its own expense, upon twenty-four hours' Notice to the Recipient and during normal business hours, enter upon the Recipient's premises to review the progress of the Project, and the Recipient's expenditure of the Funds and, for these purposes, the Ministry, its authorized representatives or an independent auditor identified by the Ministry may:

- (a) inspect and copy the records and documents referred to in section 7.2; and

- (b) conduct an audit or investigation of the Recipient in respect of the expenditure of the Funds and/or the Project.
- 7.4 **Disclosure.** To assist in respect of the rights set out in section 7.3, the Recipient shall disclose any information requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, and shall do so in a form requested by the Ministry, its authorized representatives or an independent auditor identified by the Ministry, as the case may be.
- 7.5 **No Control of Records.** No provision of the Agreement shall be construed so as to give the Ministry any control whatsoever over the Recipient's records.
- 7.6 **Auditor General.** For greater certainty, the Ministry's rights under this Article are in addition to any rights provided to the Auditor General pursuant to section 9.1 of the *Auditor General Act* (Ontario).

## **ARTICLE 8 ACKNOWLEDGEMENT**

- 8.1 **Acknowledge Support.** Unless otherwise directed by the Ministry, the Recipient shall, in a form approved by the Ministry, acknowledge the support of the Ministry in any publication of any kind, written or oral, relating to the Agreement or the Project, including but not limited to, any report, announcement, advertisement, brochure, audio-visual material, design, website or other public communication.
- 8.2 **Publication.** The Recipient shall indicate, in any of its publications, of any kind, written or oral, relating to the Agreement or the Project, that the views expressed in the publication are the views of the Recipient and do not necessarily reflect those of the Ministry.
- 8.3 **Visual Identity and Communications.** The Recipient shall comply with the Visual Identity and Communications Guidelines for Employment Ontario Services, which may be amended from time to time at the sole discretion of the Ministry, available on the Employment Ontario Partners' Gateway web site at <http://www.eopg.ca>

## **ARTICLE 9 ACCESS TO INFORMATION AND PROTECTION OF PRIVACY**

- 9.1 **FIPPA.** The Recipient acknowledges that it and the Ministry are bound by FIPPA and undertakes to perform its obligations under the Agreement in a manner that ensures that neither party is in breach of its obligations under FIPPA.

- 9.2 **Disclosure.** The Recipient acknowledges that any information provided to the Ministry in connection with the Project or otherwise in connection with the Agreement is subject to disclosure in accordance with FIPPA.
- 9.3 **Protection of Privacy.** The Recipient represents and warrants that it shall protect privacy in accordance with FIPPA and its privacy policy described in section 2.3(a). Without limitation, the Recipient shall:
- (a) make the Recipient's freedom of information and privacy coordinator aware of the privacy protection provisions of the Agreement;
  - (b) implement appropriate privacy protection training of employees and contractors who have access to personal information of its Participants to carry out the Project;
  - (c) only collect, use and disclose personal information of its Participants if necessary to carry out the Project and comply with its obligations under the Agreement;
  - (d) ensure that the personal information of its Participants, including contact information, is accurate and up to date;
  - (e) ensure that it provides notice of its collection of personal information under s. 39(2) of FIPPA to each Participant and obtains any consents that may be necessary to carry out its obligations under the Agreement;
  - (f) on behalf of the Ministry, provide each Participant with the Notice of Collection of Personal Information and obtain his or her Consent to the indirect collection of personal information set out in Schedule "E", retain the signed Consent for a period of seven (7) years and make the signed Consent available to the Ministry, upon request;
  - (g) not use personal information of any of its Participants that was collected for use in carrying out the Project to the Recipient's Participants for any other purpose without the informed and voluntary written consent of the Participant;
  - (h) limit access to personal information of its Participants to employees and contractors who need the personal information to carry out the Project to the Recipient's Participants and ensure the Recipient's compliance with its obligations under the Agreement;
  - (i) before disclosing personal information of its Participants to employees and contractors, enter into an agreement with them requiring them to be bound by FIPPA, the Recipient's protection of privacy policy and the privacy protection provisions of the Agreement;
  - (j) ensure that only the TDA Subscriber has access to the EOIS-APPR, using their respective assigned User ID and Private Identification Number (PIN), and

- otherwise abide by the terms and conditions, as may be amended from time to time, and the representations made by the Recipient on the application for access to the EOIS-APPR;
- (k) ensure the security and integrity of any personal information collected by implementing, using and maintaining the most appropriate products, tools, measures and procedure to prevent the unauthorized or inadvertent collection, use, disclosure, loss, alteration or destruction;
  - (l) provide its Participants with access to their own personal information in accordance with FIPPA and the Recipient's privacy policy;
  - (m) ensure the secure and irreversible destruction of records containing the personal information of its Participants when they are no longer needed to carry out the Project or to comply with the Recipient's obligations under the Agreement;
  - (n) notify the Ministry as soon as the Recipient becomes aware of a potential or actual breach of any of the privacy protection provisions of the Agreement;
  - (o) cooperate with the Ministry and its contractors and auditors in any audit of or investigation into a breach of the privacy protection provisions of the Agreement; and
  - (p) implement, use and maintain other specific privacy or security measures that in the reasonable opinion of the Ministry would improve the adequacy and effectiveness of the Recipient's measures to ensure the privacy and security of the records collected, created, used and disclosed in carrying out the Project and complying with the obligations under the Agreement.

## **ARTICLE 10 INDEMNITY**

- 10.1 **Indemnification.** The Recipient hereby agrees to indemnify and hold harmless the Indemnified Parties from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, by whomever made, sustained, incurred, brought or prosecuted, in any way arising out of or in connection with the Project or otherwise in connection with the Agreement, unless solely caused by the negligence or wilful misconduct of the Ministry.

## **ARTICLE 11 INSURANCE**

- 11.1 **Recipient's Insurance.** The Recipient represents and warrants that it has, and shall maintain for the term of the Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B+ or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person carrying out a project similar to the Project would maintain, including commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than two million dollars (\$2,000,000) per occurrence. The policy shall include the following:
- (a) the Indemnified Parties as additional insureds with respect to liability arising in the course of performance of the Recipient's obligations under, or otherwise in connection with, the Agreement;
  - (b) a cross-liability clause;
  - (c) contractual liability coverage; and
  - (d) a 30 day written notice of cancellation, termination or material change.
- 11.2 **Proof of Insurance.** The Recipient shall provide the Ministry with certificates of insurance, and renewal replacements on or before the expiry of any such insurance, or other proof as may be requested by the Ministry, that confirms the insurance coverage as provided for in section 11.1. Upon the request of the Ministry, the Recipient shall make available to the Ministry a copy of each insurance policy.

## **ARTICLE 12 TERMINATION ON NOTICE**

- 12.1 **Termination on Notice.** The Ministry may terminate the Agreement at any time upon giving at least 14 days Notice to the Recipient.
- 12.2 **Consequences of Termination on Notice by the Ministry.** If the Ministry terminates the Agreement pursuant to section 12.1, the Ministry may:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or

under the control of the Recipient; and/or

- (c) determine the reasonable costs for the Recipient to wind down the Project and:
  - (i) permit the Recipient to offset the costs determined pursuant to section 12.2(c), against the amount owing pursuant to section 12.2(b); and/or
  - (ii) subject to section 4.8, provide Funds to the Recipient to cover the costs determined pursuant to section 12.2(c).

### **ARTICLE 13**

#### **TERMINATION WHERE NO APPROPRIATION**

- 13.1 **Termination Where No Appropriation.** If, as provided for in section 4.3(d), the Ministry does not receive the necessary appropriation from the Ontario Legislature for any payment the Ministry is to make pursuant to the Agreement, the Ministry may terminate the Agreement immediately by giving Notice to the Recipient.
- 13.2 **Consequences of Termination Where No Appropriation.** If the Ministry terminates the Agreement pursuant to section 13.1, the Ministry may:
- (a) cancel all further instalments of Funds;
  - (b) demand the repayment of any Funds remaining in the possession or under the control of the Recipient; and/or
  - (c) determine the reasonable costs for the Recipient to wind down the Project and permit the Recipient to offset such costs against the amount owing pursuant to section 13.2(b).
- 13.3 **No Additional Funds.** For purposes of clarity, if the costs determined pursuant to section 13.2(c) exceed the Funds remaining in the possession or under the control of the Recipient, the Ministry shall not provide additional Funds to the Recipient.

### **ARTICLE 14**

#### **EVENT OF DEFAULT, CORRECTIVE ACTION AND TERMINATION FOR DEFAULT**

- 14.1 **Events of Default.** Each of the following events shall constitute an Event of Default:

- (a) in the opinion of the Ministry, the Recipient breaches any representation, warranty, covenant or other material term of the Agreement, including failing to do any of the following in accordance with the terms and conditions of the Agreement:
  - (i) carry out the Project;
  - (ii) use or spend Funds; and/or
  - (iii) provide, in accordance with section 7.1, Reports or such other reports as may have been requested pursuant to section 7.1(b);
- (b) the Recipient's operations, or its organizational structure, changes such that it no longer meets one or more of the applicable eligibility requirements of the program under which the Ministry provides the Funds;
- (c) the Recipient makes an assignment, proposal, compromise, or arrangement for the benefit of creditors, or is petitioned into bankruptcy, or files for the appointment of a receiver; and
- (d) the Recipient ceases to operate.

**14.2 Consequences of Events of Default and Corrective Action.** If an Event of Default occurs, the Ministry may, at any time, take one or more of the following actions:

- (a) initiate any action the Ministry considers necessary in order to facilitate the successful continuation or completion of the Project;
- (b) provide the Recipient with an opportunity to remedy the Event of Default;
- (c) suspend the payment of Funds for such period as the Ministry determines appropriate;
- (d) reduce the amount of the Funds;
- (e) cancel all further instalments of Funds;
- (f) demand the repayment of any Funds remaining in the possession or under the control of the Recipient;
- (g) demand the repayment of an amount equal to any Funds the Recipient used, but did not use in accordance with the Agreement;
- (h) demand the repayment of an amount equal to any Funds the Ministry provided to the Recipient; and/or



- (i) terminate the Agreement at any time, including immediately, upon giving Notice to the Recipient.
- 14.3 **Opportunity to Remedy.** If, in accordance with section 14.2(b), the Ministry provides the Recipient with an opportunity to remedy the Event of Default, the Ministry shall provide Notice to the Recipient of:
- (a) the particulars of the Event of Default; and
  - (b) the Notice Period.
- 14.4 **Recipient not Remediating.** If the Ministry has provided the Recipient with an opportunity to remedy the Event of Default pursuant to section 14.2(b), and:
- (a) the Recipient does not remedy the Event of Default within the Notice Period;
  - (b) it becomes apparent to the Ministry that the Recipient cannot completely remedy the Event of Default within the Notice Period; or
  - (c) the Recipient is not proceeding to remedy the Event of Default in a way that is satisfactory to the Ministry,
- the Ministry may extend the Notice Period, or initiate any one or more of the actions provided for in sections 14.2 (a), (c), (d), (e), (f), (g), (h) and (i).
- 14.5 **When Termination Effective.** Termination under this Article shall take effect as set out in the Notice.

## **ARTICLE 15**

### **FUNDS AT THE END OF A FUNDING YEAR**

- 15.1 **Funds at the End of a Funding Year.** Without limiting any rights of the Ministry under Article 14, if the Recipient has not spent all of the Funds allocated for the Funding Year as provided for in the Budget, the Ministry may:
- (a) demand the return of the unspent Funds; or
  - (b) adjust the amount of any further instalments of Funds accordingly.

## **ARTICLE 16**

### **FUNDS UPON EXPIRY**

- 16.1 **Funds Upon Expiry.** The Recipient shall, upon expiry of the Agreement, return to the Ministry any Funds remaining in its possession or under its control.

## **ARTICLE 17 REPAYMENT**

17.1 **Debt Due.** If:

- (a) the Ministry demands the payment of any Funds or any other money from the Recipient; or
- (b) the Recipient owes any Funds or any other money to the Ministry, whether or not their return or repayment has been demanded by the Ministry,

such Funds or other money shall be deemed to be a debt due and owing to the Ministry by the Recipient, and the Recipient shall pay or return the amount to the Ministry immediately, unless the Ministry directs otherwise.

- 17.2 **Interest Rate.** The Ministry may charge the Recipient interest on any money owing by the Recipient at the then current interest rate charged by the Province of Ontario on accounts receivable.

- 17.3 **Payment of Money to Ministry.** The Recipient shall pay any money owing to the Ministry by certified cheque or bank draft payable to the "Ontario Minister of Finance" and mailed to the Ministry at the address provided in section 18.1.

## **ARTICLE 18 NOTICE**

- 18.1 **Notice in Writing and Addressed.** Notice shall be in writing and shall be delivered by email, postage-prepaid mail, personal delivery or fax, and shall be addressed to the Ministry and the Recipient respectively as set out below or as either Party later designates to the other by Notice:

**To the Ministry:**

Ministry of Training, Colleges and Universities

[@MTCU\_ETD\_Contract\_MTCU\_Contact\_Address@]

**Attention:**

[@MTCU\_ETD\_Contract\_MTCU\_Contact

**To the Recipient:**

[@Supplier Name@]

[@Supplier Address Line1@]

[@Supplier City@], ON [ @Supplier Zip Code@]

**Attention:**

[@MTCU\_ETD\_Contract\_SP\_Contact\_N

Name@]  
[@MTCU\_ETD\_Contract\_MTCU\_Contact  
Title\_01@]  
Email :  
[@MTCU\_ETD\_Ministry\_Email\_Addres  
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Email :  
[@MTCU\_ETD\_SP\_Email\_Address@]  
Fax:  
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ax@]

18.2 **Notice Given.** Notice shall be deemed to have been received:

- (a) in the case of postage-prepaid mail, seven days after a Party mails the Notice; or
- (b) in the case of email, personal delivery or fax, at the time the other Party receives the Notice.

18.3 **Postal Disruption.** Despite section 18.2(a), in the event of a postal disruption:

- (a) Notice by postage-prepaid mail shall not be deemed to be received; and
- (b) the Party giving Notice shall provide Notice by email, personal delivery or by fax.

## **ARTICLE 19 CONSENT BY MINISTRY**

19.1 **Consent.** The Ministry may impose any terms and/or conditions on any consent the Ministry may grant pursuant to the Agreement.

## **ARTICLE 20 SEVERABILITY OF PROVISIONS**

20.1 **Invalidity or Unenforceability of Any Provision.** The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision of the Agreement. Any invalid or unenforceable provision shall be deemed to be severed.

## **ARTICLE 21 WAIVER**

- 21.1 **Waivers in Writing.** If a Party fails to comply with any term of the Agreement, that Party may only rely on a waiver of the other Party if the other Party has provided a written waiver in accordance with the Notice provisions in Article 18. Any waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

## **ARTICLE 22 INDEPENDENT PARTIES**

- 22.1 **Parties Independent.** The Recipient acknowledges that it is not an agent, joint venturer, partner or employee of the Ministry and the Recipient shall not take any actions that could establish or imply such a relationship.

## **ARTICLE 23 ASSIGNMENT OF AGREEMENT OR FUNDS**

- 23.1 **No Assignment.** The Recipient shall not assign any part of the Agreement or the Funds without the prior written consent of the Ministry.
- 23.2 **Agreement to Extend.** All rights and obligations contained in the Agreement shall extend to and be binding on the Parties respective heirs, executors, administrators, successors and permitted assigns.

## **ARTICLE 24 GOVERNING LAW**

- 24.1 **Governing Law.** The Agreement and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with the Agreement shall be conducted in Ontario.

## **ARTICLE 25 FURTHER ASSURANCES**

- 25.1 **Agreement into Effect.** The Recipient shall do or cause to be done all acts or things necessary to implement and carry into effect the terms and conditions of

the Agreement to their full extent.

## **ARTICLE 26 SURVIVAL**

- 26.1 **Survival.** The provisions in Article 1, any other applicable definitions, sections 4.7(b), 5.2, 7.1 (to the extent that the Recipient has not provided the Reports or other reports as may be requested by the Ministry to the satisfaction of the Ministry), 7.2, 7.3, 7.4, 7.5, 7.6, Articles 8, 9 and 10, sections 12.2, 13.2, 13.3, 14.1, 14.2, (d), (e), (f), (g) and (h), Articles 16, 17, 18, 20, 24, 26, 27, 29, 30 and 33, cross-referenced provisions and schedules shall continue in full force and effect for a period of seven years from the date of expiry or termination of the Agreement.

## **ARTICLE 27 SCHEDULES**

- 27.1 **Schedules.** The Agreement includes the following schedules:

- (a) Schedule "A" - Project Description;
- (b) Schedule "B" – Budget;
- (c) Schedule "C" - Payment;
- (d) Schedule "D" - Reports
- (e) Schedule "E" – Performance Commitments; and
- (f) Schedule "F" - Notice of Collection of Personal Information and Consent (Ministry of Training, Colleges and Universities)

## **ARTICLE 28 COUNTERPARTS**

- 28.1 **Counterparts.** The Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**ARTICLE 29**  
**JOINT AND SEVERAL LIABILITY**

- 29.1 **Joint and Several Liability.** Where the Recipient is comprised of more than one entity, all such entities shall be jointly and severally liable to the Ministry for the fulfillment of the obligations of the Recipient under the Agreement.

**ARTICLE 30**  
**RIGHTS AND REMEDIES CUMULATIVE**

- 30.1 **Rights and Remedies Cumulative.** The rights and remedies of the Ministry under the Agreement are cumulative and are in addition to, and not in substitution for, any of its rights and remedies provided by law or in equity.

**ARTICLE 31**  
**BPSAA**

- 31.1 **BPSAA.** For the purposes of clarity, if the Recipient is subject to the BPSAA and there is a conflict between any of the requirements of the Agreement and the requirements of the BPSAA, the BPSAA shall prevail.

**ARTICLE 32**  
**FAILURE TO COMPLY WITH OTHER AGREEMENTS**

- 32.1 **Other Agreements.** If the Recipient:
- (a) has failed to comply (a "Failure") with any term, condition or obligation under any other agreement with Her Majesty the Queen in right of Ontario or a Crown agency;
  - (b) has been provided with notice of such Failure in accordance with the requirements of such other agreement;
  - (c) has, if applicable, failed to rectify such Failure in accordance with the requirements of such other agreement; and
  - (d) such Failure is continuing,

then such Failure shall be deemed to be an event of default under the Agreement and the Ministry may, at any time, take one or more of the actions set out in section 14.2(a), (c), (f) or (i).

**ARTICLE 33**  
**ENTIRE AGREEMENT**

- 33.1 **Entire Agreement.** The Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained in the Agreement and supersedes all prior oral or written representations and agreements.
- 33.2 **Modification of Agreement.** At any time prior to its expiry, the Agreement may be amended by a document in writing, dated and signed by the Parties.

The Parties have executed the Agreement on the dates set out below.

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO**  
as represented by the Minister of Training, Colleges and Universities

\_\_\_\_\_  
Name: [ @ MTCU\_ETD\_Contract\_MTCU\_Signatory\_Name @ ]

Title: [ @ MTCU\_ETD\_Contract\_MTCU\_Signatory\_Title @ ]

\_\_\_\_\_  
Date:

[ @Supplier Name@ ]

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Date:

Position:

\_\_\_\_\_  
Name:

Position:

\_\_\_\_\_  
Date:

I/We have authority to bind the Recipient.



## **SCHEDULE “A”**

### **PROJECT DESCRIPTION**

#### **1. AGREEMENT AND GUIDELINES**

The Guidelines are designed as a resource to assist the Recipient in carrying out, administering and managing the Project under the CODA Program. The Agreement prevails over the Guidelines.

#### **2. BACKGROUND**

The CODA Program provides streamlined training to individuals who want to pursue both a post-secondary diploma and a certificate of qualification. The CODA Program requirements combine apprenticeship in-school learning outcomes and on-the job work training with a post-secondary diploma.

#### **3. RECIPIENT’S ROLES AND RESPONSIBILITIES**

The Recipient shall deliver the CODA Program in the Trade to Participants.

The Recipient shall:

- a) begin the delivery of the CODA Program to Participants on **[@MTCU\_ETD\_Program\_Delivery\_Start\_Date@]**;
- b) end the delivery of the CODA Program to Participants on **[@MTCU\_ETD\_Program\_Delivery\_End\_Date@]**;
- c) offer a total of **[@MTCU\_ETD\_AMTT\_Number\_CODA\_Intakes@]** Intakes;
- d) serve a maximum of **[@ MTCU\_ETD\_Number\_of\_Participants@]** Participants for all Intakes.

The Recipient shall ensure the CODA Program being delivered to Participants includes the following components:

- a) delivery of the diploma program component for the Trade consistent with the *Minister’s Binding Policy Directive on Framework for Programs of Instruction* which is available at <http://caat.edu.gov.on.ca>. The username is: caatsite; the password is: 900Mowat;

- b) delivery of all apprenticeship learning outcomes set out in the Apprenticeship Curriculum Standards for the Trade;
- c) a minimum of four months paid on-the-job-training in accordance with the Apprenticeship Training Standards for the Trade;
- d) at least two business or entrepreneurship courses regarding how to start or run a small business.

The Recipient shall:

- a) ensure that Participants are provided with comprehensive information on the CODA Program requirements and expectations for all components;
- b) allow for various entry and exit points for Participants;
- c) ensure that Participants are entered into the EOIS-APPR as Program participants upon starting the training; and
- d) advise Participants of the apprenticeship scholarship, the loans for tools program and other grants and incentives available to Apprentices and employers.

### **Diploma and Apprenticeship In-School Training Components**

The Recipient shall:

- a) deliver the learning outcomes described in the Apprenticeship Curriculum Standards for [@MTCU\_ETD\_Trade\_Name@] [MTCU\_ETD\_Trade\_Code@]. This is a [MTCU\_ETD\_Requirements@] trade governed by the *Ontario College of Trades and Apprenticeship Act, 2009*;
- b) ensure that instructors of learning outcomes hold a valid certificate of qualification in the Trade issued by OCOT, that is not suspended, if the Trade is a compulsory trade;
- c) ensure that the diploma and apprenticeship learning outcomes are delivered in no more than four (4) full-time semesters. The majority of the in-school apprenticeship training shall be delivered in the first two semesters. Additional in-school diploma and apprenticeship in-school training outside of the four semesters shall be achieved on a part-time basis and will not be funded under the Agreement; and

- d) ensure that Participants are provided with all available supports to ensure successful in-school diploma and apprenticeship training and encourage full attendance.

### **On-the-job-training Component**

In delivering the on-the job component, the Recipient shall:

- a) establish groups that provide ongoing advice and support to the Recipient;
- b) collaborate with Ministry staff to ensure that Participants are Apprentices prior to participating in on-the-job work placements within the CODA Program;
- c) ensure that Sponsors do not enter into Registered Training Agreements with Participants until on-the-job work placements have been arranged.
- d) provide possible placement support to Participants who have not entered into a Registered Training Agreement;
- e) initiate and maintain ongoing communication and collaboration with Sponsors to ensure that Sponsors:
  - provide information to Participants regarding on-the-job training responsibilities and expectations;
  - interview Participants to prepare for employment;
  - develop opportunities for short-and long-term employment;
  - ensure that Participants are provided with workplace-based training in the trade; and
  - network with employers in the community to promote apprenticeship training.
- f) ensure Sponsors validate and monitor on-the-job training each Participant receives;
- g) work with Sponsors to provide comprehensive work placement services to support Participants in securing and maintaining relevant paid employment such as:

- ensuring that a new training agreement is signed and registered with the Ministry when a Participant finds a new Sponsor; and
  - providing referrals and access to career centres and their services such as resume writing, interview techniques, career planning and job seeking; career information sessions or job fairs.
- h) ensure that the paid on-the-job training shall be Trade-appropriate and that the training is provided as outlined in the Apprenticeship Training Standards;
- i) ensure that all employment placements comply with all legislation and regulations. In particular, the Recipient shall ensure that the Participants are covered under WSIB or private workplace insurance while attending on the job training; and
- j) ensure that the Participants are placed with employers who have been approved as eligible to deliver the on-the-job training by the Ministry.

### **Participant Eligibility Requirements**

The Recipient shall ensure that Participants meet the following eligibility requirements:

- a) meet the admission criteria set out in the *Minister's Binding Policy Directive on Admissions Criteria* for the diploma program which is posted on the Ministry's website at <http://caat.edu.gov.on.ca> and are registered in the diploma program. The username is: caatsite; the password is: 900Mowat.
- b) meet any academic entry requirement required to be an Apprentice in the Trade;
- c) are at least 16 years of age; and
- d) are Apprentices prior to participating in the on-the-job-training component.

### **Key Performance Indicators and Evaluation**

The Recipient shall:

- a) participate in the ongoing Key Performance Indicator (KPI) collection process, including:
- the Graduate/Employer Survey,
  - the Student Satisfaction Survey, and

- the graduation rate calculation in the college which tracks CODA graduate employment and training outcomes, CODA Participant satisfaction with their training and CODA student graduation rates.
- b) ensure that Participants of the CODA Program participate in the Ministry Evaluation Framework, which shall be developed by the Ministry for use by all deliverers of the CODA Program. The evaluation framework shall include performance measures based on the following CODA Program outcomes:
- i. Number of increased new Apprentices;
  - ii. Number of CODA Participants that attain their diplomas;
  - iii. Number of CODA Participants that continue to work towards certification (certificate of apprenticeship/certificate of qualification);
  - iv. Number of Participants who successfully complete the CODA Program that fill local labour market high demand trades; and
  - v. Percentage of employer/sponsor and Participant satisfaction with the CODA Program.

## **Fees**

The Recipient shall establish tuition fees for the CODA Program in accordance with the *Minister's Binding Policy Directive on Tuition and Ancillary Fees* as detailed in the related operating procedure. This document may be found on the Ministry's website at <http://caat.edu.gov.on.ca>. The username is: caatsite; the password is: 900Mowat

## SCHEDULE "B"

### BUDGET

2014 - [ @MTCU\_ETD\_Fiscal\_Yr@ ]

Budget for Site ID Number: [ @MTCU\_ETD\_SDS\_Number@ ]

ITEM	AMOUNT
<b>Start-Up</b> Not to exceed \$25,000. Only provided if the Recipient will be carrying out the Project under the CODA Program, for the first time. This amount must be reconciled on year-end reporting.	\$[ @MTCU_ETD_B_Start_Up_Grant@ ]
<b>Marketing and Promotion</b> Not to exceed \$15,000. This amount must be reconciled on year-end reporting.	\$[ @MTCU_ETD_B_Marketing_and_Promotion_Grant@ ]
<b>In-Class Training</b> As applicable, payment is calculated at \$3,500 per <i>confirmed</i> Participant per semester for 4 semesters <i>or</i> payment is calculated at \$4,666 per <i>confirmed</i> Participant per semester for 3 semesters.	\$[ @MTCU_ETD_B_In_Class_Funds@ ]
<b>On-the-job Placement and Monitoring</b> Payment is calculated at \$500 per Participant who is successfully placed in a paid work placement. This is funded only once per Intake.	\$[ @MTCU_ETD_B_On_The_Job_Placement_and_Monitoring_Funds@ ]
<b>Maximum Funds</b>	\$[ @MTCU_ETD_Total_Contract_Value@ ]

Site Schedule Number: [ @MTCU\_ETD\_Site\_Schedule\_Number@ ]

## SCHEDULE “C”

### PAYMENT

2014 - [@MTCU\_ETD\_Fiscal\_Yr@]

**Maximum Number of Participants funded:**

[@MTCU\_ETD\_Number\_of\_Participants@]

PAYMENT	AMOUNT
<b>Initial payment (for Start-Up and Marketing and Promotion):*</b> Upon signing of the Agreement and receipt of the Recipient's Certificate of Insurance	\$[@MTCU_ETD_AMT_Initial_Payment@]
Receipt and Approval of Interim Report 1**	\$[@MTCU_ETD_AMT_MAX_Report_1_Payment@]
Receipt and Approval of Interim Report 2 **	\$[@MTCU_ETD_AMT_MAX_Report_2_Payment@]
Receipt and Approval of Interim Report 3 **	\$[@MTCU_ETD_AMT_MAX_Report_3_Payment@]
Receipt and Approval of Interim Report 4 **	\$[@MTCU_ETD_AMT_MAX_Report_4_Payment@]
Receipt and Approval of Interim Report 5 **	\$[@MTCU_ETD_AMT_MAX_Report_5_Payment@]
Receipt and Approval of Interim Report 6 **	\$[@MTCU_ETD_AMT_MAX_Report_6_Payment@]
Receipt and Approval of Interim Report 7 **	\$[@MTCU_ETD_AMT_MAX_Report_7_Payment@]
Receipt and Approval of Interim Report 8 **	\$[@MTCU_ETD_AMT_MAX_Report_8_Payment@]
Receipt and Approval of Interim Report 9 **	\$[@MTCU_ETD_AMT_MAX_Report_9_Payment@]
Receipt and Approval of Interim Report 10 **	\$[@MTCU_ETD_AMT_MAX_Report_10_Payment@]
Final payment ***	\$[@MTCU_ETD_AMT_Max_Final_Payment@]

#### **Initial payment**

- \* Spending relevant to the items in this disbursement must be reconciled on year-end financial reporting.

#### **Interim Reports**

- \*\* Payment calculation is determined by actual Participant numbers reported at the time of each interim report.
- \*\*\* 50% of the second to last payment is withheld and then released upon Ministry receipt and approval of the final report.



## SCHEDULE “D”

### REPORTS

2014 - [ @MTCU\_ETD\_Fiscal\_Yr@ ]

Name of Report	Due Date
Interim Report 1	[ @MTCU_ETD_Interim_Report_Date_1@ ]
Interim Report 2	[ @MTCU_ETD_Interim_Report_Date_2@ ]
Interim Report 3	[ @MTCU_ETD_Interim_Report_Date_3@ ]
Interim Report 4	[ @MTCU_ETD_Interim_Report_Date_4@ ]
Interim Report 5	[ @MTCU_ETD_Interim_Report_Date_5@ ]
Interim Report 6	[ @MTCU_ETD_Interim_Report_Date_6@ ]
Interim Report 7	[ @MTCU_ETD_Interim_Report_Date_7@ ]
Interim Report 8	[ @MTCU_ETD_Interim_Report_Date_8@ ]
Interim Report 9	[ @MTCU_ETD_Interim_Report_Date_9@ ]
Interim Report 10	[ @MTCU_ETD_Interim_Report_Date_10@ ]
Final Report	[ @MTCU_ETD_Final_Report_Date_1@ ]
Auditor's Report	As specified in the Audit and Accountability Requirements.
Statement of Revenue and Expenditure Report	As specified in the Audit and Accountability Requirements.
Reports specified from time to time	On a date or dates specified by the Ministry.

## REPORT DETAILS:

1. Each Interim Report shall outline progress on the Project, including but not limited to:
  - i. The actual number of Participants (headcounts) and the number that have completed each component of the program;
  - ii. A list of Participants in the CODA Program and an indication of their status (i.e. Level 1, 2 or 3 in apprenticeship training; Certificate or Diploma);
  - iii. Description of the activities and composition of the Sponsors (Interim Report 1 and Final Report only);
  - iv. Description of marketing and promotion activities;
  - v. Description of outreach strategies, involvement with employers, industry groups and the Sponsor;
  - vi. The successes and challenges with the CODA Program delivery, including work with employers and industry representatives; and
  - vii. The actual number of Participants to date and the number that have completed each component.
2. At the end of each semester the Recipient shall ensure that its TDA Subscriber enters into the EOIS-APPR the pass or fail information for each Participant.
3. The Final Report shall be based on the Interim Report template and shall include:
  - i. A list of Participants, indication of their status (i.e. Level 1, 2 or 3 in apprenticeship training; Certificate or Diploma) and whether they have passed or failed;
  - ii. Description of the activities and composition of the Sponsors;
  - iii. A narrative describing the successes and challenges of the CODA Program;
  - iv. The number of Participants who have completed in-school training;

- v. The number of Participants who found work in the Trade and shall continue apprenticeship training;
  - vi. A commitment to submit data 12-16 months after Final Report on proportion of Participants who 3 and 12 months after completion, are employed, unemployed, or continuing in another program; and
  - vii. Identification of any issues or concerns regarding the delivery of the CODA Program, and recommendations;
  - viii. Proportion of Participants satisfied with service received upon completion of the CODA Program;
  - ix. A commitment to submit data 12-16 months after Final Report on proportion of Participants who 3 and 12 months after completing the Program indicate their training helped prepare them for future employment; and
  - x. Average hourly earnings (if applicable)
4. The Interim Reports and the Final Report shall be submitted electronically in Microsoft (MS) compatible format to both the Service Delivery Manager at the Employment and Training Division Regional office and to the Ministry Contact set out in section 18.1 of the Agreement.

Submission Method:

The Recipient shall submit Reports and/or data securely, by one of the following methods:

- (a) PKI encrypted e-mail
- (b) Password protected

If the Recipient is unable to encrypt the e-mail, the MS document shall be password protected and may be sent by regular e-mail. In this case, the Recipient shall protect the document with a strong password of at least eight and ideally 14 or more characters which include a combination of upper and lower case letters, numbers and symbols rather than dictionary words. In such cases, the Recipient shall send the password to the Ministry by separate e-mail.

5. The Recipient shall ensure that all activities directly associated with the Project and funded under the Agreement are not funded by any other source of government funding.
6. A Financial Report related to the Project shall be provided in accordance with the Audit and Accountability Requirements.

## **SCHEDULE “E”**

### **PERFORMANCE COMMITMENTS**

2014 - [ @MTCU\_ETD\_Fiscal\_Yr@ ]

Performance Commitments for Site ID Number: [ @MTCU\_ETD\_SDS\_Number@ ]

<b>Intakes, Participants and Semesters</b>	
<b>Number of Intakes</b>	[ @MTCU_ETD_AMTT_Number_CODA_Intakes@ ]
<b>Maximum number of Participants</b>	[ @MTCU_ETD_T_Number_of_Participants@ ]
<b>Maximum number of approved semesters</b>	[ @MTCU_ETD_T_Number_of_Semesters@ ]

Site Schedule Number: [ @MTCU\_ETD\_Site\_Schedule\_Number@ ]

### **DELIVERY NOTES:**

1. The amount of each payment is calculated and verified based on the number of Participants at the time of each report.
2. Payment is calculated at \$3,500 per confirmed participant per semester for 4 semesters or payment is calculated at \$4,666 per confirmed participant per semester for 3 semesters.
3. There shall be a one-time payment of \$500 per Participant for on-the-job placements to support placement activities and monitor work placements.

## **SCHEDULE “F”**

### **NOTICE OF COLLECTION OF PERSONAL INFORMATION AND CONSENT**

The Ministry of Training, Colleges and Universities is providing a financial contribution to **[@Supplier Name@]** (the “College”) to deliver in-school apprenticeship training. Under the financial contribution agreement with the Ministry, the College is required to confirm enrolment and test results of apprentices. In addition, the College is required to give the Ministry and its contractors or auditors access to all of its records if necessary to review, inspect, investigate, monitor and audit the College’s performance of its obligations under the agreement with the Ministry.

Any personal information collected indirectly from the College shall become part of your apprenticeship file and shall be used by the Ministry to administer and finance Ontario’s Apprenticeship Training program. You may be contacted to request your voluntary participation in surveys and public relations campaigns related to the system. The Ministry may use the services of other Ontario ministries, contractors and auditors to administer and finance Apprenticeship Training.

Administration includes assessing and verifying your eligibility for apprenticeship, including your membership in the Ontario College of Trades (OCOT); registering you as an apprentice and maintaining your file; providing financial assistance to you and your training institution; processing your fees, issuing receipts and collecting overpayments; working with you and your employer or sponsor to support your progress and completion of workplace and classroom training; evaluating, monitoring and auditing your progress in your training and the activities of your employer, sponsor and training institution; reporting to Canada about the effectiveness of Apprenticeship Training as required under the Labour Market Agreement (LMA) between Canada and Ontario and the Labour Market Development Agreement (LMDA) between Canada and Ontario; enforcing your agreements with the Ministry and the legislation set out below; enforcing the agreements between the Ministry and your employer, sponsor and OCOT; conducting inspections and investigations; detecting, monitoring and preventing fraud; and conducting policy analysis, evaluation and research related to all aspects of Employment Ontario programs and services, including Apprenticeship Training.

Apprenticeship Training is partly funded by Canada under Part II of the *Employment Insurance Act* (EIA) and under the LMDA and the LMA. Under the LMDA, the Ministry must collect your social insurance number to provide reports to Canada to allow it to monitor and assess the Employment Insurance Program as required under s. 3 of the EIA and your registered training agreement(s), to the College under s. 80 of the *Ontario College of Trades and Apprenticeship Act*, 2009 when it is necessary for the College to carry out its responsibilities and may collect personal information from the College in order to administer and finance Apprenticeship Training.

The Ministry may disclose your personal information to the Ministry of Labour under an agreement between the ministries to enforce workplace health and safety under the *Occupational Health and Safety Act*.

The Ministry may disclose your apprenticeship contract or training agreement to any of your employers who need it for purposes of applying for the Apprenticeship Training Tax Credit under s. 43.13 of the *Corporations Tax Act*, R.S.O. 1990, c. C.40, as amended or s. 89 of the *Taxation Act*, 2007, S.O. 2007, c. 11, Sched. A and to Statistics Canada, under s. 13 of the *Statistics Act*, R.S.C. 1985, c. S-19, as amended.

Your personal information is collected under the authority of the *Ontario College of Trades and Apprenticeship Act*, 2009, S.O. 2009, c. 22; the LMA, the LMDA and ss. 3, 63 and 139 of the *Employment Insurance Act*, S.C. 1996, c.23, as amended, s. 76.29 of the *Employment Insurance Regulations*, S.O.R./96-332, ss. 10, 34(1) and 36(1) of the *Department of Human Resources and Skills Development Act*, S.C. 2005, c. 34; s. 8 of the *Privacy Act*; and s. 10.1 of the *Financial Administration Act*, R.S.O. 1990, c. F.12, as amended.

Questions about the collection and use of your personal information to administer and finance the system may be addressed to the Manager, Employment Ontario Contact Centre, 33 Bloor Street East, 2<sup>nd</sup> Floor, Toronto, Ontario M7A 2S3, toll-free: 1-800-387-5656; Toronto: 416-326-5656; TTY: 1-866-533-6339 or 416-325-4084.

By signing below, you give consent to the Ministry to collect, use and disclose personal information about you where relevant to the administration and financing of Apprenticeship Training.

Signature\_\_\_\_\_

Date\_\_\_\_\_  
Day Month Year

Print Name\_\_\_\_\_

For participants under 18 years of age, the parent or guardian must also sign:

Signature\_\_\_\_\_

Date\_\_\_\_\_  
Day Month Year

Print Name\_\_\_\_\_