

Attention Treaty #3 Post Secondary Students

ANNOUNCING THE CAREER EMPLOYMENT MATCH PROGRAM 2020 “A Summer Employment Program for Post-Secondary Students”

If you are up to 30 years of age, currently attending a recognized post-secondary institution and will be looking for a job for the summer, inquire about the **Career Employment Match Program**. This program is intended to provide you, as a post-secondary student with employment that is related to your specific field of study. Please read the program guidelines and criteria to ensure that you meet eligibility guidelines.

Priority: All jobs will be considered; however, careers that are identified as a “skills shortage” in the Treaty #3 area will be given priority.

Objective: To provide summer employment opportunities to Treaty 3 post-secondary students in career-related employment in their specific field of study.

Application Guidelines and Criteria:

- Employment must be related to student’s career goals and field of study;
- Student must be attending a recognized post-secondary institute and provide a letter of verification;
- Students must take initiative of finding a suitable and eligible employer;
- Students must register as a “*jobseeker*” through the Anokiiwin Job Connect website: www.shooniyaajobconnect.com and submit resume with program application;
- Employers must also register as an “*employer*” through the Anokiiwin Job Connect website;
- Employment can take place anytime between **May 11, 2020 to August 28, 2020**, but limited to maximum of 12 weeks and up to 35 hours per week; Employers have the option to extend employment period at their own cost;

Approved Wage rates to be determined by the year of study completed in spring of 2020:

| Year of Completion in Spring of 2020 | CEM Contribution per hour | Minimum Employer Contribution – 10% |
|--------------------------------------|---------------------------|-------------------------------------|
| Completion of Year One | \$14.00 | \$ 1.40 |
| Completion of Year Two | \$14.60 | \$ 1.46 |
| Completion of Year Three | \$15.60 | \$ 1.56 |
| Completion of Year Four | \$16.60 | \$ 1.66 |
| Completion of Year Five or final | \$17.60 | \$ 1.76 |

Students who are eligible:

- Must have completed at least one year of full-time post-secondary studies and be resuming full-time studies in the fall of 2020;
- Be a Treaty #3 member under our ISET agreement;
- Be up to 30 years of age, at time of application;
- Be available to attend a Shooniyaa Wa-Biitong sponsored Youth oriented 1-day event if selected

Employers who are eligible:

- Non-profit, or private sector, in operation for a minimum of 6 months and provide evidence;
- Be able to contribute a minimum of 10% towards hourly wage of above noted rates;
- Costs for Mandatory Employment Related Costs, and WSIB/private insurance, are eligible for non-profit employers;
- Must have third party liability insurance or WSIB;
- Must be able to provide quality work experience, safety polices, training and guided supervision;

- Agree to allow student (if selected) to attend Shooniyaa Wa-Biitong sponsored Youth event 1-day with notice;
- Employer must agree to participate in a 1-day workshop with travel grant and lunch to be provided;
- Be in satisfactory standing with Shooniyaa Wa-Biitong – i.e. previous and/or current projects;
- Agree to the “Employment and Training Agreement”

1. What is my first step?

Market yourself so that you are successful in finding an eligible employer who can provide you with the quality work experience related to your field of study and is able to provide supervision and mentorship. Review and have the attached program description available for the employer to review. Contact or visit one of our Employment and Training Centres listed below to speak to an Employment Advisor, to update your resume or for guidance on job-search skills and labour market information.

Ozhibii'igewigamig Employment and Training Centre

326 Second Street South, Kenora
1-800-545-5113, ext 249

Anokiiwin – Eastern Area Office

1455 Idylwild Drive, Nanicost, Fort Frances
1-800-545-5113, ext 201

2. What happens after I find an employer and the employer has agreed to hire me under the Career Employment Match Program?

*If the employer has agreed to hire you, complete the attached **Student Application** form. The employer will also have to complete the attached **Employer Application** form. The employer may contact Shirley Kelly, Program Supervisor 1-800-545-5113, ext 226 if there are any questions on the program or application process and payment policies.*

3. When is the deadline to submit my application and the employer's application?

*The deadline for submitting both the Student and Employer application is **April 24, 2020.***

4. When will I, or my employer, be notified of a decision that the funding is approved to hire me?

Should your application be approved, your employer will receive an official approval letter by May 1, 2020. A copy of the letter will be sent to you via email.

5. What are my chances for receiving funding?

There is an increasing demand on the CEM program. With limited funding, not all applications may receive the amount of funding as requested or may be assessed against other priorities.

Assessment: All applications will undergo an assessment process, which will include:

- Student and Employer meet eligibility criteria;
- The job is identified as a skills shortage in the Treaty #3 area;
- The value of the work experience being provided;
- The employment matches the career/educational field of the student;
- Availability of program funds.

Deadline: Mail, fax, email or deliver your application package by April 24, 2020

Contact Tracey Councillor at 1-800-545-5113, Eastern Area Office, ext 261 or email: youthcoordinator@shooniyaa.org for further information about the program or application process.

Shooniyaa Wa-Biitong Employment and Training Centre
580 Lakeview Drive, P.O. Box 2909, Kenora, Ontario P9N 3X8
Fax: (807) 468-1813

Shooniyaa Wa-Biitong Training & Employment Centre For the Treaty No. 3 Area

P.O. Box 2909, Kenora, Ontario, P9N 3X8 • Fax: (807) 468-1813 • Toll Free: 1-800-545-5113

CAREER EMPLOYMENT MATCH PROGRAM 2020 "A Summer Employment Program for Post-Secondary Students"

Student Application Form

To be completed by Student and attached with Employer Application

Protected when completed

| | |
|--|--|
| Official Use Only: File: ____/____/____/____/____/____ | Shooniyaa Wa-Biitong is committed to respecting your privacy and protecting your personal information. This document and the information in it are provided in confidence, for the sole purpose of Shooniyaa Wa-Biitong, and may not be disclosed to any third party or used for any other purpose without the express written purpose of the participant. |
|--|--|

PART A – STUDENT INFORMATION

| | | | |
|-----------------|-----------|--------------------|----------------|
| First Name: | | Middle Initial(s): | Last Name: |
| Mailing Address | | | Telephone: |
| City/Town: | Province: | Postal Code: | Email Address: |

| | | | | |
|---|--|---|----------------------------|--|
| Social Insurance Number: <i>MANDATORY</i> → | ____/____/____/____/____/____/____/____/____ | Date of Birth: <i>MANDATORY</i> → | ____/____/____ MM DD YY | Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female |
|---|--|---|----------------------------|--|

| | | | |
|---|---------------------------------------|---|---|
| Marital Status: <input type="checkbox"/> Single <input type="checkbox"/> Widowed <input type="checkbox"/> Divorced <input type="checkbox"/> Separated <input type="checkbox"/> Single Parent <input type="checkbox"/> Married or Equivalent | Number of Dependents: _____ | Do you consider yourself to be a person with a disability? <input type="checkbox"/> Yes <input type="checkbox"/> No | Primary Language Spoken: <input type="checkbox"/> English <input type="checkbox"/> French <input type="checkbox"/> Aboriginal language(s) Specify (If Aboriginal): _____ |
|---|---------------------------------------|---|---|

| | | |
|--|---|---|
| Aboriginal Type: <input type="checkbox"/> Not Aboriginal <input type="checkbox"/> Inuit <input type="checkbox"/> Metis <input type="checkbox"/> Registered (Status) Indian <input type="checkbox"/> Non-Status Indian | If Registered (Status) Indian, please state the First Nation you belong to: _____ | Do you reside on a First Nation? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|--|---|---|

PART B – POST-SECONDARY INFORMATION

| | | | |
|----------------------------|--|---|----------------------------|
| Program/Field of Study: | Name of Post-Secondary Institute and Province: | Date Began: | Expected Completion Date: |
| | | ____/____/____ MM DD YY | ____/____/____ MM DD YY |
| Post-Secondary Counsellor: | Phone: | Year of Study Completed: (Please provide letter of verification from post-secondary counsellor or school official) () 1 st Year () 2 nd Year () 3 rd Year () 4 th Year () 5 th Year | |

PART C – EMPLOYMENT DETAILS

Describe in summary form how the employment experience to be provided by the employer will match the field of study that you are currently studying.

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 P.O. Box 2909, Kenora, Ontario, P9N 3X8 • Fax: (807) 468-1813 • Toll Free: 1-800-545-5113

| | | |
|---|---|---|
| Name, Address & Phone Number of Employer: (Attach employer application) | Name of Contact Person/Supervisor: | |
| Job Title: | Start Date of Employment: ____/____/____ MM DD YY | End Date of Employment: ____/____/____ MM DD YY |
| PART D: CONSENT AND DECLARATION | | |
| <p>I, _____, hereby declare that I am legally entitled to work in Canada, that I was a full-time student during the preceding academic year, and that I intend to return to school full-time the upcoming academic year. I certify that I am not a member of the employer's immediate family or of the corporation senior officer or director. I do not have any other full-time jobs (i.e. 30 hours or more per week) for the duration specified above. I consent to the use of my information for the database and future referral to potential employers.</p> <p>I certify that the above information is accurate and true to the best of my knowledge. Failure to do so or knowingly providing false information will result in funding (if approved) being revoked.</p> <p>I hereby consent to the release of my information confirming my status as a student and band membership affiliation. By signing this consent form, I grant permission to release of my name and photograph to be published as a participant of the Career Employment Match Program.</p> | | |
| Participant's Signature: | Date: | |

Under the Privacy Act, the personal information collected on this form may be accessed by the participant.

Please ensure that you have completed the following steps and enclosed all supporting documentation as follows:

1. A copy of your most recent resume
2. A letter of verification from your post-secondary counsellor or school official
3. Registered as a job seeker on Shooniyaa Wa-Biitong's online job bank, Anokiiwin Job Connect, at www.shooniyaajobconnect.com
4. Attached Employer Application

Official Use Only:

| | |
|------------------|----------------|
| Program Officer: | Date Received: |
|------------------|----------------|

CAREER EMPLOYMENT MATCH PROGRAM 2020
“A Summer Employment Program for Post-Secondary Students”

Employer Application Form

Protected when completed

PART A – EMPLOYER INFORMATION

| | | | |
|---------------------------|-----------------------------|--|---|
| Common Name of Applicant: | | Official Use Only: File: ____/____/____/____/____/____/____/____ | |
| Legal Name of Applicant: | | Type of Services/Products: | |
| Mailing Address: | | Telephone: | Fax: |
| City/Town: | Province: | Postal Code: | <input type="checkbox"/> Profit <input type="checkbox"/> Non-Profit – Years in Business: _____ |
| Contact Person: | Revenue Canada Taxation No. | Registration/Charter No. & Date | |

PART B – EMPLOYMENT DETAILS

| | | | |
|--|---|---|-------------------------------------|
| Name and Title of workplace supervisor/mentor: | | Location of Employment Activity: <i>(Please provide attach evidence of Liability Insurance and WSIB coverage)</i> | |
| Hours per week: | | Rate per hour: | |
| Number of Weeks: | Start Date: ____/____/____ MM DD YY | End Date: ____/____/____ MM DD YY | Total Contribution Requested: \$ |

Describe in summary form what the work experience will entail describing task and responsibilities, including the title of the position, and a supervision and mentoring plan. Please attach supporting documentation.

Job Title:

Tasks and Responsibilities:

Shooniyaa Wa-Biitong Training & Employment Centre For the Treaty No. 3 Area
P.O. Box 2909, Kenora, Ontario, P9N 3X8 • Fax: (807) 468-1813 • Toll Free: 1-800-545-5113

Supervision and Mentoring Plan:

| PART C – BUDGET (all budget amounts must be rounded to the nearest dollar) | | | | | | | | | | |
|---|------------------------------|-----------------------------------|-----------------|--------------------------|---------------------------------|---------------------------------------|------------------|-------------------------------|--|--|
| Job Title | Number of students requested | Anticipated start date (MM/DD/YY) | Number of weeks | Number of hours per week | Total number of hours ((dxe)xb) | Wages | | Not-for-profit employers only | Total contribution requested from SWB* ((fxh)+i) | Total employer contribution (Wage and MERCs if applicable) |
| | | | | | | Hourly wage to be paid to the student | SWB* hourly wage | MERCs** requested | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTAL | | N/A | N/A | N/A | | N/A | N/A | | | |
| Official Use Only: Approved Amount | | | | | | | | | | |

*Shooniyaa Wa-Biitong

**Mandatory Employment Related Costs

| PART D – SIGNATURE AND DECLARATION | | | |
|--|-----------|------------|-------|
| <p>Once completed and submitted, this Career Employment Match Application, if approved by Shooniyaa Wa-Biitong, will form the agreement between Shooniyaa Wa-Biitong and the Employer. The organization will then be subject to the attached Employment and Training Agreement. The Employer agrees under this agreement to provide the jobs at the hourly wage rate, for the number of hours per week and the number described in the above budget, or approved amount by Shooniyaa Wa-Biitong.</p> <p>We hereby declare that the EMPLOYER is not a member of the immediate family of a sponsor or of a director or senior member of the sponsor. Sponsor means the individual or organization receiving funding from Shooniyaa Wa-Biitong to conduct a project. The immediate family is defined as: father, mother, step-father, step-mother, foster parent, brother, sister, spouse (including common-law spouse), child (including child of common-law spouse), step-child, ward, father-in-law, mother-in-law, and relative with whom the person permanently resides</p> <p>I HAVE READ AND UNDERSTOOD THE APPLICATION AND THE ATTACHED SHOONIYAA WA-BIITONG EMPLOYMENT AND TRAINING AGREEMENT AND DECLARE THAT THE JOB WOULD NOT BE CREATED WITHOUT THE FINANCIAL ASSISTANCE PROVIDED UNDER A POTENTIAL AGREEMENT.</p> <p>WE CERTIFY THAT EACH JOB TO BE CREATED FOR A PARTICIPANT IS IN ADDITION OF EMPLOYMENT FOR THE PERIOD AND THAT ALL INFORMATION ON THIS APPLICATION IS ACCURATE. IN ADDITION, BY SIGNATURE OF THE APPLICATION, WE WILL ABIDE BY THE PROGRAM TERMS AND CONDITIONS. I CONSENT TO THE USE OF THIS INFORMATION TO THE EMPLOYER DATABASE.</p> | | | |
| Name: (Please Print) | Position: | Signature: | Date: |
| Name: (Please Print) | Position: | Signature: | Date: |

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| | | | | |
|--|--------------------|-------|------------------------|------------------|
| PART E – FINANCIAL RECORDS | | | | |
| Name of Person Responsible for Maintaining Book-keeping and Financial Records: | | | Telephone No. Business | Fax No. Business |
| Name of Bank: | Account Number(s): | | | Type of Account: |
| Address: | | City: | Province: | Postal Code: |
| LEGAL SIGNING OFFICERS (those who have legal authority to sign the contract, amendments, financial reports, etc.) | | | | |
| Title: | Name: | | | Signature |
| 1. | | | | |
| 2. | | | | |
| 3. | | | | |
| 4. | | | | |
| How many of the above signatures, and in what combination are required to bind your organization in a legal agreement? | | | | |
| | | | | |

Official Use Only:

| | |
|----------------------------------|----------------|
| Program Officer: | Date Received: |
| Approval Authorization Signature | Date |

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EMPLOYMENT AND TRAINING AGREEMENT

BETWEEN

SHOONIYAA WA-BIITONG TRAINING AND EMPLOYMENT CENTRE FOR THE TREATY NO. 3 AREA

P.O. 2909, Kenora, Ontario P9N 3X8
(Hereinafter called “Shooniyaa Wa-Biitong”)

AND

The Employer identified as the “Legal Name of Employer” on the attached “Career Employment Match Program – Application”
(Hereinafter called the “Employer”)

Whereas SHOONIYAA WA-BIITONG wishes to provide work/training opportunities to unemployed individuals facing serious labour market difficulties; and whereas the EMPLOYER proposes to train the trainees(s) and provide them with the training or work activities, or both, as described in the application.

Now, therefore, SHOONIYAA WA-BIITONG and the EMPLOYER agree as follows:

1.00 THE WORK/TRAINING ACTIVITY

- 1.01 The EMPLOYER agrees to train the trainee or trainees (as the case may be) listed in the application (hereinafter referred as the “trainees”) and provide them the work activities or training, or both, described in the application (hereinafter called the “work/training”).
- 1.02 The EMPLOYER shall provide the work/training in a diligent and professional manner, using qualified personnel.
- 1.03 The work/training shall be carried out and completed during period specified in the application (hereinafter called the work/training period).
- 1.04 The EMPLOYER shall not alter the scope of the work/training or make changes to the trainee(s) in the application without prior written approval of SHOONIYAA WA-BIITONG.

2.00 THE CONTRIBUTION

- 2.01 Subject to all other provisions of this agreement, SHOONIYAA WA-BIITONG agrees to pay the EMPLOYER the following:
- (a) A contribution in respect of the wage and mandatory employment related (if applicable) costs incurred and paid by the EMPLOYER in providing to the employees the training described in the application, the amount of each contribution to be determined as follows:
- (i) Subject to subparagraph (ii), the EMPLOYER shall be reimbursed an amount equal to the product obtained by multiplying the approved hourly rate specified in the application by the number of hours of training received by the employee.
- (ii) The maximum contribution for training costs shall not exceed the maximum contribution amount for training costs specified in the application, and
- 2.02 SHOONIYAA WA-BIITONG shall have no obligation to pay any amount on account of the contribution for costs incurred before or after the work/training period.
- 2.03 Notwithstanding any provision of this agreement, no contribution is payable in respect of any costs incurred in respect of a trainee who is a member of the immediate family of the EMPLOYER, or if the EMPLOYER is a corporation or unincorporated association, who is a member of the immediate family of an officer or director of the corporation or unincorporated associate, unless SHOONIYAA WA-BIITONG is satisfied that the selection of the trainee was not the result of favoritism over another qualified candidate.
- 2.04 For the purposes of this section, “immediate family” means father, mother, stepfather, stepmother, foster parent, brother, sister, spouse (Including common-law spouse), child (including child of common-law spouse), stepchild, ward, father-in-law, mother-in-law or relative permanently residing with the EMPLOYER, officer or director, as the case may be.

3:00 TERMS OF PAYMENT

- 3.01 Subject to section 3.02, SHOONIYAA WA-BIITONG will make payments based on an advance and reconciliation of advance to release a final payment owing to the EMPLOYER.
- 3.02 Each claim for reimbursement shall also be accompanied by an Activities Report, reporting on the progress of the work/training activities during the period in respect of which the claim is being made.
- 3.03 Unless otherwise authorized by SHOONIYAA WA-BIITONG, no claim by an EMPLOYER under this section shall be for a period less than 30 days or greater than 90 days.

4.0 INFORMATION REQUIREMENTS

- 4.01 The EMPLOYER shall
- (a) Maintain proper books, accounts and records, in accordance with accepted business and accounting practices, of the costs of the training incurred by the EMPLOYER and of all expenditures or commitments made in relation thereto;
 - (b) Maintain proper records of the number of hours of training received by the employee;
 - (c) Make such books, accounts and records available at all reasonable times for inspection and audit by SHOONIYAA WA-BIITONG or its representatives, and
 - (d) Upon request, provide SHOONIYAA WA-BIITONG with any other information that may be required with respect to such books, accounts and records.
 - (e) The EMPLOYER upon request by SHOONIYAA WA-BIITONG shall allow representatives of SHOONIYAA WA-BIITONG access to the EMPLOYER'S premises at all reasonable times to monitor and inspect the progress of the work/training.

5.0 GST

- 5.01 Notwithstanding any other provision of this agreement, no contribution is payable by SHOONIYAA WA-BIITONG in respect of the portion of the cost of any eligible goods or services which represents the amount of the Goods and Services Tax (GST) paid on such goods or services for which the service provider is entitled to claim an input tax credit or rebate.
- 5.02 For the purposes of subsection (1) "eligible goods and services" means any goods or services purchased by the service provider in carrying out this agreement in respect of the cost of which SHOONIYAA WA-BIITONG has agreed to pay a contribution.

6.0 REPRESENTATION AND WARRANTIES

- 6.01 The EMPLOYER represents and warrants, and it is a condition of this agreement, that:
- (a) No employee has been hired to fill a position left vacant due to an industrial dispute at the EMPLOYER'S premises, to fill the position of a worker who has been laid off and is awaiting recall, or to displace another worker employed by the EMPLOYER.
 - (b) All statements made to SHOONIYAA WA-BIITONG are true and all relevant facts have been disclosed.
- 6.02 In addition to any remedy provided for under this agreement, if a representation and/or warranty referred to in paragraph 6.01 (a) is not true and accurate SHOONIYAA WA-BIITONG may require the EMPLOYER to forthwith repay as a debt owing SHOONIYAA WA-BIITONG the amount of the contribution paid in respect of the employee(s) in respect of whom the untrue and inaccurate representation and warranty was given.

7.00 DEFAULT

- 7.01 The following constitute Events of Default
- (a) the EMPLOYER becomes bankrupt or insolvent, goes into receivership, or takes the benefits 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 EMPLOYER, or the EMPLOYER is dissolved;
 - (c) the EMPLOYER has knowingly submitted false or misleading information to SHOONIYAA WA-BIITONG;
 - (d) the EMPLOYER is in breach of the performance of, or compliance with, any term, condition or obligation on its part to be observed or performed;
 - (e) any representation or warranty made by the EMPLOYER is not true and accurate;
 - (f) the EMPLOYER ceased to carry on the work/training;

(g) in the opinion of SHOONIYAA WA-BIITONG, the EMPLOYER has failed to conduct the work/training in an acceptable manner.

7.02 If an Event of Default occurs, SHOONIYAA WA-BIITONG may, in addition to any other remedies otherwise available, exercise either or both of the following remedies;

- (a) immediately suspend any obligation by SHOONIYAA WA-BIITONG to make or continue to make any contribution to the EMPLOYER, including any obligation to pay an amount owing prior to the date of such notice, until such Event of Default is corrected;
- (b) immediately terminate any obligation by SHOONIYAA WA-BIITONG to make any further contribution to the EMPLOYER including any obligations to pay an amount owing prior to the date of such termination.

8.0 DISPOSITION OF ASSETS

8.01 The EMPLOYER undertakes not to sell, transfer, mortgage, pledge, lease or otherwise dispose of, during the training period, any assets purchased with the contribution without the prior written consent of SHOONIYAA WA-BIITONG;

8.02 Upon completion of the training, or upon termination of the agreement, if earlier, the EMPLOYER agrees to dispose of, in such manner as SHOONIYAA WA-BIITONG may direct, all remaining assets purchased with the contribution other than;

- (a) any assets costing less than \$250, or
- (b) any asset that has been physically incorporated into the premises of the EMPLOYER.

8.03 All proceeds of disposition of the remaining assets are the property of SHOONIYAA WA-BIITONG and shall be paid to SHOONIYAA WA-BIITONG forthwith upon receipt by the EMPLOYER.

9.0 GENERAL

9.01 In the event payments by SHOONIYAA WA-BIITONG under this agreement exceed the amount to which the EMPLOYER is properly entitled, the amount of such excess shall be payable forthwith to SHOONIYAA WA-BIITONG upon receipt of notice thereof and such amount shall be a debt due to SHOONIYAA WA-BIITONG.

9.02 This agreement may be amended by the mutual consent of the parties. To be valid, any amendment to this agreement shall be in writing and signed by the parties.

9.03 No member of the House of Commons shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

9.04 The parties hereto declare that nothing in this agreement shall be construed as creating a partnership or agency relationship between the parties.

9.05 The EMPLOYER shall provide the work/training in accordance with all laws, by-laws and regulations and prior to the commencement of the training shall obtain all permits, licenses, consents and other authorizations as may be required to permit the training.

9.06 The EMPLOYER shall provide to SHOONIYAA WA-BIITONG evidence of Third Party Liability Insurance, showing SHOONIYAA WA-BIITONG as additional named insured, if required by SHOONIYAA WA-BIITONG in a form satisfactory to SHOONIYAA WA-BIITONG.

9.07 The EMPLOYER hereby releases and forever discharges SHOONIYAA WA-BIITONG from all claims, demands, actions, suits, or other proceedings arising out of or in any way related to the work/training, including any claims, demands, actions, suits, or other proceedings initiated by or participated in by any employees.

9.08 The EMPLOYER agrees to indemnify SHOONIYAA WA-BIITONG and its officers, directors, employees and agents against all costs incurred as a result to a claim or proceeding brought against SHOONIYAA WA-BIITONG related to the work/training and other activities undertaken under this agreement unless such claim or proceeding was the result of the negligent or willful act of any director, officer, employee or agent of SHOONIYAA WA-BIITONG while acting in the scope of his or her employment.

9.09 Any notice to either party with respect to this agreement shall be effectively given if sent by letter or facsimile. Any notice sent by facsimile shall be deemed to have been received one working day after being sent. Any notice that is mailed shall be deemed to have been received 8 calendar days after being mailed.

- (a) Any notice or other communication to SHOONIYAA WA-BIITONG under this agreement shall be addressed to the address shown on Schedule A of this agreement or as otherwise specified in writing by SHOONIYAA WA-BIITONG.
- (b) Any notice or other communication to the EMPLOYER under this agreement shall be addressed to the address shown on Schedule A of this agreement.

- 9.10 This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous agreements between the parties.
- 9.11 If the EMPLOYER is an unincorporated organization, it is agreed by the representatives of the EMPLOYER signing this agreement on behalf of the EMPLOYER, that they shall be personally, jointly, and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the EMPLOYER under this agreement.
- 9.12 This agreement shall come into force and effect when both parties to this agreement execute it.

10.0 REPORTS AND INFORMATION

- 10.01 The EMPLOYER shall, upon request, provide SHOONIYAA WA-BIITONG with progress reports, satisfactory to SHOONIYAA WA-BIITONG in scope and detail, concerning the progress of the project, including information collected to date under the below noted section with respect to the Project Participants.
- 10.02 The EMPLOYER shall, upon request, arrange for representatives of SHOONIYAA WA-BIITONG to have access to the site or sites, including access to project participants in a confidential setting, where the Project activities are being carried out to monitor the progress of the project.
- 10.03 The EMPLOYER shall provide SHOONIYAA WA-BIITONG with copies of all reports, studies or other publications produced by the EMPLOYER in carrying out the project.
- 10.04 The EMPLOYER will assist SHOONIYAA WA-BIITONG in:
- (a) evaluating the project's success in assisting the participants to obtain or keep employment, and
 - (b) determining a participant's need for any further assistance in order for the participant to obtain or keep employment.
- 10.05 The EMPLOYER shall, with respect to each participant on the Project, keep records containing the information as set out in any Schedule attached to this agreement.
- 10.06 Prior to collecting or compiling the information referred to in the above section, the EMPLOYER shall inform each participant that the information will be shared with HRDC and SHOONIYAA WA-BIITONG and the purpose of which the information is being collected or compiled. The EMPLOYER shall also inform each participant of his/her rights under the privacy act and to obtain access to that information from SHOONIYAA WA-BIITONG and/or HRDC.
- 10.07 All information about the participants collected by the EMPLOYER under the above sections shall be treated as confidential and the EMPLOYER shall take all measures reasonably necessary, including those set out any instructions issued by HRDC or SHOONIYAA WA-BIITONG, for the protection of same against unauthorized release or disclosure. Upon completion of the Project, or upon termination of the agreement, if earlier, the EMPLOYER shall turn over the records and information to SHOONIYAA WA-BIITONG.

11.0 PUBLICITY

- 11.01 The EMPLOYER shall ensure that in any and all communication activities, publications, advertising and press releases referring to the project, includes an appropriate acknowledgment, in terms satisfactory to SHOONIYAA WA-BIITONG, of SHOONIYAA WA-BIITONG's and HRDC's contribution. The EMPLOYER shall notify SHOONIYAA WA-BIITONG in advance of any and all such communication activities, publications, advertising and press releases.