

Northern Ontario Heritage Fund Corporation
Northern Ontario Internship Program Agreement

THIS AGREEMENT is made effective as of **May 10, 2018** (the "Agreement")

B E T W E E N: **Northern Ontario Heritage Fund Corporation ("NOHFC")**

A N D: **TOWN OF FORT FRANCES (the "Employer")**

WHEREAS the Employer is a municipality under the laws of Ontario and wishes to obtain financial assistance from NOHFC to enable it to continue to employ Yingwen Tan (the "**Intern**") for an additional year so that the Intern can continue working towards her professional accreditation as a Professional Engineers of Ontario, as more fully described in Schedule B;

AND WHEREAS further to the approval letter from the Executive Director of NOHFC dated as of March 6, 2019 (the "**Approval Letter**"), NOHFC wishes to provide financial assistance towards the costs of the second year of the Position in the form of a conditional contribution that would not need to be repaid by the Employer provided that the terms and conditions of this Agreement are satisfied;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

A. The Agreement

The following Schedules are attached to, and form part of, this Agreement:

- Schedule A - Terms and Conditions
- Schedule B - Position Description and Financial Information
- Schedule C - Form of Request for Reimbursement
- Schedule D - Final Report

Capitalised terms not otherwise defined in this document shall have the meanings ascribed to them in Schedule A.

B. Agreement Term and Internship Work Term

This Agreement shall be in effect until the earliest of:

- (i) the final day of the Work Term;
- (ii) the 24-month anniversary of the date of the Approval Letter, and
- (iii) the date this Agreement is otherwise terminated in accordance with its terms.

The Employer shall cause the Position to be filled and paid for during the Work Term. The Work Term must last for a period of 52 weeks and must be completed within 24 months after the date of the Approval Letter. No financial assistance will be provided for any employment after such date.

C. Contribution

The Contribution is limited to the lesser of:

- (i) ninety percent (**90%**) of Eligible Costs incurred and paid by the Employer to the Intern during the Work Term (Note: this percentage is based on the weekly wage set out in Schedule B; if the Employer pays the Intern more or less than that wage, NOHFC will adjust the percentage accordingly), and
- (ii) **thirty one thousand five hundred dollars** (\$31,500.00)

D. Specific Terms and Conditions

NOHFC's obligation to pay some or all of the Contribution to the Employer at any time during the term of this Agreement is conditional upon the Employer recruiting, hiring, training and paying the Intern in accordance with this Agreement and complying with all other provisions of this Agreement, including the additional terms set out in this section D, if any.

E. Contact

The contact information for the parties is as follows:

	NOHFC	TOWN OF FORT FRANCES
Full Legal Name	Northern Ontario Heritage Fund Corporation	TOWN OF FORT FRANCES
Address	70 Foster Drive, Suite 200 Sault St. Marie, Ontario P6A 6V8	320 Portage Avenue Fort Frances ON P9A 3P9
Contact Name	Melanie Muncaster	Travis Rob
	Executive Director	Manager, Operations and Facilities
Telephone	1 (800) 461-8329; 1 (705) 945-6700	
Facsimile	1 (705) 945-6701	
E-mail	nohfc@ndm.gov.on.ca	trob@fortfrances.ca

[Signature page follows]

F. Agreement to be Bound.

The parties to this Agreement acknowledge and agree that they have read it, understand it, have the authority to enter into it and agree to be bound by it. The signatories certify that they have the power and authority to bind the party on behalf of which they are executing this Agreement.

TOWN OF FORT FRANCES

By: _____ Date Signed: _____

Name (Print): _____ Title: _____

NORTHERN ONTARIO HERITAGE FUND CORPORATION

By: _____ Date Signed: _____
Melanie Muncaster, Executive Director

SCHEDULE A
TERMS AND CONDITIONS

1. Interpretation

- 1.1. In this Agreement, the following capitalized terms have the meanings set out below:
- (a) "Contribution" means the conditional contribution payable by NOHFC to the Employer in accordance with this Agreement;
 - (b) "Eligible Candidate" means an individual who (i) is a graduate of a college or university from any country with qualifications in a field of study that is related to the employment offered by the Employer and is eligible to work in Canada, and (ii) not an immediate family member or relative of the Employer;
 - (c) "Eligible Costs" means the actual salary or wages paid to the Intern which were incurred by the Employer during the Work Term, but does not include:
 - (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); sick pay; and
 - (ii) the Employer's portion of statutory remittances, including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums;
 - (d) "Intern" has the meaning set forth in the recitals of this Agreement, and
 - (e) "Northern Ontario" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming;
 - (f) "Position" means the internship position described in Schedule B;
 - (g) "Work Term" means the timing and duration of the Position set out in Schedule B. The Work Term may not commence prior to the date of the Employer's application to NOHFC in respect of this Agreement.
- 1.2. In the event of conflict between the provisions of the different components of this Agreement, the main body of this Agreement shall prevail over the Schedules, and Schedule A shall prevail over Schedule B.

2. Position and Hiring

- 2.1. The Employer shall fulfill its obligations under this Agreement with due diligence and in a businesslike manner. At all times, the Employer shall be responsible for (i) the identification and recruitment of Eligible Candidates, and (ii) the hiring, training, supervision and payment of the Intern. The Employer shall have provided (and shall

provide upon request) such information to the assigned project officer about the Intern as NOHFC may reasonably require (but not personal information, as defined in the Freedom of Information and Protection of Privacy Act, unless the disclosure of such personal information has been consented to by the prospective Intern) to satisfy NOHFC that the Intern meets the applicable eligibility criteria set out in the definition of Eligible Candidate, above. NOHFC has no responsibility for, no relationship with, and no liability for the actions of, any Intern.

- 2.2. The Employer agrees that it is responsible for recruiting Eligible Candidates through a fair selection process and will work through career centres of post-secondary educational institutions, where reasonably possible.
- 2.3. The Employer shall not alter any element of a Position (as described in its application for a Contribution) or permit or cause any other material change to the Position, without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 2.4. The Contribution is intended to reimburse the Employer for a portion of the salary paid by the Employer to the Intern, and may not be applied towards the salary of any other employee of the Employer. If the Position becomes vacant for any reason prior to the end of the Work Term, the Employer must immediately notify NOHFC.

Despite the foregoing, if the Employer wishes to hire a new intern for any position at any time, the Employer may submit a new funding application under the Northern Ontario Internship Program, which will be evaluated in the normal course in accordance with NOHFC's usual guidelines and criteria.

3. Contribution Conditions

- 3.1. NOHFC makes the Contribution on the basis of reimbursement for Eligible Costs incurred. On expiry or termination of this Agreement or termination of a Position, NOHFC may recover any excess of funds provided to the Employer and such amount is considered to be a debt immediately due and payable to NOHFC.
- 3.2. The amount of the Contribution paid to the Employer shall be used only to reimburse actual expenditures on Eligible Costs during the Work Term.
- 3.3. In no event will NOHFC be responsible for funding any cost overruns related to a Position.
- 3.4. Before advancing any part of the Contribution, NOHFC shall have received a completed electronic funds transfer information form which will enable NOHFC to deposit the funds into the Employer's designated bank account by way of electronic funds transfer.

4. Additional Assistance

- 4.1. The Employer shall notify NOHFC if the Employer receives additional assistance towards the cost of a Position from sources other than NOHFC. NOHFC may in its sole discretion reduce the amount of the Contribution by an amount equal to the amount of any new funding received by the Employer, to ensure that there is no duplication in funding.

5. Pre-disbursement Requirements

- 5.1. Prior to the first disbursement of the Contribution under this Agreement, the Employer shall provide to the assigned project officer: (i) copies of its resolution(s), by-law(s) or other documentation satisfactory to NOHFC, evidencing that the Position and the application for a conditional contribution have been properly authorised, and (ii) any additional authorisations identified in section D of the main body of this Agreement, "Specific Terms and Conditions", and (iii) the insurance certificate(s) or other documents provided for in section 9.

6. Default

- 6.1. If the Employer is in default under this Agreement or any other agreement between it and NOHFC, in its sole discretion NOHFC may recover any funds advanced or an amount equal to the advanced funds and may refrain from making further payments of the Contribution. The Employer agrees that if it is in default under this Agreement, NOHFC may refuse to consider any future applications by the Employer for NOHFC funding.
- 6.2. The following constitute events of default under this Agreement:
- (a) the Employer becomes bankrupt or insolvent, goes into receivership, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC, otherwise faces other serious financial difficulty;
 - (b) an order is made or resolution passed for the winding up of the Employer, or the Employer is dissolved or in the sole opinion of NOHFC, the Employer ceases to operate;
 - (c) the Employer has submitted false or misleading information to NOHFC, or otherwise makes a false representation in this Agreement;
 - (d) the Employer has failed to perform one or more of its obligations under this Agreement; or
 - (e) in the opinion of NOHFC, there is a material adverse change in risk.

7. Payment of Contribution

- 7.1. The Contribution will be paid semi-annually on a reimbursement basis. At the end of each 6-month period during the Work Term, the Employer shall submit to the assigned project officer a completed Request for Reimbursement (in the form of Schedule C hereto), including a Statement of Account, and any other semi-annual reports or deliverables required herein. A final payment at the end of the Work Term will not be made until NOHFC has received a final Request for Reimbursement (including Statement of Account) and a Final Report. "Statement of Account" and "Final Report" are described in subsections 7.4 and 7.5 below, respectively.
- 7.2. Subject to the terms and conditions of the Agreement, NOHFC shall issue a cheque in the Employer's name or deposit the Funds electronically into an account designated by the Employer in writing, provided that the account resides at a Canadian financial institution and is in the name of the Employer.

- 7.3. In the event of a debt owing to NOHFC by the Employer, the Employer shall pay the amount of the debt, if any, by cheque payable to the "Northern Ontario Heritage Fund Corporation" and the said cheque shall accompany the final Statement of Account.
- 7.4. Every Statement of Account required under this Agreement shall include:
- (a) details of expenditures on Eligible Costs to date in the form set out in Schedule C;
 - (b) a statement that the Intern meets the applicable eligibility criteria set out in paragraph 1.1(b) and that all expenditures are in accordance with this Agreement;
 - (c) a signature by a person with signing authority for the Employer, verifying the information in paragraphs 7.4 (a) and (b) above; and
 - (d) if requested by NOHFC, original receipts or other evidence of payment of salary, wages and employee benefits, which upon request by the Employer may be returned to the Employer after the Statement of Account has been paid.
- 7.5. The Final Report shall be in the form set out in Schedule D to this Agreement.

8. Records and Monitoring

- 8.1. The Employer shall maintain financial records and books of account respecting the Position in accordance with generally accepted accounting procedures.
- 8.2. NOHFC and the Auditor General of Ontario and their employees and agents shall be allowed access to the Employer's premises and to the Intern's work site to inspect and assess the progress and results of the Position and the Position records, both during and following the term of this Agreement.
- 8.3. The Employer shall supply, on request, such information in respect of the Position and its results as NOHFC may require for the purpose of monitoring the Position or the Northern Ontario Internship Program.
- 8.4. If NOHFC or the Auditor General of Ontario believes that there are material inaccuracies in or inconsistencies between the Statements of Account and the Employer's financial records and books of account, NOHFC or the Auditor General of Ontario may request and the Employer must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
- (a) NOHFC funds received to date;
 - (b) expenditures made to date;
 - (c) whether the expenditures were made in accordance with this Agreement; and
 - (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

9. Indemnity and Insurance

- 9.1. The Employer hereby agrees to indemnify and hold harmless Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives from and against any and all liability, losses, 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 Employer or otherwise in connection with the Agreement.
- 9.2. The Employer 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 obligations similar to the obligations required of the Employer under this Agreement 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) Northern Ontario Heritage Fund Corporation and each of its officers, directors, advisors, agents, and representatives as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
 - (b) a cross-liability clause;
 - (c) contractual liability coverage; and
 - (d) a thirty (30) day written notice of cancellation.
- 9.3. The Employer shall provide to the assigned project officer with valid certificates of insurance, or other proof as may be requested by NOHFC, that confirms the insurance coverage as provided in section 9.2. Upon the request of NOHFC, the Employer shall make available to NOHFC a copy of each insurance policy.
- 9.4. If the Employer is subject to the *Workplace Safety and Insurance Act, 1997*, the Employer is registered with the Workplace Safety and Insurance Board (WSIB), shall at all times throughout the employment of the Intern pay all amounts payable under the Act to the WSIB when they are due and, upon the request of NOHFC, shall deliver to NOHFC a copy of a current compliance certificate issued by the WSIB.

10. Compliance with Laws

- 10.1. The Employer shall, and shall require its directors, officers, partners, employees, agents, contractors and volunteers, if any, at all times to comply with any and all federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders applicable to the performance of this Agreement, the employment of the Intern and the Position. The Employer shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement, the employment of the Intern and the Position.

11. Information and Acknowledgement

- 11.1. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Intern.
- 11.2. Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to the Contribution and the Employer's obligations under this Agreement is public information and may be released to third parties upon request.

12. Notices

- 12.1. Any notices to be given, and all reports and statements of account, and correspondence, under the provisions of this Agreement, shall be in writing and shall be given by personal delivery, prepaid registered mail, facsimile transmission, or courier service, and subject to change by either party with written notice, shall be addressed to the party at the address set out in this Agreement. Notices shall be deemed to have been effectively given on the date of delivery by personal service, facsimile transmission, or courier, or in the case of service by registered mail five business (5) days after the date of mailing.

13. Other Terms and Conditions

- 13.1. Corporate Changes. The Employer shall not alter its legal or corporate structure, ownership, control, financing or objects without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 13.2. Assignment. The Employer shall not assign this Agreement, nor any part hereof, without the prior written approval of NOHFC. Such approval may be withheld by NOHFC in its sole discretion, or given on such terms and conditions as NOHFC may require.
- 13.3. Third Parties. The Employer shall take reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors and volunteers shall be bound to observe the provisions of this Agreement.
- 13.4. Financial Assistance Only. This Agreement is not an employment agreement. This Agreement is a contract for conditional financial assistance only and nothing in it, or done pursuant to it, is to be construed as constituting the Employer as NOHFC's agent, employee, partner or joint venturer.
- 13.5. Waiver. The failure by NOHFC to insist in one or more instances upon the performance by the Employer of any of the terms or conditions of the Agreement shall not be construed as a waiver of NOHFC right to require future performance of any such terms or conditions, and the obligations of the Employer with respect to such future performance shall continue in full force and effect.
- 13.6. Force Majeure. A party to this Agreement shall not be responsible for failures in performance resulting from matters beyond the reasonable control of the party, including acts of God, riots or other civil insurrection, war, or strikes and lock-outs.
- 13.7. Severability. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.

- 13.8. Amendment. This Agreement may be amended only by written agreement between the parties. An amendment may (i) be prepared by NOHFC for signature by the Employer, or (ii) consist of a written request for one or more changes to this Agreement which the Employer submits to NOHFC by facsimile transmission ("fax"), e-mail or lettermail, and if approved without modification by NOHFC, has been signed or, in the case of e-mails, approved by NOHFC and faxed, e-mailed or mailed back to the Employer.
- 13.9. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.10. Time is of the Essence. Time is of the essence in the performance of the obligations under this Agreement.
- 13.11. Entire Agreement. This Agreement, including the Schedules, embodies the entire agreement between the Employer and NOHFC with respect to its subject matter and supersedes any previous understanding or agreement, collateral, oral or otherwise, between them in the event of conflict.
- 13.12. Survival. The following provisions shall survive the termination or expiration of the Agreement: sections 2.0 - Position and Hiring, 7.0 - Payment of Contribution, 8.0 - Monitoring, 9.0 - Indemnity and Insurance, 11.0 - Information and Acknowledgement, and this subsection 13.12.

SCHEDULE B

POSITION DETAILS/JOB DESCRIPTION AND FINANCIAL INFORMATION

A. POSITION DETAILS/JOB DESCRIPTION – REFER TO SECTION E OF APPLICATION

JOB TITLE: Asset Management Plan Coordinator Year 2 Intern

JOB DESCRIPTION:

The main objective of the proposed internship position is to focus on updating and maintaining the Town's Asset Management Plan (AMP) and ensure that all regulatory requirements are met. In addition, the intern will ensure that facility maintenance is being completed and tracked in the maintenance management program tied to the AMP and roll this functionality into other operations of the Town.

The duties and responsibilities the intern will undertake during the placement are the following:

- ensure that the two asset registers presently being maintained are combined into one register for the entire corporation;
- ensure that the Asset Management Planning is incorporated into the Corporate Budget process;
- ensure that the required AMP Policies are prepared and approved by Council in a timely fashion;
- ensure that all new condition rating information is uploaded in the Public-Sector Digest Computer Software programs; and
- assist Public Sector Digester with implementing Asset Management Planning throughout the entire organization.

Confirmation has been received that the intern is registered with the Professional Engineers of Ontario.

B. FINANCIAL INFORMATION

START DATE:	END DATE:
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# OF WEEKS	HOURS PER WEEK	HOURLY RATE	WEEKLY RATE	TOTAL WAGES	NOHFC CONTRIBUTION	NOHFC % OF ELIGIBLE COSTS*
52	40	\$26.03	\$1,041.00	\$54,142.40	\$31,500.00	58.2%

* **Note:** "NOHFC's % of Eligible Costs" is based on the weekly rate set out above. If the Employer pays the Intern more or less than that weekly wage, NOHFC will adjust the percentage accordingly so that in any event the maximum NOHFC contribution per week does not exceed the weekly rate set out above multiplied by the percentage set out above.

SCHEDULE C

Request for Reimbursement under the Northern Ontario Internship Program

This request for reimbursement form should be completed by the Employer and returned to the project officer assigned to the Employer by NOHFC. A Statement of Account must accompany this form. If this is a final request for reimbursement, then a Statement of Account and a Final Report (Schedule D attached) must accompany this request form.

General Information			Internship Claim	
NOHFC Number: 8520172			1st Claim <input type="checkbox"/>	Final Claim <input type="checkbox"/>
Job Title: Asset Management Plan Coordinator Year 2 Intern			Pay Period covered From: _____ To: _____	Pay Period covered From: _____ To: _____ Last Date Intern Worked: _____
Employment Start Date: _____				
Employer Profile				
Employer Name: TOWN OF FORT FRANCES			Contact Name: _____	
Contact Number(s): _____				
Funding Calculations				
Maximum NOHFC Funding Approved: \$ _____			Claims to Date: \$ _____	
Claim Calculation (reference note below for eligible costs)				
Total Weeks Worked: _____	Total Hours per Week: _____	Hourly Rate Paid: \$ _____	Weekly Rate Paid: \$ _____	Total Paid (this claim): \$ _____
Declaration by Employer				
<p><i>The undersigned hereby declares that all expenditures reported in this claim form are Eligible Costs under NOHFC's Internship program, as defined below. Funds provided by NOHFC shall be used solely by the undersigned for the reimbursement of salary costs incurred through the employment of the Intern under the Internship program. Evidence of reported expenditures will be provided if requested. The Employer has fulfilled all applicable terms and conditions of the Northern Ontario Internship Agreement between the Employer and NOHFC.</i></p>				
By: _____		_____		
Authorized Signature		Date		
_____		_____		
Name (Print)		Title		

Note: "Eligible Costs" means the actual salary or wages paid to an Intern, which were incurred by the Employer during the Work Term, but do not include:

- (i) any benefits paid by the Employer including but not limited to: vacation pay; bonuses; gifts; termination or severance pay; expenses and allowances; and group medical, dental, or life insurance; Employer Health Tax (EHT); sick pay; and
- (ii) the Employer's portion of any deductions including but not limited to contributions to the Canadian Pension Plan and Employment Insurance (EI) premiums

For Office Use Only

Eligible Costs on this Claim: \$ _____	x	Percentage of Eligible Costs payable by NOHFC: _____ %	=	Amount Claimed from NOHFC: \$ _____
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SCHEDULE D
Final Report

NOHFC Project Number: 8520172

Employer: TOWN OF FORT FRANCES

Job Title: Asset Management Plan Coordinator Year 2 Intern

Please provide an assessment of the Internship program

Have the objectives of the Position been met? (Please use Schedule B as a reference)

What is the employment status of the intern hired under the program?

- ☐ Intern was hired by our organization
- ☐ The intern has secured employment at another organization:
- ☐ In northern Ontario
 - ☐ Outside northern Ontario
- ☐ None of the above – please explain: _____

Supervisor signature: _____

Date: _____

Name (Print) _____