



TERMS AND CONDITIONS

- 1.** In this Contract, "GDI" means Gabriel Dumont Institute:
 - a. "Employees" means the employees hired by the EMPLOYER for the jobs, unless the context indicates otherwise;
 - b. "EMPLOYER" means the EMPLOYER referred to in the attached contract;
 - c. "Jobs" means the jobs referred to in the attached contract; and
 - d. "Mandatory employer related costs" means employment insurance premiums, Canada Pension Plan contributions, vacation pay, and health and insurance premiums that the EMPLOYER is required to pay in respect of the employees.
- 2.** The EMPLOYER represents and warrants that:
 - a. The employees do not displace existing employees absent due to a labour management dispute or employees on vacation;
 - b. The jobs will provide full time employment but will not normally exceed 40 hours of work per week, except that where the employee is living with a disability, part-time employment is permissible. Wage Subsidy will not exceed 26 weeks and should lead to full time employment. Student Subsidy will run between 4 and 18 weeks. Apprenticeship Subsidy will not exceed 52 weeks;
 - c. The jobs are not jobs for which another contribution will be received or claimed from any other source, except where such contribution is provided pursuant to a federal/provincial Agreement designed to harmonize federal and provincial job creation programs;
 - d. The jobs would not be created without the financial assistance provided under this Contract; and
 - e. The jobs will be carried out in accordance with all applicable federal and provincial laws.
- 3.** The EMPLOYER shall:
 - a. Provide the employees with necessary supervision, learning and work experience;
 - b. Register client with the Saskatchewan Apprenticeship and Trade Certification Commission within 60 days of the commencement of the subsidy (applies ONLY to Apprenticeship Subsidy Program);
 - c. Keep proper accounts and records including invoices, receipts, vouchers, bank statements and cheques of all financial transactions relating to this Contract;
 - d. Allow representatives of GDI and Canada to enter the EMPLOYER'S premises at all reasonable times for purposes of inspection and audit of the books and records referred to in paragraph b);
 - e. Submit Payroll Deduction Sheet and Timesheet (See Appendix 18) with copy of pay stub(s) on a monthly basis throughout subsidy; and
 - f. Submit such reports concerning the progress of the employees and particulars of the employees as may be requested by GDI (including 6A forms). A final report is mandatory upon completion of the subsidy.
- 4.** Unless otherwise approved by GDI, the employees shall be employed during the period shown on the attached contract, it being understood that GDI shall have no obligation to pay any contribution to the EMPLOYER in respect of costs incurred to the EMPLOYER outside such period.

5. It is understood that GDI's contribution to the EMPLOYER in respect of wages or mandatory employer related costs is based upon costs actually incurred by the EMPLOYER. In addition, in the event that the hourly wage rate actually paid by the EMPLOYER is less than the hourly wage rate shown on the contract, GDI may, in its discretion, reduce the amount of its contribution in respect of those costs by a proportionate amount, as determined by GDI.
6. GDI's contribution shall be payable upon receipt of a claim made by the EMPLOYER in a form prescribed by GDI, such claim to be submitted by the EMPLOYER within 30 days following the commencement of the Contract.
7. No preference may be given to the selection of employees who are immediate family members of a director or senior officer to the employer. The immediate family or a person referred therein includes the person's 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 any relative with whom the person permanently resides.
8. Either party may terminate this Contract on 15 days written notice. Notwithstanding the foregoing, GDI may terminate the Contract immediately by notice in writing:
 - a. If the EMPLOYER is in breach of any of its obligations under the Contract;
 - b. If any representation or warranty made by the EMPLOYER is materially false or misleading; or
 - c. If any change occurs in the tasks and responsibilities of the employee(s), as described in the Contract, without GDI's prior approval. Upon termination of the Contract, GDI shall cease to have any obligation to make any further contribution to the EMPLOYER in respect of the costs incurred by the EMPLOYER after the date of termination, and the amount of any unexpected advance shall be repaid forthwith to GDI upon receipt of notice thereof and such amount shall be recognized as being a debt due to GDI.
9. In the event payments made to the EMPLOYER exceed the amount to which the EMPLOYER is properly entitled pursuant to the Contract, the amount of such excess shall be payable forthwith to GDI upon receipt of notice thereof and such amount shall be recognized as being a debt due to GDI.
10. Nothing in this Contract shall be deemed to authorize the EMPLOYER to contract for, or incur any obligation on behalf of GDI.
11. This Contract may not be assigned in whole or in part without the written consent of GDI and any assignment made without that consent shall be void and of no effect.
12. No amendment to this Contract shall be valid unless made in writing between the parties.
13. Subsidy Contracts, while under review, will be considered confidential and contract information will not be discussed outside of the GDI office unless authorized in writing by a subsidy applicant.
14. Once approved, Contract information will not be considered confidential and general financial and program information, as determined by GDI, will be available to the public.
15. All reports, in any form, to the general news media must first be approved by GDI before such reports are released.
16. Subsidy Contracts and client file information will be shared with Service Canada.