

OFFICIAL USE			
100	FILE NUMBER	101	OPTION / S.A. / S.S.A.
F, 5, 4, 3, 1, 5, - 1			3, 7, 0
102	RESP. RC	103	BUDGET RC
3, 5, 2, 8		3, 5, 2, 8	
105	1- ORIGINAL 2- AMEND 3- CORRECTION 4- RENEW	106	AMEND. NO
		107	REASON CODE

NAME OF EMPLOYER

Town of Pelham

## EIC CONTRIBUTION

WAGE COSTS ( U. I. BENEFITS)

OCCUPATION(S)	5 NO. OF PARTIC.	6 TOTAL NO. OF WEEKS	PER WORK WEEK			TOTAL AMOUNT		
			7 WAGE RATE	8 TOP - UP	9 U.I.	10 TOTAL COST	11 SPONSOR CONTRIBUTION	12 E. I. C. CONTRIBUTION
COL. 1	COL. 2	COL. 3	COL. 4	COL. 5	COL. 6	COL. 7 (COL 3x4)	COL. 8 (COL 3x5)	COL. 9 (COL 3x6)
ata Collectors	3	72	400		400	28800		28800
	13 3	14 72				15 28800	16	17 28800

## WORKER'S COMPENSATION BENEFITS

ACCT. NO.	TOTAL WAGES	19	VACATION PAY	20	W.C.B. RATE	21	22	23
	28800	+		X	2.13	=	613	613
								0

## OTHER COSTS

Mileage, Office Supplies, Printing	1500

TOTAL		24 1500	25 1500	26 0
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**TOTALS**

27	30913	28	2113	29	28800
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TOTAL OF U.I. BENEFIT (DEPT 69)(BOX 17)

TOTAL OF U.I. BENEFIT (DEPT 69)(BOX 17) 30 28800

TOTAL CONTRIBUTION CRF (DEPT 36) (BOX 23 + 26)

TOTAL OF U.I. BENEFIT (DEPT 69)(BOX 17) 

30	28800
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 TOTAL CONTRIBUTION CRF (DEPT 36) (BOX 23 + 26) 

31	0
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[illegible]

DURATION OF ACTIVITY		32	D	M	Y	33	D	M	Y	34	D	M	Y	35	D	M	Y	
FROM		2	0	0	7	9	2	TO			0	1	0	1	9	3	AND FROM	
INITIALS OF SIGNATORIES TO THE AGREEMENT		EMPLOYER					COMMISSION					JULI						
		[Signature]					[Signature]					[Signature]						

## OFFICIAL USE - EHS

		140 FINANCIAL CODE			CURRENT YEAR AMOUNT	CR	EIS TYPE	CONSTIT. CODE	FUTURE YEAR 1 COMMITMENT AMOUNT	CR
		ALLOT	PROJECT	LINE OBJECT						
EPT 36 - CRF (FISCAL YEAR)		6,9	0,0,0	5,2,0,0	010,0				01	
EPT 69 - U.I. (CALENDAR YEAR)					2,8,8,0,010,0				01	
1 AGREEMENT VERIFICATION		SIGNATURE <i>[Signature]</i>			D M Y 1/6/92		PRE-AUDIT		DATA CAPTURE	APPROVAL ON SYSTEMS
INDEPENDENT VERIFICATION		SIGNATURE <i>[Signature]</i>			D M Y 1/6/92					
2 CERTIFIED THAT FUNDS ARE AVAILABLE IN ACCORDANCE WITH SECTION 32 (1) OF THE F.A.A.		SIGNATURE <i>[Signature]</i>			D M Y JUL 10 1996		<i>ph</i>			

## OFFICIAL USE CJS - MIS

50	151	152	153	154	155	156	157	158	159	160	161
ORG. TYPE	EMPL. LANG.	TRAIN. LANG.	COMM. FUTURES	PROV. RIDING	PROJECT OFFICER	CONSTIT.	CCDO	S.I.C.	ACTIVITY	YEAR OF OPERATION	SPECIAL INT. GR.
4,1	E	E		K,0,2,8	10,9,9	N,1,2	2,7,1,9,1,1,0	8,3,2,4	W,1,6,N		Z
52	NATIONAL SPARES		163	REGIONAL SPARES					164	CEC SPARES	
B	C	D	A	B	C	D	E	F	A	B	C
			0,1							3,5,6,5	



1. **U. I. JOB CREATION** **CRÉATION D'EMPLOIS DE L'A. - C.**  
**SCHEDULE A** **, ANNEXE A**

forming part of the Agreement - faisant partie de l'accord

2. NAME OF EMPLOYER - NOM DE L'EMPLOYEUR

Town of Pelham

3. OBJECTIVES, ACTIVITIES AND ADDITIONAL CLAUSES - OBJECTIFS, ACTIVITÉS ET AUTRES DISPOSITIONS

The objective of the project is to collect and enter all data required to be entered on the Computer Assisted Dispatch (C.A.D. System) in order that the Town of Pelham can have C.A.D. system service by January 1993.

Project employees will collect, sort, document and visually verify information regarding each address in the Town of Pelham and provide this to the St. Catharines C.A.D. System for input. Information to be collected will cover: addresses, cross streets, hydrants, water sources, building construction, occupancy, hazardous materials, high life hazard and other red flag data.

Personnel guidelines must be established for all employees on Canadian Jobs Strategy projects. Project employees will have working conditions and benefits, where applicable as near as possible to those of the sponsor's regular employees, and these conditions and benefits, will meet, as a minimum, Ontario Ministry of Labour standards.

The Coordinator/Employer shall include in all project/program publications, advertising and other media releases, an acknowledgement of said funding from the CANADA EMPLOYMENT AND IMMIGRATION COMMISSION.

The Coordinator/Employer will advise the Commission as soon as possible, whenever a media enquiry concerning the project has been received.

In all public references to the Coordinator's funding base, said Coordinator will acknowledge all contributions made by CEIC.

OFFICIAL USE - RÉSERVÉ À L'ADMINISTRATION			
100	FILE NUMBER N° DE DOSSIER	101 OPTION / S.A. / S.S.A.	
F, 5, 4, 3, 1, 5, 1		3, 7, 0	
102	RESP. RC CR D'ORIGINE	103	BUDGET RC CR DU BUDGET
3, 5, 2, 8		3, 5, 2, 8	
105	1- ORIGINAL 2- AMEND/MOD 3- CORRECTION 4- RENEW/RENOUV	106	AMEND. NO N° DE LA MOD
1		1	
		107	REASON CODE CODE DE MOTIF

4. CONTACT PERSON - PERSONNE RESSOURCE

Bill Watson



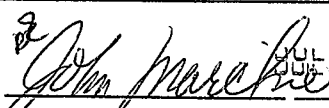
TELEPHONE NO - N° DE TÉLÉPHONE

892-3943

5. LOCATION OF ACTIVITY - LIEU DE L'ACTIVITÉ

Pelham

6. INITIALS OF SIGNATORIES TO THE AGREEMENT - INITIALES DES SIGNATAIRES DE L'ACCORD

	July 20/92		July 20/92		JUL 28 1992
EMPLOYER - EMPLOYEUR	DATE	EMPLOYER - EMPLOYEUR	DATE	COMMISSION	DATE



ADDENDUM TO AGREEMENT

GST CLAUSES  
FOR CONTRIBUTION AGREEMENTS

In this addendum, "Recipient" means the organization or person recovering the contribution and being responsible for the performance and administration of this agreement.

(Section 1 applies where the project activities of the Recipient under this agreement constitute a taxable supply to the Commission by the Recipient. Delete, if not applicable).

1. (1) The Goods and Services Tax Supply (GST) payable by the Commission on the services supplied to it by the Recipient under this agreement will be added to the amounts of the Recipient's claims for payment made on or after the date of the introduction of the GST and will be paid by the Commission.
- (2) The amount of the GST paid by the Recipient on any goods or services purchased by it in carrying out the project, the costs of which may be reimbursed under this agreement shall be shown separately on the Recipient's claims for payment and shall not be included in the calculation of the amount of the cost of the good or service for which a contribution may be paid under this agreement.
- (3) The Recipient shall remit to Revenue Canada, Customs and Excise, any GST that the Recipient receives from the Commission under subsection (1), less the amount of any GST paid by the Recipient on any goods or services purchased by it in carrying out the project, the costs of which goods or services may be reimbursed by the Commission under this agreement.

(Section 2 applies where the project activities of the Recipient under this agreement constitute a non-taxable supply to the Commission by the Recipient. Delete, if not applicable).

2. (1) The Commission agrees to reimburse the Recipient:
  - (a) the amount of any GST paid by the Recipient on any goods or services purchased by it in carrying out the project, the costs of which goods or services may be reimbursed by the Commission under this agreement,

less

  - (b) the amount of any GST rebate received by the Recipient, or which the Recipient, on application, is entitled to receive from Revenue Canada, Customs and Excise, in respect of the goods or services.
- (2) The amount of any GST mentioned in subsection (1) paid by the Recipient shall be shown separately on the Recipient's claims for payment.

ADDENDA

ACCORD DE FINANCEMENT  
DISPOSITIONS RELATIVES À LA TPS

Dans le présent addenda, "acquéreur" s'entend de l'organisme ou de la personne qui reçoit le financement et qui est responsable de l'exécution et de l'administration de cet accord.

(L'article 1 s'applique lorsque les activités du projet de l'acquéreur, en application de cet accord, constituent une fourniture taxable offerte à la Commission par l'acquéreur. Supprimer, si non pertinent).

1. (1) La taxe sur les produits et services (TPS) payable par la Commission sur les services qui lui sont fournis par l'acquéreur en vertu de cet accord s'ajoute aux montants figurant sur les demandes de remboursement présentées par l'acquéreur depuis l'entrée en vigueur de la TPS, et doit être payée par la Commission.
- (2) Le montant de la TPS payé par l'acquéreur sur les biens ou les services qu'il a obtenus dans le cadre de son projet, et dont les coûts peuvent être remboursés en vertu de cet accord, doit être inscrit séparément sur les demandes de remboursement présentées par l'acquéreur et ne doit pas être inclus dans le calcul du coût du bien ou du service pouvant faire l'objet d'une contribution en vertu de cet accord.
- (3) L'acquéreur est tenu de verser à Revenu Canada - Douanes et Accise toute TPS qu'il a reçue de la Commission en vertu du paragraphe (1), moins le montant de la TPS qu'il a payé sur des biens ou services obtenus dans le cadre de son projet, dont les coûts peuvent être remboursés par la Commission en vertu de cet accord.


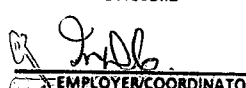

(L'article 2 s'applique lorsque les activités du projet de l'acquéreur, en vertu de cet accord, constituent une fourniture non taxable offerte à la Commission par l'acquéreur. Supprimer, si non pertinent).

2. (1) La Commission accepte de rembourser à l'acquéreur:
  - (a) le montant de la TPS payé par l'acquéreur sur les biens et les services qu'il a obtenus dans le cadre de son projet, dont les coûts peuvent être remboursés par la Commission en vertu de cet accord,

moins

  - (b) le montant de tout remboursement de TPS dont a bénéficié l'acquéreur ou que ce dernier peut, sur demande, recevoir de Revenu Canada - Douanes et Accise pour ces biens ou ces services.
- (2) Le montant de la TPS visé par le paragraphe (1) et qui est payé par l'acquéreur doit être inscrit séparément sur les demandes de remboursement présentées par l'acquéreur.

INITIALS OF SIGNATORIES TO THE AGREEMENT - INITIALES DES SIGNATAIRES DE L'ACCORD

 EMPLOYER/COORDINATOR EMPLOYEUR OU DU COORDONNATEUR	July 20/92 DATE	 EMPLOYER/COORDINATOR EMPLOYEUR OU DU COORDONNATEUR	July 20/92 DATE	 COMMISSION	JUL 28 1992 DATE
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File No.
F 5 4 3 1 5 - 1

THIS AGREEMENT entered into this                      day of                      19

BETWEEN:

The CANADA EMPLOYMENT AND  
IMMIGRATION COMMISSION (hereinafter  
referred to as "CANADA")

OF THE FIRST PART

ADDRESS 43 Church Street  
ST. Catharines, Ontario  
L2R 5C7

— and —

Town of Pelham

(Name of Incorporated Body)

(hereinafter referred to as the  
"EMPLOYER")

ADDRESS P.O. Box 323  
Fonthill, Ontario  
L0S 1E0

or

INCORPORATED BODY  
OF THE SECOND PART

(Name of Non-Incorporated Body)

ADDRESS  
.  
.

Represented by

and

in their personal and representative  
capacity (hereinafter referred to as  
the "EMPLOYER")

NON-INCORPORATED  
BODY OF THE  
SECOND PART

WHEREAS CANADA conducts a program known as the Unemployment Insurance Section 25 Job Creation Program, to provide opportunities for the maintenance and continued utilization of skill of workers during periods where laid off and without alternative productive activity;

AND WHEREAS the EMPLOYER intends to implement such a project and has presented a project proposal which has been approved by CANADA;

AND WHEREAS CANADA is prepared to make a contribution to the EMPLOYER with respect to the approved project;

NOW, THEREFORE, THIS AGREEMENT WITNESSES that, in consideration of the covenants and undertakings herein contained, the parties agree as follows:

The Project

1. The EMPLOYER hereby undertakes and agrees to carry out the project described in Schedule A to this Agreement in a manner acceptable to CANADA.
2. The project shall be carried out within territorial limits of Canada.
3. A) The project shall commence operation in a manner satisfactory to CANADA on the date shown in Schedule B to this Agreement.  
  
B) The project shall be operated for the period of weeks indicated in Schedule B, it being understood that no contribution or benefits under the authority of Section 25 of the Unemployment Insurance Act, R.S.C. 1985, c. U-1 will be made pursuant to this Agreement for work carried on outside such period without the prior written approval of CANADA.
4. The project and all persons employed thereon shall be at all times under the direct supervision, management and control of the EMPLOYER or of an agent of the EMPLOYER who has been approved by CANADA.
5. The project shall be subject to review and inspection by representatives of CANADA at such time and in such manner as these representatives deem appropriate and shall be altered immediately upon receipt of written notice from CANADA in the manner set out therein.

6. CANADA hereby undertakes and agrees

- A) to pay benefits in accordance with Section 25 of the Unemployment Insurance Act, R.S.C. 1985, c. U-1 and the regulations made pursuant thereto to claimants employed on the project during the period of operation set out in Schedule B hereto, and
- B) to make a contribution not exceeding the amount referred to in Schedule B in respect to those other costs identified therein and which CANADA in its absolute discretion considers necessary for the efficient management of the project and to the attainment of the project objectives.
- C) Where the total weeks actually worked by employees on the project is less than the total number of work-weeks indicated in Schedule B for the project, or where the total project costs are less than the gross project costs indicated in Schedule B for the project, the contribution to be made pursuant to this Agreement shall be reduced in proportion unless otherwise accepted by CANADA.
- D) No contribution shall be made by CANADA in excess of the cost actually incurred by the EMPLOYER for the project.
- E) No contribution shall be made by CANADA for the purchase of a capital asset unless prior authorization is obtained from CANADA for such purchase. This funding is from other than U.I. benefits.
- F) The maximum program contribution payable to the EMPLOYER towards project costs will not exceed an average of \$125 per person per week.
- G) No project employee shall receive unemployment insurance benefits and wages in excess of the prevailing wage rate in the area for his/her occupation as determined by CANADA.

7. CANADA will provide for Third Party Liability Insurance for projects.

8. The program contribution shall include:

- A) any assessment raised by a provincial or territorial Workers' Compensation Board in respect of the employees of the project, including, where applicable, the EMPLOYER or the Project Manager, and such payments to be made either to the EMPLOYER or at the discretion of Canada, on behalf of the EMPLOYER to the appropriate Board; or
- B) where the provincial or territorial Workers' Compensation Board does not provide coverage, any premiums paid by or on behalf of the EMPLOYER to a private insurer designated by CANADA to provide coverage similar to Workers' Compensation coverage.

Liability

- 9. The project shall be operated in compliance with all laws, by-laws and regulations and such permits, licenses, consents and other authorizations as may be required to permit the carrying out of the project shall be obtained prior to the commencement of any activity.
- 10. All payments required by law to be made by an EMPLOYER including Income Tax, Canada Pension, Quebec Pension and holiday pay shall be the sole and absolute responsibility of the EMPLOYER and, unless waived by CANADA, the EMPLOYER shall establish prior to receipt of any contribution that all registration requirements pertaining to such payments have been completed.
- 11. The EMPLOYER shall be solely and absolutely responsible for any liability arising from a contract between the EMPLOYER and any sub-contractor engaged to undertake a portion of the project.
- 12. No amount due to a sub-contractor will be considered as valid and proper claim in respect of wages but rather shall be deemed to be included in other costs of the project.
- 13. The EMPLOYER shall be solely responsible for and shall hold CANADA free from any and all losses, expenses, damages, demands and claims arising out of or in connection with injuries (including death) or damages to any and all persons whether participants or others and to property in any way sustained or alleged to have been sustained in connection with or by reason of the performance of the project.
- 14. Nothing in this Agreement shall be deemed to authorize the EMPLOYER to contract for or incur any obligation on behalf of CANADA.

Recruitment

- 15. The EMPLOYER shall use the services and facilities of the Canada Employment Centre for enlisting project participants, unless otherwise authorized by CANADA, it being understood that
  - A) only those persons who qualify to receive unemployment insurance may be enlisted;

- B) all project participants will be required to sign an undertaking with respect to his/her participation in the project prior to accepting employment therewith; and
  - C) the EMPLOYER agrees to do his/her best to hire women, natives, visible minorities and disabled people who are actively looking for work, who are registered with the Canada Employment Centre and whose qualification fulfil the project's needs.
16. A) No contribution shall be made by CANADA pursuant hereto in respect to work-weeks worked by a person on the project who is a member of the EMPLOYER's immediate family, or of the immediate family of an individual signing this Agreement on behalf of a non-incorporated organization, or of the immediate family of a director or senior manager of an incorporated EMPLOYER, unless prior approval has been given in writing by CANADA.
- B) For the purposes of this section "immediate family" means father, mother (or alternatively step-father, step-mother or foster parent), brother, sister, spouse (including common-law resident with the EMPLOYER), child (including child of common law spouse), stepchild, ward, father-in-law, mother-in-law and relative permanently residing in the EMPLOYER's household or with whom the EMPLOYER presently resides.
- Claimant Requirements 17. In cases where CANADA determines that a demand has arisen in the occupation of a person on the project in the area in which the project is carried out CANADA may require such person to undertake an active job search and the EMPLOYER agrees to permit such person, during normal working hours, to attend interviews considered necessary for such active job search.
18. The EMPLOYER will countersign the bi-weekly report card to be submitted to CANADA by each unemployment insurance claimant employed on the project and indicate on the bi-weekly report card those absences for illness, injury, or job search.
- Accounts and Records 19. The EMPLOYER shall set up and maintain such books and records as are necessary for the proper financial management of the project, including (a) a record of the names, addresses and duties of each employee, their wage rate, the amount of wages actually paid and the hours worked daily by each; and (b) a record of all expenditures together with supporting documentation such as vouchers, receipts and cancelled cheques.
20. The EMPLOYER shall make the books and records of financial management of the project available to CANADA at all reasonable times for inspection, audit and, if necessary, copying and shall provide proper facilities for such inspection or audit as well as any further information that may be required with reference to such books and records.
21. Unless otherwise authorized by CANADA, all monies received from CANADA under this Agreement shall be kept in a separate account with an institution providing banking facilities and all withdrawals therefrom shall be recorded in the books and records of the project and used only for the purposes for which the monies were received.
22. The EMPLOYER shall forward to such places as CANADA directs such written reports as are requested by CANADA providing a detailed statement, certified correct by the EMPLOYER and/or his/her accountant, of all expenditures and revenues relating to the project.
23. The EMPLOYER shall also furnish such other reports concerning the progress of the project, particulars of the employees and the attainment of project objectives as may be requested by CANADA. The EMPLOYER agrees not to disclose personal information relating to employees of the project to any party other than CANADA nor to use such information for any purpose.
24. The financial books, records, accounts, invoices, receipts and vouchers relating to the conduct of the project shall be retained by the EMPLOYER until
- A) written permission for their disposal is obtained from CANADA under this Agreement, and
  - B) permission for disposal is obtained from all appropriate authorities as may be required under applicable federal, provincial and municipal laws.
- Method of payment 25. A) Subject to sub-section (B) payment of CANADA's contribution under this Agreement shall be made on the following basis:
- i) an initial payment representing the lesser of
    - a) 90% of the total contribution to be paid to the EMPLOYER by CANADA under this Agreement, or
    - b) the amount estimated by CANADA to be its contribution in respect to the other costs which will be payable by the EMPLOYER during the first three months of operation of the project;

- ii) for the balance of the project, a monthly advance in an amount estimated by CANADA as its contribution in respect of other costs which will be payable during the month, such monthly advance being payable only after the EMPLOYER has submitted an accounting with respect to the previous advance whether initial or monthly; and
    - iii) a final payment of any sum due following approval of the final financial and progress report (project final report) submitted by the EMPLOYER and, if considered necessary by CANADA, following completion of an audit.
  - B) CANADA may retain a payment not exceeding 10% of the maximum program contribution set out in Schedule B until the EMPLOYER provides to CANADA final financial and progress reports satisfactory to CANADA.
26. Notwithstanding Clause 25, CANADA may withhold payment of any amount payable pursuant hereto
- A) where the EMPLOYER has failed to comply with any covenant or undertaking contained herein,
  - B) where CANADA is not satisfied with the progress of the project, or
  - C) pending the outcome of an audit being done on the project.
- Overpayments 27. In the event payments made to the EMPLOYER exceed the amounts to which the EMPLOYER is properly entitled pursuant hereto, the amount of such excess shall be payable forthwith to CANADA upon receipt of notice thereof and such amount shall be recognized as being a debt due to CANADA.
- Acquired Assets 28. If a portion of the contribution made by CANADA under the terms of this Agreement has been used for the purchase of assets which have not been physically incorporated into the final product of the project, CANADA, at its discretion, may direct that the assets so purchased
- A) be sold at a fair market value and the funds realized from such sale be applied to project costs,
  - B) be turned over to registered charitable organizations,
  - C) be retained by the project in cases where the EMPLOYER satisfies CANADA that the project is able to continue and that such assets are required for the viability of the project, or
  - D) be turned over to CANADA for transfer to the Crown Assets Disposal Corporation.
29. No contribution shall be made in respect of costs to which CANADA already contributes or is required to contribute or that CANADA has borne or is required to bear pursuant to any agreement or any Act of Parliament of Canada.
- Project Revenue 30. A) The EMPLOYER shall report to CANADA all revenue generated by the project during the period of this Agreement.
- B) The revenue referred to in subsection (A) shall be applied in the following manner:
- (i) first, to offset the costs for which CANADA has paid or has agreed to pay under this Agreement so as to reduce CANADA's contribution accordingly;
  - (ii) second, to offset other project costs; and
  - (iii) third, to bring up the wages of any employee paid below the prevailing wage rate, as determined by CANADA.
- C) The EMPLOYER shall pay to CANADA the percentage of any amount remaining after the revenue referred to in subsection (A) has been dealt with under subsection (B) that is equal to the percentage of the payment made by CANADA in relation with the project to the total cost of the project, including benefits paid to participants pursuant to Section 25 of the Unemployment Insurance Act, R.S.C. 1985, c. U-1.
- D) Notwithstanding subsection (C), CANADA may authorize an EMPLOYER whose activities are not profit purposes to retain any amount of revenue referred to in subsection (C) to support the continuation or generation of employment after the termination of funding under this Agreement.
- Amendment 31. This Agreement may be amended by mutual written consent of the parties.

Termination

32. If, at any time, CANADA is of the opinion that the EMPLOYER has failed to conduct the project in an acceptable manner or has failed to comply with any of his/her covenants or undertakings contained herein, CANADA may
- A) terminate the Agreement by giving written notice thereof to the EMPLOYER and any payments which would have been otherwise payable to the EMPLOYER at the time of such termination may, at the discretion of CANADA, be withheld, or
  - B) give written notice to the EMPLOYER that the project has been placed on probation for a period of no longer than twenty-one (21) days, during which time the EMPLOYER must take appropriate action to remedy the failings identified by CANADA, it being further understood and agreed by both parties hereto that
    - i) during the period of probation CANADA shall continue to meet such undertakings set down herein, and
    - ii) during the period of probation CANADA may, if it deems necessary, terminate the Agreement by giving written notice thereof, in accordance with this Agreement.

General

33. If requested by CANADA to do so, the EMPLOYER shall erect at his/her expense on the project site a sign to be supplied by CANADA identifying the project as a project receiving a contribution under this program. The EMPLOYER shall also dismantle and, unless otherwise directed by CANADA, return such sign to CANADA upon the completion or termination of the project.
34. No Member of the House of Commons shall be admitted to any share or part of this Agreement or to any benefit arising therefrom.
35. No federal, provincial or municipal government employee shall be allowed to derive any financial advantage from the operation of the project.
36. This Agreement may not be assigned by the EMPLOYER without the written approval of CANADA.
37. Except where this Agreement is signed by more than one person as EMPLOYER, the Agreement shall terminate upon the death of the EMPLOYER.
38. Any payment due hereunder is subject to there being an appropriation for the fiscal year in which such commitment comes in course of payment.
39. The EMPLOYER will assist in and facilitate any evaluation of the project by CANADA and hereby authorizes CANADA to publish all or any part of such evaluation.
40. Where as a result of the activities of the project a work is produced, the production of which has been made possible by contributions herein, notwithstanding any action the EMPLOYER may take to protect the said work by copyright, patent or other legal means, the EMPLOYER hereby authorizes CANADA to produce, reproduce, publish, translate, adapt, record by any means, diffuse and broadcast such work.
41. The EMPLOYER agrees to submit to CANADA any proposed publication to be made in pursuance to the project and to include in such publication an acknowledgement of the financial contribution made under this Agreement in a form approved by CANADA.
42. Where there is a significant demand by the persons to whom the project provides its services, the EMPLOYER shall ensure, to the extent that it is feasible to do so, that such persons can obtain the services from it in both official languages.
43. All Schedules attached hereto shall form part of this agreement.
44. Where written notice is given pursuant to this Agreement, such notice shall be given to the address of the appropriate party to this Agreement appearing on Page 1 of this agreement.



It is further understood by the representatives of the EMPLOYER that the person or persons signing this Agreement for an EMPLOYER which is a non-incorporated body or non-registered partnership hereby undertake(s) and agree(s) to be personally, jointly and severally liable for any and all obligations assumed by the EMPLOYER under this Agreement and for any future debt due to CANADA by reason of this Agreement.

IN WITNESS WHEREOF the parties have affixed their hands and seals.

For the EMPLOYER

*Seal.*  
[Signature] *Incollins*

July 20/92

Mayor

Signature

Date

Position

[Signature] *Mary Hackett*

July 20/92

C.A.O./Clerk

Signature

Date

Position

Signature

Date

For CANADA

[Signature] *John Marchio*  
Jim Williams

JUL 28 1992

Area Manager

Signature

Date

Position