



MINING INDUSTRY
HUMAN RESOURCES COUNCIL

CONSEIL DES RESSOURCES HUMAINES
DE L'INDUSTRIE MINIÈRE

LEGAL AGREEMENT

BETWEEN: Hiring Organization

(hereinafter referred to as the "Hiring Organization")

AND: **The Mining Industry Human Resources Council (MiHR)**
260 Hearst Way, Unit 600,
Kanata, ON K2L 3H1
tel 613.270.9696 **fax** 613.270.9399
(hereinafter referred to as "MiHR")

WHEREAS both parties desire to enter into an agreement to support quality employment and training opportunities through paid work experience for job-ready youth and youth facing barriers to employment;

AND WHEREAS the overall objective is to provide participants with work experience (via work placements and training opportunities) in the minerals and metals sectors to protect the environment, or within an organization that is interested in processes with positive environmental outcomes to advance the transition to a low-carbon economy;

AND WHEREAS the key outcomes from the paid work experience will be that participants acquire career-related work experience, return to advanced studies and have an increased ability to contribute to the labour market.

DEFINITIONS

"Canada" refers to the Government of Canada (Natural Resources Canada).

"Compensation" refers to the remuneration paid to the Participant during the term of their placement including salary, MERC's (including training and placement related equipment expenditures) and benefits.

"Green Job" refers to a job within an organization with the aim to protect the environment or within an organization that is interested in processes with positive environmental outcomes,

“Hiring Organization” refers to the employer providing the work experience to the “Participant”.

“In-kind contribution” refers to a cash-equivalent contribution in the form of a useful and valuable good, service, or other support provided to the activities under the agreement, for which no cash is directly attributable to the Participant and would have to be purchased on the open market or through negotiations with a provider, if it were not provided.

“Job-ready youth” refers to youth that are unemployed, underemployed or a student.

“MiHR” is the contribution agreement holder with the Government of Canada (Natural Resources Canada) and is accountable for the terms and conditions under the contribution agreement which provides funding to support the work placements under this agreement.

“NRCAN” refers to Natural Resources Canada.

“Participant” refers to an individual employed by the Hiring Organization and who meets the eligibility criteria set out in this agreement.

“Placement” refers to a temporary employment agreement that provides the Participant with work experience, job responsibilities and learning outcomes.

“Placement Length” refers to the first date in which the Participant begins work with the hiring organization to the final date in which the Participant completes work with the hiring organization.

“STIP (Green Jobs)” refers to the Science and Technology Internship Program (Green Jobs)

“Underemployed” refers to a situation in which individuals are forced to work in low paying or low skill jobs. This may also refer to part-time employment and/or working in a field unrelated to one's education.

“YES” refers to the Youth Employment Strategy,

“Youth facing barriers to employment” refers to Indigenous Youth, Youth living with a disability, and Youth in Northern (Yukon, Northwest Territories, and Nunavut) and remote communities (a permanent or long-term (5 years or more) settlement with at least 10 dwellings that does not have year-round road access).

PROJECT SCHEDULE

See the attached **Appendix A** - Hiring organization placement costs. The financial information for each placement to be included in Appendix A must include:

- 1) The anticipated total participant compensation cost,
- 2) The amount of compensation to be contributed through this agreement (NRCAN funding)
- 3) The amount of compensation to be contributed by the hiring organization, and
- 4) The anticipated funding provided by another Government of Canada funding program in addition to that provided under this agreement

Appendix B – Description of approved participant work plan, job responsibilities, learning outcomes and placement length – The hiring organization must provide details on the type of work experience that the

participant will be involved in and demonstrate how the nature of their work aligns with green economic sectors/industries or how the nature of their business supports innovation and the use of green technologies and processes in the natural resource sectors. The hiring organization must demonstrate that it understands that the work conducted by the participant is expected to produce an environmental and economic benefit.

The hiring organization agrees to:

1. Provide paid work experience for a placement that is up to a maximum of 12 months in duration.
2. Ensure the participant is provided with relevant and meaningful work experience in the minerals and metals sector under the supervision of experienced staff who acts as mentor throughout the placement.
3. Recruit, hire and train an eligible participant for this placement; **Note:** *participants must be in an employer/employee relationship with the hiring organization.*
4. Demonstrate that the appropriate evaluation criteria has been put in place as part of the selection process for the participant;
5. Administer participant's wages, and seek reimbursement from MiHR through documentation of meeting all the terms and conditions of this agreement,
6. Contribute **at least 25%** towards the participant's compensation (note: this must come from other non-federal government sources).
7. Ensure that both the immediate supervisor and the participant complete MiHR's mandatory "Gender Equity in Mining," "Bias, Systemic Discrimination and Anti-Racism" and "Indigenous Awareness" online training prior to the completion of the placement.
8. Ensure that the participant completes a Participant Information Form for the Youth Employment Strategy program (to be provided by MiHR).
9. Ensure the participant's supervisor completes a performance evaluation, based on the hiring organizations process, at the end of the placement and assists the participant in securing subsequent employment;
10. Ensure that both the participant and their supervisor complete an Exit Survey (Appendix C) using the template to be provided by MiHR.

PARTICIPANT ELIGIBILITY CRITERIA

The hiring organization ensures that participants meet the following eligibility requirements:

- Between the ages of 15 and 30 (inclusive) at the start of the placement;
- Canadian Citizens, Permanent Residents or Protected Persons as defined by the Immigration & Refugee Protection Act;
- Legally entitled to work in Canada;
- Legally entitled to work according to the relevant provincial/territorial legislation and regulations;
- Unemployed, Underemployed or Student **prior** to the start of the placement; and
- Not enrolled in school full-time during work placement experience.

ENVIRONMENTAL REPORTING

The hiring organization agrees to:

1. On request, provide MiHR with any information to demonstrate that they meet Canada's obligations under the *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act* as a result of the placement

2. Comply with all conditions arising out of an environmental assessment in respect of the placement that are carried out on federal lands in accordance with the provisions of the *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act* including any such conditions requiring the implementation of mitigation measures and any follow up program; and,
3. Acknowledges that funding toward the placement may be suspended in the event of a change that would trigger a reassessment of the placement under the *Canadian Environmental Assessment Act, 2012* or the *Impact Assessment Act* until an environmental assessment is completed and a determination is made that the placement as modified is unlikely to result in any adverse environmental effects.

REPORTING

The hiring organization agrees to:

1. Report to MiHR any government funding received for the participant,
2. Provide MiHR with the following information:
 - a. Legal name and business number of the hiring organization
 - b. Name and contact information for the main contact responsible for this agreement at the hiring organization
 - c. Placements(s) title and short description (s)
 - d. Name(s) of the participant
 - e. Completed Exit Survey that evaluates the Participant's soft and job-related skills (to be supplied by MiHR – Appendix D)
 - f. A narrative to describe how the placement activities have contributed to the achievement of the objectives, the benefits and key performance indicators of the project described in Appendix B
 - g. 'in-kind' contributions under this agreement.

The hiring organization shall ensure that the Participant understands that MiHR will provide all reports and information related to the paid placements to Natural Resources Canada (NRCAN) who may use their work experience, comments and/or share them with Employment and Social Development Canada (ESDC) for promotional and/or publication purposes. *Note: The Hiring Organization and the Participant have the right to indicate in the questionnaire, their refusal for reproduction of any comments.*

TERMS OF PAYMENT

The hiring organization agrees to administer the participant compensation (salary and applicable MERCS and benefits).

The hiring organization shall seek reimbursement for up to seventy-five percent (75%) of each participant's compensation to the maximum amount of \$24,000 for job-ready youth, or a maximum of \$30,000 for youth facing barriers to employment.

Upon signing of this agreement, the hiring organization shall provide MiHR with an invoice for 75% of the funds payable under this agreement. At the end of the placement period, the hiring organization shall provide MiHR with an invoice for the remaining 25% of funds payable under this agreement. At the end of the placement period the hiring organization must provide MiHR with the following supporting documentation 1) the compensation, applicable MERC's and benefits paid to the participant by providing an earnings statement or Record of Employment and 2) the period of the placement for which reimbursement is being sought and 3) the matching funds contributed by the hiring organization.

Wage subsidy payment is conditional upon the successful completion of the Equity, Diversity, and Inclusion (EDI) eLearning modules, outlined in Appendix B, section 7, provided by MiHR to both the student and the student's supervisor. The student and supervisor must each complete the three-eLearning module within the placement duration. If either the student or supervisor fails to complete the required EDI eLearning's, the wage subsidy payment will be delayed or reduced at the discretion of MiHR. The employer is responsible for ensuring that both the student and the supervisor comply with all training requirements. The funds received by the hiring organization under this agreement shall be used solely to compensate participants employed by the hiring organization under this agreement and for no other purposes, including but not limited to the acquisition of goods.

The funds received by the hiring organization under this agreement shall be used solely to compensate participants employed by the hiring organization under this agreement and for no other purposes, including but not limited to the acquisition of goods.

Both parties acknowledge and agree that MiHR in their sole and absolute discretion may require that the hiring organization provide additional supporting documentation to support the invoice, upon notice.

Within ten (10) business days of receipt of an invoice, MiHR shall approve, amend or reject the invoice and advise the hiring organization promptly in writing of any dispute MiHR has with the invoice. No payment to the hiring organization will be made until the invoice has been approved by MiHR.

MiHR shall have the right to hold back or set-off part of any payment if, in the opinion of MiHR acting reasonably, the hiring organization has failed to comply with the requirements of the Agreement.

DOCUMENTATION AND AUDITING

Prior to the completion date of the project and for three (3) years following, **the hiring organization agrees to:**

1. Retain books, records and supporting documents relating to the participant compensation,
2. Allow MiHR access to all books, records and supporting documentation for auditing and program evaluation purposes,
3. Keep proper and accurate records relating to the environmental impact (if any) of the placement,
4. Keep proper and accurate records of all data, analyses, and other scientific or technical assessments and reports, and any and all information relating to the outputs and outcomes of the placement,
5. Grant to MiHR permission to share with Canada the books and records related to the placement for accounting, reporting and auditing and program evaluation.

RELATIONSHIP BETWEEN THE PARTIES

The hiring organization agrees that it shall be acting as an independent party and shall not be considered or deemed to be an agent, partner, employee or joint venture of MiHR.

CHANGE ORDERS

The hiring organization agrees to advise MiHR of any changes to the placement. When advised of a change MiHR has the right to accept, reject or negotiate change orders. Upon the signed acceptance of such change order, the hiring organization shall perform the change order as if the services therein had appeared in and had been part of the Agreement.

DEFAULT

The following events constitute a default:

- I. Early termination of the placement, initiated either by the hiring organization or the participant,
- II. If in the opinion of MiHR, acting reasonably, a material adverse change in risk affecting the fulfilment of the terms and conditions of the agreement has occurred,
- III. The hiring organization becomes insolvent or is adjudged or declared bankrupt or goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors or if an order is made which is not being contested or appealed by the hiring organization or a resolution is passed for the winding up of the hiring organization or it is dissolved.

REMEDIES

Upon the occurrence of an event of default by the hiring organization, MiHR may terminate this agreement by giving written notice to the hiring organization without prejudice to the rights of the hiring organization to sue for damages. In the event of default MiHR and the hiring organization shall reconcile and pro-rate outstanding funding owing either to the hiring organization or to MiHR.

CONFIDENTIALITY

Both parties agree to ensure appropriate procedures are followed to maintain the confidentiality and security of all confidential information associated with this agreement.

INTELLECTUAL PROPERTY

The hiring organization agrees that all materials, Intellectual Property and accompanying Intellectual Property Rights that are generated or developed pursuant to this Agreement shall vest in MiHR or be licensed to MiHR in the event the hiring organization retains title to such Intellectual Property.

The hiring organization further agrees to allow MiHR to supply to Canada the reports and documents developed under this agreement and grants to MiHR the right to grant Canada a non-exclusive, irrevocable, world-wide, free and royalty-free licence in perpetuity to use, modify, and, subject to the *Access to Information Act*, make publicly available such reports and documents for non-commercial governmental purposes.

DISPUTE RESOLUTION

If a dispute arises under this agreement the parties will attempt to resolve the matter through good faith negotiation and may, if necessary, and the Parties consent in writing, resolve the matter through mediation by a mutually acceptable mediator. The cost of the mediation and fees to the mediator shall be borne equally by both parties.

PROMOTION RESTRICTIONS

The Hiring Organization shall not at any time directly or indirectly communicate with the media in relation to this Agreement unless it has first obtained MiHR's written authorization to do so.

Any publicity or publications related to this Agreement shall be at the sole discretion of MiHR. MiHR may, in its sole discretion, acknowledge the participation of the hiring organization in any such publicity or publication. The hiring organization shall not publicize, promote or make use of its association with MiHR without the prior written consent of MiHR, which shall not be unreasonably withheld.

ACKNOWLEDGMENT

The hiring organization shall acknowledge the financial support of the Government of Canada in all public information produced as a result of this agreement.

INDEMNIFICATION

Both parties agree to indemnify each other and its officers for all losses, damages, costs, expenses, claims, demands, actions, suits or other proceedings of every nature and kind arising from or in consequence of the performance of this agreement, provided such losses damages, costs, expenses, claims, demands, actions, suits or proceedings arise without negligence on the part of either party or its officers or employees, and whether such actions, suits or proceedings are brought in the name of either party.

Both parties agree that neither Canada, nor its employees, officers and agents, will have any liability in respect of claims of any nature, including claims for injury or damages, made by any person involved in the activities of the Project or as a result of or arising out of the Agreement, and will indemnify and save harmless Canada, its employees, officers and agents, in respect of such claims.

ASSIGNMENT

The hiring organization shall not assign its interest, in whole or in part, in this agreement without written approval by MiHR, which approval is in MiHR's sole discretion.

APPROPRIATION

The payment of monies by Canada to MiHR available under this Agreement is subject to there being an appropriation by Parliament for the Fiscal Year in which the payment of monies is to be made.

Notwithstanding any other provision of this Agreement, Canada may reduce or cancel the contribution upon written notice to MiHR in the event that the funding levels for the Department of Natural Resources are changed by Parliament during the term of this Agreement. In the event that Canada reduces or cancels the Contribution, the parties agree to amend the project and the eligible expenditures, under this agreement, to take into account the reduction or cancellation of the contribution.

COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original but both of which taken together shall constitute one of the same agreements. The exchange of copies of this Agreement and of signature pages by facsimile or electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or electronic transmission shall be deemed to be their original signatures for all purposes.

ENTIRE AGREEMENT

This agreement and the schedules attached to this agreement constitute the entire agreement between the parties. The agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

NOTICES

Any notices or other communication in regards to this agreement shall be sent to the parties at the following address:

For The Hiring Organization

For MiHR Dana Imbeault
Senior Director of Operations

dimbeault@mihr.ca
Mining Industry Human Resources Industry
50 Frank Nighbor Place, Suite 105
Kanata, ON K2V 1B9