

# *Excellence in Manufacturing - WILWorks Student Work Placement Program Terms and Conditions*

## **1. Introduction**

This Agreement establishes the responsibilities of the Employer (the "Employer") as named on the Employer Acceptance Form in agreeing to accept this placement salary subsidy (the "Subsidy") from Excellence in Manufacturing Consortium (EMC) (the "Service Delivery Partner") through its WILWorks program ("WILWorks"), under the auspices of the Employment and Social Development Canada's ("ESDC") Student Work Placement Program ("SWPP"). In addition, the Employer acknowledges their obligation to cooperate in working towards a successful outcome for the named student and to meeting their reporting and financial obligations.

## **2. Value and Duration of the subsidy**

The Subsidy funds provided must be used exclusively for the WILWorks placement salary support of the named student. The Subsidy is calculated as follows:

- 50% or 70% of the student's wages incurred between **May 1, 2021** and **March 31, 2022** provided that the total amount of wages reimbursed does not exceed \$5000 or \$7000 accordingly.
- 75% of the student's wages incurred between **May 1, 2020** and **April 30, 2021** provided that the total amount of wages reimbursed does not exceed \$7500.

The final subsidy amount will be determined at the end of the placement, and the Employer will then receive final payment pending EMC's receipt, in a timely manner, of:

- a) student's first and final pay stub, and
- b) invoice and employer attestation, and
- c) completed the Employer Exit Survey and Student Exit Survey.

Note: No funds in addition to the above amount will be provided to the Employer. The Employer will only be reimbursed for the maximum number of placements awarded. Placements can be partially non-federal government-funded, but only funds from non-governmental sources can be subsidized under this program (i.e. a position paid with 60% provincial grant funding is only eligible for a subsidy on the 40% of the non-governmental funds from the employer). An employer must disclose if and by how much the placement is being partially funded by government sources. The Employer may only benefit from a Subsidy once per student and will not collect subsidy or financial support in a way that results in a net financial benefit or profit.

Note: Although not an obligation, EMC encourages both the Employer and the student to submit testimonials, success stories, lessons learned, etc.

## **3. Reporting**

The Employer agrees to participate in meetings with EMC at its request for monitoring the progress of the placement. EMC and the Government of Canada, or their representatives, have a right to access the Employer's premises or the location of the work placement to monitor the placement and work

experience. As indicated in 2., the final subsidy amount will be determined at the end of the placement pending EMC's receipt of a) the student's first and final pay stub, b) invoice and employer attestation, and c) the completed Employer Exit Survey and Student Exit Survey.

#### **4. Release of Funds**

The Subsidy will be forwarded to the Employer within 45 days due net of receipt of an invoice to be issued by the Employer on the placement's conclusion. All such invoices must be submitted to EMC, as indicated in 2. above with a) the student's first and final pay stub, b) invoice and employer attestation, and c) the completed Employer Exit Survey and Student Exit Survey. Note that the final pay stub for the student must show the total salary payments made to the student during the placement. All payments are subject to EMC's receipt of the above documentation and the continuation of SWPP funding from ESDC.

#### **5. Accounting and Records**

The Employer must maintain proper and accurate accounts and records of the placement for a minimum of 6 years after the date of completion of the placement. EMC or its designate will have the right to access the books and accounts of the Employer and to audit the records of the Employer relating to the placement and the use of the contributed placement funds. The Employer agrees to release to EMC, upon request and in a timely manner, to release to the Auditor General of Canada, all records related to the placement and the use of funds held by the Employer and such further information and explanations related to any part of the Subsidy or its use as the Auditor General, or anyone acting on behalf of the Auditor General may request.

#### **6. Placement Terms**

Placement employment agreements are between the student and the Employer. EMC is not a party to these agreements and assumes no financial or legal responsibility concerning events or actions by either party that affect the employment situation for any student (e.g. layoffs, intellectual property issues, confidentiality agreements, strikes, etc.). Where legally required, the Employer is responsible for providing Workplace Safety and Insurance Board (WSIB) or alternate workplace insurance coverage for the student. EMC makes no representation as to the adequacy of students' skills or abilities. The selection of an appropriate student to fill an available position is entirely the decision of the Employer.

#### **7. Privacy**

EMC is committed to operating in accordance with the Freedom of Information and Protection of Privacy Act (FIPPA). In accordance with Section 39(2) of the Freedom of Information and Protection of Privacy Act (1990), personal information in connection with this program is collected under the authority of EMC. Personal information provided by the applicant is used by EMC and its technology partners, Magnet and Orbis, for the purposes of assessing, processing and reporting on an application for the Student Work Placement Program and may be shared with post-secondary institutions, provincial or municipal governments to confirm eligibility for the program and enable harmonization with other wage subsidy programs. Anonymized data collected through the program may also be used for labour market research or other research purposes. EMC may, from time to time, contact Employers to promote EMC programs or services. If you have any questions about the collection

of personal information by EMC and its technology partners, Magnet and Orbis, as referenced in this form, please contact EMC's Sr. Project Coordinator, **Wendy Gray**, via [wgray@emccanada.org](mailto:wgray@emccanada.org).

## **8. Publicity**

EMC or ESDC may contact students and Employers concerning the placement and publicity events. In addition, students and organizations may be asked to participate in announcements, ceremonies and other communications activities to acknowledge the federal government's role in the funding provided through the SWPP program in the form of a news release and/or event.

## **9. Intellectual Property**

The disposition of intellectual property arising from the placement must be negotiated between the student and the Employer. EMC makes no claim on any such intellectual property produced in the course of the internship, with the exception of reports and other materials provided to EMC in respect of the Employer's reporting obligations under the subsidy, as indicated in point 3 above.

## **10. Change of Status**

The Employer will immediately inform EMC should any significant changes in status occur; including a major restructuring, merger or change of ownership, change of business or location, or any other change that results in the Employer or student no longer qualifying for the SWPP.

## **11. Adherence to Laws**

For the duration of the subsidy, the Employer shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Employer including but not limited to, statutes, regulations, by-laws, rules, ordinances and decrees. This includes legal requirements and regulations relating to environmental protection and the successful implementation of and adherence to any mitigation measures, monitoring or follow-up programs, which may be prescribed by the Minister or by other federal, provincial, territorial, municipal bodies.

## **12. Liability**

EMC shall have no liability under this Agreement, except for payments of the Subsidy, in accordance with the terms outlined in this Agreement. Without limiting the generality of the foregoing, neither EMC nor the Government of Canada shall be liable for any direct, indirect, special or consequential damages, or damages for loss of revenues or profits of the Employer resulting from the Employer's participation in the SWPP.

The Employer shall at all times indemnify and save harmless EMC and her Majesty, its officers, officials, employees and agents from and against all claims and demands, losses, costs, damages, actions, suits or other proceedings (including, without limitation, those relating to injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights by whomsoever threatened, brought or prosecuted in any manner based upon or occasioned by any injury to persons, damage to or loss or destruction of property, economic loss or infringement of rights), caused by or arising directly or indirectly from the Employer's participation in the SWPP.

### **13. Termination of Support**

EMC reserves the right to terminate support at any point: (i) should the Employer fail to comply with the terms of the Subsidy as outlined in this Agreement; (ii) if the Subsidy is misused; (iii) if the Employer is no longer eligible; or (iv) the student is no longer eligible; or (v) if the placement is terminated early. EMC will strive to resolve any difficulties with the Employer before taking steps to terminate a Subsidy.

### **14. Eligibility**

The Employer agrees to meet all the SWPP eligibility criteria, whereby the Employer:

- is a registered, Canadian business or non-profit
- is NOT a federal, provincial, territorial or municipal government,
- is committed to paying the student for the placement which the Employer submitted,
- will comply with all federal and provincial human rights and labour legislation, regulations, and any other relevant standards including the Occupational Health and Safety Act and the Employment Standards Act,
- has the financial capacity to pay the student for the duration of the placement in full,
- where legally required, the Employer is responsible for Workplace Safety and Insurance Board (WSIB) or alternate workplace insurance coverage,
- has not received or will not receive funding through EMC or another program delivery partner for more than one Student Work Placement Program subsidy per student placement,
- will not count any subsidy provided under this program toward tax credits,
- is only submitting applications for paid placements that are not subsidized by the federal government under another funding program,
- is only submitting applications for registered domestic students in recognized post-secondary institutions,
- is only submitting applications for students who are Canadian citizens, permanent residents, or persons to whom refugee protection has been conferred under the Immigration and Refugee Protection Act,
- is only submitting applications for students legally entitled to work in Canada, and
- is only submitting applications for work placements that are relevant to the manufacturing and related sectors.