



CDAP Employer Funding Acceptance Form

Magnet, a unit of Toronto Metropolitan University, has awarded the company named below (the “Recipient”) a youth placement salary subsidy under the Canada Digital Adoption Program (“CDAP”) for the youth named below. The Recipient hereby accepts the award.

In accepting the award, the Recipient agrees to administer the placement and the subsidy in accordance with the attached Magnet CDAP Terms and Conditions and the Program Guide. The Recipient confirms that they read and understand the privacy statements of Boost Your Business Canada Digital Adoption Program and Magnet and all relevant application forms.

The Recipient also represents and warrants that the youth for whom the Recipient is receiving the subsidy is an individual aged 18-30 who attends a post-secondary institution Canadian or international, is a recent graduate. For greater certainty, a recent graduate is a youth who has graduated from a post-secondary institution (in Canada or an international school) within the past two years. Participating youth must be i) Canadian citizens, ii) permanent residents, or iii) refugees with the right to work in Canada.

The Recipient acknowledges that the information they provided is accurate and true to the best of their knowledge, collected and administered in accordance with the *Personal Information Protection and Electronic Documents Act* (PIPEDA) *Freedom of Information and Protection of Privacy Act* (FIPPA), and may be used by third-party providers for reporting and accountability purposes.

The Recipient gives consent to Toronto Metropolitan University to release any information regarding the Recipient’s application and participation in CDAP to Magnet’s technology partners, the Government of Canada, post-secondary institutions, or other levels of government.

The deadline to submit applications for eligible placements is September 30, 2024. Magnet may accept applications for eligible placements that occur before the CDAP completion date of March 31, 2025.

The Recipient also gives consent to Magnet to directly contact the Organizational Contact provided in order to complete the stages of the application process necessary before the wage subsidy can be issued.

Company Legal Entity Name			
Youth Legal First and Last Name			
Youth Position Title			
Start Date of Placement	<i>MM-DD-YYYY</i>	End Date of Placement	<i>MM-DD-YYYY</i>
Expected Total Gross Salary			
Recipient Company Supervisor Name			
Recipient Company Supervisor Title			

Agreed and Accepted:

Per _____

Name: _____ Position Title: _____

Signature*: _____

I have authority to bind the Company

**BLACK ink, no cursive or typed font*

Magnet Canada Digital Adoption Program Terms and Conditions

1. Introduction

These Terms and Conditions of subsidy establishes the responsibilities of each party. In agreeing to accept the placement salary subsidy award (the “Subsidy”) made by Toronto Metropolitan University carrying on business as Toronto Metropolitan University on behalf of its business unit Magnet (“Magnet”) under the Minister of Industry Magnet Canada Digital Adoption Program (“CDAP”), the Recipient confirms that they will abide by these Terms and Conditions. In addition, they acknowledge their obligation to cooperate in working towards a successful outcome and to meeting their reporting and financial obligations.

2. Value and Duration of the Subsidy

The funds provided hereunder must be used exclusively for the purpose of the placement salary support of the named youth. The Subsidy will be up to \$7,300 and will be paid as a reimbursement by Magnet upon production of proof of wage payment by the Recipient. Reimbursements for part-time or shorter-term placements providing less than the full-time equivalent 450 hours (37.5 hours worked for 12 weeks) will be adjusted proportionately to the placement’s actual number of hours, or otherwise as approved by CDAP.

No funds in addition to the above amount will be provided to the Recipient. The Recipient will only be reimbursed based on the actual number of placements awarded.

Placements can be partially funded by non-federal government funds provided these funds and the funds from CDAP together do not exceed 100%. The Recipient must disclose if, and by how much, the placement is being partially funded by government sources.

The Recipient may only benefit from a Subsidy once per youth, and will not collect subsidy or financial support in a way that results in a net financial benefit or profit.

3. Reporting

The Recipient agrees to participate in meetings with Magnet at its request for the purpose of monitoring progress of the placement.

Magnet and the Government of Canada, or their representatives, have a right to access the Recipient’s premises or the location of the work placement to monitor the placement and work experience.

The Recipient and youth must complete and submit the Magnet CDAP post-work placement survey to report on the placement experience.

4. Release of Funds

Within 90 days after the end date of the placement, the Recipient will submit to Magnet: (i) payment attestation form for gross wages paid during the period indicated in Clause 2; (ii) an invoice for the value of the wage Subsidy as calculated in Clause 2. Magnet will forward Subsidy funds to the Recipient 90 days due net receipt of the invoice.

All payments made hereunder will be subject to satisfactory progress by the Recipient including the provision of all required reporting, and are conditional upon the continued support of the Magnet CDAP from the Minister of Industry. In the event that any reports do not meet the satisfaction of Magnet, Magnet shall have the right to reject the report or require correction before payment will be authorized.

5. Accounting and Records

The Recipient must maintain proper and accurate accounts and records of the placement for a minimum of six (6) years after the date of completion of the placement.

Magnet or its designate will have the right to access the books and accounts of the Recipient, and/or to audit the records of the Recipient relating to the placement and the use of the contributed placement funds.

The Recipient agrees to release to Magnet, upon request and in a timely manner, for the purpose of releasing to the Auditor General of Canada, all records related to the placement and the use of funds held by the Recipient 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 youth and the Recipient. Magnet is not a party to these agreements and assumes no financial or legal responsibility with regard to events or actions by either party that affect the employment situation for any youth (e.g. layoffs, intellectual property issues, confidentiality agreements, strikes, etc.).

Magnet makes no representation as to the adequacy of youth's skills or abilities. The selection of an appropriate youth to fill an available position is entirely the decision of the Recipient.

7. Privacy

Magnet 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 form is collected under the authority of the *Ryerson University Act* (1977). Personal information provided by the applicant organization is used by Magnet and its technology partners for the purposes of assessing, processing and reporting on an application for the CDAP and may be shared with postsecondary 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.

Magnet may, from time to time, contact applicant organizations to promote Magnet programs or services. If you have any questions about the collection of personal information by Magnet as referenced on this form, please contact: Magnet CDAP Personnel at boostyourbusiness@magnet.today.

8. Publicity

The youth and the Recipient may be contacted by Magnet in relation to the placement and publicity events. In addition, youths and Recipients 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 program and/or a public announcement of their project by or on behalf of the Minister of Industry 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 youth and the Recipient. Magnet makes no claim on any such intellectual property produced in the course of the placement, with the exception of reports and other materials provided to Magnet in respect of the Recipient's reporting obligations under the Subsidy.

10. Change of Status

The Recipient will immediately inform Magnet 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 Recipient or youth no longer qualifying for the CDAP.

11. Adherence to Laws

For the duration of the Subsidy the Recipient shall comply with all federal, provincial, territorial, municipal and other applicable laws governing the Recipient 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

Magnet shall have no liability under this Agreement, except for payments of the Subsidy, in accordance with the Subsidy award letter and these Terms and Conditions. Without limiting the generality of the foregoing, neither Magnet 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 Recipient resulting from the Recipient's participation in the CDAP.

The Recipient shall at all times indemnify and save harmless Magnet 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 Recipient's participation in the CDAP).

13. Termination of Support

Magnet reserves the right to terminate support at any point: (i) should the Recipient fail to comply with the Terms and Conditions of the Subsidy; (ii) if the Subsidy is misused; (iii) if a Recipient is no longer eligible; or (iv) the youth is no longer eligible; or (v) if the placement is terminated early.

Magnet will strive to resolve any difficulties with the Recipient before taking steps to terminate a Subsidy.

14. Eligibility

The Recipient agrees to meet all the CDAP eligibility criteria, whereby a Recipient:

- a. is a small or medium sized business, that has received a grant from CDAP for a submitted digital adoption plan (DAP) prepared by a CDAP-approved digital advisor;
- b. is a sole proprietor or business incorporated under the laws of Canada or a province or territory;
- c. is for-profit;
- d. has full time equivalent employees between 1 – 499;
- e. can demonstrate having at least \$500,000 of annual revenues in one of the previous three years from the date of submitting a grant application;
- f. is privately owned;
- g. meets all of the requirements to be deemed a Canadian-controlled private corporation;
- h. can only apply for and secure one (1) youth placement; is not a federal, provincial, territorial or municipal government;

- i. is committed to paying the youth for the role;
- j. 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;
- k. has the financial capacity to pay the youth for the duration of the placement in full (the wage Subsidy will be administered after receiving the payment attestation form at the end of the placement);
- l. where legally required, the employer is responsible for Workplace Safety and Insurance Board (WSIB) or alternate workplace insurance coverage;
- m. will not count any Subsidy provided under this program toward tax credits; and
- n. is only submitting applications for youths who are Canadian citizens, permanent residents, or refugees with the right to work in Canada.