

Indigenous Skills and Employment Training Program (ISETP)

Skills Development Employment Benefit Agreement

THIS AGREEMENT made the **DATE**, day of **MONTH, YEAR**.
BETWEEN:

ISETP Holder (QALIPU FIRST NATION BAND) (hereinafter called "**QFN**")

- and -

APPLICANT'S NAME, of the City of **Name of Town**, in the Province of **NL**
(hereinafter called the "**CLIENT**")

WHEREAS, this Agreement sets out the terms and conditions of the financial assistance that ISETP Holder (QFN) has agreed to provide you, **APPLICANT'S NAME**, under the Indigenous Services Canada (ISETP) – Skills Development Employment Benefit under the Employment Insurance Act (EI) or ISETP Program Terms and Conditions from the Consolidated Revenue Fund (CRF).

The purpose of the financial assistance is to provide you with the opportunity to take part in training that has been identified by the ISETP Holder as demand-driven, which will enable you to participate in the labour market.

Financial Assistance Source for You: _____

THEREFORE, QFN and the Client agree to the following:

1.0 AGREEMENT

- 1.1 The QFN ISETP Program Local Guidelines set out in the Education and Training Policy Manual (hereinafter the "**Local Guidelines**") are part of this Agreement.
- 1.2 All policies, procedures and requirements set out in the Local Guidelines shall apply to this Agreement. Where not set out in this Agreement, defined terms are set out in the Local Guidelines.
- 1.3 If any provision of this Agreement is invalid or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 1.4 QFN reserves the right to change or amend this Agreement at its sole discretion and agrees to notify the Client within 10 business days of having done so.

2.0 CLIENT INFORMATION ¹

Name:	Contract Number:
SIN:	Date of Birth:
Disability:	*****
Permanent Address:	
Street Address:	
Mailing Address:	
City/Town:	
Province:	
Postal Code:	
Phone Number:	
Email Address:	

3.0 ACTIVITY AND DURATION

3.1 Activity Being Supported (Training Information):

Eligible Institution:
Eligible Program:

3.2 Duration of the Agreement

Start Date:	End Date:
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4.0 MAXIMUM ALLOWABLE ASSISTANCE

4.1 The Client is not entitled to the maximum allowable financial assistance.

Financial Assistance – Maximum Allowable Costs:			
<i>Type of Assistance</i>	<i>Cost Per Period</i>	<i>Estimated Periods per Agreement</i>	<i>Total Estimated Maximum Cost for Agreement Period</i>
Tuition			
Books			
Maximum Amount Payable			

Note: Financial assistance under the Qalipu First Nation Band is subject to income tax deduction.

5.0 FINANCIAL SUPPORT

5.1 ISETP (QFN) Agrees to provide the Client with the following financial assistance, subject to any limitations, restrictions or discretion provided for in this Agreement:

<i>Fiscal Year</i>	<i>Amounts Committed for Fiscal Year</i>
TOTAL	

5.2

Financial Assistance – Schedule and Basis of Payment:

<i>Type of Assistance</i>	<i>Semesters paid</i>	<i>Estimated Periods per semester / Agreement</i>

6.0 PAYMENT AND RECEIPTS

- 6.1 Before any payments outlined above can be made to the Client, a signed, written Agreement must be in place.
- 6.2 **All receipts are due to the Administrative Assistant no later than fifteen (15) business days after the start of the program.** Receipts submitted beyond that point may be deemed ineligible for reimbursement.
- 6.3 Faxed or scanned copies of receipts are acceptable for payment as long as they have the **client's name, the school, and the program clearly identified**. Invoices and Credit Memos are also acceptable however once payments are made, receipts of payments are required to be submitted to the Administrative Assistant within 15 business days of the date of payment.
- 6.4 Please remember that Education and Training funding is a reimbursement program. It is the responsibility of the Client to have sufficient resources to pay your tuition and books up front and you will be reimbursed upon submission of receipts, credit memos or account summaries.
- 6.5 A direct deposit form is sent with this Agreement to the Client. The Client must sign the direct deposit form and fill it in correctly in order to receive any financial support.
- 6.8 The bank account must be in the name of the Client.

Note to Active EI Claimants Regarding Referral under Section 25 of the EI Act:

A claimant is unemployed, capable of and available for work and therefore eligible to receive EI Benefits when attending a training course under the Skills Development Employment Benefit as Authorized by the Commission or Designate. Failure to meet the conditions of your Section 25 Referral may result in the loss of your entitlement of EI benefits.

For the purposes of Section 25 of the EI Act, the participant is hereby referred to the course.

YES _____

NO _____

N/A _____

7.0 REPAYMENT OF FUNDS

7.1 The Client must repay the amount of any financial assistance to which they receive but are not entitled to, which includes but is not limited to the following:

- (i) payments made to in error;
- (ii) payments made for costs in excess of the amount actually incurred by the Client for those costs;
- (iii) payments that were used for costs that were not eligible for reimbursement; or
- (iv) payments made in excess of the maximum allowable limits.

7.2 A Client must repay all financial assistance paid out to them by QFN during the duration of their agreement if they quit, fail, or are terminated from their program of studies.

8.0 PRIVACY AND ACCESS TO INFORMATION

8.1 The information collected in this Agreement or during the preparation of this Agreement is to be used for the administration of the Education and Training’s Skill Development Employment Benefit by ISETP Holder. This information may be shared with Canada. The Client’s information will be protected as per the *Privacy Act* and other applicable Federal and Provincial legislation. The Client has access to their personal information if required.

8.2 By signing this Agreement, the Client agrees to provide written consent to ISETP Holder (QFN) to share personal information with Canada as required for the administration of the ISETP Program.

8.3 I agree to allow QFN to obtain information from my educational institution regarding obtaining marks, receipts, invoices or to make inquiries regarding my attendance and Client achievement at any time during or after my contract in order to meet the funding requirements.

9.0 MONITORING AND AUDITS

9.1 The Client acknowledges and accepts that their progress will be case managed, monitored and/or audited by ISETP holder (QFN), Canada or any other authorized designate including qualified auditor.

10.0 LIMITS AND TERMINATION

- 10.1 Payment of any financial assistance paid to the Client under this Agreement is subject to the availability of funds provided by Canada to ISETP Holder (QFN) and may be cancelled or reduced in the event that Canada cancels or reduces its funding to the ISETP Holder (QFN).
- 10.2 QFN reserves its right to withhold or reduce all funding or take any other action it deems appropriate including terminating the Agreement, if transcripts or any other such information or documentation as required under the Local Guidelines is not provided. If a Client is terminated for any reason, all funds paid to the Client during the duration of the contract will be required to be repaid to QFN.
- 10.3 QFN reserves its right and absolute discretion to terminate, reduce or increase support, including but not limited to the support set out in this Agreement, at any time for any reason, as QFN determines is reasonably necessary.

11.0 CORRESPONDENCE AND NOTICE

- 11.1 Faxed or scanned documents will be accepted for books, tuition, contracts, and direct deposit forms in order to process your claim. However, the **Clients name, the school name, and the semester must be clearly identified on all receipts**. You are required to follow up with the original documents for contracts, and direct deposit forms. Send ALL documents required in the Agreement and the Local Guidelines to your Administrative Assistant.
- 11.2.1 This Agreement should be signed and returned within 10 business days of receipt. Those that are not returned in that time will be considered not attending and the Agreement may be voided so that the funding may be reallocated.

12.0 CLIENT RESPONSIBILITIES AND COMMITMENT

As a Client supported by the ISETP Holder (QFN), under the Indigenous Service Canada (ISETP), I agree and accept the following conditions and responsibilities:

- 1. I have informed myself of and will follow the requirements set out in this Agreement and the Local Guidelines.*
- 2. In order to receive Tuition funding, I know that I MUST provide QFN an account summary that displays **my name, the name of the school** and that the account summary will show all Tuition and compulsory fees incurred by me for that semester.*
- 3. I know that I must provide a receipt that indicates the books are required for the course in which I am enrolled. I understand the maximum reimbursement for used textbooks is 50% of the Post-Secondary Institution book store price.*

4. *I recognize that QFN provides tuition assistance based on the local rates and rates set in Newfoundland and Labrador. I have read the "Eligible Tuition" sections of the Local Guidelines and understand them*
5. *I will satisfy the academic requirements specified by my institution, including attending all classes and ensuring that at all times I am enrolled in sufficient courses to be considered a full-time Client, or part-time, or distance Client, as the case may be.*
6. *I will inform QFN of any program changes or personal changes, including course withdrawals or withdrawal from the institution, or change of residence. Also, that if I withdraw, I understand that I may be required to pay back any funding which I received while not in school.*
7. *I will repay any funding that I receive which I am not entitled to.*
8. *I will submit all receipts within fifteen (15) business days from the start date of the Academic semester. Any receipts submitted later than this may be ineligible.*
9. *I will mail or e-mail all documents to QFN – I recognize that QFN will not accept any documents sent by fax or any other means.*
10. *I have included banking information with this Agreement that is signed and correctly completed. The bank account is in my name and I will update QFN immediately if any of my banking information changes.*
11. *I have read the Local Guidelines, the Agreement and make this Client statement being fully aware of my responsibilities in the ISETP program.*
12. *I will check my e-mail regularly to ensure I am in regular communication with QFN.*
13. *I agree to maintain respectful, open and meaningful dialogue with QFN at all times.*

I agree that if one or more of the Client responsibilities set out above are not met, or if I fail to adhere to the policies and procedures set out in the Local Guidelines, QFN may withdraw, reduce or terminate my Funding support. If funding is withdrawn or terminated, or if I am not in compliance with any documents required then I will have to repay all funds paid under my agreement with QFN.

I declare that I was a resident in Canada for the (12) consecutive months prior to the date of my funding application for Post-Secondary Education support with Qalipu First Nation Band dated _____.

The Client and QFN have duly placed their respective initials on each page of this Agreement.

The Client and QFN have duly executed this Agreement as of the date on the first page of this Agreement.

Signatories to this Agreement:

Signed for QFN:

Yvonne MacDonald, Admin Assistant

Date

Signed for Participant:

Signature for Participant

Date

This Agreement should be signed and returned within 10 business days of receipt. Those that are not returned in that time will be considered not attending and the Agreement may be void so that funding may be reallocated. Your timely and prompt attention is appreciated.