

Humanities Career Apprenticeship Program Collaboration Agreement

This AGREEMENT is effective as of _____ day of _____, 2021 (the "Effective Date")

BETWEEN:

CITY OF HAMILTON

(hereinafter called the "City")

- and -

MCMASTER UNIVERSITY

(hereinafter called the "University")

WHEREAS McMaster has established the Humanities Career Apprenticeship Program (the "Program");

AND WHEREAS the purpose of the Program is to assist recent University Faculty of Humanities graduates obtain their first post graduate job with an employer located in the City;

AND WHEREAS the Program is funded by a grant provided to the University by the Rottenberg Family Foundation;

AND WHEREAS the grant provided to the Program will be used as funding to pay a portion of the salary of a graduate who obtains employment with an employer as a result of the Program;

AND WHEREAS on [insert date], 2021 the Council of the City approved Item [insert number] the [insert name] Committee Report No. [insert number] thereby authorizing the City to enter into this Agreement and thereby authorized City Economic Development Division staff to promote the Program to employers within the City and refer them to the University for the purposes matching them with a recent graduate of the University's Faculty of Humanities;

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties hereto, the Parties hereto covenant and agree as follows:

Article 1 – Interpretation

1.1 Definitions

In this Agreement and the recitals hereto unless something in the subject matter or context is inconsistent therewith:

- (a) **"GM"** means the City's General Manager of Planning and Economic Development;
- (b) **"FIPPA"** means the Freedom of Information and Protection of Privacy Act, R.S.O.
- (c) **"Humanities"** means the University's Faculty of Humanities;
- (d) **"Indemnified"** has the meaning ascribed to it in Section 7.1;
- (e) **"Initial Term"** has the meaning ascribed to it in Section 2;
- (f) **"MFIPPA"** means the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M.56;
- (g) **"PIPEDA"** means the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5;
- (h) **"Program"** has the meaning ascribed to it in the Recitals;
- (i) **"Program Student"** means a student who has applied for and been approved by the University to participate in the Program and meets all the qualifications and requirements to participate in the Program;
- (j) **"Start-Up Employer"** means an employer who has been in operation for less than two (2) years and has less than five (5) employees;

1.2 Headings, Articles, Sections, Schedules

The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The term **"this Agreement"** refers to this Agreement in its entirety and not to any particular article, section or other portion of this Agreement and includes any agreement supplemental to this Agreement. Unless otherwise indicated, references in this Agreement to Articles, Sections, Recitals or Schedules are to Articles, Sections, Recitals and Schedules of this Agreement.

1.3 Gender and Number

If the context of this Agreement requires changes of gender and number, this Agreement shall be read such that words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and vice versa.

1.4 Statutory References

Any reference in this Agreement to any Law, or to any section of or any definition in any Law, shall be deemed to be a reference to such Law or section or definition as amended, supplemented, substituted, replaced or re-enacted from time to time.

1.5 Schedules

The following are the Schedules annexed hereto and incorporated by reference and deemed to be part hereof:

Schedule "A" – Program Employer Qualifications
Schedule "B" – Key Milestones and Important Dates
Schedule "C" – City's Timeline
Schedule "D" – Visual Identity Guidelines Standards and Approvers

The Schedules are attached to and form a part of this Agreement in the same manner and with the same effect whether or not they are included in the body hereof.

1.6 Recitals

All of the recitals preceding Article 1 of this Agreement are true and correct.

2. TERM

The initial term of this Agreement is one (1) year beginning on September 30, 2021 ("Initial Term"). Thereafter, it shall automatically renew for an additional year unless:

- (i) either Party provides sixty (60) days' prior written notice to the other of its intent not to renew this Agreement at the end of the current term; or
- (ii) the City does not consent to any changes to the program pursuant to Section 8.1.

In the event that Program funding ceases, this Agreement will terminate immediately.

3. Roles and Responsibilities

3.1 The University shall:

- (a) identify, communicate with, and recruit qualified students to participate in the Program. This activity includes but is not limited to developing and maintaining the page pertaining to the Program on the Humanities website, managing student contact list, and direct email advertising to students;
- (b) provide administration of the Program, including but not limited to overseeing Key Milestones and Important Dates identified on Schedule "B", arranging working group and advisory group meetings, ensuring accurate and timely communication between the Parties;
- (c) ensures job postings meet required the University standards and compliance with job safety

requirements;

- (d) act as the only contact for the Rottenberg Family Foundation;
- (e) communicate with the University Faculty of Humanities alumni and other friends of the university as required for the purposes of the Program which shall include but not be limited to recruiting and coordinating alumni mentors; and
- (f) confirm that employers referred by the City to the University meet the Program qualifications as described on Schedule “A” hereto.

3.2 The City’s obligations under this Agreement shall be limited to following:

- (a) promoting, in such manner and to such extent as determined by the GM in his sole discretion, the Program to Hamilton businesses that satisfy Program qualifications described in Schedule “A” attached hereto. The City shall consult the University in respect of the manner and extent of the promotion but agreement or consensus with the University is not required for the manner or extent of the City’s promotion. Start-up Employers will not be eligible for referral by the City or to participate in the Program;
- (b) forward all job postings and company information provided to the City to the University for promotion to Humanities students who have been approved by the University to participate in the Program; and
- (c) participate in all advisory, consultation and update meetings set out in Schedule “C” and provide outreach lists and employer engagement activities in accordance with the timeline as set out in Schedule “C”.

4. Program Funding

4.1 The Program will fund up to a maximum of 10, one-year apprenticeships for the Initial Term. The number of eligible positions may change from year to year by mutual agreement in writing from the City and the University. Funding will cover the salary of graduates for a period of four months, to a maximum of \$4,000 CAD per month, per student. The Program grant will be made to the University who will be required to fund all of the salaries for the selected graduates for the various four-month periods. Upon the placement of 10 eligible Humanities graduates during the Initial Term and upon the maximum number of placements agreed to by the City and University for each yearly extension thereafter the City’s obligations in Section 3.2 shall be suspended until the expiry of the period in which notice of termination of the automatic renewal provided for in Section 2 expires. The City shall not be responsible for any funding of the Program or any costs of the Program other than those incurred by the City in respect of its obligations described in Section 3.2.

3.2. The University shall be responsible for all costs incurred in respect of the Program, other than those incurred by the City in respect of its obligations described in Section 3.2.

5. Marketing and Communications

5.1 All publications and communications regarding the Program, by the University or the City shall have consistent messaging to achieve a cohesive image and brand for the Program.

5.2 The University shall be solely response for student recruitment communications and promotion. The City shall be solely response for employer recruitment communications and promotion

5.3 The Parties agree to:

- (a) Collaborate on marketing materials, particularly with respect to individual brand standards and procedures. Marketing materials shall be consistent with the Visual Identity Guidelines attached hereto as Schedule "D". The guidelines in Schedule "D" do not amount to rules and rigid compliance with them is not expected.
- (b) Designate an individual, identified in Schedule "D" to approve of any final marketing materials or media releases.
- (c) Designate a spokesperson in the event of media interviews, all media requests must be communicated to all partners.

5.4 The City agrees not to do anything or permit anything to be done that uses, including but not limiting to, the University's names, trademarks, logos, licenses, or copyright without the express written permission of the University. The City shall not use any information it may acquire with respect to the affairs of the University or its affiliates for its own purposes or for any purposes other than the promotion and administration of the Program. The City further agrees not to do anything or permit anything to be done that may damage the reputation of the University or which the University may reasonably deem to be damaging, including but not limited to its reputation, image, and or standing.

5.3 Similarly, the University agrees not to do anything or permit anything to be done that uses, including but not limiting to, The City's names, trademarks, logos, licenses, or copyright without its the express written permission of The City. The University shall not use any information it may acquire with respect to the affairs of the department or its affiliates for its own purposes or for any purposes other than the promotion and administration of the Program. The University further agrees not to do anything or permit anything to be done that may damage the reputation of The City may reasonably deem to be damaging, including but not limited to its reputation, image, and or standing.

6. Confidentiality

6.1 For the purposes of this Section, "Confidential Information" means any information that is not in the public domain. The Parties acknowledge that they may receive Confidential Information about the other Party in the course of this Agreement. A Party, its employees, agents and contractors shall not divulge any confidential information about the other Party acquired in the course of this Agreement without the prior written consent of the other Party.

Furthermore, a Party shall not use any Confidential Information acquired in the course of this Agreement for any purposes other than those related to this Agreement, without specific written authorization by the other Party.

6.3 The University acknowledges and agrees that, in addition to any requirements under PIPEDA, the City is bound by the MFIPPA and that the Agreement and any information provided to the City in connection with the Project or otherwise in connection with this Agreement may be subject to disclosure in accordance with MFIPPA. The University shall assist and cooperate with the City in complying with the requirements of PIPEDA and MFIPPA.

6.4 The University shall collect, use, disclose, retain and dispose of Personal Information only in accordance with PIPEDA and FIPPA. The University shall limit the collection of Personal Information to that which is necessary for the University to participate in the Program, comply with this Agreement or satisfy its obligations under Law.

6.5 The agreements in Sections 6.1 to 6.3 shall survive the termination of this Agreement.

7. Indemnification

7.1 In addition to any liability of the University to the City under any provision of this Agreement the University covenants to indemnify and save, defend and hold harmless from time to time and at all times, the City, the City's employees, the City's elected officials and the City's agents (collectively the "City's Indemnified") from and against any and all claims, actions, causes of action, proceedings, interest, demands, costs (including legal fees and expenses), assessments in respect of required withholding losses, fees, expenses, injury, charges, damages, expenses, liabilities, losses and obligations of any kind that may be incurred by, or asserted against any of the Indemnified in connection with or arising out of this Agreement or the Program.

A certificate of the City or the amount of any such loss or expense shall be prima facie evidence as to the amount thereof, in the absence of manifest error.

7.2 The agreements in Section 7.1 shall survive the termination of this.

8. Program Changes

8.1 The University agrees to provide 60 days prior written notice to the City of any change to the Program. If the City does not consent to the change within 30 days of receiving the notice the Agreement shall terminate and all obligations of either Party under this Agreement shall cease.

9. Notices

9.1 Any notice or other communication required, desired or permitted under this Agreement shall be in writing and shall be effectively given if: delivered personally, sent by prepaid courier service, sent by registered mail to the following address or by electronic mail to the following email address:

In the case of McMaster University:
Chester New Hall, Room 112
1280 Main Street West
Hamilton, ON, L8S 4L9
Email: deanhum@mcmaster.ca
Attention: Pamela Swett, Dean, Faculty of Humanities

In the case of The City:
71 Main Street West, 7th Floor
Hamilton, ON, L8P 4Y5
Email: norm.schleehahn@hamilton.ca
Attention: Norm Schleehahn, Director, Economic Development

with a copy to:

City of Hamilton
City Manager's Office, Office of the City Clerk
71 Main Street West, 1st Floor
Hamilton, ON, L8P 4Y5

Attention: City Clerk

9.2 The University acknowledges that the title and address for the staff person at City to which notice must be provided may change from time to time and that it is the responsibility for the University to obtain the correct information prior to any notice being provided to the City to ensure that notice is provided in compliance with this Agreement. Any such notice or other communication shall be deemed to have been given and received on the day on which it was received by the Party to which it was sent.

9.3 Any Party may at any time change its address for service from time to time by giving notice to the other Parties in accordance with Sections 9.1 and 9.2.

10. Survival

10.1 Notwithstanding expiration or early termination of this Agreement, Sections 6, 7, 11 and 12 shall remain in effect indefinitely or, where a time limit is provided, in accordance with their terms.

11. General

11.1 Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions of this Agreement and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction.

11.2 This Agreement, the Schedules attached hereto and policies incorporated by reference constitute the whole agreement between the City and the University relating to the subject matter of this Agreement, and cancels and supersedes any prior agreements, collateral agreements, conditions, undertakings, declarations, commitments, covenants, warranties and representations, written or oral, in respect thereof.

11.3 No provisions of this Agreement shall be amended or altered except by further written agreement between the City and the University. No covenant or condition in this Agreement or any other Agreement shall be deemed waived or consented to by both Parties, unless such waiver or consent is in writing and signed by a person authorized by each Party. No Event of Default shall be deemed waived or consented to by a Party, unless such waiver or consent is in writing and signed by an authorized representative of the Party. Any waiver granted by a Party, shall be effective for the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any rights and remedies of said Party under this Agreement as a result of any other default or breach under this Agreement. No waiver of a provision of this Agreement shall operate as a waiver of any other provision or of the same provision on a future occasion.

11.4 Time shall be of the essence in this Agreement.

11.5 This Agreement shall be binding upon and shall enure to the benefit of the City and the University and their respective successors and assigns.

11.6 A Party may not assign or transfer their rights and obligations under this Agreement without the prior written consent of the other Party and said consent may be arbitrarily withheld.

11.7 This Agreement is made pursuant to and shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

11.8 Any power, right or function of the City, contemplated by this Agreement, may be exercised by the GM and her designate or agent.

11.9 The Council of the City or the governing body of any municipal agency, board or commission shall be admitted to any share or part of any contract, agreement or commission made pursuant to this Agreement or to any benefit arising therefrom, including, without limitation, any contract, agreement or commission arising from or related to the Program.

11.10 Nothing in this Agreement shall be construed as authorizing one Party to contract for or incur any obligation on behalf of the other or to act as agent for the other and nothing in this Agreement shall be construed to constitute the City and the University as partners, joint venturers, employee or agents of each other. The University agrees and acknowledges that the City does not represent or warranty the suitability or quality of any employer referred to the University pursuant to this Agreement.

12. COVID-19

12.1 The City and the University agree that the obligations of the City under the Agreement shall not be suspended as a result of COVID-19 unless the GM determines that COVID-19 causes conditions such that the City is unable to fulfill its obligations under the Agreement without compromising the health or safety of its employees, volunteers or agents. The City shall provide notice in accordance with Section 9.1 and 9.2.

THIS AGREEMENT was executed by the Parties as follows:

THE CITY
Norm Schleeahn
Director, Economic Development

Signature

Date

McMASTER UNIVERSITY
Pamela Swett
Dean, Faculty of Humanities

Signature

Date

Schedule "A"

Program Employer Qualifications

Employer Requirements:

- A working location (office) within the Hamilton area is required
- A minimum 12-month contract must be offered
- The employer must provide meaningful employment and opportunities for career development for the apprentice
- Job opportunities must meet a minimum salary of \$35K
- Public sector organizations are eligible to participate and receive the grant if the roles being filled are new positions
- The employer should be in business for a minimum of 2 years (i.e. no start-ups);
- Minimum company size of 5+ employees will be considered.
- Posting, application and selection process will begin in December each year, commencing 2020, and positions must begin in May the following year, commencing 2021.

Schedule "B"

Key Milestones and Important Dates

(Dates may alter slightly from year to year based on mutual agreement)

September

September 29 Program information session

October

October 21 Student preparation session – Resumes
TBD Employer engagement event

November

November 10 Student preparation session – Cover Letter
November 18 Student preparation session – Resumes

December

December 18: Preferred deadline for employer posting

January

January 14 Program information session
January 15 Final deadline for employer posting
January 18 Postings open for student applications
January 20 Student preparation session – Resumes
January 29 Student preparation session – Cover Letter

February

February 2 Student preparation session – Interviews
February 12 Student application deadline
February 22 – March 12 Interviews take place
February 25 Student preparation session – Interviews

March

March 19 Employer/student ranking deadline
March 31 Employer/students notified of rank/match result and
students receive position offers

April

April 5	Deadline for students to accept position offers
April 6	Employers notified of student response to offers
April 6 – 23:	Student onboarding meetings

May

May 3:	Placements commence Schedule "C"
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City's Timelines

The City is a member of the Humanities Apprenticeship Program Advisory Group, participates in discussions and provides information focused on strategies and engagement with Hamilton's business community. The following outlines the City's timelines (dates may alter slightly from year to year based on mutual agreement and program dates):

September

September 29	Program information session and media launch
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October – November

October 1 - November 30	Employer outreach to targeted sectors/companies
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December

December 18	Preferred deadline for employer posting
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January

January 15	Final deadline for employer posting
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Schedule “D”

Visual Identity Guidelines and Approvers

McMaster University

Approver: Allison Mullin, Manager of Communications, Faculty of Humanities

All marketing materials for the Program must adhere to the McMaster Branding Policy and Style Guide (<https://brand.mcmaster.ca/>).

Economic Development Division, City of Hamilton

Approver: Michael Marini, Coordinator Marketing

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