



APPRENTICE HIRING PROJECT EMPLOYER SUB-AGREEMENT

Okanagan College
AHP – T115
1000 KLO Rd
Kelowna, BC V1Y 4X8
Email: ahp@okanagan.bc.ca

THIS AGREEMENT is dated for reference the ____ day of _____, 2023.

BETWEEN:

Okanagan College, an educational institution governed by the *College and Institute Act* of British Columbia, whose administrative offices are at:
1000 KLO Road
Kelowna, British Columbia
V1Y 4X8

(the “College”)

AND:

[insert legal name of hiring organization]

[insert street address]

[insert City, Province]

[insert postal code]

(the “Client”)

WHEREAS:

A. The College has received funding under the Apprenticeship Service Program of the Ministry of Employment and Social Development (the “Ministry”) to assist qualifying small and medium-sized enterprises in British Columbia’s interior region in hiring first-year apprentices, particularly from equity-deserving groups, in construction and manufacturing Red Seal trades. To do so, the College has established its Apprentice Hiring Project (“AHP”) to provide financial incentives and services to Client applicants to help them create inclusive workplaces;

B. The Client wishes to hire at least one (maximum two) new first-year apprentice per fiscal year and has submitted an AHP application to the College to access such funding and services. As a result, the College and the Client agree as follows:

1. INTERPRETATION

- (a) **“Financial Incentives”** means the amount(s) described in Schedule B, payable subject to the criteria in Schedule B;
- (b) **“Fiscal Year”** means the period commencing on April 1 in one calendar year and ending on March 31 in the next calendar year;
- (c) **“New First-year Apprentice”** means any person registered as an apprentice by SkilledTradesBC in one of the applicable 39 construction and/or manufacturing Red Seal Trades;
- (d) **“Services”** means the services to be provided by the College to the Client as described in Schedule A;

2. RESPONSIBILITIES OF THE CLIENT

2.1 In consideration of the funding received, the Client agrees to hire a minimum of one (1) New First-year Apprentice who is not already registered as an apprentice with the Client and a maximum of two (2) New First-year Apprentices per Fiscal Year in one of the 39 construction or manufacturing trades.

2.2 The Client will not register the New First-year Apprentice with their organization until after the date at which this sub-agreement becomes effective.



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2.3 The Client will not enter into another agreement with any other organization receiving funding under the Ministry's Apprenticeship Service Program within the same Fiscal Year, for the purpose of receiving any financial incentive.

2.4 The Client will repay the College the amount of any funding to which it is not entitled, which may include the amount of any payments made by the College in error and that were not eligible under this Agreement.

2.5 The Client acknowledges that payment of any funding to the College by the Ministry is subject to the availability of funds and that payment of funding under the Contribution Agreement or this Agreement may be cancelled or reduced if the Ministry cancels or reduces its funding to the College.

3. FINANCIAL INCENTIVES

3.1 In consideration of the Client hiring at least one (1) New First-year Apprentice in accordance with this Agreement, the College agrees to pay the Client in the amount and manner and at the times specified in Schedule B.

4. CONFIDENTIALITY

4.1 The Client must treat as confidential all information accessed or obtained by the Client (whether verbally, electronically, or otherwise) as a result of this Agreement, and not permit its disclosure or use without the College's prior written consent except:

- (a) as required to perform the Client's obligations under this Agreement or to comply with applicable laws; or
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement.

4.2 The Client acknowledges and agrees that, notwithstanding any wording in this agreement, the College is a public body subject to the British Columbia *Freedom of Information and Protection of Privacy Act* and that all information or material supplied to the College or obtained or created by the College under this agreement is subject to that legislation.

5. LIMITATION OF LIABILITY

5.1 If the College is held liable to the Client or any third party for any reason in respect of the Services or otherwise under or relating to this Agreement, the College's maximum liability will be the total of the Financial Incentives received by the Client from the College under this Agreement.

6. INDEMNITY

6.1 The Client shall indemnify and save harmless the College from and against all claims, demands, losses, damages, judgments, costs, liability, expenses (including reasonable legal fees and expenses), actions and other proceedings made, incurred, sustained, brought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act or omission, error, deed or other matter on the part of the Client arising out of this Agreement, excepting always liability to the extent caused or contributed to by the negligence of the College or College employees.

7. FORCE MAJEURE

7.1 No party to this Agreement shall be liable to another for any failure or delay in performance caused by circumstances beyond its control, including but not limited to, acts of God, fire, labor difficulties, unusually severe weather, or governmental action.



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The parties have duly executed this Agreement as follows:

OKANAGAN COLLEGE:

INSERT NAME OF COMPANY in ALL CAPS

Per: _____
Authorized Signatory

Per: _____
Authorized Signatory

Date: _____

Date: _____

Schedule A – Services

The College will provide, on request by the Client, the following services:

- Membership of / Engagement with the College’s Program Advisory Committees representing SMEs in the Red Seal Trades
- Access to Open House events
- Access to careers fairs and Meet and Greet events
- Access to professional development events for SMEs to provide networking opportunities, share best practices and solicit feedback on hiring and training needs
- Free training on workplace diversity, positive spaces, and anti-bullying
- Orientation with respect to the apprenticeship registration and tracking processes of the Industry Training Authority of BC

Schedule B – Financial Incentives

Subject to this Agreement, the College will provide to the Client:

- a) a financial incentive of \$5,000 for a New First-year Apprentice, payable on the College receiving a copy of the registered SkilledTradesBC training agreement, that the Client has hired the New First-year Apprentice. This incentive is payable only once per New First-year Apprentice.
- b) an additional financial incentive of \$5,000, payable on the College receiving a copy of the voluntary attestation directly from the New First-year Apprentice being from at least one of the following equity-deserving groups:
 - (i) women
 - (ii) indigenous people
 - (iii) newcomers
 - (iv) persons with disabilities
 - (v) visible minorities
 - (vi) LGBTQ2S+
- c) The maximum amount of Financial Incentives payable to the Client under this Agreement is \$20,000 per fiscal year.