THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 07-741

Being a by-law to authorize the Mayor and Chief Administrative Officer/Clerk to execute an Agreement with Northern Ontario Heritage Fund for the Northern Ontario Youth Internship Program.

AND WHEREAS under Section 8. (1) (a) and (b) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues.

WHEREAS under Section 9 of the Municipal Act, 2001, S.O., 2001, c.25, as amended, a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other act;

NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

- 1. That the Mayor and the Chief Administrative Officer are hereby authorized and directed to execute the agreement attached hereto as Schedule "A" to this bylaw.
- 2. This bylaw shall come into force and take effect upon final passing thereof.

BE TAKEN AS READ A FIRST time on this 11th day of October, 2007.

READ A SECOND AND THIRD time and finally passed this 11th day of October, 2007.

MAYOR

CAOClerk

Internship Program Number: 930593

Northern Ontario Heritage fund Corporation Northern Ontario Youth Internship Program Agreement

THIS AGREEMENT made effective as of June 15, 2007 (the "Agreement")

BETWEEN: Northern Ontario Heritage Fund Corporation ("NOHFC")

AND: The Corporation of the Municipality of Temagami (the "Employer")

WHEREAS the Employer is a municipal corporation under the laws of Ontario and wishes to obtain financial assistance from NOHFC to enable it to hire post-secondary graduates from northern Ontario for one or more internship Positions, as more fully described in Schedule B;

AND WHEREAS NOHFC wishes to provide financial assistance towards the costs of the Positions in the form of a conditional contribution that does not need to be repaid by the Employer provided that the terms and conditions of this Agreement are satisfied;

NOW THEREFORE in consideration of mutual promises and agreements contained in this Agreement and other good and valuable consideration, the parties agree as follows:

A. The Agreement

The following Schedules are attached to, incorporated into, and form part of this Agreement:

Schedule A - Terms and Conditions

Schedule B - Position Description and Financial Information

Schedule C - Training Plan

Schedule D - Form of Request for Reimbursement

Schedule E - Final Report

Capitalised terms not otherwise defined in this document shall have the meanings ascribed to them in Schedule A.

B. Agreement Term and Internship Work Term

This Agreement shall continue in effect until completed or terminated. The Employer shall cause the Positions to be filled and paid for during the Work Terms set out in Schedule B. If there is a delay in filling a Position, the Employer may (by giving prior written notice to the assigned project officer by email, lettermail or facsimile transmission) amend the start date of the Work Term so that the Work Term starts on the date on which the Position is actually filled, but the amended start date may not be more than 6 months after the original start date and the duration of the Work Term may not be amended except with the prior written agreement of NOHFC.

C. Contribution

The Contribution is limited to the lesser of: (i) ninety percent (90%) of the actual gross annual salary, excluding benefits, paid to each Recruit during the Work Term, and (ii) twenty four thousand, seven hundred and fifty dollars (\$24,750).

D. Specific Terms and Conditions

NOHFC's obligation to pay some or all of the Contribution to the Employer at any time during the term of this Agreement is conditional upon the Employer recruiting, hiring, training and paying each Recruit in accordance with this Agreement and complying with all other provisions of this Agreement, including the additional terms set out in this section D, if any.

E. Contact

The contact information for the parties is as follows:

	NOHFC	THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI
Full Legal	Northern Ontario Heritage Fund	The Corporation of the Municipality
Name	Corporation	of Temagami
Address	70 Foster Drive, Suite 200	Box 220
	Sault St. Marie, Ontario P6A 6V8	Temagami, Ontario P0H 2H0
Contact Name	Aime J. Dimatteo	Brian Koski
Contact Title	Executive Director	CAO/Clerk
Telephone	1(800)461-8329; 1(705) 945-6700	705-569-3421
Facsimile	1 (705)945-6701	705-569-2834
E-mail	nohfc@ndm.gov. on.ca	www.temagami.ca

F. Agreement to be Bound.

The parties to this Agreement acknowledge and agree that they have read it, understand it, have the authority to enter into it and agree to be bound by it. The signatories certify that they have the power and authority to bind the party on behalf of which they are executing this Agreement.

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

By:

Date Signed: Oct , 200^

Name: Claire Smerde Title: Deputy Myer

NORTHERN ONTARIO HERITAGE FUND CORPORATION

By:

Aime Dimatteo, Executive Director

Co-op / Internship Program Number: 930593

Schedule A: TERMS AND CONDITIONS

1. Interpretation

- 1.1. In this Agreement, the following capitalized terms have the meanings set out below
 - (a) "Contribution" means the conditional contribution paid by NOHFC to the Employer in accordance with this Agreement;
 - (b) "Eligible Candidate" means an individual who is (i) a graduate of a secondary school located in Northern Ontario (or has obtained secondary-school equivalency credits satisfactory to NOHFC, in its sole discretion); (ii) 29 years of age or less at the start of the Work Term; (iii) if an internship placement, a graduate from an accredited college or university with qualifications in a field of study that is related to the employment offered by the Employer, or, if a co-op placement, currently attending an accredited college or university and enrolled in a program that offers co-operative education work terms in a field of study related to the co-op position proposed by the Employer; and (iv) not an immediate family member or relative of the Employer;
 - (c) "Eligible Costs" means the actual salary or wages paid to a Recruit under this Agreement;
 - (d) "Northern Ontario" means the territorial districts of Algoma, Cochrane, Kenora, Manitoulin, Nipissing, Parry Sound, Rainy River, Sudbury, Thunder Bay and Timiskaming;
 - (e) "Position" means a co-op or internship position described in Schedule B, and includes the plural where the context so requires;
 - (f) "Recruit" means an Eligible Candidate hired to fill a Position, and includes the plural where the context so requires, and
 - (g) "Work Term" means the timing and duration of a Position set out in Schedule B, which may be amended by the Employer in accordance with section B of the Agreement.
- 1.2. In the event of conflict between the provisions of the different components of this Agreement, the main body of this Agreement shall prevail over the Schedules, Schedule A shall prevail over Schedules B and C, and Schedule B shall prevail over Schedule C.

2. Position and Hiring

- 2.1. The Employer shall fulfill its obligations under this Agreement with due diligence and in a businesslike manner. At all times during the term of this Agreement, the Employer shall be responsible for (i) the identification and recruitment of Eligible Candidates, (ii) the hiring, training, supervision and payment of Recruits and (iii) the performance of Recruits during their Work Terms. Before filling a Position, the Employer shall provide such information to the assigned project officer about the prospective Recruit as NOHFC may reasonably require (but not personal information, as defined in the *Freedom of Information and Protection of Privacy Act*) to satisfy NOHFC that the Recruit meets the applicable eligibility criteria set out in the definition of Eligible Candidate, above. NOHFC has no responsibility for, no relationship with, and no liability for the actions of, any Recruit.
- 2.2. The Employer agrees that it shall be responsible for recruiting Eligible Candidates through a fair selection process. If hiring an internship candidate, the Employer will work through career centres of accredited post-secondary educational institutions, where reasonably possible. If hiring a co-op candidate, the Employer will work through and in accordance with the requirements of the co-op program operated by the post-secondary educational institution in which the candidate is enrolled.

- 2.3. The Employer shall notify NOHFC as soon as possible in the event that it becomes aware of actual or possible hiring delays or inability to fill a Position or complete a Work Term. Except as set out in section B of this Agreement, the Employer shall not alter any element of a Position (as described in its application for a Contribution) or permit or cause any other material change to the Position, without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.
- 2.4. The Employer shall notify NOHFC promptly when a Recruit has been hired for a Position and when the Recruit leaves the Position. If a Position becomes vacant for any reason prior to the end of the Work Term, the Employer must obtain NOHFC's prior written consent before hiring another Recruit to complete the Work Term. Failure to obtain NOHFC's prior written consent to hire a replacement Recruit is an event of default. The Employer shall notify NOHFC promptly whenever another Recruit has been hired to complete an unfinished Work Term.

3. Contribution Conditions

- 3.1. NOHFC makes the Contribution on the basis of reimbursement for Eligible Costs incurred. On expiry or termination of this Agreement or termination of a Position, NOHFC may recover any excess of funds provided to the Employer and such amount is considered to be a debt to NOHFC.
- 3.2. The Contribution shall be used only for actual expenditures on Eligible Costs during the term of this Agreement.
- 3.3. In no event will NOHFC be responsible for funding any cost overruns related to a Position.

4. Additional Assistance

4.1. The Employer shall notify NOHFC if the Employer receives additional assistance towards the cost of a Position from sources other than NOHFC. NOHFC may in its sole discretion reduce the amount of the Contribution by an amount equal to the amount of any new funding received by the Employer to ensure that there is no duplication in funding.

5. Pre-disbursement Requirements

5.1. Prior to, or within a reasonable time following the execution of this Agreement, the Employer shall provide to the assigned project officer: (i) copies of its resolution(s), by-law(s) or other documentation satisfactory to NOHFC, evidencing that the Position and the application for a conditional contribution have been properly authorised, and (ii) any additional authorisations identified in section D of the main body of this Agreement, "Specific Terms and Conditions".

6. Default

- 6.1. If the Employer is in default under this Agreement, in its sole discretion NOHFC may recover any funds advanced or an amount equal to the advanced funds and may refrain from making further payments of the Contribution.
- 6.2. The following constitute events of default under this Agreement:
 - the Employer becomes bankrupt or insolvent, goes into receivership, or takes the benefit
 of any statute relating to bankrupt or insolvent debtors, or in the sole opinion of NOHFC,
 otherwise faces other serious financial difficulty;
 - (b) an order is made or resolution passed for the winding up of the Employer, or the Employer is dissolved or in the opinion of NOHFC, the Employer ceases to operate;
 - (c) the Employer has submitted false or misleading information to NOHFC, or otherwise makes a false representation in this Agreement;

- (d) the Employer has failed to perform one or more of its obligations under this Agreement, or
- (e) in the opinion of NOHFC, there is a material adverse change in risk.

7. Payment of Contribution

- 7.1. The method of payment of the Contribution depends on the nature of the Position and, except in exceptional circumstances where NOHFC determines that more frequent payments are appropriate, shall be as follows:
 - (a) if the Position is an internship placement, the Contribution will be paid quarterly on a reimbursement basis. At the end of the first 3 months, 6 months and 9 months of the Work Term, the Employer shall submit to the assigned project officer a Statement of Account and any quarterly reports or deliverables required herein. A final payment at the end of the Work Term will be contingent on the provision of a final Statement of Account and a Final Report. "Statement of Account" and "Final Report" are defined in subsections 7.3 and 7.4, respectively;
 - (b) if the Position is a co-op placement, the Contribution will be paid on a reimbursement basis upon receipt, by the assigned project officer from the Employer, of a Statement of Account and a Final Report.
- 7.2. In the event of a debt owing to NOHFC by the Employer, the Employer shall pay the amount of the debt, if any, by cheque payable to the "Northern Ontario Heritage Fund Corporation" and the said cheque shall accompany the final Statement of Account.
- 7.3. Every Statement of Account required under this Agreement shall include:
 - (a) details of expenditures on Eligible Costs to date;
 - (b) a statement that the Recruit meets the applicable eligibility criteria set out in paragraph 1.1(b) and that all expenditures are in accordance with this Agreement;
 - (c) a signature by a person with signing authority for the Employer, verifying the information in paragraphs 7.3 (a) and (b) above; and
 - (d) if requested by NOHFC, original receipts or other evidence of payment of salary, wages and employee benefits, which upon request by the Employer may be returned to the Employer after the Statement of Account has been paid.
- 7.4. The Final Report, in the form set out as Schedule E to this Agreement, shall include:
 - (a) a statement that the Position has been completed;
 - (b) an evaluation of the effectiveness of the Position using the Training Plan in Schedule C as the basis of the evaluation; and
 - (c) details about any traceable economic benefits to northern Ontario resulting from the Position.

8. Monitoring

8.1. The Employer shall maintain financial records and books of account respecting the Position in accordance with generally accepted accounting procedures and records of the performance of this Agreement.

- 8.2. NOHFC and the Provincial Auditor, and their employees and agents, shall be allowed access to the Employer's premises and to the Recruit's work site to inspect and assess the progress and results of the Position and the Position records, both during and following the term of this Agreement.
- 8.3. The Employer shall supply, on request, such information in respect of the Position and its results as NOHFC may require for the purpose of monitoring the Position or the Northern Ontario Youth Internship and Co-op Program.
- 8.4. If NOHFC or the Provincial Auditor believes that there are material inaccuracies in or inconsistencies between the Statements of Account and the Employer's financial records and books of account, NOHFC or the Provincial Auditor may request and the Employer must provide at its own expense an audit report from a public accountant licensed under the laws of Ontario. The audit report must be satisfactory to NOHFC in form and content and address:
 - (a) NOHFC funds received to date;
 - (b) expenditures made to date;
 - (c) whether the expenditures were made in accordance with this Agreement; and
 - (d) other financial information pertaining to this Agreement as may be reasonably specified in the request.

9. Indemnity and Insurance

- 9.1. The Employer shall both during and following the term of this Agreement indemnify and save harmless NOHFC and its officers, directors, employees and agents (collectively, the "indemnified parties") from all costs, losses, damages, judgments, claims, demands, suits, actions or other proceedings in any manner based upon, occasioned by or attributed to anything done or omitted to be done by any of the indemnified parties in connection with anything purported to be or required to be provided by or done by the Employer pursuant to, or as a result of, this Agreement or otherwise in connection with the Position.
- 9.2. Unless otherwise specified in section D, "Specific Terms and Conditions", the Employer shall arrange for and keep current during the Work Term or the term of this Agreement, whichever is longer, the following insurance policies with insurers acceptable to NOHFC:

A commercial general liability insurance policy on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence, \$2,000,000 products and completed operations aggregate. The policy is to include the following:

- (a) NOHFC and its officers, directors, employees and agents as additional insureds with respect to liability arising in the course of performance of the Employer's obligations under, or otherwise in connection with, this Agreement;
- (b) cross-liability clause;
- (c) thirty (30) day written notice of cancellation, termination or material change;
- (d) contractual liability coverage;
- (e) tenants legal liability coverage (if applicable and with applicable sub-limits);
- (f) non-owned automobile coverage with blanket contractual coverage for hired automobiles;
 and

- (g) employer's liability coverage, if the Employer is not insured by the Workplace Safety and Insurance Board of Ontario (WSIB).
- 9.3. The Employer shall provide to the assigned project officer a valid certificate of the insurance prior to the start of the Position and thereafter as may be subsequently requested during the course of the Position or the term of this Agreement, whichever is longer.
- 9.4. If the Employer is subject to the *Workplace Safety and Insurance Act, 1997* (WSIA), it shall submit a valid WSIB clearance certificate to the assigned project officer prior to the start of the Position. The Employer shall, if NOHFC so requests, provide additional WSIB clearance certificates from time to time. The Employer shall pay when due, and ensure that each of its contractors pays when due, all amounts required to be paid by it/its contractors under the WSIA.
- 9.5. In addition to the certificates required under section 9.3 and (if applicable) section 9.4, the Employer shall provide to the assigned project officer without delay, on receipt of a written request, a certified copy of the policy of insurance.

10. Compliance with Laws

10.1. The Employer shall, and shall require its directors, officers, partners, employees, agents, contractors and volunteers if any, at all times to comply with any and all federal, provincial and municipal laws, ordinances, statutes, rules, regulations and orders applicable to the performance of this Agreement, the employment of the Recruit and the Position. The Employer shall obtain, at its own expense, all permits from public authorities which may be required in connection with the performance of this Agreement, the employment of the Recruit and the Position.

11. Information and Acknowledgement

- 11.1. The Contribution shall be acknowledged by the Employer on all reports, press releases, public statements, and publications pertaining to the Position or the Recruit.
- 11.2. Subject to the *Freedom of Information and Protection of Privacy Act*, all information pertaining to the Contribution and the Employer's obligations under this Agreement is public information and may be released to third parties upon request.
- 11.3. Notwithstanding any copyright or other intellectual property rights of the Employer, the Employer consents for itself and will arrange for any necessary consent from any third parties for NOHFC's unrestricted use, reproduction and distribution, whether or not for profit, of all reports and other information provided to NOHFC under this Agreement.

12. Notices

12.1. Notices. Any notices to be given, and all reports and statements of account, and correspondence, under the provisions of this Agreement, shall be in writing and shall be given by personal delivery, prepaid registered mail, facsimile, or courier service, and subject to change by either party with written notice, shall be addressed to the party at the address set out in this Agreement Notices shall be deemed to have been effectively given on the date of delivery by personal service, facsimile, or courier, or in the case of service by registered mail five business (5) days after the date of mailing.

13. Other Terms and Conditions

13.1. <u>Corporate Changes.</u> The Employer shall not alter its legal or corporate structure, ownership, control, financing or objects without the prior written consent of NOHFC. NOHFC's consent shall not be withheld unreasonably.

- 13.2. <u>Assignment.</u> The Employer shall not assign this Agreement, nor any part thereof, without the prior written approval of NOHFC. Such approval may be withheld by NOHFC in its sole discretion, or given on such terms and conditions as NOHFC may require.
- 13.3. <u>Third Parties.</u> The Employer shall take reasonable measures to ensure that its officers, directors, partners, employees, agents, contractors and volunteers shall be bound to observe the provisions of this Agreement.
- 13.4. <u>Financial Assistance Only</u>. This Agreement is not an employment agreement. This Agreement is a contract for conditional financial assistance only and nothing in it, or done pursuant to it, is to be construed as constituting the Employer as NOHFC's agent, employee, partner or joint venturer.
- 13.5. <u>Waiver</u>. The failure by NOHFC to insist in one or more instances upon the performance by the Employer of any of the terms or conditions of the Agreement shall not be construed as a waiver of NOHFC right to require future performance of any such terms or conditions, and the obligations of the Employer with respect to such future performance shall continue in full force and effect.
- 13.6. <u>Force Majeure.</u> A party to this Agreement shall not be responsible for failures in performance resulting from matters beyond the reasonable control of the party, including acts of God, riots or other civil insurrection, war, or strikes and lock-outs.
- 13.7. <u>Severability</u>. The invalidity or unenforceability of any provision of this Agreement or any covenant in it shall not affect the validity or enforceability of any other provision or covenant in it and the invalid provision or covenant shall be deemed to be severable.
- 13.8. <u>Amendment.</u> Except as set out in section B, this Agreement may be amended only by written agreement between the parties. An amendment may (i) be prepared by NOHFC for signature by the Employer, or (ii) consist of a written request for one or more changes to this Agreement which the Employer submits to NOHFC by facsimile transmission ("fax"), e-mail or lettermail, and if approved without modification by NOHFC, has been signed by the Executive Director of NOHFC and faxed back to the Employer.
- 13.9. <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- 13.10. <u>Time is of the Essence.</u> Time is of the essence in the performance of the obligations under this Agreement.
- 13.11. <u>Entire Agreement.</u> This Agreement, including the Schedules, embodies the entire agreement between the Employer and NOHFC with respect to its subject matter and supersedes any previous understanding or agreement, collateral, oral or otherwise, between them in the event of conflict.
- 13.12. <u>Survival.</u> The following provisions shall survive the termination or expiration of the Agreement: sections 2.0 Position and Hiring, 7.0 Payment of Contribution, 8.0 Monitoring, 9.0 -Indemnity and Insurance, 11.0 Information and Acknowledgement, and this subsection 13.12.

Internship Program Number: 930593

SCHEDULE B

Position Description and Financial Information

A. DESCRIP I ION OF POSHTION

Number of positions:

one (1)

The Intern will be responsible for the community's economic development department. The Intern will participate on the Economic Development Committee, interact with the local business community, and partake in the administrative and coordination activities generally associated with community economic development.

The intern will report to the municipality's Chief Administrative Officer (CAO). The intern will be based in the Municipal Office, report on a regular basis to the CAO on all assignments, and will work with other municipal staff and committees depending on the function being performed at the time.

The learning objectives for the internship placement are:

- · Learn research skills, development and implementation of proposals
- Gain valuable experience interacting and working with the public and staff in a municipal government setting
- Learn to work independently and develop initiative
- Develop innovative ideas within assigned projects

The key responsibilities and activities to be undertaken by the employee under the internship opportunity to meet the learning objectives include:

- Undertake a Business Retention and Expansion study;
- Complete an inventory of public lands and review available properties for best use;
- Work with the Chamber of Commerce and local service groups in promoting the community:
- Review the Strategic plan with the Economic Development Committee and prioritize projects accordingly;
- Work with various regional partnerships in order to promote regional tourism and businesses within the area;
- · Gather essential information for business readiness for the community;
- Develop a Community Profile to be made available online and in hard copy;
- Be involve in attracting tourism ventures and other businesses into the area; and,
- Develop the community's economic development web page.

This internship will provide an excellent opportunity for the employee to broaden skills in networking through workshops, conferences and regional partnerships. The Intern will develop good research and report writing skills, as well as business marketing and promotional skills. Knowledge of municipal government administrative structures will also be imparted. The Intern will learn how to be a team player and how to develop good work ethics.

B. WORK TERM & FINANCIAL INFORMATION

JOB TITLE	START DATE	END DATE	# OF	WEEKLY RATE	TOTAL	CONTRIBUTION
			WEEKS	PAID	WAGES	
Economic	August 1,	July 31,	52	\$528.85	\$27,500	\$24,750
Development Intern	2007	2008				
		1			i	

Internship Program Number: 930593

Schedule C

Training Plan

The training plan set out in the Employer's application to NOHFC dated June 7, 2007, is incorporated by reference into this Agreement as Schedule C. Any changes to the training plan shall not take effect until agreed in writing by both parties.

Schedule D

Request for Reimbursement under the Northern Ontario Youth Internship Program

This request for reimbursement form should be completed by the Employer and returned to the program contact identified in the Northern Ontario Youth Internship Program Agreement between NOHFC and the Employer. A statement of account must accompany this request form. If this is the final request for reimbursement, then both a statement of account and a final report (Schedule E attached) must accompany this request form.

General Information				425
NOHFC Number: 930593			1s'Claim □ 2 nd Claim □	
Job Title: Economic Development Intern			3 rd Claim □ Final Claim □	
Employment Start Date:				
Employer Profile	finale sin Sinse	of the first tenal age, as	TREET TO SET THE SAME AND THE SECOND	W 30
Employer Name:			Contact Name:	
Mailing Address:		City or Town:	Postal Code:	
Telephone:	L			
Funding				
Total NOHFC Funding A	pproved: \$ Claims to	Date: \$		9
Internship				
Total Weeks Worked:	Weekly Rate Paid:	Total Paid: (this claim)	NOHFC Claim:	
(this claim)				
	L	L		
Declaration by Emplo	yer			
The undersigned hereby	declares that all exp		his claim form are Eligible Costs under	V
			solely by the undersigned for the tern pursuant to the Internship program.	
			dersigned has fulfilled all applicable terms	
and conditions of the No			ment between the undersigned and]
NOHFC.				
Name of Employer				
By:				
		Date		
Authorized Signature				
Name (Driet)				
Name (Print)		Title ⁻		ē.

Final Report NOHFC Number: 930593

Title

Schedule E

Schedule E Internship Program Job Title: Economic Development Intern

In addition to Schedule D, this form is to be completed and returned by the Employer when the final request for payment is submitted to the program contact. If additional space is required, please attach pages.

	Please use the training plan as the basis for tire
response and note any accomplishme	ent achieved with the assistance.
Was project completed in accordance	with the legal agreement? (Explain)
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