

**AGREEMENT BETWEEN CANADA AND THE CORPORATION OF THE COUNCIL OF
MINISTERS OF EDUCATION, CANADA, REGARDING
ODYSSEY AND ACCENT
2006-07 to 2008-09**

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COUNCIL OF MINISTERS OF EDUCATION, CANADA, REGARDING
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THIS AGREEMENT was concluded in English and French
this 29th day of March 2007,

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF CANADA**, hereinafter referred
to as “Canada,” represented by the Minister of Canadian Heritage and Status of
Women,

AND: **THE CORPORATION OF THE COUNCIL OF MINISTERS OF
EDUCATION, CANADA**, hereinafter referred to as “the Corporation,”
represented by the President of the Corporation of the Council of Ministers of
Education, Canada.

WHEREAS English and French are the official languages of Canada, as recognized in the
Constitution of Canada and the *Official Languages Act*, and the Government of Canada
acknowledges its responsibilities and commitments to them;

WHEREAS section 23 of the *Canadian Charter of Rights and Freedoms* recognizes the right of
Canadian citizens belonging to the English- or French-language minority in a province or territory
to have their children educated in their own language where the number of children warrants, and
this right includes, where the number of children warrants, the right to receive education in a
publicly funded minority-language institution;

WHEREAS Canada is committed to enhancing the vitality of the official-language minority
communities and to fostering the full recognition and use of both English and French in Canadian
society, and whereas, in accordance with the *Official Languages Act*, the Minister of Canadian
Heritage may, to this effect, take such measures, in particular, to encourage and assist provincial and
territorial governments to provide members of the official-language minority communities education
in their own language and to provide opportunities for everyone to learn both English and French as a
second language;

WHEREAS education, as a provincial/territorial jurisdiction, requires that the provinces and
territories determine the objectives, define the contents, set priorities, and evaluate their programs in
minority-language education and second-language instruction;

WHEREAS a Protocol for Agreements between Canada and the Corporation for minority-
language education and second-language instruction from 2005-06 to 2008-09, hereinafter referred
to as “the Protocol,” was concluded on November 3, 2005, and whereas the Protocol provides for
the administration by the Corporation of Odyssey and Accent, hereinafter referred to as “the
Programs”;

WHEREAS the Protocol includes provisions concerning the Programs for the period covered by
the Protocol, from 2005-06 to 2008-09;

WHEREAS any agreement between Canada and the Corporation should follow and comply with
the Protocol and take into account the respective responsibilities and common interests of the
parties;

WHEREAS under its *Action Plan for Official Languages*, hereinafter called “Canada’s Action Plan,”
announced on March 12, 2003, Canada has identified education as one of its key priorities for giving
new impetus to Canada’s linguistic duality;

WHEREAS Canada, in accordance with the objectives set in Canada's Action Plan, can encourage and assist provincial/territorial governments to consolidate and improve the quality of existing programs in minority-language education and second-language instruction and increase participation in these programs;

WHEREAS the Corporation acknowledges Canada's Action Plan;

WHEREAS the Corporation, as a representative of the ministers of the ten provincial departments and three territorial departments of education or any other provincial and territorial department responsible for postsecondary education, hereinafter referred to as "the Departments of Education," agrees to coordinate implementation of the Programs during the period covered by this Agreement;

WHEREAS Canada and the Corporation acknowledge the conclusion in 2005-06 of an agreement on the Programs, and whereas the 2005-06 agreement and this Agreement are part of a long-term plan that extends to 2008-09;

AND WHEREAS Canada, subject to the provisions of this Agreement, is willing to allocate funds for the programs from 2006-07 to 2008-09;

THEREFORE, this Agreement on the Programs states that the parties hereto agree to the following:

1. PURPOSE OF THE AGREEMENT

- 1.1 The purpose of this Agreement is to establish a new framework between Canada and the Corporation from 2006-07 to 2008-09 to fund implementation of the Programs Canada wide. The aim of these Programs is to provide educational institutions with language assistants (full- and part-time) whose role is to help teachers contribute to language learning and development among Canadian students and enable language assistants to develop their proficiency in their second language or their mother tongue and gain a better appreciation of Canada's cultural diversity.

2. PURPOSE OF THE CONTRIBUTION

- 2.1 Subject to the provisions of this Agreement, Canada is willing to allocate funds to Odyssey for full-time language assistants and to Accent for part-time language assistants in order to
 - 2.1.1 provide educational institutions with language assistants whose role is to help second-language teachers familiarize students with the "living" aspect of the language they are learning and the culture the language represents;
 - 2.1.2 provide educational institutions in minority communities, where French is the primary language of instruction, with francophone language assistants whose role is to help francophone students gain a better appreciation of their language and culture;
 - 2.1.3 enable second-language language assistants to develop their second-language skills, better understand the culture associated with that language, and gain a better appreciation of Canada's cultural diversity;
 - 2.1.4 enable francophone language assistants assigned to educational institutions in minority communities, where French is the primary language of instruction, to develop their proficiency in their mother tongue and gain a better appreciation of Canada's cultural diversity.

3. MAXIMUM AMOUNT OF THE CONTRIBUTION

- 3.1 Subject to the appropriation of funds by Parliament, to the maintenance of current and projected budget levels to March 31, 2009, of the *Development of Official-Language Communities Program*, *Minority-Language Education* component, and the *Enhancement of Official Languages Program*, *Second-Language Learning* component, and to the provisions of this Agreement,

Canada agrees to contribute to the eligible expenses incurred by the Corporation for the purposes described in section 1 of this Agreement a maximum amount distributed as follows as defined in subsection 6.2.3 of the Protocol :

2006-07	\$ 9,491,000
2007-08	\$ 10,391,000
2008-09	\$ 10,391,000

Transfers by provinces and territories, in accordance with subsection 6.4.2 of the Protocol and any additional special sum, could be added to the yearly total contributions (see Schedule 3 for annual adjustments).

- 3.2 Canada's total contribution does not include any amounts the provincial and territorial governments may transfer to these programs under section 2.2 of Schedule 1 of this Agreement.
- 3.3 Canada and the Corporation acknowledge that Canada's contribution in a given fiscal year will be paid in support of measures that will be carried out during that fiscal year.
- 3.4 The administrative terms and conditions governing the payment of Canada's contribution are included in Schedule 1 of this Agreement.

4. ELIGIBLE EXPENSES

- 4.1 For the purposes of this Agreement, eligible expenses include expenses related to the language assistants such as salaries, transportation, and training; costs related to the Programs such as promotion and development; and administration expenses.
- 4.2 The terms of the Programs governing eligible expenses are set out in Schedule 3 of this Agreement.

5. APPROVED STRATEGIES AND BUDGETS

- 5.1 Canada and the Corporation agree that the contribution referred to in subsection 3.1 applies only to strategies based on Canada's and the Corporation's budget breakdown as described in Schedule 3 of this Agreement or to such other strategies that may be agreed upon by Canada and the Corporation.

6. ACCOUNTABILITY

- 6.1 The Corporation shall assume responsibility for the administration of the Programs from 2006-07 to 2008-09, in accordance with the terms described in Schedule 2 of this Agreement.
- 6.2 Canada and the Corporation agree that, while Canada is accountable to Parliament, the Corporation is accountable to the Departments of Education of each province and territory and the general public for the proper use of funds provided under the Agreement and the results achieved by these investments. The Corporation agrees to provide Canada with appropriate financial statements and reports as required under this Agreement.
- 6.3 The Corporation shall also submit to the Department of Canadian Heritage at the end of each fiscal year copies of the letters sent to the Departments of Education informing them of the payments made to institutions in each province and territory under the Programs.

7. PARTNERSHIP

- 7.1 The parties recognize that this Agreement does not constitute an association with the intent to establish a partnership or a joint venture, nor does it create an agency relationship between Canada and the Corporation.

8. MEMBERS OF THE HOUSE OF COMMONS, THE SENATE, AND THE LEGISLATIVE ASSEMBLIES OF THE PROVINCES AND TERRITORIES

8.1 No member of the House of Commons, the Senate, or the legislative assemblies of the provinces and territories may take part in this Agreement or benefit from it in any way.

9. FORMER PUBLIC OFFICE HOLDERS AND PUBLIC SERVANTS

9.1 No official or employee of Canada shall be admitted to any share in this Agreement or to any benefit from it without the written consent of the official's or employee's minister. No former public office holder or public servant who is not in compliance with the *Conflict of Interest and Post-Employment Code for Public Office Holders* or the *Values and Ethics Code for the Public Service* may receive a direct benefit from this Agreement.

10. LIABILITY OF CANADA

10.1 Canada shall not be liable for any injury, including death, or for any loss or damage to the property of the Corporation or any other party that occurs in the course of execution of this Agreement by the Corporation unless such injury, loss, or damage is caused by the negligence, wilful misconduct, or bad faith of Canada, the Minister of Canadian Heritage, or their employees, officers, or agents.

10.2 Canada disclaims itself from any liability in the event that the Corporation concludes a loan, rent-to-own contract, or other long-term contract involving the project for which the contribution is granted in this Agreement.

11. INDEMNIFICATION

11.1 The Corporation shall indemnify Canada, the Minister of Canadian Heritage, and their employees, officers, or agents and release them from any liability for claims, losses, damages, costs, and expenses related to any injury or death, or loss or damage to property caused or alleged to be caused by the Corporation or its employees, officers, or agents in carrying out the activities described in this Agreement.

12. DISPUTE RESOLUTION

12.1 In the event of a dispute under the Agreement, the parties agree to make a good faith attempt to settle the dispute. In the event that the parties cannot resolve the dispute through negotiation, they agree to submit to mediation. The parties shall bear the cost of mediation equally.

13. BREACH OF COMMITMENTS AND RECOURSE

13.1 The following constitute breach of commitments:

13.1.1 One of the conditions or commitments included in this Agreement has not been fulfilled.

13.2 In the event of breach of commitments, or if there is a risk of breach of commitments, Canada may avail itself of one or more of the following remedies:

13.2.1 Reduce Canada's contribution to the Corporation and inform it accordingly;

13.2.2 Suspend any payment of Canada's contribution with respect to amounts already owing or future payments;

13.2.3 Rescind this Agreement and immediately terminate any financial obligation arising therefrom;

13.2.4 By written demand, require repayment of amounts already paid that were spent contrary to the terms of this Agreement, the amount claimed becoming a debt owing to the Crown as soon as the demand is made on the Corporation. The Corporation shall immediately comply with all written demands.

13.3 The fact that Canada refrains from exercising a remedy it is entitled to exercise under this Agreement shall not be construed as a waiver of such right and, furthermore, partial or limited exercise of a right conferred on it shall not prevent it in any way in the future from exercising any other right or remedy under this Agreement or other applicable law.

14. ASSIGNMENT

14.1 This Agreement, or any benefit thereunder, may not be assigned without prior written approval from Canada.

15. APPLICABLE STATUTES

15.1 The Corporation shall ensure that the Programs are carried out in accordance with the applicable federal, provincial, and territorial statutes.

16. COMMUNICATIONS

16.1 Any communication concerning this Agreement intended for Canada shall be sent by mail to

Minister of Canadian Heritage and
Status of Women
Department of Canadian Heritage
Gatineau, Quebec
K1A 0M5

Attention:
Director General, Official Languages Support Programs

16.2 Any communication concerning this Agreement intended for the Corporation shall be sent by mail to

President of The Corporation of the Council of
Ministers of Education, Canada
95 St. Clair Avenue West
Suite 1106
Toronto, Ontario
M4V 1N6

Attention:
Director General, Council of Ministers of Education, Canada

16.3 Any communication sent in this way shall be deemed to have been received after the time required for a letter to reach its destination.

17. DURATION

17.1 This Agreement shall come into force on the date it is signed by all the parties and shall end, subject to prior termination, one year (365 days) after the end of the period of activity referred to in subsection 17.2.

17.2 All contributions to be provided by Canada in accordance with the provisions of this Agreement are to be applied only to expenditures related to activities planned and carried out by the Corporation in the period beginning August 1, 2006, and ending March 31, 2009, or to such other expenditures that may be mutually agreed upon by Canada and the Corporation.

18. AMENDMENT OR TERMINATION

18.1 The parties may, by mutual written consent, amend or terminate this Agreement during the life thereof.

19. CONTENT OF THE AGREEMENT

19.1 This Agreement, including the following schedules that form an integral part of the Agreement and any subsequent amendments thereto, constitutes the entire agreement between the parties and supersedes all previous documents, negotiations, understandings, and undertakings related to its subject matter. The Corporation acknowledges having read the Agreement and agrees with the contents.

SCHEDULE 1 – Administrative Terms and Conditions

SCHEDULE 2 – Procedures of Odyssey and Accent

SCHEDULE 3 – Categories of Eligible Expenses for Odyssey and Accent
(To be reviewed on an annual basis)

IN WITNESS WHEREOF, the parties hereto signed this Agreement regarding Odyssey and Accent through duly authorized representatives on the date that appears on the first page of this Agreement.

FOR CANADA

Josée Verner

The Honourable Josée Verner
Minister of International Cooperation and
Minister for La Francophonie and
Official Languages

Witness

Denis Jollette

Name (print)

Denis Jollette

Signature

AND

Beverley J. Oda

The Honourable Beverley J. Oda
Minister of Canadian Heritage and
Status of Women

Witness

Kristin Baldwin

Name (print)

Kristin Baldwin

Signature

FOR THE CORPORATION

Joan Burke

The Honourable Joan Burke
President, The Corporation of the
Council of Ministers of Education, Canada

Witness

Donna Blackwood

Name (print)

Donna Blackwood

Signature

AND

Raymond Théberge

Raymond Théberge
Secretary and Treasurer of The Corporation of
the Council of Ministers of Education, Canada

Witness

Antonella Manca-Mangoff

Name (print)

Antonella Manca-Mangoff

Signature