

**PROVISIONAL ARRANGEMENTS  
BETWEEN CANADA AND THE CORPORATION OF THE COUNCIL OF MINISTERS OF EDUCATION,  
CANADA  
FOR THE LANGUAGE ASSISTANT PROGRAM - ACCENT and ODYSSEY  
FOR 2005-2006**

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This agreement was concluded in English and in French on this 4<sup>th</sup> day of November 2005.

Pending conclusion of the next *Protocol for Agreements for Minority-Language Education and Second-Language Instruction* and the next *Agreement between Canada and the Corporation of the Council of Ministers of Education, Canada for the Language Assistant Program - Accent and Odyssey*, Canada agrees to provide the Corporation of the Council of Ministers of Education, Canada with funding under the terms of these provisional arrangements, subject to the appropriation of funds by Parliament and to the maintenance of current and forecasted Official Languages in Education Program budget levels.

**1. Canada's Contribution and Terms of Payment**

The terms of the *Agreement between Canada and the Corporation of the Council of Ministers of Education, Canada for the Official-Language Monitor Program, for 1998-99 to 2002-03*, shall continue to apply, subject to the following provisions:

**Contribution to the Official-Language Monitor Program**

Canada agrees to contribute to the reasonable expenses incurred by the Corporation up to a maximum amount of \$9,527,700 for the 2005-06 fiscal year.

Canada's contribution shall include:

- (i) renewal of the funding of the 2002-03 fiscal year of the *Agreement between Canada and the Corporation of the Council of Ministers of Education, Canada for the Official-Language Monitor Program, for 1998-99 to 2002-03*, namely \$6,791,000;
- (ii) an additional contribution of \$1,800,000, to increase the number of monitors and to increase other categories of expenses;
- (iii) transfers to the provinces and territories, pursuant to section 6.6 of the *Protocol for Agreements for Minority-Language Education and Second-Language Instruction, for 1998-99 to 2002-03*, namely \$936,700.

Canada's contribution for the 2005-06 fiscal year shall be paid to the Corporation in advance and in the following manner:

- (a) the first payment representing 50 % of the total contribution 05-06 shall be made on or after April 1, 2005 following the signing of these provisional arrangements and on condition that the requirements for the previous instalments have been met;
- (b) the second payment, representing 45% of the contribution, shall be made after Canada receives and accepts :
  - (i) a list of names and permanent addresses of all monitors, which must be submitted no later than November 15, 2005;
  - (ii) audited financial statements for the 2004-2005 fiscal year, which must be submitted no later than January 31, 2006;
  - (iii) a first interim financial statement covering the operations for August to December 2005, which must be submitted no later than January 31, 2006;
- (c) the third and final payment, representing a maximum of 5% of the 2005-06 contribution shall be made, provided that Canada receives and accepts a second interim financial statement covering the operations of the Accent and Odyssey Program for August to February of the 2005-06 fiscal year inclusively, it being understood that the audited financial statements shall be prepared in accordance with section VI of the *Agreement between Canada and the Corporation of the Council of Ministers of Education, Canada for the Official-Language Monitor Program, for 1998-99 to 2002-03*, which must be submitted no later than January 31, 2007.

An annual report covering all the Program's activities in 2005-06 and all the information relating to the administration of the Program shall be submitted to Canada no later than July 31, 2006.

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**2. Appendix B**

Canada and the Corporation agree that Appendix B, which specifies the amount of Canada's maximum contribution, the budget approved in accordance with the categories of expenses and the payments to the institutions for the 2005-2006 fiscal year, is an integral part of these Provisional Arrangements.

**IN WITNESS WHEREOF**, the parties hereto have agreed to these Interim Measures on the date indicated on the first page.

**ON BEHALF OF CANADA**

Josée Madore

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Witness

Liza Frulla

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Minister of Canadian Heritage and  
Minister responsible for Status of Women

**ON BEHALF ON THE CORPORATION**

Antonella Manca-Mangoff

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Witness

Boyd Pelley

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Secrétaire adjoint

Antonella Manca-Mangoff

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Witness

Raymond Théberge

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Secretary and Treasurer

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**APPENDIX B**

**APPENDIX TO THE AGREEMENT BETWEEN CANADA AND THE  
CORPORATION OF THE COUNCIL OF MINISTERS OF EDUCATION, CANADA**

**LANGUAGE ASSISTANT PROGRAM -ACCENT and ODYSSEY  
2005-2006**

**1. CANADA'S CONTRIBUTION**

For 2004-05, Canada agrees to provide a maximum contribution of nine million five hundred twenty seven thousand and seven hundred dollars (\$9,527,700) which includes the transfers of the provinces and territories (\$936 700) subject to the prior agreement of both parties.

**2. APPROVED BUDGET**

2.1 The Council agrees that the contribution shall be applied to the following expenditure categories:

2.1.1 Remuneration

- (a) a maximum amount of \$4,000 for an academic year to be paid to employers with respect to remuneration for each Accent language monitor (part-time). A maximum amount of \$15,400 for an academic year to be paid to employers with respect to remuneration for each Odyssey language monitor (full-time).

Maximum amount payable \$7,399,000

2.1.2 Transportation

- (a) the amount of \$779 224 \$ to cover the cost of one return fare for each part-time Accent language assistant, the cost of two return fares for each full-time Odyssey language assistant, incurred by the part-time and full-time language assistants between the province or territory of their principal place of residence and the province or territory in which they are carrying out their duties; and whose permanent residence is situated more than 200 kms from their work place; and

- (b) an amount of \$7 520 for special cases paid to part-time Accent language assistants to cover daily commuting expenses which have been approved by the CMEC

Maximum amount payable \$7 520

2.1.3 Training

A maximum amount of \$ 371 870 for actual expenditures incurred in the training of language assistants.

Maximum amount payable \$371 870

2.1.4 Administration

A maximum amount of \$680 086 to reimburse the Council for actual expenditures incurred by the Council in the administration of the Program.

Maximum amount payable \$680 086

2.1.5 Promotion and Development

A maximum amount of \$ 375 000 for actual expenditures incurred in the promotion (\$205 000)and development of the following project : data base (\$170 000).

\$375 000

2.1.6 Goods and Services Tax (GST) Reimbursement

An approximate amount of \$85,000 in relation to the GST reimbursement will be subtracted as the said amount is included in Clauses 2.1.1 to 2.1.5 Expenditure Categories.

Approximate amount of reimbursement -\$85,000

**TOTAL \$ 9 527 700**

- 2.2 The Council may, without the approval of the Minister of Canadian Heritage, transfer funds from one expenditure category to another, providing the amount transferred from a given category does not exceed 15 percent of the funds in that category, and with the written approval of the Minister of Canadian Heritage, when the total amount transferred from a given category exceeds 15 percent of the funds in that category.
- 2.3 The Government of Canada and the provincial/territorial governments, through the CMEC, may agree to transfer portions of the funds identified from the Language Assistant Program - Accent and Odyssey to the Second Language Summer Program - Explore and Destination Clic. These transfers will be made subject to the prior agreement of the two parties.
- 2.4 Expenses other than those referred to above in Clauses 2.1.1 to 2.1.5 of this Agreement inclusive, which are incurred by provincial and territorial governments and their departments and agencies in carrying out the Accent and Odyssey Program, shall not be the responsibility of the Council and shall not be recoverable from Canada as expenditures under this Agreement. However, these expenses are beneficial to the Program's delivery.