

**AGREEMENT BETWEEN CANADA AND THE CORPORATION OF THE COUNCIL OF
MINISTERS OF EDUCATION, CANADA, REGARDING
EXPLORE AND DESTINATION CLIC
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 28th day of November 2006,

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 Explore and Destination Clic, 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 department responsible for post-secondary education, hereinafter referred to as "the departments of Education", agrees to coordinate implementation of the programs during the period covered by the 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 contribute to the learning and development of language of Canadian students.

2. PURPOSE OF THE CONTRIBUTION

- 2.1 Subject to the provisions of this Agreement, Canada is willing to allocate funds for the programs, in order to:
 - 2.1.1 **Explore**: provide Canadian students with bursaries enabling them to take summer language courses at a Canadian institution in order to improve their knowledge of their second official language and their knowledge and understanding of the culture associated with that language;
 - 2.1.2 **Destination Clic**: provide Francophone Canadian students from territories and provinces other than Quebec, hereinafter referred to as "Francophone students from minority communities", with bursaries enabling them to take summer language courses at a Canadian institution in order to enrich their knowledge of their mother tongue and their knowledge and understanding of the francophone culture.

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 6.2.2 of the Protocol :

2006-07	\$ 16,802,000
2007-08	\$ 18,602,000
2008-09	\$ 18,602,000

Subject to the Agreement between Canada and the Corporation, the amounts below are transfers from provinces and territories in accordance with subsection 6.4.2 of the Protocol:

2006-2007	\$ 380,000
2007-2008	\$ 760,000
2008-2009	\$ 760,000

The yearly total contributions to the programs will be as follows:

2006-2007	\$ 17,182,000
2007-2008	\$ 19,362,000
2008-2009	\$ 19,362,000

Other 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 participants' tuition and board; travel between the participants' home and the institution located in another province or territory for Destination Clic; special costs for participants with special cases; sociocultural activities aimed at enriching the participants' linguistic experience; acquisition and development of teaching material required for the program offered by the institutions; and expenses related to advertising, travel and general administration of the subject programs.
- 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 there under, 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 April 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 Explore and Destination Clic

SCHEDULE 3 – Categories of Eligible Expenses for Explore and Destination Clic
2006-07 (To be reviewed on an annual basis)

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

FOR CANADA

FOR THE CORPORATION

Josée Verner

Joan Burke

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

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

Witness

Witness

Hubert Lussier

Donna Blackwood

Name (print)

Name (print)

Hubert Lussier

Donna Blackwood

Signature

Signature

AND

AND

Beverley J. Oda

Raymond Théberge

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

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

Witness

Witness

Pamela Eades

Colin Barley

Name (print)

Name (print)

Pamela Eades

Colin Barley

Signature

Signature

ADMINISTRATIVE TERMS AND CONDITIONS

1. PAYMENT TERMS

1.1 Payment Terms for 2006-07

1.1.1 The Corporation acknowledges receipt of a first payment of \$7 881 575, representing 50 % of the contribution of 2005-06.

1.1.2 Canada agrees to pay the contribution referred to in schedule 3 of this Agreement to the Corporation as follows:

1.1.2.1 An initial advance payment representing a maximum of 50 % of Canada's contribution for 2006-07 less the first payment shall be made following the signing of this Agreement.

1.1.2.2 A second advance payment representing a maximum of 30 % of Canada's contribution for 2006-07 shall be made on May 31, 2006, at the latest, without conditions.

1.1.2.3 A third advance payment representing up to 18 % of Canada's contribution for 2006-07 shall be made following receipt and acceptance by Canada of:

a) a 2006-07 report detailing the number of bursary students enrolled in each institution, including each student's name and full address; and

b) a certified interim financial statement reporting actual expenditures made by the Corporation during the period from April 1 to August 15, 2006, and anticipated expenditures from August 16, 2006, to March 31, 2007, submitted no later than September 15, 2006 (the certified interim financial statement shall be certified by a senior program official and a senior financial officer duly authorized by the Corporation).

1.1.2.4 A fourth and final payment not exceeding the balance (a minimum of 2%) of Canada's contribution for 2006-07 shall be made following receipt and acceptance by Canada of:

a) a certified interim financial statement presenting the Corporation's actual expenditures during the period from April 1, 2006, to March 31, 2007 (the certified interim financial statement shall be certified by a senior program official and a senior financial officer duly authorized by the Corporation); and

b) a summary of all bursaries awarded detailing the number of bursary students enrolled in each institution, including each student's name and full address.

1.1.3 The Corporation agrees to submit by September 30, 2007, the audited financial statements for the 2006-07 programs and shall include copies of letters sent to departments of Education indicating payments made to the institutions in each province. The audited financial statements shall provide details of expenses incurred by the Corporation for each activity described in Schedule 3 and shall be performed by professional accountants who are independent of the organization and are active members in good standing of one of the following professional associations: CA, CMA, CGA. In addition to the above Audited Financial Report, the Recipient shall provide the auditors' management letter, if any, and an action plan to address the issues raised in the management letter. If there is no management letter, this will have to be confirmed in writing by the accounting firm.

1.2 Payment Terms for 2007-08

1.2.2 Canada agrees to pay the contribution referred to in schedule 3 of this Agreement to the Corporation as follows:

1.2.2.1 An initial advance payment representing a maximum of 50 % of Canada's contribution for 2007-08 shall be made on April 1, 2007 following the signing of Schedule 3 for 2007-08.

1.2.2.2 A second advance payment representing a maximum of 30 % of Canada's contribution for 2007-08 shall be made on May 31, 2007, at the latest without conditions.

1.2.2.3 A third advance payment representing up to 18 % of Canada's contribution for 2007-08 shall be made following receipt and acceptance by Canada of:

- a) a 2007-08 report detailing the number of bursary students enrolled in each institution, including each student's name and full address; and
- b) a certified interim financial statement reporting actual expenditures made by the Corporation during the period from April 1 to August 15, 2007, and anticipated expenditures from August 16, 2007, to March 31, 2008, submitted no later than September 15, 2007 (the certified interim financial statement shall be certified by a senior program official and a senior financial officer duly authorized by the Corporation).

1.2.2.4 A fourth and final payment not exceeding the balance (a minimum of 2%) of Canada's contribution for 2007-08 shall be made following receipt and acceptance by Canada of:

- a) a certified interim financial statement presenting the Corporation's actual expenditures during the period from April 1, 2007, to March 31, 2008 (the certified interim financial statement shall be certified by a senior program official and a senior financial officer duly authorized by the Corporation); and
- b) a summary of all bursaries awarded detailing the number of bursary students enrolled in each institution, including each student's name and full address.

1.2.2 The Corporation agrees to submit by September 30, 2008, the audited financial statements for the 2007-08 programs and shall include copies of letters sent to departments of Education indicating payments made to the institutions in each province. The audited financial statements shall provide details of expenses incurred by the Corporation for each activity described in Schedule 3 and shall be performed by professional accountants who are independent of the organization and are active members in good standing of one of the following professional associations: CA, CMA, CGA. In addition to the above Audited Financial Report, the Recipient shall provide the auditors' management letter, if any, and an action plan to address the issues raised in the management letter. If there is no management letter, this will have to be confirmed in writing by the accounting firm.

1.3 Payment Terms for 2008-09

1.3.2 Canada agrees to pay the contribution referred to in schedule 3 of this Agreement to the Corporation as follows:

1.3.2.1 An initial advance payment representing a maximum of 50 % of Canada's contribution for 2008-09 shall be made on April 1, 2008, following the signing of Schedule 3 for 2008-09.

1.3.2.2 A second advance payment representing a maximum of 30 % of Canada's contribution for 2008-09 shall be made on May 31, 2008, at the latest without conditions.

1.3.2.3 A third advance payment representing up to 18 % of Canada's contribution for 2008-09 shall be made following receipt and acceptance by Canada of:

- a) a 2008-09 report detailing the number of bursary students enrolled in each institution, including each student's name and full address; and
- b) a certified interim financial statement reporting actual expenditures made by the Corporation during the period from April 1 to August 15, 2008, and anticipated expenditures from August 16, 2008, to March 31, 2009, submitted no later than September 15, 2008 (the certified interim financial statement shall be certified by a senior program official and a senior financial officer duly authorized by the Corporation).

1.3.2.4 A fourth and final payment not exceeding the balance (a minimum of 2%) of Canada's contribution for 2008-09 shall be made following receipt and acceptance by Canada of:

- a) a certified interim financial statement presenting the Corporation's actual expenditures during the period from April 1, 2008, to March 31, 2009 (the certified interim financial statement shall be certified by a senior program official and a senior financial officer duly authorized by the Corporation); and
- b) a summary of all bursaries awarded detailing the number of bursary students enrolled in each institution, including each student's name and full address.

1.3.2 The Corporation agrees to submit by September 30, 2009, the audited financial statements for the 2008-09 programs and shall include copies of letters sent to departments of Education indicating payments made to the institutions in each province. The audited financial statements shall provide details of expenses incurred by the Corporation for each activity described in Schedule 3 and shall be performed by professional accountants who are independent of the organization and are active members in good standing of one of the following professional associations: CA, CMA, CGA. In addition to the above Audited Financial Report, the Recipient shall provide the auditors' management letter, if any, and an action plan to address the issues raised in the management letter. If there is no management letter, this will have to be confirmed in writing by the accounting firm.

1.4 The amounts to be paid to the Corporation by Canada under this Agreement shall be paid within approximately thirty (30) business days following acceptance by Canada of the documents referred to in section 1 of this Schedule. Canada's acceptance is conditional on the information presented in the said document complying with the terms and conditions of this Agreement and on the Corporation acting on any matters raised by Canada.

2. TRANSFERS

2.1 Canada and the provincial and territorial governments, through the Corporation, may agree to transfer a portion of the amounts identified for the Explore and Destination Clic programs to Accent and Odyssey, and vice versa. These transfers shall be subject to prior approval by the Director, Operations and Regional Coordination, Official Languages Support Programs Branch, Department of Canadian Heritage (hereinafter referred to as "the Director"). The Corporation shall submit a written request for such transfers to Canada before January 31 of each year of this Agreement.

2.2 A provincial or territorial government may, with the prior consent of Canada, transfer to the programs a portion of the financial assistance provided by Canada to that provincial or territorial government for each year of this Agreement to implement the activities and measures described in its action plan or plans related to minority-language education and instruction of the second official language.

2.3 The provincial and territorial governments, through the Corporation, may submit proposals to Canada seeking its approval to use any unexpended portion of the funds allocated for each year of this Agreement.

2.4 If the funding allocated in Schedule 3 applies to more than one category of expenses, the beneficiary may transfer funds from one category of approved expenses to another on the following terms and conditions:

2.4.1 After receiving written authorization from the Director, when the total amount transferred from a given category exceeds 15% of the funds in that category.

2.4.2 Without the authorization of the Director, providing the amount transferred from a given category does not exceed 15% of the funds in that category.

3. REPORTS TO THE PUBLIC

3.1 Canada and the Corporation agree that the principles of transparency, accountability, consistency, accuracy, timeliness and clarity shall guide the production of public reports related to this Agreement. The dissemination of this information by the parties shall be in accordance with their respective privacy and access to information legislation and policies.

3.2 Canada and the Corporation agree to make the text of this Agreement and its schedules available to the Canadian public, in particular on their respective Web sites, within a reasonable timeframe following the signature of this Agreement.

- 3.3 Canada and the Corporation agree that all reports related to the programs covered by this Agreement shall be made available to the Canadian public, in particular on their respective Web sites, after the documents have been accepted by Canada.
- 3.4 The Corporation agrees to take all reasonable measures to make available to any researcher, establishment, provincial or territorial government and the general public audio-visual material, program material, films, research, studies or other material developed using Canada's financial contribution to the programs. Accordingly, the Corporation may catalogue such material and make it available to the public. The Corporation further agrees that all costs related to the provision of such items shall be calculated taking into account Canada's financial contribution. Where possible, such costs shall be calculated based only on the costs related to the provision, not the development, of the items.
- 3.5 The Corporation agrees to give recognition to Canada's participation when conducting publicity for the programs for which financial assistance was provided by Canada. For the purposes of this Agreement, publicity includes, but is not limited to, newspaper advertisements, posters, brochures, application forms, news releases, Corporation reports, and correspondence to institutions. The Corporation agrees to provide Canada with samples of these different types of publicity.
- 3.6 Canada and the Corporation agree that communications, including publications made available to the public, and services provided to the public in relation to this Agreement shall be in both official languages. The Corporation undertakes as well to carry out the spirit and the objectives of Part VII of the federal *Official Languages Act* whenever its projects or activities involve an audience comprising representatives of the two official-language groups.

4. OVERPAYMENT

- 4.1 The parties agree that, if payments made to the Corporation under this Agreement exceed the amounts to which the Corporation is entitled, the overpayment shall be returned to Canada, failing which Canada may reduce its future contributions to the Corporation by an equivalent amount.

5. FINANCIAL AUDITS

- 5.1 The parties agree that Canada reserves the right to audit or to have an audit conducted of the accounts and records of the Corporation in connection with the provisions of this Agreement to ensure compliance with those provisions, and the Corporation agrees to make all records, documents and information relevant to this Agreement available to auditors who may need them. The scope and extent of financial audits and the timing chosen to conduct them will be determined by Canada, and if needed, these audits may be conducted by Department of Canadian Heritage officials or their agents. If needed, Canada shall cover any costs associated with audits.
- 5.2 The Corporation agrees to keep accounts and records of the revenues and expenditures for the subject matter of this Agreement, in particular all invoices, receipts and vouchers. The Corporation shall submit the financial statements and other documents prescribed in this Agreement and shall manage its financial affairs in accordance with generally recognized accounting principles and practices. For the purposes of this Agreement, the Corporation shall keep all financial accounts, vouchers and other useful documents for at least five (5) years after this Agreement expires.
- 5.3 Canada agrees to inform the Corporation of the results of any financial audit and to pay to the Corporation, as soon as possible after completion of the audit, any monies that the audit may show to be then due and owing to the Corporation. The Corporation agrees to pay to Canada, on being informed of the results of such financial audit, any monies that the audit may show to be then due and owing to Canada.

6. EVALUATION

- 6.1 The Corporation is responsible for evaluation of the programs. The Corporation undertakes to share with Canada the results of such evaluations.
- 6.2 Canada's programs, including the *Development of Official-Language Communities Program*, *Minority-Language Education* component, and the *Enhancement of Official Languages Program*, *Second-Language Learning* component, are evaluated regularly. For such evaluations, Canada shall encourage input from the Corporation and shall use the information provided in connection with this Agreement. If other information proves necessary, it shall be discussed between Canada and the Corporation.

7. CONSULTATIONS

- 7.1 The Corporation shall invite a representative of each province and territory and representatives of the Department of Canadian Heritage to attend regular meetings of its interprovincial and interterritorial committee dealing with implementation of the programs covered by this Agreement.
- 7.2 The Corporation shall invite a representative of the Department of Canadian Heritage to accompany the Director or National coordinator of the Official-Languages Programs on a number of site visits.

**PROCEDURES OF
EXPLORE AND DESTINATION CLIC**

The Corporation and the departments of Education propose to administer, in accordance with the following provisions and subject to section 3 of this Agreement, the programs from 2006-07 to 2008-09, which shall be funded by Canada.

1. SELECTION OF INSTITUTIONS

- 1.1 The Corporation shall review course outlines submitted by the departments of Education on behalf of the post-secondary educational institutions they have certified for purposes of the programs. In order to be certified, an institution must agree to administer the tests referred to in subsection 3.6 of Schedule 2 of this Agreement.
- 1.2 In selecting institutions that offer courses in English and French as second languages or French as a first language, the Corporation and the departments of Education shall consider whether the institutions offer courses in either or both languages in order to obtain a reasonable balance among all institutions between the number of bursary students who wish to take a course in French as a second language or as a first language, the number who wish to take a course in English as a second language and the number of spaces available for those bursary students. To that end, the Corporation and the departments of Education may, if necessary, set limits on the number of students admitted, provided, however, those limits are compatible with the aims and objectives of the programs.

2. SELECTION AND ADMISSION OF STUDENTS

- 2.1 The Corporation and the departments of Education shall ensure that students are selected and admitted in accordance with the following conditions and criteria:
- a) at the time they apply, students must be a Canadian citizen or be in Canada legally as a permanent resident, in accordance with the *Immigration Act*. Foreign students with a visa are not eligible;
 - b) unless they are enrolled in a program intended for Francophones from minority communities, students must take a course in their second official language;
 - c) students must have attended school full time in the preceding academic year;
 - d) students must:
 - have completed at least Grade 11 (Secondaire V in Quebec); or
 - be at the postsecondary level; or
 - be 14 or 15 years old at the time of their request (pilot project Destination Clic for 2007-08).

and must provide proof to that effect when they apply;
 - e) institutions shall encourage applications from students outside their region or province and shall accept applications where the applicant meet the conditions set out in paragraphs a) through d) inclusively, as defined by the quota (including applications in excess of the quota) established by the Corporation and the responsible departments of Education.

The Corporation reserves the right not to reimburse an institution for expenses related to the registration of a student who is not selected in accordance with the above conditions and criteria.

- 2.2 The Corporation shall obtain from each institution, not later than one week after the start of courses, a list of the students the institution is prepared to admit into a summer language course, and shall review such lists in order to ensure, insofar as possible, that:
- a) no student is enrolled in two institutions or registered for two courses; and
 - b) the selection of students reflects equitable representation of all regions of Canada.
- 2.3 The Corporation shall require each institution to inform students, not later than two weeks after receiving their application, whether they have been accepted, and to inform the Corporation not later than the end of the first week of class of the number of bursary students registered. The Corporation shall send that information to the Department of Canadian Heritage promptly.

3. ORGANIZATION OF COURSES

- 3.1 Courses approved by the Corporation and the responsible departments of Education shall be delivered by each of the post-secondary educational institutions certified by the responsible Department of Education for purposes of the programs.
- 3.2 Institutions shall offer courses at various levels between May 1 and September 15 of each fiscal year of this Agreement.
- 3.3 Explore and Destination Clic courses for 16 years old and older bursary students shall run a minimum of five weeks. The 2007-08 pilot project Destination Clic for 14 and 15 years old bursary students shall run a minimum of three weeks.
- 3.4 Every institution shall use appropriate teaching methods.
- 3.5 Institutions shall ensure that bursary students are enrolled in a course appropriate to their level of knowledge of the language.
- 3.6 The Corporation and the responsible departments of Education shall ensure that every institution establishes criteria for choosing appropriate language proficiency tests. The institution shall administer the tests at the start and end of each course and send the results through directors program's report to the provincial coordinator and the Corporation.
- 3.7 Every course offered by an institution shall include sociocultural activities designed to enrich the bursary students' linguistic experience.
- 3.8 The institution shall provide bursary students with all the necessary teaching material (textbooks, audio tapes, etc.) at no charge.
- 3.9 The institution may ask for registration fees or a deposit or both and may retain an amount up to one hundred fifty dollars (\$150). The institution shall inform the bursary students of the amount payable and the method of making payment. If applicable, it shall also indicate the procedure for obtaining a refund of the deposit.
- 3.10 To ensure the success of the programs, the responsible Department of Education shall monitor implementation of the programs in institutions, in accordance with arrangements made in cooperation with the Corporation.
- 3.11 The Corporation, jointly with the responsible Department of Education, may visit certified institutions during the period in which the course is delivered.
- 3.12 The institution shall submit to the responsible department of Education of its province and to the Corporation a written report on the results of the courses and a valid sample of evaluations written by bursary students.
- 3.13 The institution shall make the necessary arrangements for the bursary students to be housed and fed on the university campus or in host families that provide an environment conducive to language learning. The institution shall pay the service provider directly for those services.

**CATEGORIES OF ELIGIBLE EXPENSES FOR
EXPLORE AND DESTINATION CLIC
2006-07**

1. CANADA’S CONTRIBUTION

1.1. Canada’s maximum contribution to the programs shall be sixteen million eight hundred two thousand dollars (\$16,802,000).

Transfers from the provinces and territories shall be three hundred eighty thousand dollars (\$380,000), subject to prior agreement between the Canada and the Corporation.

The total amount is seventeen million one hundred eighty-two thousand dollars (\$17,182,000).

2. APPROVED BUDGET

2.1 The Corporation agrees to apply the contribution to the following eligible expenses:

2.1.1 Bursaries

The maximum amount of one thousand nine hundred dollars (\$1,900) per bursary student shall be paid to the institutions concerned. The Corporation shall ensure that the national quota of bursaries is 8,408 and that they are distributed among all provinces and territories in Canada. The Corporation shall also ensure that 276 of those 8,408 bursaries are offered to Francophone students from linguistic minority communities to enable them to take French courses.

Maximum amount payable **\$15,975,200**

2.1.2 Transportation for Destination Clic Francophone bursary students from minority linguistic communities

A maximum amount of forty thousand dollars (\$40,000) for approximately half the travel costs of Francophone bursary students from linguistic minority communities between their place of residence and the institution at which they were accepted, normally an institution in another province.

Maximum amount payable **\$40,000**

2.1.3 Special Cases

2.1.3.1 Bursary students with special needs

A maximum amount of thirty thousand dollars (\$30,000) covering expenses related to the delivery of services to bursary students with special needs who require special assistance.

Maximum amount payable **\$30,000**

2.1.3.2 Supervision of 16- and 17-year-old students

A maximum amount of thirty thousand dollars (\$30,000) covering supervision expenses incurred by institutions that accept 16- and 17-year-old bursary students.

Maximum amount payable **\$30,000**

2.1.4 Troubadours

A maximum amount of thirty-five thousand dollars (\$35,000) for expenses incurred by institutions to hire leaders and artists for sociocultural activities.

Maximum amount payable **\$35,000**

2.1.5 Teaching Materials

An unspecified amount up to twenty-five dollars (\$25) per bursary student from part of the balance of the total maximum federal contribution of seventeen million one hundred eighty-two thousand dollars (\$17,182,000) unused at the end of the fiscal year to purchase and develop teaching materials required for the program.

Maximum amount payable **TBD**

2.1.6 Promotion and Development

A maximum amount of three hundred seventy-one thousand four hundred fifty dollars (\$371,450) for the promotion and development of the programs, the development of a computer system, the project development and technical support for Web sites.

Maximum amount payable **\$371,450**

2.1.7 Administration

A maximum amount of seven hundred seven thousand eight hundred fifty dollars (\$707,850) for expenses incurred by the Corporation to administer the programs (including Coordinators' meetings, development of working documents, etc.).

Maximum amount payable **\$707,850**

2.1.8 GST

A maximum amount of seven thousand five hundred dollars (\$7,500), equivalent to the GST refund, shall be deducted from the total amount.

Maximum amount deducted **(\$7,500)**

TOTAL **\$17,182,000**

- 2.2 Expenses other than those provided for in paragraphs 2.1.1 to 2.1.7 of this Schedule that are incurred by the provincial and territorial governments and their departments and agencies to implement the programs are not the responsibility of the Corporation, and the Corporation may not claim reimbursement from Canada for such expenses as expenses under this Agreement. Such expenses nevertheless contribute to the effective operation of the programs.

3. PAYMENTS TO INSTITUTIONS

- 3.1 Subject to subsection 3.2 of this Schedule, the Corporation shall pay to each institution on the dates and in the manner agreed to with the departments of Education, an amount not exceeding one thousand nine hundred dollars (\$1,900) per bursary student. The Corporation and the Department of Education of the province in which the institution is located shall ensure that the institution uses the funds as follows:
- 3.1.1 a minimum of eight hundred thirty-six dollars (\$836) for tuition, including sociocultural activities;
- 3.1.2 a maximum of one thousand sixty-four dollars (\$1,064) to cover room and board for the bursary student on the university campus or in a host families offering an environment conducive to second-language learning;
- 3.2 In the event a bursary student drops a course or is expelled for disciplinary reasons in the first three weeks of a course, the amount payable by the Corporation to the institution shall be equal to 80% of the full amount of the bursary.
- 3.3 In the event a bursary student drops a course or is expelled for disciplinary reasons after the first three weeks of a course, the amount payable by the Corporation to the institution shall be equal to 100% of the full amount of the bursary indicated in subsection 3.1 of this Schedule.