**FUNDING AGREEMENT**

**French Second Language Revitalization Program**

**BETWEEN:**

**THE GOVERNMENT OF MANITOBA,**

as represented by the Minister of Education and Early Childhood Learning,

(called “**Manitoba**”),

- and -

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(called the “**Recipient**”).

**WHEREAS** the Recipient operates the Project (as hereinafter defined) and has requested support to receive financial assistance for the purpose of carrying out the Project;

**AND WHEREAS** Manitoba is prepared to provide financial assistance to the Recipient to carry out the Project, subject to the Recipient entering into this agreement with Manitoba;

**NOW THEREFORE,** Manitoba and the Recipient agree as follows:

# DEFINITIONS AND INTERPRETATION

## Unless the context requires otherwise, in this Agreement:

### **“Contribution”** means the monetary amount to be paid by Manitoba to the Recipient pursuant to this Agreement;

### **“Eligible Costs”** means expenditures actually incurred by the Recipient relating to its operation and management of the Project between July 1, \_\_\_\_ and June 30, \_\_\_\_, including all goods and services as approved by Manitoba and as detailed in the Project Budget (Schedule “C”);

### **“Fiscal Year”** means the twelve (12) month period beginning on April 1 of one year and ending on March 31 of the following year;

### **“Party”** means either Manitoba or the Recipient and **“Parties”** means both Manitoba and the Recipient;

### **“Project”** means the approved initiatives, as further described in Schedule “A”;

### **“Project Budget”** means the allocation of the Contribution towards the Eligible Costs as outlined in Schedule “C”;

### **“Project Completion Date”** means the date set out in Schedule “A” by when the Recipient must complete the Project or such later date as may be agreed to in writing by Manitoba;

### **“Start Date”** means the date set out in Schedule “A”, being the earliest date on which the Recipient can begin incurring Eligible Costs;

### **“Term”** means the term of this Agreement as specified in 2.1; and

### **“Third Party”** means any person, corporation, organization or entity other than Manitoba and the Recipient.

## The following schedules and documents are incorporated into and form part of this Agreement:

### Schedule “A”: Project Description;

### Schedule “B”: Schedule of Payments;

### Schedule “C”: Project Budget;

### Schedule “D”: Manitoba’s Conflict of Interest Policy and Guidelines.

## Where there is a conflict between any provision in the main body of this Agreement and any provision of the schedules, the provision in the main body shall prevail.

## In this Agreement, words in the singular include the plural and words in the plural include the singular, as required by the context. Gender-specific terms refer to any gender, and include corporations.

## The headings used in this Agreement are for convenience of reference only and shall not affect the scope, intent or interpretation of any provision herein.

## References in this Agreement to currency are to dollar amounts expressed in Canadian funds.

## In interpreting this Agreement, any of the obligations of one Party shall, for all intents and purposes, be deemed to be an individual and several obligations and in no case shall either Party be deemed to be jointly or in another way responsible for the fulfillment of the obligations of the other Party pursuant to the terms of this Agreement.

## This Agreement rescinds all previous agreements between the Parties which relate to the Project.

# TERM

## This Agreement shall come into effect on July 1, \_\_\_\_ and continues until June 30, \_\_\_\_, subject to earlier termination in accordance with the terms of this Agreement.

# REPRESENTATIONS AND WARRANTIES OF THE RECIPIENT

## The Recipient represents and warrants that:

### it is a valid and existing non-profit corporation, duly incorporated under the laws of the Province of Manitoba, and it shall:

#### continue to be a valid and existing non-profit corporation;

#### comply with the registration and filing requirements of *The Corporations Act* (Manitoba); and

#### not alter the undertaking or purpose of the corporation as restricted in its originating documents or its by-laws,

during the term of this Agreement;

### the execution, delivery and performance of this Agreement are within the proper corporate powers and capacities of the Recipient and have been authorized by proper corporate proceedings;

### all statements and representations made in connection with the Recipient’s request for financial assistance for the Project are true and accurate;

### the description of the Project in this Agreement accurately reflects what the Recipient intends to do, and all relevant information has been disclosed to Manitoba;

### the Recipient has secured sufficient funding to pay all costs to carry out and complete the Project;

### the Recipient possesses and will continue to possess, all rights, interests, powers and expertise necessary to properly carry out, manage and complete the Project and to perform the Recipient’s obligations under this Agreement;

### the Recipient is the owner of any intellectual property including patents, copyright, trademarks and industrial designs which it may use in carrying out the Project, or has the right or license to use such intellectual property from the person who is lawfully authorized to give such right or license;

### there are no actions, suits or any legal proceedings pending or, to the knowledge of the Recipient, threatened against or adversely affecting the Recipient which might materially affect the financial condition of the Recipient; and

### the Recipient is not in default under any other agreement with The Government of Manitoba and is not in arrears to The Government of Manitoba under any legislation or under any other agreement with The Government of Manitoba.

## The Recipient declares that all representations and warranties set out above are true in substance and in fact, and acknowledges that Manitoba has relied on them in entering into this Agreement.

# OBLIGATIONS OF RECIPIENT

## The Recipient shall undertake to do all things necessary to operate the Project in accordance with this Agreement, including:

### in accordance with the Project’s description in Schedule “A”; and

### in accordance with the Project Budget set out in Schedule “C”.

## The Recipient shall:

### obtain all necessary licenses, permits and approvals required for the Project by all applicable statutes, regulations and by-laws;

### comply with all applicable laws and regulatory requirements, whether federal, provincial or municipal, including (without limitation) all environmental, labour and human rights legislation, at all times during the Project;

### carry out the Project in accordance with this Agreement, good business practices, in a professional, safe and prudent manner and using properly trained and qualified personnel;

### award contracts relating to the Project in a manner which is competitive, fair, transparent and consistent with value for money principles and compliant with applicable trade agreements and any procurement requirements which may be stipulated by Manitoba;

### promptly commence work on the Project and totally complete the Project on or before the Project Completion Date;

### use the Contribution exclusively for Eligible Costs in accordance with this Agreement and for no other purpose;

### ensure that the Project is carried out in a manner which does not violate or infringe any copyright or moral right under the *Copyright Act* (Canada), or any patent, trademark, trade name, contractual or privacy right;

### use reasonable efforts to ensure that the actual Project costs are kept to a minimum;

### be responsible for the entire cost of the Project, including any deficit or cost overrun;

### ensure all cash flow projections, reports, accountings, statements, claims, proposals, documents, plans and other materials are prepared and provided as required or requested under this Agreement in a timely fashion;

### notify Manitoba promptly if:

#### any actions, suits, investigations or other proceedings are threatened or brought during the term of this Agreement which could or may restrict or interfere with the Recipient’s capacity to carry out the Project;

#### any additional federal, provincial or municipal assistance becomes available to the Project above the amounts set out in Schedule “C”;

#### any material change to the Project or the Project Budget is proposed (including, without limitation, a reallocation or funds with the Project Budget or additions to the Project Budget);

#### any material change in the corporate structure or financing of the Recipient is proposed;

### not modify the Project or the Project Budget in any material way without having first obtained Manitoba’s consent;

### not implement any material change in the ownership, management or financing of the Recipient without having first obtained Manitoba’s consent;

### during the term of the Agreement and for seven (7) years after the termination or expiry of the Agreement, not dispose of, or relinquish control over, any assets (including intellectual property) developed or acquired directly or indirectly with the Contribution funds provided under this Agreement, without the prior written consent of Manitoba; and

### comply with all reasonable directions and request of Manitoba.

## All notices for Project modifications or cancellations by the Recipient must be sent to the email address for Manitoba at clause 18.1(a).

# AMOUNT OF CONTRIBUTION AND PAYMENTS

## Provided the Recipient is in compliance with its obligations under this Agreement, Manitoba shall provide the Recipient with a Contribution, not exceeding \_\_\_\_ in respect of Eligible Costs incurred as set out in Schedule “C” during the Term of this Agreement.

## All Contribution (included any interest earned on any Contribution) provided by Manitoba shall be used solely for Eligible Costs incurred to operate the Project in accordance with the approved Project Budget set out in Schedule “C” and with this Agreement and for no other purpose.

## Payments of the Contribution will be made as per the schedule of payments set out in Schedule “B”.

## Eligible Costs shall be net of any rebate received or receivable by the Recipient in respect of any portion of the Goods and Services Tax (GST) and any rebate of any provincial or territorial taxes received or receivable.

## Payment of the Contribution or any portion thereof is subject to and conditional upon:

### the Recipient complying with all of its obligations and undertakings under this Agreement;

### the Legislature of the Province of Manitoba duly appropriating the funds payable in the Fiscal Year in which payment is required;

### the maintenance of current and forecasted budgetary levels for Manitoba’s Department of Education and Early Childhood Learning and Department of Advanced Education, Skills and Immigration in the Fiscal Year in which payment is required;

### the Parliament of Canada duly appropriating the funds payable in the Fiscal Year in which payment is required; and

### the maintenance of current and forecasted budgetary levels for the Government of Canada’s Development of Official-Language Communities and the Enhancement of Official Languages programs in the Fiscal Year in which payment is required.

## Manitoba may, in its sole discretion, determine to advance a portion of the Contribution to the Recipient. Where Manitoba exercises such discretion, Manitoba may impose terms and conditions on the payment of the advance.

## Contribution funds shall not be deemed or considered to be earned in the hands of the Recipient until such time as they are expended by the Recipient on account of Eligible Costs. Until that time, any and all Contribution funds provided to the Recipient shall be deemed to be held by the Recipient in trust for Manitoba and neither the Contribution funds nor any interest in them may be claimed or attached by any Third Party, whether by security agreement or otherwise.

## The Recipient acknowledges and agrees that the amounts payable under this Agreement by Manitoba may be reduced or cancelled in the event that:

### funding levels are changed by the Government of Manitoba or the Government of Canada; or

### Manitoba does not receive all final reports and financial statements to be provided by the Recipient within six (6) months of the deadlines set out in Schedule “A”.

## Manitoba shall not pay any portion of the Contribution towards any Eligible Costs that the Recipient incurs prior to the Start Date or after the Project Completion Date.

## Nothing in this Agreement commits or obligates Manitoba to provide additional financial assistance of any kind for the ongoing operation of the Project.

## Manitoba shall not pay any interest on the Contribution.

## In addition to its rights of set off under *The Financial Administration Act*, C.C.S.M. c. F55, the Recipient acknowledges and agrees that Manitoba may offset the Contribution against any amounts that the Recipient owes in arrears to Manitoba, whether under this Agreement or under another agreement.

## The Recipient acknowledges and agrees that Manitoba reserves the right to withhold up to twenty percent (20%) of the Contribution until thirty (30) days after Manitoba receives and approves all reports and financial statements to be provided by the Recipient under this Agreement. Approval to release any or all of the amount withheld by Manitoba shall be given only if the Recipient has complied with all of its obligations under this Agreement and if the Recipient is entitled to payment from Manitoba towards any approved Eligible Costs.

# REPORTING AND EVALUATION

## The Recipient must provide Manitoba with all reports and financial statements (in form and content prescribed by Manitoba) for the Project in accordance with the requirements outlined in Schedule “A”.

## The Recipient must develop an evaluation cycle wherein all project components are consistently evaluated.

## The Recipient agrees to promptly provide such further reports, documents or information related to the Project or this Agreement as Manitoba may reasonably request.

# RECORDS, FINANCIAL STATEMENTS, AUDITS AND INSPECTIONS

## The Recipient shall establish and maintain such accounting and other records (including supporting documents) as are necessary for the proper financial management of the Project.

## The Recipient shall preserve and keep available for seven (7) years after the Project Completion Date or, if this Agreement is terminated earlier, for seven (7) years after the date of termination:

### proper books of account recording Project costs, the application of the Contribution and any Project revenues;

### accounts and records that are necessary in the circumstances to support the books of account; and

### any other records related to the Project and to the Contribution.

## The Recipient shall, if requested by Manitoba, permit any authorized representative of Manitoba, or auditors engaged by Manitoba, reasonable access to its premises to do the following:

### inspect and assess the progress of the Project; and

### inspect, examine and audit the Recipient’s books, accounts and any other records related to the Project and the Contribution.

## The Recipient agrees to produce the records referred to in subsection 7.2 on demand. The Recipient shall provide reasonable facilities for any inspections, examinations and audits, and agrees to provide copies of and extracts from the accounts, financial documents and other records that are requested, and to promptly provide such other information as may be reasonably requested by Manitoba or its representatives and auditors.

## The Recipient, and its directors, officers, employees and agents shall cooperate in any inspection, examination or audit by Manitoba, and neither the Recipient, nor any of its directors, officers, employees or agents shall interfere in any inspection, examination or audit by Manitoba, or its authorized representatives or agents, either directly or indirectly, nor shall they take any action during the course of any inspection, examination or audit that may prejudice the outcome of that inspection, examination or audit.

## The Recipient must ensure that any and all contracts that the Recipient enters into with external (Third Party) auditors or accountants shall require the auditors and accountants to similarly cooperate in any inspection, examination or audit by Manitoba and authorizes the auditors and accountants to provide Manitoba with all such information and documentation relating to matters covered by this Agreement as may be reasonably requested by Manitoba or its representatives or auditors.

# CONFIDENTIALITY

## While this Agreement is in effect, and at all times thereafter, the Recipient and any officers, employees, agents or subcontractors of the Recipient:

### shall treat as confidential all information, documents and materials, including (without limitation) all data, research, reports and other materials acquired from Manitoba or to which access has been given by Manitoba in the course of, or incidental to, the performance of this Agreement;

### shall not, without first obtaining written permission from Manitoba:

#### use, or permit use of, the information, documents and materials described in clause 8.1(a) except for the proper performance of the obligations under this Agreement; or

#### disclose, or permit disclosure of the information, documents and materials described in clause 8.1(a), to any person, corporation or organization; and

### shall comply with any rules or directions made or given by Manitoba with respect to safeguarding or ensuring the confidentiality of the information, documents or materials described in clause 8.1(a).

# NON-LIABILITY OF MANITOBA

## The Recipient and Manitoba agree that the Recipient is solely responsible for carrying out and completing the Project.

## Manitoba’s responsibility with respect to the Project is limited to providing the Contribution to the Recipient in accordance with the terms and conditions set out in this Agreement.

## Manitoba shall not be liable for any injury to or loss or damage (including, without limitation, death or economic loss) suffered by the Recipient, or the Recipient’s directors, officers, employees, agents or subcontractors, caused by or in any way related to the performance of this Agreement or the carrying out of the Project.

## Nothing in this Agreement creates any undertaking, commitment or obligation by Manitoba respecting any additional or future funding for the Project or any activities, enterprises or projects related to or arising out of the Project.

# INDEMNIFICATION BY RECIPIENT

## The Recipient must use due care in carrying out the Project and in complying with its obligations under this Agreement, and must use reasonable efforts to ensure the safety of individuals, and that property and rights are protected and upheld, while carrying out the Project.

## The Recipient shall be solely responsible for and shall indemnify and save Manitoba and its Ministers, officers, employees and agents harmless from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings brought or pursued in any manner in respect of any matter caused by the Recipient or arising directly or indirectly from:

### this Agreement;

### the Project including, without limitation, the ongoing operation, maintenance and repair of the Project;

### the performance of this Agreement or the breach of any term or condition of this Agreement by the Recipient or its officers, employees, agents or subcontractors;

### the performance of any contract with a Third Party or the breach of any term or condition of any contract with a Third Party by the Recipient or its officers, employees, agents or subcontractors, including the Third Party; and

### any error, omission or wrongful or negligent act of the Recipient, or of any officer, employee, agent or subcontractor of the Recipient.

# INSURANCE

## The Recipient must purchase and maintain throughout the term of this Agreement:

### commercial general liability insurance against claims for personal injury and death and damage to property in the amount of Five Million Dollars ($5,000,000.00) per occurrence;

### where the Recipient is a non-profit corporation, non-profit directors and officers liability insurance in the amount of Two Million Dollars ($2,000,000.00) aggregate;

### professional liability insurance for negligent acts, errors and omissions in the amount of One Million Dollars ($1,000,000.00) per occurrence or claim; and

### automobile liability insurance with minimum limits not less than Five Million Dollars ($5,000,000.00) combined single limit for bodily injury, death and property damage per accident in any case where the Recipient owns or leases vehicles that are used directly or indirectly in connection with the Project.

## Without limiting the generality of subsection 11.1:

### the insurance must be underwritten by insurers licensed in Canada and be reputable and financially creditworthy insurers with an A.M. Best financial strength rating of “A-” or higher, or equivalent rating by an alternate insurance credit rating agency;

### the Recipient must add Manitoba, its Ministers, officers, employees and agents as additional insureds to the commercial general liability insurance policy;

### the professional liability insurance must provide coverage for negligent acts, errors and omissions of the Recipient and its officers, employees and agents;

### if the professional liability insurance is claims-based, the Recipient must maintain the coverage for a minimum of twelve (12) months following the Project Completion Date or, alternatively, the Recipient must purchase extended claims reporting coverage for that period; and

### the Recipient must provide Manitoba with at least thirty (30) days’ advance written notice in the event of cancellation or material reduction of coverage regarding these policies.

## The Recipient shall provide to Manitoba, within thirty (30) days of signing this Agreement, a Certificate(s) of Insurance, evidencing the required insurance. In addition, the Recipient shall promptly provide Manitoba with updated certificates of insurance upon request by Manitoba or upon the placement, renewal, amendment or extension of all or any part of the insurance.

## The kinds and amounts of insurance called for in this section are the minimum required for the Project. The Recipient and its insurance and bonding advisers are responsible to determine if additional kinds or amounts of insurance for the Project are advisable.

## The Recipient shall ensure that any subcontractors engaged by the Recipient to carry out the Project under this Agreement are insured under the Recipient’s policies, or alternatively, the Recipient shall ensure that any subcontractor engaged by the Recipient under this Agreement obtain and maintain comparable coverage.

## The Recipient, or any of its subcontractors, must not do or omit to do anything, or permit anything to be done or not to be done, which will in any way impair or invalidate its insurance coverage.

## The Recipient shall ensure that it is in compliance with *The Workers Compensation Act* (Manitoba) with respect to all its employees and volunteers and shall provide evidence of such coverage to Manitoba upon request.

## Subsections 11.1 to 11.7 do not apply to a Recipient that is defined as a “government reporting entity” under *The Financial Administration Act* (Manitoba).

# TERMINATION AND DEFAULT

## This Agreement may be terminated by Manitoba for any reason or without cause upon providing at least sixty (60) days’ written notice to the Recipient prior to the date of intended termination.

## The Recipient is in breach of and in default under this Agreement if at any time:

### the Recipient becomes, or is about to become, bankrupt or insolvent, goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors; or

### an order is made or resolution is passed for the dissolution or winding-up of the Recipient or it is otherwise likely to lose its corporate status; or

### the Recipient ceases to operate, or is about to cease operating; or

### the Recipient knowingly makes false statements or entries in any invoices, documents or records required to be presented, kept, maintained or provided under this Agreement; or

### the Recipient is in default under any other agreements, present or future, relating to the Project or any other agreement with The Government of Manitoba; or

### any creditor of the Recipient attaches or garnishes any Project funds, or seizes or encumbers or takes as security any substantial asset used in connection with the Project; or

### any representation or warranty made by the Recipient is false or misleading in any material respect; or

### the Recipient has modified the Project or Project Budget in any material way without having first obtained Manitoba’s consent; or

### the Recipient has implemented a material change in the corporate structure or financing of the Recipient without having first obtained Manitoba’s consent; or

### Manitoba is reasonably of the opinion that there is a material adverse change in risk in the Recipient’s ability to carry out the Project; or

### Manitoba is reasonably of the opinion that there is an action, suit or legal proceeding brought or threatened against the Recipient that may materially affect the financial condition of the Recipient or the Recipient’s ability to carry out the Project; or

### Manitoba is reasonably of the opinion that:

#### the Recipient is not carrying out the Project in accordance with the terms and conditions of this Agreement; or

#### the Recipient has failed to comply with, or is about to fail to comply with, any of its obligations or undertakings under this Agreement; or

#### the outcome of any inspection, evaluation or audit is unsatisfactory; or

### the Recipient at any time engages in any activities or trade practices which, in the opinion of Manitoba, are prejudicial to the interests of The Government of Manitoba, or any department or agency thereof.

## If the Recipient is in breach of or in default under this Agreement, Manitoba may, in addition to any other remedies available to Manitoba under this Agreement or at law, do or require one or more of the following:

### request a plan of action satisfactory to Manitoba that includes timelines for remediation of a breach, default or failure that, in Manitoba’s opinion, is capable of being remedied;

### suspend or withhold any amount payable by Manitoba under this Agreement until the Recipient has remedied the breach, default or failure to Manitoba’s satisfaction;

### reduce the amount of any payment due under this Agreement by any amounts that would not have been previously paid to the Recipient had a breach on the part of the Recipient not occurred;

### set off any amount payable under this Agreement by Manitoba to the Recipient against any other amount payable by the Recipient to Manitoba under this Agreement or under any other agreement;

### by notice in writing, demand that the Recipient repay any portion of the Contribution provided under this Agreement that has not, in Manitoba’s opinion, been expended in accordance with this Agreement, which amount constitutes an overpayment and a debt due and owing by the Recipient to Manitoba, payable on demand; or

### terminate this Agreement, and any financial obligation of Manitoba under this Agreement, by giving notice in writing to the Recipient, effective on receipt of the notice or on the date specified in the notice.

## Upon receipt of notice of termination of this Agreement, the Recipient must:

### cease those activities being funded under this Agreement that the Recipient is not able to carry out independently of this funding; and

### provide Manitoba with all reports, statements and documents required or requested by Manitoba on termination.

## Upon Manitoba providing notice of termination under this Agreement, Manitoba shall have no further obligations under this Agreement, including no obligation to make any further payments of the Contribution to the Recipient.

# REPAYMENT OF SURPLUS FUNDING/OVERPAYMENTS

## The Recipient agrees that:

### any overpayment of the Contribution to the Project by Manitoba;

### any funds paid by Manitoba which are not expended in accordance with this Agreement;

### any funds paid by Manitoba which are unexpended or uncommitted as of Project Completion Date or, where this Agreement is earlier terminated, the date of termination; and

### any funds which are otherwise repayable under this Agreement.

shall be repaid to Manitoba immediately on written demand and are a debt due and owing by the Recipient to Manitoba.

## Manitoba may deduct or recover an equivalent amount from any future amounts to be paid to the Recipient by Manitoba under this Agreement or any other agreement between the Parties (including any prior contribution agreements).

# PUBLIC ANNOUNCEMENTS

## The Recipient must not issue any media releases, make any public announcements or hold any official ceremonies or special events (including speeches and news releases on radio, newspaper, television and social media) concerning the Project, without the prior written consent of Manitoba. The Recipient agrees to inform and consult with Manitoba about all proposed media releases, public announcements, official ceremonies or special events relating to the Project not fewer than ten (10) working days before the date on which the release, announcement, ceremony or event is proposed to be issued or take place. Notwithstanding the foregoing, a release or announcement may be issued in fewer than ten (10) working days if public safety is at stake or where an emergency response is required.

## The Recipient agrees that representatives of Manitoba and the Government of Canada must be invited to participate in any announcements, ceremonies and special events.

## The Recipient agrees that any material produced under this Agreement for the purpose of publication and/or distribution (including brochures) shall be submitted to Manitoba for comment and approval prior to such publication and/or distribution. The Recipient agrees to submit the materials to Manitoba not fewer than twenty (20) working days prior to publication and/or distribution.

## Each Party shall acknowledge the roles and contributions of the other Party in respect of the Project in any public information activities related to the Project (including in any media releases and on any materials as outlined in subsections 14.1 and 14.2 above). In particular, the Recipient shall acknowledge that the Project is being partially funded by Manitoba (Manitoba shall be referred to as the “Government of Manitoba”) and shall acknowledge the Government of Canada’s contribution and its “Action Plan for Official Languages – 2023-2028: Protection-Promotion-Collaboration.

## Each Party shall notify the other Party promptly upon becoming aware of any significant emerging media issues relating to the Project.

# CONFLICT OF INTEREST

## The Recipient agrees to disclose to Manitoba, in writing and before this Agreement is signed, any real, apparent or potential conflict of interest that could have a direct impact on the award of these funds to the Recipient.

## The Recipient confirms that any person lobbying on its behalf is registered pursuant to the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.).

## The Recipient acknowledges that Manitoba requires the Recipient to have a conflict of interest policy at all times while this Agreement is in effect, and that such policy must meet or exceed the standards and requirements set out in Manitoba’s Conflict of Interest Policy and Guidelines attached as Schedule “D” to this Agreement.

## The Recipient agrees to provide Manitoba with a copy of its conflict of interest policy, upon request.

## The Recipient agrees to abide by its conflict of interest policy and to require all of its officers, employees, agents and subcontractors to abide by such policy as a condition of employment or engagement by the Recipient.

# DISPUTE RESOLUTION

## In the event of any dispute between the Parties arising out of this Agreement, the Parties agree to attempt to resolve such dispute through mediation or other agreed upon dispute resolution processes.

# USE OF RESULTS

## For purposes of this Section 17, “work” includes any material or thing that is created or developed by the Recipient in the course of implementing, providing or promoting the Project under this Agreement, and in which copyright subsists.

## The Recipient shall own and retain copyright for any work produced under this Agreement and obtain all necessary releases and waivers from the author or authors of such works.

## The Recipient hereby grants Manitoba, royalty-free, perpetual, and exclusive licenses to produce, reproduce or publish, in any manner, the original work or an adaptation, in any language, for use within government and for non-commercial distribution. The use by Manitoba of materials prepared by the Recipient, including distribution and modification of those materials, shall be in accordance with all applicable laws.

# NOTICES

## Any notice or other communication under this Agreement shall be in writing and shall be delivered or sent by registered mail, postage prepaid, or sent by email as follows:

### To Manitoba:

Bureau de l’éducation française

509 – 1181 Portage Avenue

Winnipeg MB R3G 0T3

Email: palo-olsp@gov.mb.ca

### To the Recipient:

\_\_\_\_\_\_\_\_\_\_\_\_\_

## Any notice or other communication given in accordance with the methods described in subsection 18.1 shall be deemed to have been received by the addressee on:

### the day delivered if delivered on a business day of the addressee, and if not delivered on a business day, on the next business day of the addressee; or

### the third (3rd) business day of the addressee after the date of mailing, if sent by prepaid registered mail; or

### on the day the email is transmitted, if sent on a business day of the addressee, and if not sent on a business day, on the next business day of the addressee.

## In no event shall any notice or other communication be sent by mail during any period of interrupted or threatened interruption of postal service.

## Manitoba or the Recipient may change its respective address or other information stipulated in subsection 18.1 by giving written notice of such change to the other Party.

# GENERAL

## All reports, accountings, statements, documents, plans and other materials to be provided by the Recipient to Manitoba under this Agreement shall be in writing and shall be satisfactory to Manitoba in form and content.

## The Recipient must ensure that no member of the Legislative Assembly of Manitoba is a party to this Agreement or to any contract made under this Agreement or concerning the Project, or a shareholder, director or officer of the Recipient or of any Third Party with whom a contract has been made under this Agreement or concerning the Project.

## Clause 4.2(n); subsections 5.8, 5.13, 19.3 and 19.12; and Section 6, Section 7, Section 8, Section 9, Section 10, Section 11, Section 12, Section 13 and Section 17; and any other provisions containing obligations that by their very nature are intended to survive the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement. In addition, any Party’s obligation or undertaking set out in this Agreement that extends past the expiration or termination date shall survive the expiry or termination of this Agreement.

## Time shall be of the essence of this Agreement.

## Nothing in this Agreement:

### makes or may be construed to make the Recipient an agent of, or partner with, Manitoba;

### creates the relationship of employer and employee between the Recipient and Manitoba or between Manitoba and any officers, employees or agents of the Recipient;

### authorizes the Recipient to enter into a contract on behalf of Manitoba, to act as Manitoba’s agent or to otherwise obligate Manitoba.

## The Recipient shall not assign or transfer this Agreement or any of the rights or obligations under this Agreement without the prior written consent of Manitoba.

## This Agreement shall be binding upon the successors and permitted assigns of the Recipient.

## This Agreement, including all schedules and appendices, constitutes the entire Agreement between the Parties. There are no undertakings, representations or promises, express or implied, other than those set out in this Agreement.

## No amendment of this Agreement shall be valid unless it is in writing and signed by both Parties. Any amendment shall be deemed to form part of this Agreement.

## Either Party’s failure to insist upon the other Party’s performance of the other Party’s obligations under this Agreement shall not operate or be interpreted as constituting any acceptance or waiver of the future performance of such obligations or any of them. Any waiver by Manitoba of any failure, default or breach under this Agreement shall not be effective unless given in writing by an authorized person and shall not constitute a subsequent waiver of a similar or of any other failure, default or breach.

## Every provision of this Agreement is intended to be severable and if any provision of this Agreement is determined to be invalid or illegal for any reason whatsoever, such invalidity or legality does not affect the validity of the remainder of this Agreement; the other provisions remain in force and continue to be binding on the parties as though the invalid provision had never been included in this Agreement.

## This agreement shall be construed, interpreted, performed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable in the Province of Manitoba.

**[This space intentionally left blank. Execution page to follow.]**

## This Agreement may be executed and delivered in separate counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, by facsimile or by electronic mail in portable document format (“.pdf”), shall be equally effective as delivery of a manually executed counterpart.

**THIS AGREEMENT** has been executed by the Minister of Education and Early Childhood Learning on behalf of The Government of Manitoba, and by the Recipient (or by its duly authorized representative(s)), on the dates noted below.

**SIGNED IN THE PRESENCE OF:** **FOR THE GOVERNMENT OF MANITOBA**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Minister of Education and

 Early Childhood Learning, or Delegate

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name and Title of Signatory

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**SIGNED IN THE PRESENCE OF:** **FOR** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness President or Delegate

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name and Title of Signatory

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Other Authorized Signatory (if applicable)

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Print Name and Title of Signatory

 Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I/We have authority to bind the Recipient.