

## Standing Committee on Canadian Heritage (CHPC) – C-316

*Questions from CHPC on C-316, An Act to amend the Department of Canadian Heritage Act (Court Challenges Program)*

### **MP RACHAEL THOMAS**

#### **Q: Requesting a list of criteria determining if a case is valid or not.**

The Court Challenges Program (CCP) is administered independently by the University of Ottawa, at arm's length from the government. PCH and the University of Ottawa are bound by a contribution agreement. Funding decisions are made by two independent expert panels each composed of seven experts.

The criteria that must be met for a case to be funded are listed as follows in Annex A (section 6) of the 2023-2025 CCP contribution agreement:

#### **6. ELIGIBILITY**

*6.1. Applicants eligible for legal remedies are persons (individuals or groups of individuals) in Canada and organizations incorporated in Canada under provincial, territorial or federal law:*

*6.1.1. Seeking to defend a right described in section 3 of this Annex; and*

*6.1.2. Needing financial support to pursue a case.*

*6.2. Eligible costs for Program funding include the following:*

*6.2.1. For the development of test cases that have the potential to clarify rights covered by the Program, costs associated with legal research and drafting, consultation and evidence development;*

*6.2.2. For test case litigation, legal fees, legal research, drafting and consultation costs, and other costs associated with presenting cases before the courts; and*

*6.2.3. For legal interventions, legal fees, legal, research, drafting and consultation costs or other costs associated with submitting arguments before the courts.*

*6.3. Interventions eligible to receive financial assistance must meet the eligibility criteria set out in section 6.1 and the following additional conditions:*

*6.3.1. The intervention raises important arguments that have legal merit and contribute to the resolution of the legal issue(s) raised in the test case; and*

*6.3.2. The arguments raised in the intervention have not been covered in substance by other parties or interveners in the case.*

*6.4. Test cases and test case development projects that are eligible to receive financial assistance must meet the eligibility criteria set out in section 6.1 and the following additional conditions:*

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- 6.4.1. *Funding to an applicant must be used to support test cases:*
- i. That will advance knowledge and the law as such, and will create precedents;*
  - ii. That are both of national importance and have the potential to clarify one or more of the rights described in section 3 of this Annex; and*
  - iii. That take into account both the spirit and the letter of the Charter and the Official Languages Act.*
- 6.4.2. *The Program will not fund cases that have been addressed in a similar manner and resolved in court.*
- 6.4.3. *Applications related to an admissible provision of the Official Languages Act must also meet the following three criteria:*
- i. A complaint must have been filed with the Commissioner of Official Languages in the case subject to the funding application and the complainant has the right to seek a court remedy in accordance with Part X of the Official Languages Act, under subsections 77(1), (2) and (3);*
  - ii. The Commissioner of Official Languages will not appear before the court on the applicant’s behalf pursuant to paragraph 78(1)(b); and*
  - iii. The application is not an application for leave to intervene.*
- 6.4.3.1 *No funding will be provided to the Commissioner of Official Languages.*
- 6.5.2 *Separate funding applications must be submitted for each stage of the litigation process.*
- 6.6 *Expert panels have the right, at any time, to determine whether a case has ceased to be a test case and to re-evaluate the financial support for the Ultimate Recipient.*

The eligibility criteria can also be found on the Court Challenges Program website where they are outlined in plain language for each category of funding (“Development of a test case; Litigation; and Legal Interventions”).

**The language rights eligibility criteria are set out on the CCP website herein:**

[Development of Test Cases \(Languages Rights – Rights\) – PCJ CCP \(pcj-ccp.ca\)](#)

[Litigation \(Languages Rights – Rights\) – PCJ CCP \(pcj-ccp.ca\)](#)

[Legal Interventions \(Languages Rights – Rights\) – PCJ CCP \(pcj-ccp.ca\)](#)

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The human rights eligibility criteria are set out on the CCP website herein:

[Development of Test Cases \(Human Rights – Rights\) – PCJ CCP \(pcj-ccp.ca\)](#)

[Litigation \(Human Rights – Rights\) – PCJ CCP \(pcj-ccp.ca\)](#)

[Legal intervention \(Human Rights – Rights\) – PCJ CCP \(pcj-ccp.ca\)](#)

### **MP MARTIN CHAMPOUX**

**Q : Is there a report available indicating which applications were rejected by the Selection Committee?**

Each year, an annual report for the Court Challenges Program is published by the University of Ottawa. These reports do not list the names (or details) of applications rejected by the Expert Committees. They do however provide the number of applications received and number of applications funded for both the Language Rights and Human Rights components. The reports are available here:

- [Annual Report – PCJ CCP \(pcj-ccp.ca\)](#)
- [Rapport annuel – PCJ CCP \(pcj-ccp.ca\)](#)

The table below summarizes what has been reported by the CCP from 2018 to the present. The names or details of cases not funded by the program are not made available due to solicitor-client privilege and confidentiality.

Fiscal Year	CCP Language Rights Applications		CCP Human Rights Applications	
	Received	Financed	Received	Financed
<b>2018-19</b>	27	17	34	14
<b>2019-20</b>	41	25	130	47
<b>2020-21</b>	26	19	66	38
<b>2021-22</b>	21	13	62	28
<b>2022-23</b>	76	41	72	33
<b>Totals</b>	<b>191</b>	<b>115</b>	<b>364</b>	<b>160</b>

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### MP NIKI ASHTON

#### **Q: How many cases have been allocated to Metis, Inuit, and First Nations groups?**

Due to factors such as solicitor-client privilege and confidentiality, the annual reports do not confirm the identities of the beneficiaries and as such we cannot accurately respond to how many cases funded have been attributed to Métis, Inuit and First Nations groups.

However, the Annual Reports from 2018-2023 do provide some insight that Indigenous groups were allocated Court Challenges Program funding in cases directly related to Indigenous status under section 15 (equality rights) of the Canadian Charter of Rights and Freedoms. Furthermore, cases concerning Métis, Inuit, and First Nations groups were also allocated funding under section 7 (right to life, liberty, and security of person) of the Charter.

For example:

#### **The 2019-2020 CCP annual report showcases funding for an intervention in a lawsuit regarding forced sterilization of Indigenous women, invoking sections 7 and 15 of the Charter;**

*Excerpt from 2019-2020 CCP Annual Report:*

“The Human Rights Expert Panel granted funding for a motion for leave to intervene in a class-action lawsuit relating to the forced and coerced sterilization of Indigenous women. The plaintiffs in the lawsuit argue that the systemic tubal ligation of Indigenous women without their free, prior, and informed consent breaches their liberty and security rights and equality rights as protected by sections 7 and 15 of the Canadian Charter of Rights and Freedoms. The funding recipient seeks to intervene in this matter to provide guidance on the federal government’s obligations to ensure that Indigenous women receive health services equal to non-Indigenous women and, more broadly, the federal government’s obligations to proactively identify and correct systemic practices that discriminate against Indigenous persons. In doing so, the funding recipient hopes to provide a national perspective to the court on behalf of Indigenous women and girls, including Métis and Inuit women, who have been subjected to the practice of forced sterilization.”

#### **The 2022-2023 CCP annual report highlights funding for an intervention in a constitutional reference concerning the Act Respecting First Nations, Inuit, and Métis Children, Youth, and Families, addressing discrimination issues in child and family services on-reserve, emphasizing sections 7 and 15 of the Charter.**

*Excerpt from 2022-2023 CCP Annual Report:*

“The Human Rights Expert Panel funded an intervention in a recent constitutional reference on whether the Act Respecting First Nations, Inuit and Métis Children, Youth and Families was ultra vires the jurisdiction of the Parliament of Canada. The Program’s funding of this intervention allowed the recipient to provide vital contextual analysis to the Court demonstrating that, while the regime put forward by this piece of federal legislation fell short of what is required to provide substantively equal services to First Nations children as required by sections 7 and 15 of the Canadian Charter of Rights and Freedoms, it was inspired by efforts to end discrimination in the provision of child and family services on-reserve and to have the full meaning and scope of

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Jordan’s Principle enforced. The recipient’s intervention sought to help the Court to better understand the ways in which the interpretation of the jurisdiction issues raised in the case must be informed by a number of factors, including the historical relationship between First Nations and the federal Crown, human rights principles, and sections 7 and 15 of the Charter.”

### MP KEVIN WAUGH

**Q: Requests to have the contribution agreement in both official languages.**

Contribution Agreement (EN) :



Final CCP  
Contribution Agreeer



Ammend1PCJ2023-2  
4\_EN.pdf

Contribution Agreement (FR) :



Final Accord de  
contribution 2023-202l'



Modification à  
l'accord de contribut

**Note:** Please note that documents produced and signed in French are considered to be the original and contractual documents. English versions, translated from the French version, are provided. In the event of discrepancies between the French and English versions, the French version shall prevail.

### MP JOEL GODIN

**Q: What was the budget allocated to the CCP in 1978 versus the budget allocated in 2024?**

The CCP was established in 1978 under the Secretariat of State, and responsibility for the program was transferred to PCH when the Ministry was created in 1996, making research more complex as the Ministry's databases do not include data dating back to 1978. Checks and research are continuing in order to provide the Committee with this information.

## CONTRIBUTION AGREEMENT

**BETWEEN:** **HIS MAJESTY THE KING IN RIGHT OF CANADA**  
as represented by the Minister of Canadian Heritage (hereinafter called “the Minister” and including any person duly authorized to represent him)

**AND:** **THE UNIVERSITY OF OTTAWA**, duly incorporated under the *1965 University of Ottawa Act*, S.O. 1965, chapter 137, and headquartered in Ottawa, represented by the Vice-Dean, hereinafter called the “Recipient”.

The “Minister” and the “Recipient” are referred to individually as a “Party” or collectively as the “Parties”.

**WHEREAS** the Government of Canada reinstated and modernized the Court Challenges Program on February 7, 2017, and the Minister is responsible for the Court Challenges Program, hereinafter called the “Program”;

**WHEREAS** the Program must be implemented and managed by an agency independent of the Government of Canada;

**WHEREAS** funding decisions are to be made by two independent expert panels—one for official language rights and the other for human rights—with administrative support from and reporting to the independent body;

**WHEREAS** the Charter guarantees the rights and freedoms set out therein, including those of minorities, including official language minorities and historically disadvantaged groups in Canada;

**WHEREAS** the Program funding allows for the clarification and advancement of the rights covered by this Agreement;

**WHEREAS** the former Court Challenges Program and the Language Rights Support Program were merged under the new Program so that all previous funding commitments under these programs are honoured;

**WHEREAS** the Recipient has submitted to the Minister a funding proposal for Program administration; and

**WHEREAS** the Minister wishes to entrust Program administration to the Recipient for the period from 2023–24 to 2024–25;

**THEREFORE**, in consideration of their respective obligations set out below, the Parties agree to the following:

### 1. PURPOSE OF CONTRIBUTION

The Minister agrees to enter into this Contribution Agreement hereinafter referred to as “the Agreement” in order to grant financial assistance to the Recipient solely for the purpose of implementing and administering the Program, as described in Annex A of this Agreement entitled *Program Description, Specific Conditions and Budget*.

### 2. MAXIMUM AMOUNT OF CONTRIBUTION GRANTED BY MINISTER

Subject to all terms and conditions indicated in this Agreement being met, the Minister agrees to contribute a maximum amount of \$9,959,468 in respect of eligible expenses incurred by the Recipient to implement and administer the Program as described in Annex A.

### 3. TERM

- 3.1 This Agreement will take effect on the date when all parties will have signed and will cease, subject to its termination on a prior date, one year (365 days) after the expiration of the activity period as indicated in section 3.2.
- 3.2 Subject to termination, this Agreement covers the activities described in Annex A of this Agreement for the period commencing on April 1, 2023, and ending on March 31, 2025. Unless otherwise pre-authorized by the Minister, only goods and services rendered within this time period will be considered as eligible expenses.
- 3.3 All obligations of the Recipient will expressly, or by their nature, survive termination or expiration of this Agreement until, and unless, they are fulfilled, or by their nature expire.

#### **4. OBLIGATION TO INFORM THE PUBLIC**

The Recipient hereby agrees that a public announcement with respect to this Agreement may be made by the Minister in the form of a press release, press conference or otherwise and that all reasonable and necessary assistance in the organization of the public announcement, as the Minister sees fit, will be provided.

#### **5. PUBLIC ACKNOWLEDGEMENT OF FINANCIAL SUPPORT**

The Recipient must publicly acknowledge, in English and in French, the financial support received from the Government of Canada in all communication materials and promotional activities related to this Agreement, such as advertising, promotional and program materials, public announcements, speeches, websites, social media, etc., as stated in Annex E of this Agreement. However, the Minister may deem it advisable to withdraw the requirement for recognition of the federal funding by the Recipient.

The *Guide on the Public Acknowledgement of Financial Support* from the Department of Canadian Heritage (hereinafter called the “Department”) will assist the Recipient in complying with the requirements stated in Annex E of this Agreement. The Guide can be found at the following address: <https://www.canada.ca/en/canadian-heritage/services/funding/acknowledgement-financial-support.html>.

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## 6. NOTICE

Any notice, information or document required under this Agreement will be deemed given if it is delivered, sent by facsimile, email or mail. Any notice delivered in person will be deemed to have been received upon delivery; any notice sent by facsimile or email will be deemed to have been received one working day after it is sent; any notice that is mailed will be deemed to have been received eight working days after being mailed.

All notices must be sent to the following addresses:

To the Recipient:

University of Ottawa  
550 Cumberland Street  
Ottawa ON  
K1N 6N5

Attention:  
Jérémie Séror  
Vice-Dean, Faculty of Arts  
Tel.: 613-562-5745  
Email: [jseror@uottawa.ca](mailto:jseror@uottawa.ca)

To the Minister:

Department of Canadian Heritage  
25 Eddy Street, 13th floor  
Gatineau QC  
K1A 0M5

Attention:  
Flavie Major  
Director, International and Intergovernmental  
Affairs and Human Rights  
Tel.: 613-302-9239  
Email: [flavie.major@pch.gc.ca](mailto:flavie.major@pch.gc.ca)

## 7. DESCRIPTION OF THE AGREEMENT

This Agreement, including the following annexes that form an integral part of it and subsequent amendments to them, constitutes the entire agreement between the Parties and supersedes all previous agreements, documents, representations, negotiations, understandings and undertakings related to its subject matter. The Recipient acknowledges having read the Agreement and agrees with the contents. In the event of dispute or inconsistency between Annex A and annexes B and C, D, E, and F of this Agreement, Annex A will prevail.

- Annex A DESCRIPTION OF PROGRAM DELIVERY BY A THIRD PARTY, SPECIFIC CONDITIONS AND BUDGET
- Annex B FINANCIAL CONDITIONS
- Annex C GENERAL TERMS AND CONDITIONS
- Annex D REPORTING REQUIREMENTS
- Annex E PUBLIC ACKNOWLEDGEMENT OF FINANCIAL SUPPORT
- Annex F TERMS AND CONDITIONS OF ULTIMATE RECIPIENTS

**IN WITNESS WHEREOF, the parties hereto have signed this Agreement through duly authorized representatives.**

**The Recipient**

**The Minister**

**1st signatory**

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Print name

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Print name

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**2nd signatory**

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Print name

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Date

## ANNEX A

### DESCRIPTION OF PROGRAM DELIVERY BY A THIRD PARTY, SPECIFIC CONDITIONS AND BUDGET

#### A) Program description

##### 1. PROGRAM OBJECTIVES

The objectives of the Program are to:

- 1.1 Provide Canadians with financial support to access the courts for the litigation of test cases of national significance; and
- 1.2 Help assert and clarify certain constitutional and quasi-constitutional official language rights and human rights in Canada.

##### 2. FUNDING AREAS

For both Program components—Official Language Rights and Human Rights—the Program will provide financial assistance in three areas:

- 2.1 Development of test cases that have the potential to clarify rights covered by the Program, in order to support access to the courts;
- 2.2 Test case litigation, in order to support Canadians in presenting their views to the courts as well as to facilitate court decisions on novel issues; and
- 2.3 Legal interventions for those wishing to make arguments in test cases that are broader or have a different focus from the ones presented by the parties to the case, with a view to clarifying rights.

##### 3. RIGHTS COVERED BY THE PROGRAM

3.1 The Program will only support official language rights and human rights in the following areas:

3.1.1. Official language rights protected by:

- i. Sections 93 and 133 of the *Constitution Act, 1867*;
- ii. Section 23 of the *Manitoba Act, 1870*;
- iii. Sections 16 to 23 of the *Canadian Charter of Rights and Freedoms*, hereinafter called the “Charter”;
- iv. Any parallel constitutional provisions; and
- v. The linguistic aspect of freedom of expression in section 2 of the Charter when invoked in an official language minority case.

3.1.2. Justiciable parts (provisions for which a legal remedy may be sought) of the *Official Languages Act*, including:

- i. Section 4 of Part I (Proceedings of Parliament);
- ii. Sections 5 to 7 and 10 to 13 of Part II (Legislative and Other Instruments);
- iii. Part IV (Communications with and Services to the Public);
- iv. Part V (Language of Work);
- v. Part VII (Advancement of English and French); and
- vi. Section 91 (Staffing).

3.1.3. Human rights protected by the Charter under:

- i. Section 2 (fundamental freedoms, including freedom of religion, expression, assembly and association);
- ii. Section 3 (democratic rights);

- iii. Section 7 (right to life, liberty and security of the person);
  - iv. Section 15 (equality rights);
  - v. Section 27 (multiculturalism)—when raised in support of arguments based on equality rights; and
  - vi. Section 28 (gender equality).
- 3.2. Under this Agreement, the Program cannot review complaints, prosecutions or challenges presented solely:
- 3.2.1. In terms of provincial or territorial laws relating to the protection of official languages rights or human rights; or
  - 3.2.2. Against provincial or territorial laws, policies or practices other than those covered in section 3.1.1.

#### **4. THE PROGRAM MANAGER**

- 4.1. As a third-party delivery body, the Recipient agrees to undertake the activities necessary to implement, administer and promote the Program in an impartial, open and transparent manner, in accordance with the requirements set out in this Agreement.
- 4.2. The Recipient will be responsible for the overall administration of the Program, namely:
- 4.2.1 Establishing and operating the Program by:
    - i. Creating a work plan;
    - ii. Creating and maintaining the governance structure and related resources;
    - iii. Supporting expert decision-making panels in implementing the Program’s funding application process;
    - iv. Ensuring the effective transfer of active cases (old cases from the Court Challenges Program that are still active and current cases from the Language Rights Support Program) to the new Program and taking ownership of these cases;
    - v. Conducting a privacy impact assessment in consultation with the Department;
    - vi. Establishing and maintaining policies in the following areas: services in both official languages, processing and protection of personal information, financial management, conflicts of interest, reporting and accountability, service standards and Federal Identity Program; and
    - vii. Making Program information available to the general public through a website.
  - 4.2.2 Delivering the Program by:
    - i. Providing administrative support to expert decision-making panels (e.g., receiving funding applications and conducting pre-selection);
    - ii. Signing agreements with each applicant whose funding was approved, hereinafter the “Ultimate Recipient”; and
    - iii. Issuing payments to Ultimate Recipients as indicated by the expert decision-making panels.
  - 4.2.3 Conducting Program review by:
    - i. Developing a data collection and reporting strategy that includes performance measurement data and demographic data on applicants who apply for Program funding;
    - ii. Conducting an annual survey of Program users;
    - iii. Ensuring that all conditions of this Agreement are fulfilled; and
    - iv. Meeting reporting requirements.

- 4.2.4 Carrying out sound information management in accordance with the provisions of this Agreement, including:
  - i. Maintaining and updating, as required, all files pertaining to the Program;
  - ii. Ensuring that any document subject to solicitor-client privilege and stored in files is clearly identified as such; and
  - iii. Keeping closed files for a period of five years from the closure date for those files.
- 4.3 The Recipient will also be responsible for conducting basic activities for promoting the Program in order to maximize Program access, namely:
  - 4.3.1 Developing promotional material on the Program, including developing and maintaining a website that is accessible and available in both official languages; and
  - 4.3.2 Maintaining a corporate image for the Program that will be used on all promotional items and will distinguish the activities of the Program from those of the Recipient.
- 4.4 The Recipient will report to the Department on its activities and the use of the funds entrusted to it.

## **5. EXPERT PANELS**

- 5.1. To ensure that files funded by the Program are selected in an independent manner, decisions regarding Program funding are made by two independent expert panels, one of which is an expert panel on official languages and the other of which is an expert panel on human rights.
- 5.2. Each expert panel is composed of seven members appointed by the Minister having been selected based on their expertise in the relevant legal areas.
- 5.3. Expert panel members will sit until the Minister appoints replacements for them. Their terms are for a maximum of two to four years and are bestowed so that only three members will complete their terms in the same fiscal year.
- 5.4. The expert panels are independent of the Minister and report only to the Recipient.
- 5.5. Responsibilities of expert panels
  - 5.5.1 Establish and keep up to date a funding application process, including the development of eligibility criteria to ensure that cases approved for funding have both national significance and the potential to clarify rights;
  - 5.5.2 Establish and maintain terms of reference detailing how decisions will be rendered, and funding administered, within the limits of the Agreement; and
  - 5.5.3 Develop and maintain the panels' operating rules, including the member removal process.
  - 5.5.4 Expert panel members assess the merits of each case and approve only those cases that meet the Program's objective of clarifying rights, while ensuring compliance with the Program's eligibility criteria, decision framework and terms and conditions.
  - 5.5.5 Funding decisions are the exclusive responsibility of the expert panels.
- 5.6. In addition to reimbursing reasonable travel and accommodation expenses incurred by expert panel members (in accordance with Treasury Board directives), the Recipient will also provide panel members with an attendance fee up to a maximum of \$300 per day during the period when the expert panels meet.

## **B) SPECIFIC PROGRAM CONDITIONS**

### **6. ELIGIBILITY**

- 6.1. Applicants eligible for legal remedies are persons (individuals or groups of individuals) in Canada and organizations incorporated in Canada under provincial, territorial or federal law:
  - 6.1.1. Seeking to defend a right described in section 3 of this Annex; and
  - 6.1.2. Needing financial support to pursue a case.

- 6.2. Eligible costs for Program funding include the following:
  - 6.2.1. For the development of test cases that have the potential to clarify rights covered by the Program, costs associated with legal research and drafting, consultation and evidence development;
  - 6.2.2. For test case litigation, legal fees, legal research, drafting and consultation costs, and other costs associated with presenting cases before the courts; and
  - 6.2.3. For legal interventions, legal fees, legal, research, drafting and consultation costs or other costs associated with submitting arguments before the courts.
- 6.3. Interventions eligible to receive financial assistance must meet the eligibility criteria set out in section 6.1 and the following additional conditions:
  - 6.3.1. The intervention raises important arguments that have legal merit and contribute to the resolution of the legal issue(s) raised in the test case; and
  - 6.3.2. The arguments raised in the intervention have not been covered in substance by other parties or interveners in the case.
- 6.4. Test cases and test case development projects that are eligible to receive financial assistance must meet the eligibility criteria set out in section 6.1 and the following additional conditions:
  - 6.4.1. Funding to an applicant must be used to support test cases:
    - i. That will advance knowledge and the law as such, and will create precedents;
    - ii. That are both of national importance and have the potential to clarify one or more of the rights described in section 3 of this Annex; and
    - iii. That take into account both the spirit and the letter of the Charter and the *Official Languages Act*.
  - 6.4.2. The Program will not fund cases that have been addressed in a similar manner and resolved in court.
  - 6.4.3. Applications related to an admissible provision of the *Official Languages Act* must also meet the following three criteria:
    - i. A complaint must have been filed with the Commissioner of Official Languages in the case subject to the funding application and the complainant has the right to seek a court remedy in accordance with Part X of the *Official Languages Act*, under subsections 77(1), (2) and (3);
    - ii. The Commissioner of Official Languages will not appear before the court on the applicant's behalf pursuant to paragraph 78(1)(b); and
    - iii. The application is not an application for leave to intervene.
      - 6.4.3.1 No funding will be provided to the Commissioner of Official Languages.
- 6.5. With files for active cases from the former Court Challenges Program and the Language Rights Support Program being transferred to the Program, the Program will provide financial support to the Ultimate Recipients in these cases until all stages of the litigation process are completed, in accordance with the following requirements:
  - 6.5.1 Funding applications for these cases will be processed based on the Program's eligibility criteria and mechanisms.
  - 6.5.2 Separate funding applications must be submitted for each stage of the litigation process.
- 6.6 Expert panels have the right, at any time, to determine whether a case has ceased to be a test case and to re-evaluate the financial support for the Ultimate Recipient.

## 7. CATEGORIES OF ELIGIBLE EXPENDITURES

### 7.1. Administrative expenses

- 7.1.1. The Minister intends to finance, from the amount of Minister's annual contribution, the reasonable costs incurred by the Recipient to administer the Program. The reimbursement of eligible administrative expenses will not exceed 25% of the total funding granted annually under the Agreement.
- 7.1.2. Based on the needs identified in advance, accommodation costs for expert panel members will be eligible as Program administrative expenses. If necessary, the Minister may increase the threshold for administrative expenses in consultation with the Treasury Board Secretariat.
- 7.1.3. Program administrative expenses, including Program promotion costs, will be allocated proportionally between the two components, Official Language Rights and Human Rights.
- 7.1.4. Eligible expenditures are Program-related cash expenditures incurred to administer and promote the Program. Specifically, eligible expenditures may include, but are not limited to:
  - i. Costs associated with establishing the Program, and maintaining Program delivery and monitoring;
  - ii. Costs associated with application review;
  - iii. Costs associated with granting funding to Ultimate Recipients;
  - iv. Costs associated with the offer of service in both official languages, including translation costs;
  - v. Costs associated with the basic promotion of the Program, including the development and maintenance of an accessible website;
  - vi. Costs associated with reporting (for example, activity and results reports, financial reports); and
  - vii. Administrative costs that may include:
    - a) Audit and evaluation costs and indirect costs;
    - b) Administrative support costs for expert decision-making panels, including compensation and travel costs.
- 7.1.5. Reimbursements for travel costs that are eligible under the Program requirements will not exceed the amount in the budget (if specified) and will not exceed the rates allowed in the Government of Canada's Travel Directive. The Recipient must maintain appropriate original verifiable travel documentation on file. (Reference: [http://www.tbs-sct.gc.ca/pubs\\_pol/hrpubs/tbm\\_113/menu-travel-voyage-eng.asp](http://www.tbs-sct.gc.ca/pubs_pol/hrpubs/tbm_113/menu-travel-voyage-eng.asp).)
- 7.1.6. Capital expenditures, costs associated with international activities and costs associated with annual coordination and rights promotion meetings are not eligible.

### 7.2. Legal remedies

- 7.2.1. Eligible expenses for legal remedies include the amounts paid for forecast spending or reimbursements for expenses incurred by applicants for the development of test cases, trial litigation, each application for leave to appeal (or for leave to intervene) and for each appeal.
- 7.2.2. The expert panels will reconsider the advisability of funding a complainant or intervener in a case at each stage of the legal process.
- 7.2.3. Funding is administered according to area, activity and participant thresholds set by the expert panels. However, the expert panels may decide to reallocate funding from one activity to another, as they deem appropriate, and within the limit set out in the Agreement, to a maximum of \$500,000.
- 7.2.4. At the Recipient's recommendation, the expert panels may periodically review the scale of maximum amounts set out for all Ultimate Recipients in order to factor in such things as analyses of Ultimate Recipients' actual costs and inflation, and to

adjust amounts accordingly, taking into account the Program's financial resources. The Recipient must inform the Department of any changes.

7.2.5. The Program must publicize the maximum amounts of financial assistance payable to Ultimate Recipients.

7.3. A minimum amount of \$1.5 million will be dedicated to the Official Languages component, including administrative expenses and Program promotion expenses for this component. It will be up to the expert panels to agree on which official languages cases to fund in excess of the \$1.5 million minimum.

## **8. FUNDING TO THE ULTIMATE RECIPIENT**

8.1 Once the level of funding is established by the expert panels and the agreement is signed by the Ultimate Recipient, the approved amount of finding will be deposited into the trust account of the Ultimate Recipient's counsel. After the expenses have been incurred, the Ultimate Recipient will be required to submit receipts to the Recipient, which will authorize the reimbursement of expenses from counsel's trust account.

8.2 Any funds not spent in full by an Ultimate Recipient must be returned to the Recipient, which will report it to the Department. Unspent funds may be reallocated to the Program.

8.3 When an amount is awarded by a court following a trial and the Ultimate Recipient's expenses are covered in full, the Ultimate Recipient must reimburse the Recipient up to the amount allocated to legal remedies under the Program. The reimbursement will be prorated. This obligation will remain valid on termination or expiry of this Agreement: reimbursements can be made to any other organization designated by the Minister to administer the Program or to the Receiver General for Canada through the Department.

## **9. DESCRIPTION OF ACTIVITIES PROPOSED BY THE RECIPIENT**

9.1. As a third-part delivery body, the Recipient agrees to perform the activities necessary to manage and administer the Program in an impartial, open and transparent manner in accordance with the requirements set out in this Annex and in annexes B, D, E and F of this Agreement, and in particular by:

9.1.1. Ensuring that the funds are managed effectively by monitoring all financial aspects of the Program, including the disbursement of sums to Ultimate Recipients;

9.1.2. Ensuring that all reporting requirements are fulfilled, including the compilation, if necessary, of Ultimate Recipients' actual and anticipated results and the submission of any activity reports and financial reports to the Minister.

9.2. The Recipient will provide financial support only to eligible Ultimate Recipients and for activities and results that are clearly related to the objectives of the Program and the mandate of the Department of Canadian Heritage.

9.3. The Recipient must, upon the written request of the Minister and without delay, provide the Minister with:

9.3.1. The Recipient's operating plans, including annual performance expectations with respect to the contribution funding related to projects; and

9.3.2. A copy of the evaluation or audit reports on the use of funding by Ultimate Recipients when the Recipient is satisfied that all remedies have been exhausted or the case has been abandoned.

9.4. The Recipient recognizes that any information about Ultimate Recipients which the Recipient collects, generates, uses or discloses in administering the Program under the terms of this Agreement is collected, generated, used or disclosed for the purposes of administering the Program.

## **10. EXPECTED OUTCOMES/RESULTS AND HOW THEY WILL BE MEASURED**

The Recipient will at a minimum report on the achievement of the following results in the activity and results and outcomes reports.

10.1. Program administration

10.1.1. Results

i. Effective implementation and functioning of the Program.

#### 10.1.2. Performance indicators

- i. Staff is available on an ongoing or permanent basis;
- ii. Expert panel operating rules have been established;
- iii. Decision-making and tracking mechanisms have been established and are adhered to;
- iv. The information presented in reports is complete and detailed, and corresponds to the requirements of the Agreement;
- v. Reports are submitted on time;
- vi. Applicants have the information and documents needed to apply for funding;
- vii. Ultimate Recipients have an agreement with the Recipient and have the information and documents needed to submit reports and forms in accordance with the Program's requirements;
- viii. An annual survey is conducted with stakeholders, the legal community and Program users; and
- ix. The Canadian public is informed of the Program, including the number of visits to the Program's webpage.

#### 10.2. Legal remedies

##### 10.2.1. Results

- i. Individuals and groups have access to funding to initiate or participate in test cases pertaining to rights and freedoms covered by the Program;
- ii. Perspectives of individuals and groups that have received funding are presented before the courts in test cases;
- iii. Rights and freedoms covered by the Program are clarified; and
- iv. Official language rights and human rights are clarified and strengthened.

##### 10.2.2. Indicators

- i. The number and type of cases funded by the Program;
- ii. The number and type of case development files funded;
- iii. The number of individuals and groups funded by the Program who present their arguments before the courts as parties and interveners, broken down by type;
- iv. The number and type of decided cases that are funded under the Program each year;
- v. The annual number and nature of references to decided cases made in other cases or decisions;
- vi. The names of the cases funded under the Program and the outcome of litigation, namely, the decision made, the settlement reached or the abandonment of litigation, when the Recipient is satisfied that all remedies have been exhausted or the case has been abandoned; and
- vii. The number of applications received, broken down by type of rights and type of applicant.

- 10.2.3. "Type" refers to the impugned rights and freedoms and "decided cases" includes cases for which a decision has been made by any level of court.

## 11. OFFICIAL LANGUAGES REQUIREMENTS

- 11.1. The Government of Canada wishes, among other things and where appropriate, to promote English and French in Canadian society and support the development of official language minority communities. To support the government in achieving these objectives, the

Recipient will communicate and deliver Program-related services in English and French, as appropriate. In particular, the Recipient must:

- 11.1.1. Make announcements and/or prepare documents for Ultimate Recipients regarding the Program in the official language of their choice;
- 11.1.2. Actively offer Program-related services to Ultimate Recipients in the official language of their choice;
- 11.1.3. Encourage members of both official language communities to participate in the Program and ensure that the activities undertaken by the Recipient are carried out in a way that meets the needs of both communities; and
- 11.1.4. Ensure that all national communications aimed at the general public are provided in both official languages, as are all documents connected to the aforementioned communications.

## **12. ENVIRONMENTAL ASSESSMENT**

The Recipient must ensure that all activities and objectives subject to this Agreement comply with federal, provincial/territorial or municipal laws and the related laws and guidelines with respect to environmental matters. Nevertheless, all other legal and regulatory requirements and relevant constitutional obligations must be complied with.

## DETAILED BUDGET

### 12.1 2023–24 fiscal year

#### Revenues

<b>Funding source</b>	<b>Amount</b>
Department of Canadian Heritage	\$4,979,734
<b>Total revenues</b>	

#### Expenditures

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Expenditures by category</b>	<b>Total cost</b>	<b>Eligible expenditures Yes or No (note 1)</b>	<b>Amount approved</b>
Administrative expenses	\$1,196,840	YES	\$1,196,840
Legal remedies	\$3,782,894	YES	\$3,782,894
<b>Total expenditures</b>	<b>\$4,979,734</b>		<b>\$4,979,734</b>

Note 1: The transfer of funds between categories of eligible expenditures is only permitted in the situations described in section 5 of Annex B.

### 12.4 2024–25 fiscal year

#### Revenues

<b>Funding source</b>	<b>Amount</b>
Department of Canadian Heritage	\$4,979,734
<b>Total revenues</b>	

#### Expenditures

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Expenditures by category</b>	<b>Total cost</b>	<b>Eligible expenditures Yes or No (note 1)</b>	<b>Amount approved</b>
Administrative expenses	\$1,196,840	YES	\$1,196,840
Legal remedies	\$3,782,894	YES	\$3,782,894
<b>Total expenditures</b>	<b>\$4,979,734</b>		<b>\$4,979,734</b>

Note 1: The transfer of funds between categories of eligible expenditures is only permitted in the situations described in section 5 of Annex B.

## ANNEX B

### FINANCIAL CONDITIONS

#### 1. MAXIMUM AMOUNT OF CONTRIBUTION

- 1.1. Disbursements of the contribution to the Recipient will not exceed the following amounts for the applicable fiscal years, as per the payment breakdown and eligible expenses that will be incurred by the Recipient within the fiscal year for which they are allocated:

Federal government fiscal year 2023–24: \$4,979,734.00

Federal government fiscal year 2024–25: \$4,979,734.00

- 1.2. The federal government's fiscal year starts on April 1 and ends on March 31 of the following calendar year. For each individual fiscal year, only the goods and services received by the Recipient between April 1 and March 31 of the following calendar year are eligible for funding allocated for the applicable fiscal year.
- 1.3. The Recipient must confirm in writing the expenses to be incurred for the government's current fiscal year and in accordance with sections 1.1 and 1.2, above, no earlier than 60 days before the end of the federal government's fiscal year. In the event that the Recipient forecasts to incur fewer expenses than anticipated, the Minister will consider any request to adjust the following fiscal year's contribution, but the Minister will have no obligation to do so.

#### 2. REDUCTION/TERMINATION OF THE AGREEMENT

- 2.1. Any payment made under this Agreement is subject to the appropriation of funds by the Parliament of Canada and to the maintenance of current and forecasted program budget levels. Funding under this Agreement may be reduced or terminated at the Minister's discretion in response to the government's annual budget, a parliamentary, governmental or departmental spending decision, or a restructuring or reordering of the federal mandate and responsibilities that impact on the Program under which this Agreement is made.
- 2.2. In the event of a proposed reduction of funding or termination of the Agreement under section 2.1, above, the Minister may, upon giving the Recipient written notice of 90 days, reduce the funding or terminate the Agreement. Subject to the terms and conditions of this Agreement, in the event that funding is terminated under the Program, the Minister must reimburse the Recipient for any eligible costs incurred up to the end of that notice period. Termination releases the Department of its obligations under this Agreement, except with respect to eligible costs incurred by the Recipient prior to termination of the Agreement. It is agreed that these costs do not include payments to Ultimate Recipients that expire after the termination of this Agreement.
- 2.3. The Recipient may, upon giving written notice of 180 days, terminate the Agreement on one of the following grounds:
- 2.3.1 The administration or management of the Program creates an insurmountable financial burden for the Recipient; or
  - 2.3.2 The Recipient is faced with exceptional circumstances, such as labour disputes, threats to staff or cyberattacks, that prevent it from delivering the Program.
- 2.4 This Agreement may be terminated if the Minister and the Recipient agree that the Recipient cannot deliver the Program satisfactorily in accordance with the performance indicators set out in section 10.1.2 of Annex A of the contribution agreement.
- 2.5 The termination of this Agreement by the Recipient under section 2.3 ends the Recipient's obligations at the end of the notice period and releases the Recipient of the obligations under this Agreement, except for the obligation to pay any funding already granted to the Ultimate Recipients that expires after termination. The Minister will reimburse the Recipient for any eligible costs incurred up to the end of the notice period.
- 2.6 Upon receipt of a notice of termination, the Recipient will make no further commitments to the Program and will take all available precautions to reduce its liability for any outstanding commitments. The costs of any commitment to the Ultimate Recipients made by the Recipient after receipt of a notice of termination will not be considered eligible.
- 2.7 Should this Agreement be terminated or expire, the Minister may enter into an agreement with another organization of the Ministers choosing to deliver the Program. In such circumstances, the Recipient agrees to transfer all active files, including electronic data and documents collected for Program administration and activities governed by this Agreement, to any authority designated

by the Minister as the manager of the Program. By designating an authority to accept the transfer of active files, the Minister will comply with the Program's confidentiality obligations and solicitor-client privilege.

### **3. SURPLUS**

- 3.1. The Recipient acknowledges having, as part of its application for funding under the Program, disclosed to the Minister all anticipated funding sources, including cash or in-kind amounts from all levels of government and anticipated expenditures, for any activity or objective within the scope of the Program. These proposed sources of funding and anticipated expenditures are set out in the budget attached in Annex A. The Recipient further acknowledges that the Minister's approval of funding for the Program was based in part on the representations set out in the Budget.
- 3.2. When submitting interim reports as required under section 6 of this Annex, the Recipient will also declare any changes to the Program's sources of funding or anticipated expenditures.
  - 3.2.1. If total federal, provincial/territorial and municipal government funding for the activities and objectives set out in the Program exceeds 100 percent of the total costs incurred by the Recipient to carry out these activities and meet these objectives, the Recipient will reimburse the overpayment on a prorated basis. The Recipient will reimburse any excess to Canada. Until repaid to Canada, the excess amount constitutes a debt owing to His Majesty.
- 3.3. Notwithstanding section 3.2.1, above, in the event that a surplus is realized at the end of the last fiscal year of this Agreement, the Minister may recover the Minister's share of the surplus based on the Minister's prorated share of the funding.

### **4. DESCRIPTION OF ELIGIBLE EXPENDITURES**

- 4.1. The Recipient agrees that the Minister's contribution will be applied only to those eligible cash expenditures described in Annex A of this Agreement.

### **5. TRANSFER OF FUNDS BETWEEN EXPENDITURE CATEGORIES**

- 5.1. Except for the limited categories in section 7 of Annex A of this Agreement, the Recipient may transfer funds between eligible expenditure categories on consultation with the expert panels and in the following circumstances:
  - 5.1.1. After receiving written authorization from the Minister, if at least one expenditure category involved in the transfer represents an increase or a decrease exceeding 15% of the amount of funding approved for that category; and
  - 5.1.2. Without authorization from the Minister, provided that no expenditure category involved in the transfer would be subject to an increase or a decrease exceeding 15% of the amount of funding approved for that category.
- 5.2. The Recipient may transfer funds from one item to another within the same expenditure category without the Minister's authorization.
- 5.3. Transfers of funds between eligible expenditure categories must not change the nature of the Program.
- 5.4. Any transfer between expenditure categories must be in accordance with Annex A of this Agreement.

## 6. PAYMENT CONDITIONS

6.1 The Minister undertakes to pay the Recipient the contribution described in section 1.1 of this Annex, as follows:

6.1.1 The Recipient must submit the reports indicated in the schedules below. The reports must be certified by a person duly authorized by the Recipient. Payments are conditional upon receipt and acceptance by the Minister of these reports and compliance with the above conditions.

6.1.2 Advances are based on the Recipient's cash needs and cannot exceed 100% of the financial assistance granted for each fiscal year, except for the last fiscal year covered by the Agreement, for which advances may not exceed 95% of the financial assistance granted.

6.1.3 Payments to the Recipient will be adjusted for any difference between previous advance payments and actual eligible expenditures incurred.

### 6.1.4 2023–24 fiscal year

Reporting Requirements for the Recipient			Payment
Due date	Required documents	Required information	
Upon signature of agreement	Signed Agreement  Cash flow  Work plan 2023–24	Anticipated expenditures: April 1, 2023, to March 31, 2024  April 1, 2023, to March 31, 2024	Advance: for the period from April 1, 2023, to June 30, 2023
	No report required		Advance: for the period from July 1, 2023, to September 30, 2023
June 30, 2023	Final cash flow 2022–23  Final report on activities and results 2022–23	Actual expenditures: April 1, 2022, to March 31, 2023  April 1, 2022, to March 31, 2023	No advance to be issued
September 1, 2023	Cash flow  Interim activity report	Actual expenditures: April 1, 2023, to June 30, 2023  Anticipated expenditures: July 1, 2023, to March 31, 2024  April 1, 2023, to June 30, 2023	Advance: for the period from October 1, 2023, to December 31, 2023
November 1, 2023	Audited financial report 2022–23  Annual report 2022–23  Summary of all files	April 1, 2023, to March 31, 2024  <b>NOTE:</b> The period indicated above may require the submission of an audited financial report covering two fiscal years.  April 1, 2022, to March 31, 2023  August 2, 2017, to March 31, 2023	No advance to be issued
December 1, 2023	Cash flow	Actual expenditures: April 1, 2023, to September 30, 2023	Advance: for the period from

	Interim activity report	Anticipated expenditures: October 1, 2023, to March 31, 2024  April 1, 2023, to September 30, 2023	January 1, 2024, to March 31, 2024
February 1, 2024	Cash flow and written confirmation of expenditures to be incurred by March 31, 2024, under section 1.3 of Annex B	Actual expenditures: April 1, 2023, to December 31, 2024  Anticipated expenditures: January 1, 2023, to March 31, 2024	No advance to be issued

#### 6.1.5 2024–25 fiscal year

Reporting Requirements for the Recipient			Payment
Due date	Required documents	Required information	
<i>Advances cannot exceed 95% of the financial assistance granted for the 2024–25 fiscal year.</i>			
March 15, 2024	Cash flow  Work plan 2024–25	Anticipated expenditures: April 1, 2024, to March 31, 2025  April 1, 2024, to March 31, 2025	Advance: for the period from April 1, 2024, to June 30, 2024
	No report required		Advance: for the period from July 1, 2024, to September 30, 2024
June 30, 2024	Final cash flow 2023–24  Final report on activities and results 2023–24	Actual expenditures: April 1, 2023, to March 31, 2024  April 1, 2023, to March 31, 2024	No advance to be issued
September 1, 2024	Cash flow  Interim activity report	Actual expenditures: April 1, 2024, to June 30, 2024  Anticipated expenditures: July 1, 2024, to March 31, 2025  April 1, 2024, to June 30, 2024	Advance: for the period from October 1, 2024, to December 31, 2024
November 1, 2024	Audited financial report 2023–24  Annual report 2023–24  Summary of all files	April 1, 2023, to March 31, 2024  <b>NOTE:</b> The period indicated above may require the submission of an audited financial report covering two fiscal years.  April 1, 2024, to March 31, 2024  August 2, 2017, to March 31, 2024	No advance to be issued

December 1, 2024	Cash flow  Interim activity report	Actual expenditures: April 1, 2024, to September 30, 2024  Anticipated expenditures: October 1, 2024, to March 31, 2025  April 1, 2024, to September 30, 2024	
February 1, 2025	Cash flow and written confirmation of expenditures to be incurred by March 31, 2025, under section 1.3 of Annex B	Actual expenditures: April 1, 2024, to December 31, 2024  Anticipated expenditures: January 1, 2024, to March 31, 2025	

6.2 A final payment will be made upon receipt and acceptance of the following reports, certified by a person duly authorized by the Recipient:

Reporting Requirements for the Recipient			Payment
Due date	Required documents	Required information	
June 30, 2025	Final cash flow 2024–25  Final report on activities and results 2021–22	Actual expenditures: April 1, 2024, to March 31, 2025  April 1, 2024, to March 31, 2025	No advance to be issued
November 1, 2025	Audited financial report 2024–25  Annual report 2024–25  Summary of all files	April 1, 2024, to March 31, 2025  <b>NOTE:</b> The period indicated above may require the submission of an audited financial report covering two fiscal years.  April 1, 2024, to March 31, 2025  August 2, 2017, to March 31, 2025	Final payment

6.3 The reports required for the purpose of this section are as follows:

- 6.3.1 Cash flow as described in section 7.1 of this Annex;
- 6.3.2 Audited financial report as described in section 7.2 of this Annex;
- 6.3.3 Work plan and interim or final report on activities and results as described in Annex D of this Agreement;
- 6.3.4 Annual report as described in Annex D of this Agreement; and
- 6.3.5 Summary of all cases as described in Annex D of this Agreement.

## 7. FINANCIAL REPORTS

### 7.1 Cash flow

- 7.1.1 For the purposes of this Agreement, the cash flow must include all revenues and all actual and anticipated expenditures associated with Program management. This report must include a breakdown of revenues and expenditures according to the

expenditure categories set out in the budgets in Annex A of this Agreement and in accordance with section 7.3, below, on a quarterly or monthly basis, for the relevant funding period. Any other sources of revenues or expenditures added to the Program after the Agreement is signed must also be included. At the end of the government's fiscal year, however, any expenditures payable for goods and services must appear in the cash flow, even if the payment has not yet been made by the Recipient.

## 7.2 Audited financial report

7.2.1 For the purposes of this Agreement, the audited financial report must clearly include all of the Recipient's revenues and expenses for the Program funded under this Agreement for the relevant period. This report must show the revenues realized and expenditures incurred as per the expenditure categories set out in the budgets in Annex A of this Agreement and in accordance with section 7.3, below. In addition, any other sources of revenues or expenditures added under the Program after the Agreement was signed must also be included. The accounts must be audited by professional accountants who are independent of the organization and active members in good standing of a professional accounting association, in accordance with provincial regulations.

7.3 In addition to reporting on the expenditure categories set out in the budgets in Annex A of this Agreement, the financial reports must present expenditures taking into account:

7.3.1 All expenditures, both administrative and legal remedy expenses, must be broken down separately between the two Program components, Official Language Rights and Human Rights.

7.3.2 Administrative expenses: For cash flow, the expenditures related to the "Administrative Expenses" category must be broken down according to the following subcategories:

- i. Salaries, including the compensation (and benefits) of permanent and casual employees;
- ii. Attendance fee for the panel, including the fee received by panel members for their involvement in the panel's activities;
- iii. Fees, including the compensation of researchers or consultants, as well as the amounts paid for professional services;
- iv. Travel/accommodation, including all transportation (train, plane, taxi, etc.), meal and accommodation costs incurred as part of Program-related activities;
- v. Accommodation costs for certain expert panel members, as necessary;
- vi. Translation;
- viii. Operating expenses, including expenses such as rent, room rental, facilities, equipment, insurance, accounting, auditing, telephone, Internet, office supplies and postage that are directly connected with delivering the Program; and
- ix. Basic promotion.

7.3.3 Legal remedies: For cash flow, expenditures related to the "Legal Remedies" category must be broken down according to the following subcategories:

- i. Test case development;
- ii. Litigation: trials and appeals; and
- iii. Legal interventions.

## 8. ADVANCE PAYMENTS

8.1. Where the terms of the Agreement permit advance payments to be made, such advance payments will be considered debts owing to His Majesty until such time as the Recipient has accounted for said payments in accordance with the terms of the Agreement and to the Minister's satisfaction.

8.2. The Minister may withhold the payment of an advance or holdback pending the completion of any audit of the Recipient's books and records by auditors appointed by the Minister, as set out in section 11 of this Annex.

## 9. TAX CREDIT

The Minister will not refund, to the Recipient, the tax on goods and services for which the Recipient is entitled to claim a tax credit or refund.

## 10. OVERPAYMENT

- 10.1. Where, for any reason, the Recipient is not entitled to the contribution or the Minister determines that the amount of the contribution disbursed exceeds the amount to which the Recipient is entitled, any such amount is a debt owing to His Majesty and is recoverable as such.
- 10.2. When the Recipient's final financial report on revenues and expenditures is completed and an overpayment is identified, the Recipient must forward a reimbursement cheque to the Department for the amount of the overpayment, payable to the Receiver General for Canada. The due date for the reimbursement will be the date of submission of the final financial report and the final activity/results report to the Minister.
- 10.3. When the Minister or the Minister's agents perform a financial analysis or an audit of the Recipient's financial statements and an overpayment is identified, the overpayment must be repaid to His Majesty no later than 30 days after the date of the notice by the Minister.
- 10.4. Where any amount owing to His Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set off against any sum of money that may be due or payable to the Recipient.

## 11. AUDIT

- 11.1. The Minister reserves the right to audit or cause to have audited the accounts and records of the Recipient and Ultimate Recipients for a period of up to five years after the end of this Agreement to ensure compliance with the terms and obligations of the Agreement. The scope, coverage and timing of such an audit will be determined by the Minister and, if conducted, may be carried out by employees of the Department or its agents. The Recipient will make available and ensure that Ultimate Recipients make available to auditors, in a timely manner, any records, documents and information that the auditors may require.
- 11.2. The Recipient acknowledges that in accordance with section 7.1 of the *Auditor General Act* (Reference: <https://laws-lois.justice.gc.ca/eng/acts/a-17/page-2.html>), R.S.C. 1985, c. A-17, the Auditor General may, at the Auditor General's own cost, conduct compliance audits or performance evaluations with respect to this Agreement. The Recipient must cooperate with the Minister and the Minister's representatives or agents relative to any such compliance audit or performance evaluation and must grant same access to the Recipient's documents, records and premises as required by the Minister or the Minister's representatives or agents for purposes of such audit or evaluation. The auditor may, at the auditor's discretion, discuss any concerns raised in such compliance audits or performance evaluations with the Recipient and with the Minister. The results may be reported to Parliament in a report of the Auditor General.
- 11.3. The Recipient agrees to adhere to generally accepted accounting practices and principles and to keep and make available to the Minister's representatives, for examination and audit, its books, accounts and registers of all revenues and expenditures in relation to the Program funded under this Agreement.

## 12. INTEREST

- 12.1. Any overpayment remaining owing and unpaid will carry interest calculated and compounded monthly at the average Bank of Canada rate, within the meaning of such expression as contained in the *Interest and Administrative Charges Regulations*, SOR/96-188 (Reference: <https://laws-lois.justice.gc.ca/eng/regulations/SOR-96-188/>), plus three percent from the due date to the settlement date.
- 12.2. Any interest earned by the Recipient on the Minister's contribution must be accounted for and reported by the Recipient. The earned interest may be retained by the Recipient, provided it is used to cover eligible Program costs.

## 13. LATE CLAIMS

The Minister will not be held to pay bills or other expenditures after the end date of the Agreement as indicated at section 3.1 (see first page of the Agreement).

**ANNEX C**  
**GENERAL TERMS AND CONDITIONS**

**1. REPRESENTATIONS AND WARRANTIES BY THE RECIPIENT**

The Recipient represents and warrants:

- 1.1. That it has the capacity and authority to enter into this Agreement to carry out the Program; that it knows of no reason, fact or event, current, imminent or probable, that would diminish this capacity and authority; and that it has obtained all permits, licenses, consents and other authority necessary to carry out the Program;
- 1.2. That it holds sufficient intellectual property rights for the conduct of the Program or the exploitation of any intellectual property resulting thereof;
- 1.3. That, for the duration of this Agreement, it has no interest, pecuniary or otherwise, in any matter that would put it in an actual or apparent conflict of interest;
- 1.4. That the description of the Program in Annex A accurately reflects what it intends to do, that the information contained therein is accurate, and that all relevant information has been disclosed;
- 1.5. That it will declare any amount owing to the federal government under legislation, contract or contribution agreements during the term of this Agreement and that it recognizes that amounts due to the Recipient may be withheld to offset amounts owing to the government; and
- 1.6. That no current or former public servant or public office holder who is not in compliance with the provisions of the *Conflict of Interest Act*, S.C. 2006, c. 9 (Reference: <https://laws-lois.justice.gc.ca/eng/acts/C-36.65/>), with the *Values and Ethics Code for the Public Sector* and the *Policy on Conflict of Interest and Post-Employment* (Reference: <https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=25049>, <https://www.tbs-sct.canada.ca/pol/doc-eng.aspx?id=25178>), member of the House of Commons or senator who is not in compliance with the *Conflict of Interest Code for Members of the House of Commons* (Reference: <https://www.ourcommons.ca/procedure/standing-orders/appa1-e.html>) or the *Conflict of Interest Code for Senators* (Reference: <https://seo-cse.sencanada.ca/en>), or anyone else bound by other values and ethics codes applicable to government or specific recipients, will derive a direct benefit from this Agreement, unless the provision or receipt of the benefit is in compliance with the legislation or codes.

**2. OBLIGATIONS OF THE RECIPIENT**

- 2.1. During the term of this Agreement, the Recipient must:
  - 2.1.1. Take all necessary actions to maintain itself in good standing, to preserve its legal capacity and to inform the Minister without delay of any failure to do so;
  - 2.1.2. Upon the written request of the Minister and without delay, provide any information as the Minister may require concerning this Agreement, subject to solicitor-client privilege, unless written authorization is obtained from the person to whom the privilege belongs;
  - 2.1.3. Take measures conducive to creating a workplace free from harassment, abuse and discrimination;
  - 2.1.4. Disclose to the Minister, without delay, any fact or event that would or might compromise the Program's chances of success or the Recipient's ability to carry out any of the terms and conditions of this Agreement, either immediately or in the long term, including but not limited to, harassment, abuse or discrimination in the workplace, and pending or potential lawsuits and audits;
  - 2.1.5. Ensure access by the Minister, the Minister's authorized representatives and the Auditor General of Canada to its premises at all reasonable times and upon not less than two weeks' notice for audit and evaluation purposes;
  - 2.1.6. Ensure access by the Minister, the Minister's authorized representatives and the Auditor General of Canada to any of the Recipient's real property under the ownership or control of the Recipient where any part of the Program is being carried out, at any time and during reasonable hours, to monitor Program implementation. The Recipient must provide to the Minister or to the Minister's representatives all necessary assistance and documentation as may be necessary for the carrying out of this monitoring function;
  - 2.1.7. Where practicable, adopt a competitive process for procurement of goods and services for the Program that enhances access, transparency, competition and fairness and results in

best value. The Recipient agrees to ensure that a reasonable number of suppliers are given an opportunity to bid and should avoid situations where there may be a bias toward awarding a contract for goods or services for the Program to a specific person or entity; and

- 2.1.8. Ensure that during the term of this Agreement, any persons engaged in the course of carrying out the Agreement conduct themselves in compliance with the principles of the *Values and Ethics Code for the Public Sector*. Should any such interest be acquired during the life of the Agreement that would cause a conflict of interest or seem to cause a departure from the principles, the Recipient must declare it immediately to the Minister's representative.

### **3. CERTIFICATION – CONTINGENCY FEES**

- 3.1. The Recipient certifies that it has not directly or indirectly paid or agreed to pay and agrees that it will not directly or indirectly pay a contingency fee for the solicitation, negotiation or obtainment of this Agreement to any person.
- 3.2. All accounts and records pertaining to the payment of fees or other compensation for the solicitation, obtainment or negotiation of the Agreement are subject to the audit provisions of the Agreement (Annex B, section 11).
- 3.3. If the Recipient certifies falsely under this section or is in default of the obligations contained therein, the Minister may either terminate this Agreement for default or recover from the Recipient, by way of reduction of the contribution or otherwise, the full amount of the contingency fee.

### **4. APPLICABLE LEGISLATION**

- 4.1. The Recipient must ensure that the Program is carried out in compliance with all applicable statutes, regulations, orders, standards and guidelines and must ensure that any program subcontractor is subject to the same obligations.
- 4.2. This Agreement will be governed by and interpreted in accordance with the applicable laws of the province of residence or main place of business of the Recipient.
- 4.3. Any person lobbying on behalf of the Recipient must be registered pursuant to the *Lobbying Act*, R.S.C. 1985, c. 44 (4th Supp.).

### **5. CONFIDENTIALITY, ACCESS TO INFORMATION AND RECORDS TO BE KEPT**

- 5.1. The Recipient agrees that:
  - (a) Any information of a confidential nature related to the Program resulting in the funding to which the Recipient or its employees or agents become privy will be treated as confidential and will not be disclosed to third parties, unless such a disclosure is made in accordance with the spirit and intent of the *Access to Information Act*, R.S.C. 1985, c. A-1, and any applicable law; and that
  - (b) Any personal information related to the Program to which the Recipient or its employees or agents become privy must be adequately protected against unauthorized use or disclosure and must not be disclosed to third parties, unless such a disclosure is made in accordance with the spirit and intent of the *Privacy Act*, R.S.C. 1985, c. P-21, and any applicable law.
- 5.2. The Recipient acknowledges that the Minister is subject to the *Access to Information Act*, R.S.C. 1985, c. A-1, and the *Privacy Act*, R.S.C. 1985, c. P-21, and acknowledges that the Department may be required to disclose information under those Acts.
- 5.3. The Recipient consents to the public disclosure by the Department of the following information: the Agreement itself, amounts advanced as eligible expenditures, the criteria used for calculating payments, data showing the activities supporting such payments, and analysis, audit and evaluation reports relating to the Program. The Minister must ensure that any public disclosure respects all legal requirements to protect personal information and third-party information.
- 5.4. Protection of solicitor-client privilege
  - 5.4.1. The Parties agree that the files, information, data or documents relating to the Program that are subject to solicitor-client privilege and identified as such may not be disclosed or transferred to the Minister or the Minister's employees or agents unless written authorization is obtained from the person to whom the privilege belongs or required by law.

5.4.2. The Parties acknowledge that the disclosure of information under this Agreement does not negate the existence of a privilege or constitute a waiver of such a privilege, and even if protected information is disclosed under this Agreement, the privilege will be maintained for all other purposes.

5.5. Unless otherwise agreed to by the Parties, the Recipient must keep all records, information, databases, audit and evaluation reports, and any other documentation related to activities and associated expenditures and costs for a period of five years from the expiration or termination of this Agreement and, during the same time period, at the Minister's request, give reasonable access to Department representatives to any records or documents so that they can verify how the grant is being used and whether the terms and conditions applicable to this Agreement are being complied with.

## **6. ASSET DISPOSAL (applicable only if the Agreement allows reimbursement of capital expenditures)**

For any asset purchase (furniture, equipment, vehicles, immovable assets, etc.) that has a cost of over \$2,000, the Recipient must:

6.1. Subject to section 6.3, preserve and maintain the assets acquired with contribution funds and use them for the purposes of the funded activities during the term of this Agreement unless:

6.1.1. Written exemption from this requirement is obtained from the Minister;

6.1.2. The Minister authorizes the disposition of the asset;

6.1.3. Replacement of assets subject to wear is necessary; or

6.1.4. Assets that have become outdated require replacement.

6.2. Subject to section 6.3, the Recipient agrees that, upon termination of this Agreement (if this termination precedes expiration of this Agreement), and if directed to do so by the Minister, any assets referred to in section 6.1 that have been preserved by the Recipient will be:

6.2.1. Sold at fair market value with the funds realized from such a sale being applied to the eligible cost expenditures of the Program to offset the Minister's contribution to the eligible cost expenditures of the Program;

6.2.2. Turned over to another organization or person designated or approved by the Minister; or

6.2.3. Disposed of in such other manner as may be determined by the Minister.

6.3. The Recipient agrees to preserve and maintain the immovable assets acquired with contribution funds and use them for the purpose for which they were acquired for a period of 10 years after the term of this Agreement, or after its termination, if earlier, unless written exemption from this requirement is obtained from the Minister. If directed to do so by the Minister, any such immovable assets that are to be disposed of by the Recipient must be:

6.3.1. Sold at fair market value with the funds realized from such a sale being reimbursed to His Majesty based on a pro-rata share of the funding toward the immovable assets. Until repaid to His Majesty, the excess amount constitutes a debt owing to His Majesty. Where any amount due to His Majesty has not been repaid, an amount equal to the amount due may be retained by way of deduction from or set off against any sum of money that may be due or payable to the Recipient;

6.3.2. Turned over to another organization or person designated or approved by the Minister; or

6.3.3. Disposed of in such other manner as may be determined by the Minister.

## **7. LIABILITY**

7.1. The Minister and the Minister's employees and agents will not be held liable for any injury, including death to any person, or for any loss or damage to property of the Recipient or for any obligation of the Recipient or anyone else, incurred or suffered by the Recipient or its employees, agents or voluntary workers in carrying out the Program, including where the Recipient has entered into loans, capital leases or other long-term obligations in relation to this Agreement.

7.2. Where the Recipient is entering into a loan, a capital lease or other long-term obligation in relation to the activity or deliverable for which Minister's Contribution is disbursed, the Recipient must not incur any obligation on behalf of the Minister and must ensure that any agreement in respect

thereof expressly relieves the Minister of any liability for non-performance by the Recipient or damages caused by the Recipient.

- 7.3. Where the Recipient is an unincorporated organization, it is agreed by the representatives of the Recipient signing this Agreement on behalf of the Recipient, that it will be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the Recipient under this Agreement.

## **8. INDEMNIFICATION**

- 8.1. The Recipient indemnifies and saves harmless the Minister and the Minister's employees and agents from and against all claims, losses, damages, costs, expenses, including reasonable solicitor/client fees, administrative fees and disbursements, and all claims, demands, actions and other proceedings made, sustained, brought, prosecuted, or threatened to be brought or prosecuted in any manner, based upon, occasioned by or attributable to an injury to or the death of a person, an environmental effect or damage to or loss of property arising directly or indirectly and whether by reason of anything done as a result of any willful or negligent act or delay on the part of the Recipient, its employees, agents or voluntary workers in carrying out the Program, except that the Minister may not claim indemnification under this section to the extent that the injury, loss or damage has been caused by the Minister or the Minister's employees or agents.
- 8.2. In the event that either the Minister or the Recipient is named in an action or a proceeding relating to this Agreement or relating to activities undertaken pursuant to or as a result of this Agreement in which liability is at issue, the party or parties named must notify the other party, and the named party may defend the action or proceeding in its own name and at its own cost. If the named party believes that the other party has administration or control of any material having potential evidentiary value in such action or proceeding, the named party may request access to such material for purposes of the litigation. The unnamed party may, however, refuse such access, if it is of the view that disclosure of the material would be to its interest or its obligations under the law. The unnamed party must refrain from any extrajudicial conduct which would prejudice the successful conclusion of the action or proceeding.

## **9. INSURANCE**

The Recipient will, through an appropriate, comprehensive general liability insurance with a coverage of not less than \$2,000,000 inclusive per occurrence for each peril, cover any liability resulting from anything done or omitted by the Recipient or its employees, agents or voluntary workers, and expert panel members in carrying out the Program or this Agreement.

## **10. DEFAULT AND REMEDIES**

- 10.1. The following constitute events of default:
- 10.1.1. The Recipient becomes bankrupt or insolvent or is placed in receivership or takes the benefit of any statute relating to bankrupt and insolvent debtors;
  - 10.1.2. An order is made or a resolution is passed for the winding-up of the Recipient or the Recipient is dissolved;
  - 10.1.3. In the Minister's opinion, there is a change in risk that would jeopardize the success of the Program;
  - 10.1.4. The Recipient, either directly or through its representatives, makes or has made a false or misleading statement or representation in respect of any matter related to this Agreement other than in good faith to the Minister;
  - 10.1.5. In the Minister's opinion, a term, condition, commitment or obligation provided for in the Agreement has not been respected or complied with; and
  - 10.1.6. The Recipient is no longer eligible under the "Eligibility Criteria" of the Program.
- 10.2. Where there is a default or where, in the Minister's opinion, there is likely to be a default under this Agreement, the Minister may reduce the contribution level, suspend any payment, make arrangements under particular terms and conditions so that the Program will be completed or continued by another Recipient, rescind this Agreement and immediately terminate any financial obligation arising out of it and require repayment of amounts already paid.
- 10.3. The fact that the Minister refrains from exercising a remedy or any right herein should not be considered to be a waiver of such remedy or right and, furthermore, partial or limited exercise of a remedy or right conferred on the Minister does not prevent the Minister in any way from later exercising any other remedy or right under this Agreement or other applicable law.

- 10.4. Notwithstanding anything else provided for in this section, the Minister may not terminate this Agreement unless the Minister has served written notice to the Recipient of the event of default and the Recipient has failed to remedy the default within a period of 30 days from the date that the written notice was served. At the expiration of the 30 days, the Minister may terminate this Agreement and rely on any remedy provided for under this Agreement if the Minister deems that the Recipient has not remedied the event of default in a satisfactory manner. The Minister must reimburse the Recipient for any Eligible Costs incurred up to the effective date of termination.

## **11. EVALUATION**

- 11.1. The Minister and the Recipient agree on the importance of assessing what has been accomplished in terms of the defined objectives and expected results outlined in this Agreement.
- 11.2. The evaluation of the Agreement is a joint concern of the Minister and the Recipient. To this end, the Recipient agrees:
- 11.2.1. That it will provide activity reports in a way that shows progress in relation to the defined objectives and expected results of the Program and participate in any evaluation of the Program as required and as mutually agreed upon; and
- 11.2.2. That the Minister reserves the right at any time during the term of the Agreement and for a period of up to five years after the end of this Agreement to make an evaluation to ensure compliance with the terms and conditions of the Agreement.

## **12. PARTNERSHIP**

- 12.1. The Parties acknowledge that this Agreement does not constitute an association for the purpose of establishing a partnership or joint venture and does not create an agency relationship between the Minister and the Recipient, and that it in no way implies any agreement or undertaking to conclude any subsequent agreement.
- 12.2. The Recipient must not represent itself as being a partner, co-contractor, employee or agent of the Minister in carrying out the Program referred to in this Agreement.

## **13. ASSIGNMENT AND SUBCONTRACTORS**

The Recipient must not assign this Agreement or any part thereof or any payments to be made thereunder without the written permission of the Minister, but nothing precludes the Recipient from enlisting the assistance of others in carrying out the obligations under this Agreement.

## **14. DISPUTE RESOLUTION**

In the event of a dispute arising under the terms of this Agreement, the Parties agree to make a good faith attempt to settle the dispute. The Parties agree that nothing contained in this provision affects, alters or modifies the rights of the Minister under the Default and Remedies provisions of this Agreement.

## **15. AMENDMENTS**

This Agreement may be amended by the mutual written consent of the Parties hereto. To be valid, any amendment to this Agreement must be in writing and must be signed by the Parties hereto or by their duly authorized representatives while this Agreement is in effect.

## **16. INTELLECTUAL PROPERTY**

Any intellectual property developed as a result of the Program will belong to the Recipient.

## **17. SUCCESSORS**

This Agreement is binding on the Parties and their successors and assigns.

**ANNEX D**  
**REPORTING REQUIREMENTS**  
**INTERIM OR FINAL ACTIVITY/RESULTS REPORTS**

**1. RESULTS AND ACTIVITY REPORTS**

1.1 Work plan

1.1.1 At the beginning of each fiscal year, the Recipient must submit its work plan confirming its projection of key Program-related activities during the relevant fiscal year.

1.2 Interim or final activity/results report

1.2.1 Interim activity and results reports will report on the progress set out in the work plan.

1.2.2 Final activity and results reports will include the following:

- i. An overview of the activities carried out by the Recipient and the expert panels, as set out in the work plan;
- ii. A report on the anticipated results and performance indicators;
- iii. The names of the cases funded under the Program and the outcome of litigation, i.e., the decision made, the settlement reached or the abandonment of litigation, when the Recipient is satisfied that all remedies have been exhausted or the case has been abandoned; and
- iv. The results of annual surveys.

1.3 Annual reports

1.3.1 Annual reports will include:

- i. A summary report of all cases that were approved for funding;
- ii. The level of decisions made by the courts in cases for which financial assistance was obtained;
- iii. A summary description of all major Program activities undertaken;
- iv. The names of the cases funded as part of the Program and the outcome of the disputes when the Recipient is satisfied that all remedies have been exhausted or the case has been abandoned; and
- v. The frequency of meetings for the two expert panels over the past year.

1.3.2 Annual reports will be based on the presentation of the information attached to the annual reports provided as part of the former Court Challenges Program.

1.3.3 The annual report will be a public document that will be posted on the Program's website.

**2. SUMMARY OF ALL FILES**

2.1 The Recipient will provide the Minister with a summary of all cases funded under the Agreement. This summary will include information on:

2.1.1 The type of case (*test case development, test case litigation and legal interventions*);

2.1.2 The component (*Official Language Rights or Human Rights*);

2.1.3 The area or right covered;

2.1.4 The type of applicant (*group or individual*);

- 2.1.5 The number of cases per region (*province, territory or national*);
  - 2.1.6 Whether an out-of-court settlement was reached or a court decision rendered;
  - 2.1.7 The application approval date;
  - 2.1.8 The case completion date; and
  - 2.1.9 The connections among cases.
- 2.2. Cases transferred from previous programs should be presented separately.

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## ANNEX E

### PUBLIC ACKNOWLEDGEMENT OF FINANCIAL SUPPORT

#### 1. GENERAL

- 1.1. The Program as referenced in this Annex means any activity for which the Recipient has been funded either in whole or in part by the Minister.
- 1.2. The “Acknowledgement Guide” as referenced in this Annex is the [Guide on the Public Acknowledgement of Financial Support](#), which is incorporated into this Agreement by reference and forms part of it.
- 1.3. The “Wordmark” as referenced in this Annex means the “Canada” Wordmark. The style and use of the Wordmark are outlined in the [Acknowledgement Guide](#).
- 1.4. The Acknowledgement “Text” as referenced in this Annex is: “This Program has been made possible in part by the Government of Canada.”, “*Ce projet a été rendu possible en partie grâce au gouvernement du Canada*”. Other acceptable variations of the Text are indicated in the [Acknowledgement Guide](#).
- 1.5. The Recipient is encouraged to contact the Minister for any questions about the items in this Annex.

#### 2. EQUAL ACKNOWLEDGEMENT

- 2.1. The Recipient must acknowledge the Government of Canada’s support in at least equal prominence, proportion and duration as any other funding party, supporter or sponsor who has made a similar financial or in-kind contribution to the Recipient in support of the Program.
- 2.2. The requirement to acknowledge Government of Canada support as set out in this Annex applies to media or public activities undertaken by the Recipient that are related to promoting the Program that has been funded either in whole or in part by the Government of Canada. This requirement is applicable for the duration of this Agreement. However, the Minister may deem advisable to withdraw, either in whole or in part, the requirement for funding acknowledgement by the Recipient.

#### 3. OFFICIAL LANGUAGES

The Recipient must acknowledge the Government of Canada’s support in English and in French, in accordance with the terms and conditions set out in this Annex.

#### 4. ACKNOWLEDGEMENT ACTIVITIES

##### 4.1. Printed materials, promotional items, clothing

- 4.1.1. The Recipient must display the Wordmark and, where space allows, the Text on all printed materials, marketing materials, public reports, publications and media products (including news or media releases, backgrounders, media kits and media advisories) issued in any format, including print and electronic. Where materials are online, the Wordmark will link to the Government of Canada website at <http://www.canada.ca>;
- 4.1.2. The Recipient must display the Wordmark on any promotional items related to the Program if the logos of other sponsors, supporters or funding parties are to be displayed;
- 4.1.3. The Recipient must display the Wordmark on uniforms or clothing related to the Program. Acknowledgement on clothing must be pre-approved by the Minister.

##### 4.2. Social media

- 4.2.1. In order to allow the Minister to share or retweet information about the Program, including photos and videos, the Recipient must provide the Minister with the addresses of all social media accounts (Twitter, Facebook, YouTube, Flickr or others) where the Recipient publishes Program-related content, if applicable. The Recipient must send its list of social media accounts via email to this address: [social.media@pch.gc.ca](mailto:social.media@pch.gc.ca).
- 4.2.2. The Recipient must follow the Department on social media by subscribing to the Twitter account [@CdnHeritage](#) and Facebook page at

<https://www.facebook.com/CdnHeritage> and is invited to share content with its own subscribers, if applicable.

#### **4.3. Milestones**

- 4.3.1. The Recipient must give the Minister an opportunity to participate in all milestones related to the Program and must inform the Department of the activities planned for these events at least 28 days in advance.

#### **4.4. News releases**

- 4.4.1. The Recipient must acknowledge the Government of Canada's contribution in all media releases that refer to funding sources for the funded project. The recommended sentence is: "This project has been made possible in part by the Government of Canada", "*Ce projet a été rendu possible en partie grâce au gouvernement du Canada*".

#### **4.5. Websites and applications**

- 4.5.1. The Recipient must display the wordmark and text on the page or section where the logos of other sponsors, supporters or funding parties are to be displayed, on each website and application related to the Program that is intended for the public and is managed by the Recipient. The online versions of the wordmark must link to the Government of Canada website at <http://www.canada.ca>.

#### **4.6. Advertisements, public service announcements**

- 4.6.1. Except in circumstances where acknowledgement would infringe upon the rights of a specific sponsorship arrangement or where contractual obligations preclude such acknowledgement, the Recipient must acknowledge the Government of Canada's support in every advertisement and advertorial (including paid or free placements and public service announcements), in any format including but not limited to print, electronic, and video, using the Wordmark if the logos of other sponsors, supporters or funding parties are to be displayed;
- 4.6.2. The Recipient must also provide the Government of Canada with an opportunity to include its own message if similar messaging is to be included by any other sponsor, supporter or funding party. Space allocated for such messaging will be at least of equal size, duration and prominence of that of any other sponsor, supporter or funding party.
- 4.6.3. The Recipient must provide space for a public service announcement (a half page to one full page) or a Minister's message in any Program guide, user guide, activity guide or insert for distribution to the public for the Program, whether these items be in printed, electronic or any other format. For a Minister's message, the Recipient must contact the Minister at least 20 business days in advance of the printing date.

#### **4.7. Verbal acknowledgement**

- 4.7.1. The Recipient must acknowledge the Government of Canada's support verbally during any speaking opportunities at media events or activities related to the funded Program (including milestone events, media interviews, etc.) before, during and after the funded Program;
- 4.7.2. Such acknowledgement must be made by either the Recipient or by the most senior representative of a Recipient organization in attendance. Sample verbal acknowledgement texts are available in the [Acknowledgement Guide](#).

## ANNEX F

### TERMS AND CONDITIONS OF ULTIMATE RECIPIENTS

#### 1. GENERAL

For the purposes of this Annex, the term “Ultimate Recipient” means the person that will receive financial support from the Recipient out of the funds contributed by the Minister under this Agreement.

#### 2. GENERAL ADMINISTRATION

2.1. The Recipient must inform the Ultimate Recipient of the terms and conditions of this Agreement and must:

- 2.1.1. Make announcements and/or prepare documents for Ultimate Recipients concerning the Program in the official language of their choice;
- 2.1.2. Actively offer Program services to Ultimate Recipients in the official language of their choice;
- 2.1.3. Encourage members of both official language communities to participate in the Program and ensure that activities undertaken by the Recipient are done in such a manner that they meet the needs of both communities; and
- 2.1.4. Ensure that any nationwide communication is provided in both official languages and that any related documents are available in both official languages.

2.2. In view of the range and varied needs of persons that may participate in or benefit from the Program being carried out with the financial support of the Minister, including Ultimate Recipients, the Recipient must establish for the benefit of and communicate to these persons appropriate service standards for the delivery of the Program:

- 2.2.1. Setting reasonable timeframes for the processing of funding application requests;
- 2.2.2. Ensuring that the processing of funding application requests is carried out with fairness; and
- 2.2.3. Favouring the development and implementation of procedures and guidelines that facilitate quality management of the program at the best value for money, in a professional manner, and using qualified personnel or contractors.

2.3. For the entire duration of this Agreement, the Recipient must, in collaboration with the expert panels, establish application procedures providing for a clear, transparent and open decision-making process regarding the selection of Ultimate Recipients and providing for a description of the Recipient’s responsibilities in this process.

2.4. The Recipient must solicit and the expert panels must evaluate and approve funding applications in accordance with the following requirements and principles:

- 2.4.1. Ultimate Recipients must demonstrate that they are eligible for funding;
- 2.4.2. Ultimate Recipients must demonstrate their ability to properly manage the financial component of the Program, namely, by ensuring that the allocated budget is accurate and reasonable in view of the envisaged activities.

2.5. The Recipient must require Ultimate Recipients to disclose in their funding applications or as part of their annual budgets, all proposed sources of funding, including cash and in-kind contributions from all levels of government, for any activities within the scope of the Ultimate Recipients’ Program.

2.6. The Recipient must provide Ultimate Recipients with the necessary advice and support to assist them in completing their application. The Recipient must also take appropriate measures to ensure that the Ultimate Recipients comply with the terms and conditions of their agreements with the Recipient. Where appropriate, these measures consist of:

- 2.6.1. Monitoring activities through telephone calls and interviews with Ultimate Recipients;
- 2.6.2. Undertaking periodic evaluations, audits or inspections of financial records to verify that costs claimed were actually incurred and in accordance with the agreement; and

- 2.6.3. Overpayments made to Ultimate Recipients under the Agreement.
- 2.7. The Recipient must develop and implement a dispute resolution process for Ultimate Recipients affected by the decisions of the Recipient.
- 2.8. The Recipient cannot approve funding for its own programs under the Program. If the Recipient is seeking funding for one of its own programs, it must submit a funding application under the Program to the Minister for consideration under the Program parameters.

### **3. AGREEMENTS WITH ULTIMATE RECIPIENTS**

- 3.1. The Recipient must enter into an agreement with the Ultimate Recipient that:
  - 3.1.1. Identifies the parties;
  - 3.1.2. Identifies the effective date, the date of signing, and the duration of the agreement;
  - 3.1.3. Contains a statement of the purpose of the agreement and clear agreed expectations between the parties;
  - 3.1.4. Indicates the maximum amount allocated for eligible expenditures;
  - 3.1.5. Indicates the eligible expenditures under the agreement and contains a budget that is broken down by expenditure category and source of funding;
  - 3.1.6. Describes the activities, objectives and expected results of the Program carried out by the Ultimate Recipient;
  - 3.1.7. Informs the Ultimate Recipient of its official languages obligations when activities funded by the Program can be considered services provided to the public, if applicable.
  - 3.1.8. Includes a payment clause establishing how the contribution funds will be disbursed; in this case, an amount paid to the trust account of counsel for the Ultimate Recipient. After the expenses have been incurred, the Ultimate Recipient of the funding will be required to submit receipts to the Recipient, which will subsequently authorize the reimbursement of expenses from counsel's trust account;
  - 3.1.9. Contains a provision indicating that if the funds are not spent in full, the remaining money will be returned to the Recipient. All returned funds will be reallocated to the Program;
  - 3.1.10. Includes a provision indicating that when costs are awarded by the court to the Ultimate Recipient and its costs are covered in full, the Ultimate Recipient will reimburse the Recipient up to the amount allocated for legal remedies under the Program. The clause must specify that, upon termination or expiration of this Agreement, this obligation still exists and that reimbursements would remain payable to any other organization designated by the Minister for Program administration or to the Receiver General for Canada through the Department;
  - 3.1.11. Provides for the reimbursement, without delay, of any overpayment resulting from payments made under this Agreement;
  - 3.1.12. Requires that the Ultimate Recipient authorize the disclosure of required or necessary information to the Recipient, its employees or agents as part of an evaluation or audit, or provide proper reporting to be able to ensure that the Ultimate Recipient is in compliance with the Recipient's terms and obligations under this Agreement;
  - 3.1.13. Requires that the Ultimate Recipient authorize the disclosure of information to the Recipient, its employees or agents, or to the Minister or the Minister's employees or agents in connection with the funding received by the Program, including the name and outcome of the case, once the Recipient is satisfied that all remedies have been exhausted or that the case has been abandoned;
  - 3.1.14. Contains a provision indicating that the disclosure of information to the Recipient, its employees or agents does not negate the existence of a privilege or constitute a waiver of such a privilege, and that even if protected information is disclosed under this Agreement, the privilege is maintained for all other purposes;

- 3.1.15. Requires that, when the Ultimate Recipient submits interim reports, it must also report any changes regarding the sources of funding proposed for its case;
- 3.1.16. Requires that any payment to the Ultimate Recipient be, where applicable, conditional upon receipt and acceptance of appropriate financial and activity reports enabling the Recipient to report on the contribution received in a timely manner, in accordance with the requirements set out for that purpose in this Agreement;
- 3.1.17. Requires that the Ultimate Recipient provide the Recipient with the financial reports or statements that will enable the Recipient to meet its own reporting requirements for the Department;
- 3.1.18. Provides for indemnification and default and remedies clauses modelled on the wording of sections 8 and 10 of Annex C of this Agreement;
- 3.1.19. Provides a clause ensuring that the Ultimate Recipient must, upon request of the Recipient, and without delay, provide any information as the Recipient may require concerning the agreement;
- 3.1.20. Provides for the acknowledgement of the contribution received in accordance with the instructions in section 5 of this Agreement in any promotional activity related to the received funding;
- 3.1.21. Provides for a reduction or early termination of the agreement entered into with the Ultimate Recipient, at the discretion of the Recipient, if section 2 in Annex B of the Agreement is enforced; and
- 3.1.22. Provides for a dispute resolution process in the event of a dispute regarding the terms of the agreement between the Recipient and the Ultimate Recipient.

## AMENDMENT TO THE CONTRIBUTION AGREEMENT

**NAME OF PROJECT: Court Challenges Program 2023-25**

### AMENDMENT NUMBER 1

**BETWEEN:** **HIS MAJESTY THE KING IN RIGHT OF CANADA**  
as represented by the Minister of Canadian Heritage (hereinafter called “the Minister” and including any person duly authorized to represent him)

**AND:** **THE UNIVERSITY OF OTTAWA**, duly incorporated under the *1965 University of Ottawa Act, S.O. 1965*, Chapter 137, headquartered in Ottawa and represented by the Vice-Dean, hereinafter referred to as the “Recipient”

The “Minister” and the “Recipient” are referred to individually as a “Party” or collectively as the “Parties.”

**WHEREAS** the Parties signed a Contribution Agreement on March 30, 2023 (hereinafter referred to as the “Agreement”) so as to continue the administration of the Court Challenges Program; and

**WHEREAS** the Federal Budget 2023 announced \$24.5 million over five years, starting in 2023-24, for the Department Canadian Heritage to double funding for the Court Challenges Program; and

**WHEREAS** the funding increase requires incorporation into the Agreement;

**THIS AMENDMENT ACKNOWLEDGES** that the parties, in consideration of the reciprocal commitments provided herein, agree to amend the Agreement signed on March 30, 2023, as follows:

#### 2. MAXIMUM AMOUNT OF CONTRIBUTION GRANTED BY MINISTER

Subject to all terms and conditions indicated in this Agreement being met, the Minister agrees to contribute a maximum amount of **\$18,270,950** in respect of eligible expenses incurred by the Recipient to implement and administer the Program as described in Annex A

#### ANNEX A

#### 7. CATEGORIES OF ELIGIBLE EXPENDITURES

7.3. A minimum amount of **\$ 2.3 million (2023-24) and \$ 3.1 million (2024-25)** will be dedicated **respectively** to the Official Languages component, including administrative expenses and Program promotion expenses for this component. It will be up to the expert panels to agree on which official languages cases to fund in excess of the **\$ 2.3 million (2023-24) and \$ 3.1 million (2024-25) minimum amounts for each year.**

#### DETAILED BUDGET

##### 12.1 2023–24 fiscal year

##### Revenues

Funding source	Amount
Department of Canadian Heritage	\$4,979,734
Department of Canadian Heritage	<b>\$2,899,811</b>

<b>Total revenues</b>	<b>\$7,879,545</b>
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**Expenditures**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Expenditures by category</b>	<b>Total cost</b>	<b>Eligible expenditures Yes or No (note 1)</b>	<b>Amount approved</b>
Administrative expenses	<b>\$1,969,886</b>	YES	<b>\$1,969,886</b>
Legal remedies	<b>\$5,909,659</b>	YES	<b>\$5,909,659</b>
<b>Total expenditures</b>	<b>\$7,879,545</b>		<b>\$7,879,545</b>

Note 1: The transfer of funds between categories of eligible expenditures is only permitted in the situations described in section 5 of Annex B.

**12.4 2024–25 fiscal year**

**Revenues**

<b>Funding source</b>	<b>Amount</b>
Department of Canadian Heritage	<b>\$10,391,405</b>
<b>Total revenues</b>	<b>\$10,391,405</b>

**Expenditures**

<b>Column 1</b>	<b>Column 2</b>	<b>Column 3</b>	<b>Column 4</b>
<b>Expenditures by category</b>	<b>Total cost</b>	<b>Eligible expenditures Yes or No (note 1)</b>	<b>Amount approved</b>
Administrative expenses	<b>\$2,597,851</b>	YES	<b>\$2,597,851</b>
Legal remedies	<b>\$7,793,554</b>	YES	<b>\$7,793,554</b>
<b>Total expenditures</b>	<b>\$10,391,405</b>		<b>\$10,391,405</b>

Note 1: The transfer of funds between categories of eligible expenditures is only permitted in the situations described in section 5 of Annex B.

**ANNEX B**

**1. MAXIMUM AMOUNT OF CONTRIBUTION**

1.1. Disbursements of the contribution to the Recipient will not exceed the following amounts for the applicable fiscal years, as per the payment breakdown and eligible expenses that will be incurred by the Recipient within the fiscal year for which they are allocated:

Federal government fiscal year 2023–24: **\$7,879,545.00**

Federal government fiscal year 2024–25: **\$10,391,405.00**

## 6. PAYMENT CONDITIONS

### 6.1.4 2023–24 fiscal year

Reporting Requirements for the Recipient			Payment
Due date	Required documents	Required information	
Upon signature of agreement	Signed Agreement  Cash flow  Work plan 2023–24	Anticipated expenditures: April 1, 2023, to March 31, 2024  April 1, 2023, to March 31, 2024	Advance: for the period from April 1, 2023, to June 30, 2023
	No report required		Advance: for the period from July 1, 2023, to September 30, 2023
June 30, 2023	Final cash flow 2022–23  Final report on activities and results 2022–23	Actual expenditures: April 1, 2022, to March 31, 2023  April 1, 2022, to March 31, 2023	No advance to be issued
September 1, 2023	Cash flow  Interim activity report	Actual expenditures: April 1, 2023, to June 30, 2023  Anticipated expenditures: July 1, 2023, to March 31, 2024  April 1, 2023, to June 30, 2023	Advance: for the period from October 1, 2023, to December 31, 2023
November 1, 2023	Audited financial report 2022–23  Annual report 2022–23  Summary of all files	April 1, 2023, to March 31, 2024  <b>NOTE:</b> The period indicated above may require the submission of an audited financial report covering two fiscal years.  April 1, 2022, to March 31, 2023  August 2, 2017, to March 31, 2023	No advance to be issued
December 1, 2023	Cash flow  Interim activity report	Actual expenditures: April 1, 2023, to September 30, 2023  Anticipated expenditures: October 1, 2023, to March 31, 2024  April 1, 2023, to September 30, 2023	Advance: for the period from January 1, 2024, to March 31, 2024
February 1, 2024	Cash flow and written confirmation of expenditures to be incurred by March 31, 2024, under section 1.3 of Annex B	Actual expenditures: April 1, 2023, to December 31, 2024  Anticipated expenditures: January 1, 2023, to March 31, 2024	1st Budget 2023 announcement supplement payment.

6.1.5 2024–25 fiscal year

Reporting Requirements for the Recipient			Payment
Due date	Required documents	Required information	
<i>Advances cannot exceed 95% of the financial assistance granted for the 2024–25 fiscal year.</i>			
March 15, 2024	Cash flow  Work plan 2024–25	Anticipated expenditures: April 1, 2024, to March 31, 2025  April 1, 2024, to March 31, 2025	Advance: for the period from April 1, 2024, to June 30, 2024
	No report required		Advance: for the period from July 1, 2024, to September 30, 2024
June 30, 2024	Final cash flow 2023–24  Final report on activities and results 2023–24	Actual expenditures: April 1, 2023, to March 31, 2024  April 1, 2023, to March 31, 2024	No advance to be issued
September 1, 2024	Cash flow  Interim activity report	Actual expenditures: April 1, 2024, to June 30, 2024  Anticipated expenditures: July 1, 2024, to March 31, 2025  April 1, 2024, to June 30, 2024	Advance: for the period from October 1, 2024, to December 31, 2024
November 1, 2024	Audited financial report 2023–24  Annual report 2023–24  Summary of all files	April 1, 2023, to March 31, 2024  <b>NOTE:</b> The period indicated above may require the submission of an audited financial report covering two fiscal years.  April 1, 2024, to March 31, 2024  August 2, 2017, to March 31, 2024	No advance to be issued
December 1, 2024	Cash flow  Interim activity report	Actual expenditures: April 1, 2024, to September 30, 2024  Anticipated expenditures: October 1, 2024, to March 31, 2025  April 1, 2024, to September 30, 2024	

February 1, 2025	Cash flow and written confirmation of expenditures to be incurred by March 31, 2025, under section 1.3 of Annex B	Actual expenditures: April 1, 2024, to December 31, 2024 Anticipated expenditures: January 1, 2024, to March 31, 2025		
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**PRECEDENCE**

All other clauses contained in the Contribution Agreement remain the same, and in the event of conflict or inconsistency between the provisions of this Amendment and those of the original Contribution Agreement, the provisions of this Agreement will prevail.

**IN WITNESS WHEREOF**, the parties hereto have signed this Amendment through duly authorized representatives.

**Recipient**

**The Minister**

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Position

\_\_\_\_\_  
Position

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Signature

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Signature

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Date

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Date

**Witness**

**Witness**

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Name (Print)

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Name (Print)

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Signature

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